



TOWN OF NEWMARKET, NEW HAMPSHIRE

Agenda

Wednesday, November 17, 2021, 7:00 PM
Town Council Chambers

- 1. Pledge of Allegiance**
- 2. Public Forum**
- 3. Town Council to Consider Acceptance of Minutes**
 - a.** November 3, 2021 Meeting Minutes
Accept a Motion to Approve the November 3, 2021 Meeting Minutes.
 - b.** November 3, 2021 Town Council/Planning Board Joint Meeting Minutes
Accept a Motion to Approve the November 3, 2021 Town Council/Planning Board Joint Meeting Minutes.
- 4. Report of the Town Manager**
 - a.** Town Manager's Report
 - b.** Department Reports
- 5. Committee Reports**
- 6. Old Business**
 - a. Resolutions/Ordinances in the 2nd Reading**
 - i. Resolution #2021/2022-12 - Newfields Dispatch Agreement**
Accept a Motion to Approve Resolution #2021/2022-12 Newfields Dispatch Agreement
 - ii. Resolution #2021/2022-14 - Authorizing the Issuance of Refunding Bond**
Accept a Motion to Approve Resolution #2021/2022 - Authorizing the Issuance of Refunding Bonds
- 7. New Business/Correspondence**
 - a. Town Council to Consider Nominations, Appointments and Elections**
 - i. Julianna Tyson - Conservation Commission Alternate Member - Term Expires April 2024**
Accept a Motion to Appoint Julianna Tyson to the Conservation Commission as

an Alternate Member - Term Expiration April 2024.

- ii. **Julianna Tyson - Energy & Environment Committee - Term Expiration April 2022**

Accept a Motion to Appoint Julianna Tyson to the Energy & Environment Committee - Term Expiration April 2022.

b. Resolutions/Ordinances in the 1st Reading

- i. **Resolution #2021/2022-15 - Tucker Well Construction Engineering**
- ii. **Resolution #2021/2022-16 - New Road Watermain Replacement and Drainage Improvements Project**
- iii. **Resolution #2021/2022-17 - Route 108 Sewermain Bottleneck Replacement**

- c. Correspondence to the Town Council
- d. Closing Comments by Town Councilors
- e. Next Council Meeting
 - i. **December 1, 2021**

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
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Fax: (603) 659-8508

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TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
November 3, 2021 Draft Meeting Minutes	11/9/2021	Cover Memo

TOWN OF NEWMARKET, NEW HAMPSHIRE

TOWN COUNCIL REGULAR MEETING

November 3, 2021 7:00 PM

Town Council Chambers

Meeting Minutes

6:00PM Town Council/Planning Board Joint Meeting in the Town Hall Auditorium. The Regularly Scheduled Town Council Meeting will begin at 7:00 PM in the Town Council Chambers

Councilors Present: Council Chair Toni Weinstein, Council Vice-chair Helen Sanders, Councilor Jonathan Kiper, Councilor Megan Brabec, Councilor Scott Blackstone, Councilor Katanna Conley and Councilor Brian Ward.

Staff Present: Town Manager Stephen Fournier and Wendy Chase, Recording Secretary

Chair Weinstein convened the Meeting at 7:12 PM and led the Pledge of Allegiance.

AGENDA

DRAFT MINUTES

PUBLIC FORUM

There was no one from the public in attendance.

Chair Weinstein closed the Public Forum at 7:11 PM.

PUBLIC HEARING

Resolution #2021/2022-11 - Kingman Masonic Block Tax Incentive (RSA 79E)

Chair Weinstein opened the Public Hearing at 7:13 PM and noted for the record that there was no member of the public present.

Town Manager Fournier explained RSA 79-E allows applicants to apply for tax assessment relief for a period of time. There are certain criteria that have to be satisfied in order to qualify to "freeze" the assessed value of the building for a period of time. The applicant is requesting 11 years of tax assessment relief (maximum allowed if qualified); historically with these applications, the Council has granted 3 years relief. Town Manager Fournier is recommending 7 years. If the Council agrees then the Resolution will have to be amended.

Chair Weinstein closed the Public Hearing at 7:14 PM.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

October 20, 2021 Meeting Minutes

Councilor Sanders made a motion to Approve *the October 20, 2021 Meeting Minutes*, which was seconded by Councilor Conley.

Motion was Passed by a vote of 7-0-0.

October 23, 2021 FY2023 Town Budget Workshop

Councilor Sanders made a motion to Approve *the October 23, 2021 Budget Workshop Meeting Minutes*, which was seconded by Councilor Conley.

Motion was Passed by a vote of 7-0-0.

REPORT OF THE TOWN MANAGER

Town Manager's Report

Town Manager Fournier reported on the following:

- **COVID-19 and Vaccination Update:** As of October 28th there are 5 active cases in the community and 716 cumulative cases. The Seacoast Health Region has seen a 3.7% increase over the past week (down 5.6% from the previous report). Boosters have now been approved for all vaccines that were administered. The FDA approved vaccination of children 5 to 11 years of age with the Pfizer vaccine. As soon as it is available the State has ordered 15,000 doses of the children's vaccine. Town Manager Fournier reached out to Superintendent Givens to offer the Town's assistance.
- **Veteran's Tax Credit:** We are currently reviewing our Veteran's Tax Credit. We currently offer a \$500 credit on an individual's property tax bill if they have served in certain war times. We are looking at a plan to widen the tax credit beginning with the next tax year and will also explore expanding the amount credited.
- **Agenda software:** We are exploring a new meeting software for the Town Council and other boards. The new software is made by the same company that hosts the town's website.
- Town Manager Fournier is requesting a suspension of the rules to act on Resolution #2021/2022-13 FY2023 Budget after the first reading. He also apologized for the lateness of Resolution #2021/2022-14 Authorizing the issuance of refunding bonds. He explained that we have to meet certain deadlines and needed to get this on the agenda for a first reading to meet those deadlines. The refinancing of the debt will save the town thousands of dollars.

COMMITTEE REPORTS

Councilor Ward reported that the Budget Committee appointed Jason Sank as a new Alternate Member to the Committee.

Chair Weinstein reported that the Energy and Environment Committee had a scheduled meeting

last night but did not have a quorum so they could not meet. She said that there are two vacant seats on the Committee and encouraged anyone interested to apply.

OLD BUSINESS

RESOLUTIONS/ORDINANCES IN THE 2ND READING

Resolution #2021/2022-10 - Capital Asset Policy

Councilor Sanders made a motion to Approve *Resolution #2021/2022-10 - Capital Asset Policy*, which was seconded by Councilor Ward.

Town Manager Fournier explained that this is an accounting practice we need to adopt at the advice of the Auditors.

Motion was Passed by a vote of 7-0-0.

Resolution #2021/2022-11 - Kingman Masonic Block Tax Incentive (RSA 79E)

Councilor Sanders made a motion to Approve *Resolution #2021/2022-11 - Kingman Masonic Block Tax Incentive*, which was seconded by Councilor Conley.

The Applicant is requesting tax assessment relief for the maximum amount of years allowed (11 years) if qualified per RSA 79-E.

Town Manager Fournier explained that typically these applications receive approvals for 3 years of tax assessment relief. He recommends the Council approve tax assessment relief for a period of 7 years and proposed the following amendment:

To grant tax assessment Relief for a period of 3 years, beginning with the completion of construction; 1 year of tax assessment relief because the project results in new residential units; and 3 years of tax assessment Relief for the substantial rehabilitation of a structure which is located within an historic district which is listed in the National Register of Historic Places, totaling 7 years of tax assessment relief.

Motion was Passed by a vote of 7-0-0.

Councilor Sanders made a motion to Approve *Resolution #2021/2022-11 Kingman Masonic Block Tax Incentive as Amended*, which was seconded by Councilor Ward.

Motion was Passed by a vote of 7-0-0.

Resolutions/Ordinances in the 1st Reading

Resolution #2021/2022-12 - Newfields Dispatch Agreement

Chair Weinstein read Resolution #2021/2022-12 into the record.

Resolution #2021/2022-13 - Adopt FY2023 Budget

Councilor Conley made a motion to Approve *the Suspension of Rules to act on Resolution #2021/2022-13 this evening*, which was seconded by Councilor Ward.

Motion was Passed by a vote of 7-0-0.

Councilor Sanders made a motion to Approve *Resolution #2021/2022-13 - Adoption of the FY2023 Budget*, which was seconded by Councilor Conley.

The Council met on October 23rd and had a budget workshop and went through the entire budget. Many of the Department Heads were present.

Councilor Kiper asked if it were possible to cut the budget aside from cutting out a department. Town Manager Fournier said that it would take approximately \$200M of development to offset the tax rate by \$1.00.

Councilor Brabec said that a lot of the increases in the budget were due to adding some full-time positions and said it is important to be able to continue to provide services.

Chair Weinstein encouraged people to review the MRI study (available on the town's website). It shows how lean the town has been operating over the past years. She said that this budget starts to address those issues.

Motion was Passed by a vote of 7-0-0.

Resolution #2021/2022-14 - Authorizing the issuance of Refunding Bond

Chair Weinstein read Resolution #2021/2022-14 into the record in title only without objection. She said that the Resolution may be viewed on the town's website.

CORRESPONDENCE TO THE TOWN COUNCIL

There was no correspondence.

CLOSING COMMENTS BY TOWN COUNCILORS

Councilor Kiper commented that he served on the ZBA in the past and while he was serving there was an application before the Board for an Accessory Dwelling Unit (ADU) which was denied because under the current Ordinance an ADU is not allowed in an accessory structure that is unattached to the main house. He said that when there is no system where people can address their grievances, it can be very frustrating. Most surrounding towns allow unattached ADUs.

Town Manager Fournier explained that we are a representative form of Government. If an individual has a grievance they should contact the Town Council. The Planning Board is an independent elected body so individuals may also contact the Planning Board to change the ADU regulations. If the Council decides to change any Ordinance, the best way is to draft a letter from the Council as a whole to the Planning Board requesting they address a proposed change to an Ordinance; If the Planning Board won't oblige the Council has it in their purview to amend an

Ordinance on their own. However, Town Manager Fournier does not recommend that route, he would rather see them come to an agreement before that happens.

Chair Weinstein said that it is a good idea that Ordinance changes go through the Planning Board so they can hold public hearings on the changes allowing the public to be involved.

By a show of hands, the Councilors authorized the Chair to write a letter to the Planning Board suggesting a change to the Ordinance pertaining to Accessory Dwelling Units to allow ADU's in unattached accessory structures.

Councilor Kiper said that he met with State Senator Rebecca Perkins Kwoka who put him in contact with Sarah Wrightsman of the Workforce Housing Coalition of the Greater Seacoast. She works with towns setting up housing commissions and offers free resources. She also works with the Strafford Regional Planning Commission. Councilor Kiper asked if they should invite her to come in and speak to the Council on what she can offer.

Town Manager Fournier said that this should fall under the Planning Board. The Council looks at the overall policy for the community. He suggested that Ms. Wrightsman meet with the Planning Board and if they establish a Housing Committee a council member can serve on it as a representative of the Council.

Councilor Conley asked the Town Manager if there was any progress on the Class A trail at Neal Mill Road. Town Manager Fournier said that they are still working on it.

Chair Weinstein reminded everyone of the Zoom meeting tomorrow evening from 4:30-6:00. A Coastal Resilience Presentation and how Newmarket will be impacted in the next few years. She said that it will be recorded and become accessible in a few days.

NEXT COUNCIL MEETING

November 17, 2021

ADJOURNMENT

Chair Weinstein adjourned the Meeting at 8:10 PM without objection.

Respectfully submitted,
Wendy Chase, Recording Secretary



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ATTACHMENTS:

Description	Upload Date	Type
TC/PB Joint Meeting Minutes 11/3/2021	11/9/2021	Cover Memo



Newmarket Town Council/Planning Board Joint Meeting
Wednesday, November 3, 2021
Town Hall Auditorium
186 Main Street, Newmarket, NH

Councilors Present: Council Chair Toni Weinstein, Vice-chair Helen Sanders, Councilor Jonathan Kiper, Councilor Megan Brabec, Councilor Scott Blackstone, Councilor Katanna Conley and Councilor Brian Ward.

Planning Board Members Present: Chair Eric Botterman, Vice-chair Valerie Shelton, Member Tim Rosignol and Member Jeffrey Goldknopf.

Staff Present: Town Manager Stephen Fournier, Community Development Director Diane Hardy and Wendy Chase Recording Secretary.

Others Present: Stuart Arnett, ADG LLC.

The Town hired ADG LLC to help the town with specific projects, specifically the marking and branding of the Town's gateway districts, North Gateway, North Main St. (Route 108), South Gateway, Exeter Road (Route 108) and West Gateway, Wadleigh Falls Road (Route 152).

Stuart Arnett a Managing Partner of ADG, LLC gave a PowerPoint presentation on the proposed redevelopment plans of each Gateway.

The project intent:

1. Clarify Newmarket's major gateways
2. Identify issues that may impact future development within each gateway
3. Enhance positive development opportunities within each gateway

North Gateway –

The Preliminary recommendations:

- Review B-1 Zoning Designation & Language
- Anticipate Future Development in North Shore – conduct build-out analysis
- Anticipate future traffic impacts
- Encourage collaborative development among property owners
- Consider adoption of new RSA 22 Incentive

West Gateway –

The Preliminary recommendations is to adjust boundaries of B-3 zoning district to enhance future development. One concept is a multi-use recreational with commercial amenities.

- Adjust boundaries of B-3 Zoning District along Ash swamp Road
- Create a Tax Increment Financing District (TIF) inclusive of the remaining B-3 Zoning District
- Extend public water & sewer with funds generated from the TIF District
- Develop project study area as a single suburban mixed use development project – retail space, office space, commercial space, restaurants, assisted living facilities, trails, etc.

South Gateway –

- Develop a conventional subdivision
- Create a multi-use recreational park – bike park, snowmobiling, x-country skiing, hiking, running, etc.

Councilor Kiper asked if a proposed bike park would be owned by the town. Town Manager Fournier said that the town would not own the park but could lease the land to the commercial outfit.

Town Manager Fournier said that Ash Swamp Road is a “cut -through” road and they want to get away from that for pedestrian safety. He said that the abutting property owners are supportive of redeveloping the south gateway and the first step is to make some zoning changes to allow them to develop in areas they are currently restricted by zoning to accomplish.

Chair Weinstein opined that they should first concentrate on the area closer to town – North Gateway. She said the West Gateway is closer to Epping.

Councilor Blackstone commented that the downtown should be extended North.

PB Chair Botterman expressed concerns with moving forward on zoning changes. He said that the Council has not been receptive to suggested zoning changes by the Planning Board in the past. The Planning Board would put a lot of work and effort just to be shot down.

Town Manager Fournier said that the town is in a different position now. The School issue has been addressed; we have enough water and major infrastructure improvements have been made. We are in a good position to reexamine things.

Council Chair Weinstein said that Town Councilors change every March and spoke on behalf of the Council to its willingness to move forward and reexamine zoning issues.

PB Chair Botterman said he has no problem moving forward.

Recommended next steps:

South Gateway

- Private Owners -Participation in Land Development and Cost-sharing, “MOUS”
- Sewer & Water Infrastructure for under-used land potential, existing with growth potential and better planning and developments
- Financing – TIF District new revenues, grant, Newfields partnership and exiting user participation

West Gateway

- On-site “Village” features
- Sewer extension feasibility utilizing TIF financing and grants

North Gateway

- Low peak traffic developments
- Connection to natural resources
- Mix of uses to add to intown vitality

Overall

- Dialogue with owners and potential developers; assign a lead
- Share the Gateway vision
- Review zoning and land use regs
- Conditional pre-permits
- Convene and encourage what is desired, while ensuring quality

Respectfully submitted,

Wendy V. Chase
Recording Secretary



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Town Manager's 11/17/2021 Report	11/12/2021	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN MANAGER

REPORT OF THE TOWN MANAGER

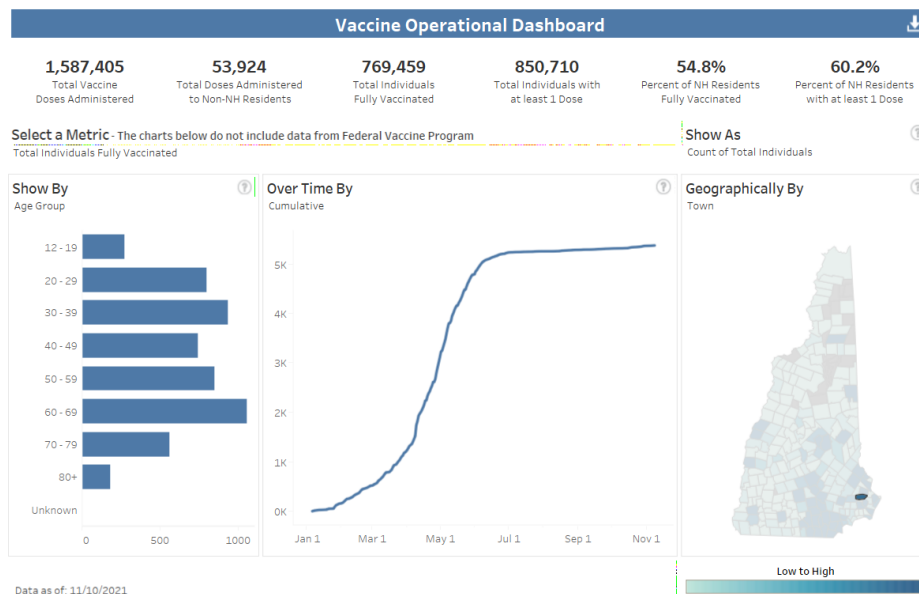
November 17, 2021

COVID-19 and Vaccination Update: As of November 12, there are 21 active cases in the community. We have had 758 (8% of population) cumulative cases.

Our health region (Seacoast) and Rockingham County both have substantial levels of community transmission. The Seacoast Health Region has seen 6.1% increase in new cases over the past week. This is up 2.4% from the previous report.

As for vaccinations, we are seeing very little in new vaccinations. We have hit 60% of the community vaccinated with at least one shot.

	Pop.	At Least 1 Dose	% At least 1 Dose	Fully Vaccinated	%Fully Vaccinated
Newmarket	9,445	5,864	62.1%	5,382	57%

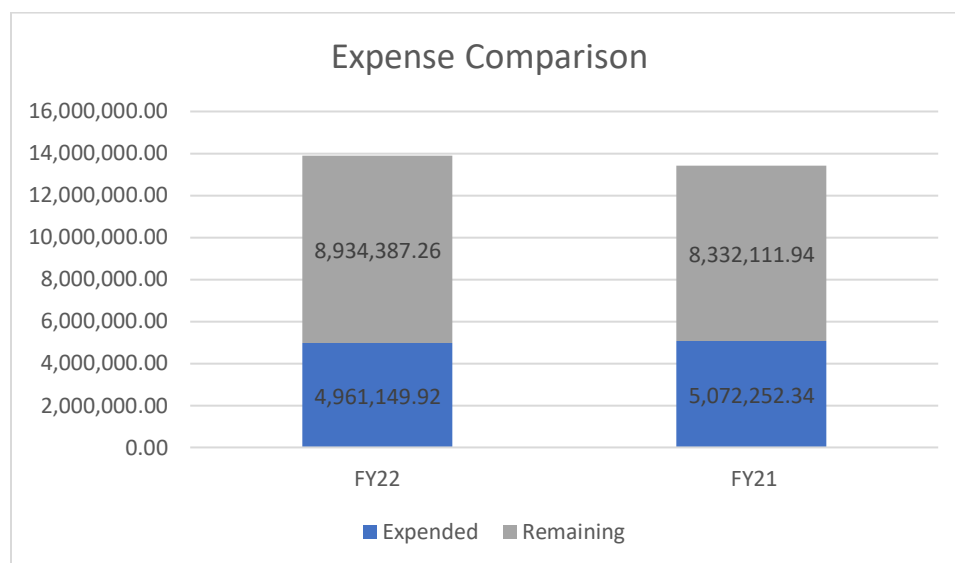


Vaccines for 5- to 11-year-olds: Vaccinations for children between the ages of 5 and 11 have begun. They are receiving a smaller dose of the Pfizer vaccine in two sessions. People can now sign up online or visit their pediatrician.

The Town is working with Lamprey Health Care to have a vaccination clinic for children in that age group. As of the writing of this report, it will be held on Saturday November 20 at the Newmarket Elementary School. The second dose will be administered on December 11. I should have more information by the time of the meeting.

As you are aware, boosters have now been approved for all vaccines that were administered. In addition, vaccines can now be mixed.

FY22 Update: We have completed the first third of the year at the end of October. At this time, we have expended 36% of the operating budget. This is on par with our normal operations.



As for revenues, we are on par here as well. We are seeing an uptick in building permits as well as motor vehicle registrations.

I am including a detailed copy of the expenses and revenues to this report.

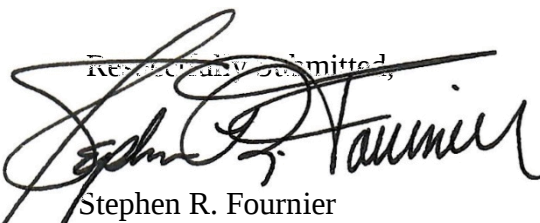
Facilities Study: The Capital Improvement Program Committee during their preview of the plan this year asked what the Town’s plan for Town Hall is. While we have done some upgrades recently, we still need to address space issues as well as electrical and energy issues. Also, we have a few underutilized facilities, such as the Beech St. Community Center and the Packer’s Falls Water Facility. After preliminary discussions with the School District, we feel that it is time to do a facilities analysis for Town Hall and other town and school buildings to plan for the future. I will be working with the Facilities Director to issue a request for proposal to hire a firm to review our current facilities and space needs.

Water and Sewer Line Upgrades – The “Hill” Section: With Bay Road and South Main

Street upgrades being completed, the Environmental Services Department is looking to upgrade the utility lines under “the Hill” section of Town. These streets are in the area bounded by Spring, South, Elm and Main Streets. This will be a major undertaking due to the age of the system in the area and how developed the area is. In addition, when we do this, we should redevelop those streets to upgrade streetscapes and sidewalks to match the streetscapes of Main Street. The Environmental Services Director has asked an engineering firm to provide an estimate just for the design phase in order to allow us to plan for the coming years.

*****This section will not be reported orally to the Town Council at the meeting but will use this as a chance to update on any developments in ongoing projects. *****

~~Respectfully Submitted,~~


Stephen R. Fournier
Town Manager

Town of Newmarket, New Hampshire
Expense Report¹⁻⁶
For the Period Ended October 2021

Fiscal Year 2022										Fiscal Year 2021						
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
Total 4131 Town Council			20,350.00	20,350.00	0.00	5,952.43	0.00	14,397.57	29%	20,350.00	20,350.00	1,126.83	8,613.83	0.00	11,736.17	42%
Total 4132 Town Administrator			227,500.06	227,500.06	18,295.05	69,035.16	0.00	158,464.90	30%	206,010.00	206,010.00	16,441.96	61,460.65	0.00	144,549.35	30%
Total 4140 Town Clerk/Tax Collector			222,541.51	222,541.51	12,310.87	53,127.44	0.00	169,414.07	24%	203,760.71	204,930.71	13,975.32	54,032.89	1,170.00	150,897.82	26%
Total 4150 Finance			290,885.51	290,885.51	13,419.07	127,528.06	10,178.38	163,357.45	44%	303,718.54	306,598.54	31,184.06	134,208.42	12,780.90	172,390.12	44%
Total 4151 Information Technology			169,592.25	170,792.25	6,806.86	86,490.00	30,950.00	84,302.25	51%	166,916.60	166,916.60	1,609.62	68,778.02	34,000.00	98,138.58	41%
Total 4152 Assessing			79,520.00	79,520.00	5,655.15	46,849.25	0.00	32,670.75	59%	78,300.00	78,300.00	5,442.03	36,159.00	0.00	42,141.00	46%
Total 4153 Legal			90,000.00	90,000.00	6,666.00	20,378.33	0.00	69,621.67	23%	90,000.00	90,000.00	11,739.47	35,500.58	0.00	54,499.42	39%
Total 4155 Human Resource			1,770,014.32	1,770,014.32	111,143.40	598,439.26	0.00	1,171,575.06	34%	1,689,830.29	1,689,830.29	94,390.32	578,042.22	0.00	1,111,788.07	34%
Total 4191 Planning			154,864.87	157,137.87	10,554.45	48,962.74	2,273.00	108,175.13	31%	139,801.30	139,801.30	10,242.20	46,205.11	0.00	93,596.19	33%
Total 4194 Building & Grounds			794,160.58	795,067.42	24,120.45	177,137.05	2,994.02	617,930.37	22%	738,647.92	738,647.92	29,220.27	133,740.01	2,500.90	604,907.91	18%
Total 4195 Cemetery			43,324.00	43,324.00	1,407.30	5,568.32	0.00	37,755.68	13%	37,872.40	37,872.40	1,032.05	2,639.75	0.00	35,232.65	7%
Total 4196 Insurance-P&L			109,277.00	109,277.00	0.00	75,534.82	0.00	33,742.18	69%	99,894.15	99,894.15	0.00	97,231.92	0.00	2,662.23	97%
Total 4199 Channel 13			49,558.11	49,558.11	2,287.92	9,127.85	0.00	40,430.26	18%	48,337.74	50,737.74	2,292.13	10,157.46	0.00	40,580.28	20%
Total 4210 Police			1,764,146.29	1,782,030.34	110,317.40	468,696.01	4,678.20	1,313,334.33	26%	1,666,831.79	1,679,541.42	49,310.27	382,786.32	6,065.73	1,296,755.10	23%
Total 4220 Fire & Rescue			503,432.00	510,983.70	44,578.39	150,338.55	8,628.00	360,645.15	29%	471,848.80	471,848.80	18,907.82	154,683.75	1,500.00	317,165.05	33%
Total 4240 Code Enforcement			82,707.00	82,707.00	6,732.14	32,139.81	0.00	50,567.19	39%	79,228.50	79,228.50	6,275.87	22,602.74	0.00	56,625.76	29%
Total 4290 Emergency Management			2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0%	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0%
Total 4311 Public Works-Administrat			514,746.42	514,746.42	38,799.73	156,629.96	0.00	358,116.46	30%	490,537.11	490,537.11	43,898.11	147,845.66	0.00	342,691.45	30%
Total 4312 Roadways & Sidewalks			455,900.00	458,690.55	72,135.17	160,840.12	263,036.94	297,850.43	35%	465,000.00	490,155.39	32,855.68	245,123.17	200,174.91	245,032.22	50%
Total 4313 Bridges			5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0%	6,000.00	6,000.00	0.00	816.00	0.00	5,184.00	14%
Total 4316 Street Lighting			45,215.72	45,215.72	1,745.52	8,045.48	0.00	37,170.24	18%	40,000.00	40,000.00	2,490.58	12,537.29	0.00	27,462.71	31%
Total 4319 Vehicle			197,200.00	198,200.00	13,583.95	39,370.43	3,800.00	158,829.57	20%	216,200.00	219,688.03	16,642.36	53,994.00	982.03	165,694.03	25%
Total 4441 Direct Assistance			38,450.00	38,450.00	2,134.71	5,705.36	0.00	32,744.64	15%	32,375.00	32,375.00	1,382.16	12,082.50	0.00	20,292.50	37%
Total 4444 Social Service Grants			49,980.00	49,980.00	0.00	12,108.00	0.00	37,872.00	24%	51,480.00	51,480.00	0.00	17,208.00	0.00	34,272.00	33%
Total 4520 Recreation			228,944.32	229,701.51	13,679.36	67,337.44	0.00	162,364.07	29%	218,576.01	218,576.01	17,427.29	61,777.35	757.19	156,798.66	28%
Total 4583 Patriotic Purposes			2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%
Total 4589 Town Grants			55,000.00	55,000.00	0.00	21,500.00	0.00	33,500.00	39%	63,000.00	63,000.00	20,300.00	20,300.00	0.00	42,700.00	32%
Total 4611 Conservation			2,900.00	2,900.00	-280.98	762.34	0.00	2,137.66	26%	2,900.00	2,900.00	184.82	628.01	0.00	2,271.99	22%
Total 4651 Economic Development			30,000.00	50,500.00	0.00	12,250.00	8,250.00	38,250.00	24%	30,000.00	30,000.00	0.00	0.00	30,000.00	30,000.00	0%
Total 4711 Principal-LT Debt			200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0%	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0%
Total 4721 Interest-LT Debt			70,332.00	70,332.00	123.25	33,152.63	0.00	37,179.37	47%	91,220.00	91,220.00	0.00	37,388.07	0.00	53,831.93	41%
Total 4915 Transfer to Total 4915 Transfer to CRF			499,000.00	499,000.00	0.00	499,000.00	0.00	0.00	100%	535,050.00	535,057.00	0.00	535,057.00	0.00	0.00	100%
Total 01 GENERAL FUND			8,769,291.96	8,824,155.29	516,215.16	2,992,006.84	334,788.54	5,832,148.45	34%	8,488,436.86	8,536,246.91	428,371.22	2,971,599.72	289,931.66	5,564,647.19	35%
Total 02 LIBRARY FUND			333,059.90	333,059.90	21,776.07	95,498.42	0.00	237,561.48	29%	325,260.09	325,260.09	20,163.52	94,749.25	0.00	230,510.84	29%
Total 05 RECREATION FUND			368,812.11	379,373.11	18,237.61	168,364.49	400.00	211,008.62	44%	369,137.87	369,137.87	6,284.32	69,430.38	8,991.00	299,707.49	19%
Total 07 SOLID WASTE FUND			747,443.24	762,630.74	71,405.31	214,191.54	5,085.00	548,439.20	28%	630,652.51	630,652.51	84,560.96	213,468.28	7,260.00	417,184.23	34%
Total 20 WATER TREATMENT FUND			1,063,310.91	1,080,527.69	21,998.19	392,282.69	26,688.22	688,245.00	36%	1,026,475.07	1,041,161.47	216,873.01	516,910.07	25,921.34	524,251.40	50%
Total 30 WASTEWATER TREATMENT FUND			2,447,515.30	2,515,790.45	42,420.48	1,098,805.94	77,879.23	1,416,984.51	44%	2,390,797.93	2,501,905.43	153,419.99	1,206,094.64	86,127.32	1,295,810.79	48%
Total Operating Budget			13,729,433.42	13,895,537.18	692,052.82	4,961,149.92	444,840.99	8,934,387.26	36%	13,230,760.33	13,404,364.28	909,673.02	5,072,252.34	418,231.32	8,332,111.94	38%

Town of Newmarket, New Hampshire
Expense Report ¹⁰
For the Period Ended October 2021

Fiscal Year 2022										Fiscal Year 2021									
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
			ENCUMBRANCES																
014131	51150	TC - PART-TIME	8,200.00	8,200.00	0.00	0.00	382.43	0.00	7,817.57	5%	8,200.00	8,200.00	1,126.83	3,094.93	0.00	0.00	5,105.07	38%	
014131	51200	TC - ELECTED SALARIES	11,000.00	11,000.00	0.00	0.00	5,500.00	0.00	5,500.00	50%	11,000.00	11,000.00	0.00	0.00	0.00	0.00	5,500.00	50%	
014131	53900	TC - CONTINGENCY/GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
014131	55800	TC - TRAINING	1,000.00	1,000.00	70.00	0.00	0.00	0.00	930.00	7%	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%	
014131	56100	TC - GENERAL SUPPLIES	150.00	150.00	0.00	0.00	0.00	0.00	150.00	0%	150.00	150.00	0.00	0.00	0.00	0.00	131.10	13%	
Total 4131 Town Council			20,350.00	20,350.00	0.00	0.00	5,952.43	0.00	14,397.57	29%	20,350.00	20,350.00	1,126.83	8,613.83	0.00	0.00	11,736.17	42%	
014132	51100	TA - FULL TIME SALARIES	175,950.06	175,950.06	13,750.29	53,194.62	0.00	0.00	122,755.44	30%	154,460.00	154,460.00	13,563.70	49,717.71	0.00	0.00	104,742.29	32%	
014132	51150	TA - PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
014132	53310	TA - CONTRACTED SERVICE	2,500.00	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0%	2,500.00	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0%	
014132	53410	TA - COMMUNICATION SERVICES	4,200.00	4,200.00	236.06	1,674.81	0.00	0.00	2,525.19	40%	4,200.00	4,200.00	843.78	3,377.05	0.00	0.00	822.95	80%	
014132	54310	TA - EQUIPMENT MAINTENA	8,600.00	8,600.00	1,136.76	1,694.35	0.00	0.00	6,905.65	20%	8,600.00	8,600.00	893.75	2,162.87	0.00	0.00	6,437.13	25%	
014132	55500	TA - PRINTING/PUBLISHING	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0%	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0%	
014132	55600	TA - DUES/SUBSCRIPTIONS	10,500.00	10,500.00	71.97	1,472.86	0.00	0.00	9,027.14	14%	10,500.00	10,500.00	115.69	1,556.87	0.00	0.00	8,943.13	15%	
014132	55800	TA - TRAINING/STAFF DEV	6,000.00	6,000.00	2,488.99	4,609.43	0.00	0.00	1,390.57	77%	6,000.00	6,000.00	208.34	606.62	0.00	0.00	5,393.38	10%	
014132	56100	TA - GENERAL SUPPLIES	9,000.00	9,000.00	458.72	5,142.70	0.00	0.00	3,857.30	57%	9,000.00	9,000.00	196.77	1,620.19	0.00	0.00	7,379.81	18%	
014132	56250	TA - POSTAGE	3,200.00	3,200.00	152.26	620.85	0.00	0.00	2,579.15	19%	3,200.00	3,200.00	105.45	351.00	0.00	0.00	2,849.00	11%	
014132	56260	TA - ADVERTISING	2,550.00	2,550.00	0.00	625.54	0.00	0.00	1,924.46	25%	2,550.00	2,550.00	494.48	1,777.48	0.00	0.00	772.52	70%	
014132	56700	TA - BOOKS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%	1,000.00	1,000.00	0.00	290.86	0.00	0.00	709.14	29%	
Total 4132 Town Administrator			217,500.06	217,500.06	18,295.05	69,035.16	0.00	0.00	158,464.90	30%	206,010.00	206,010.00	16,441.96	61,460.65	0.00	0.00	144,549.35	30%	
014140	51100	TC/TC - FULL TIME SALARIES	100,916.41	100,916.41	5,175.76	19,926.69	0.00	0.00	80,989.72	20%	116,260.01	116,260.01	30,739.59	36,488.47	0.00	0.00	79,771.54	31%	
014140	51150	TC/TC - PART TIME SALARIES	69,242.60	69,242.60	5,421.41	19,350.97	0.00	0.00	49,891.63	28%	27,500.70	27,500.70	2,470.15	8,762.36	0.00	0.00	18,738.34	32%	
014140	51210	TC/TC - ELECTION OFFICIALS	3,000.00	3,000.00	270.00	270.00	0.00	0.00	2,730.00	9%	12,150.00	12,150.00	450.00	2,100.00	0.00	0.00	10,050.00	17%	
014140	53410	TC/TC - COMMUNICATION SERVICES	1,600.00	1,600.00	97.12	431.71	0.00	0.00	1,168.29	27%	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0%	
014140	53930	TC/TC - CODIFICATION	6,500.00	6,500.00	0.00	275.00	0.00	0.00	6,225.00	4%	6,500.00	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0%	
014140	54310	TC/TC - EQUIPMENT MAINTENANCE	2,650.00	2,650.00	31.15	480.88	0.00	0.00	2,169.12	18%	1,600.00	1,600.00	0.00	130.00	0.00	0.00	1,470.00	8%	
014140	54321	TC/TC-DEED RESEARCH	1,620.00	1,620.00	4.58	55.36	0.00	0.00	1,564.64	3%	1,650.00	2,820.00	23.10	353.05	1,170.00	0.00	2,466.95	13%	
014140	55600	TC/TC - DUES/SUBSCRIPTIONS	1,330.00	1,330.00	75.00	110.00	0.00	0.00	1,220.00	8%	480.00	480.00	0.00	75.00	0.00	0.00	405.00	16%	
014140	55800	TC/TC - TRAINING/STAFF DEVELOP	1,770.00	1,770.00	617.18	1,357.68	0.00	0.00	1,152.82	35%	4,275.00	4,275.00	1,575.00	0.00	0.00	0.00	2,700.00	29%	
014140	56100	TC/TC - GENERAL SUPPLIES	4,590.00	4,590.00	780.91	1,165.54	0.00	0.00	3,424.46	25%	4,750.00	4,750.00	20.37	997.05	0.00	0.00	3,752.95	21%	
014140	56250	TC/TC - POSTAGE	15,182.50	15,182.50	367.16	1,840.23	0.00	0.00	13,342.27	12%	13,700.00	13,700.00	519.35	1,678.35	0.00	0.00	12,021.65	12%	
014140	56260	TC/TC - ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
014140	56270	TC/TC-ELECTION/REGISTRATION	2,640.00	2,640.00	0.00	176.88	0.00	0.00	2,463.12	7%	6,600.00	6,600.00	121.76	1,873.61	0.00	0.00	4,726.39	28%	
014140	57410	TC/TC - EQUIPMENT PURCHASE	11,500.00	11,500.00	0.00	8,427.00	0.00	0.00	3,073.00	28%	11,500.00	11,500.00	0.00	0.00	0.00	0.00	11,500.00	0%	
Total 4140 Town Clerk/Tax Collector			222,541.51	222,541.51	12,310.87	53,127.44	0.00	0.00	169,414.07	24%	203,760.71	204,930.71	13,975.32	54,032.89	1,170.00	0.00	150,897.82	26%	
014150	51100	FINANCE - FULL TIME SALARIES	155,528.71	155,528.71	11,777.91	45,433.19	0.00	0.00	110,095.52	29%	168,370.54	168,370.54	12,658.78	46,177.51	0.00	0.00	122,193.03	27%	
014150	51150	FINANCE - PART TIME SALARIES	14,996.80	14,996.80	1,207.86	4,784.56	0.00	0.00	10,212.24	32%	26,235.00	26,235.00	1,472.17	5,114.43	0.00	0.00	21,120.57	19%	
014150	51200	FINANCE - ELECTED OFFICIALS	6,050.00	6,050.00	0.00	900.00	0.00	0.00	5,150.00	15%	9,900.00	9,900.00	0.00	900.00	0.00	0.00	9,000.00	100%	
014150	53010	FINANCE - AUDIT	35,000.00	35,000.00	0.00	16,076.12	10,178.38	0.00	18,923.88	46%	34,000.00	36,880.00	16,503.20	24,950.80	12,780.90	0.00	11,929.20	68%	
014150	53400	FINANCE - BANK FEES	100.00	100.00	0.00	15.00	0.00	0.00	85.00	15%	100.00	100.00	0.00	139.00	0.00	0.00	-39.00	139%	
014150	53410	FINANCE - COMMUNICATIONS	4,700.00	4,700.00	89.94	892.09	0.00	0.00	3,807.91	19%	7,008.00	7,008.00	0.00	0.00	0.00	0.00	7,008.00	0%	
014150	53901	FINANCE - BUDGET COMMITTEE EXP	1,260.00	1,260.00	0.00	0.00	0.00	0.00	1,260.00	0%	1,260.00	1,260.00	0.00	0.00	0.00	0.00	1,260.00	0%	
014150	54310	FINANCE - EQUIPMENT MAINTENANCE	6,000.00	6,000.00	102.36	271.41	0.00	0.00	5,728.59	46%	6,000.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0%	
014150	54410	FINANCE - FIN. SYSTEM LEASE	58,000.00	58,000.00	0.00	57,456.00	0.00	0.00	544.00	99%	55,000.00	55,000.00	0.00	55,000.00	0.00	0.00	0.00	100%	
014150	55600	FINANCE - DUES/SUBSCRIPTIONS	150.00	150.00	0.00	100.00	0.00	0.00	50.00	67%	150.00	150.00	0.00	100.00	0.00	0.00	50.00	67%	
014150	55800	FINANCE-TRAINING/STAFF DEVE	9,000.00	9,000.00	220.00	220.00	0.00	0.00	8,780.00	2%	4,595.00	4,595.00	0.00	700.00	0.00	0.00	3,895.00	15%	
014150	56100	FINANCE - GENERAL SUPPLIES	5,000.00	5,000.00	21.00	1,377.09	0.00	0.00	3,622.91	28%	5,500.00	5,500.00	549.91	1,126.68	0.00	0.00	4,373.32	20%	
014150	56260	FINANCE - ADVERTISING	500.00	500.00	0.00	0.00	0.00	0.00	500.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	
Total 4150 Finance			290,885.51	290,885.51	13,419.07	127,528.05	10,178.38	0.00	163,357.45	44%	303,718.54	306,598.54	31,184.06	134,208.42	12,780.90	0.00	172,390.12	44%	
014151	51100	MIS - FULL TIME SALARIES	11,845.00	11,845.00	884.62	3,405.79	0.00	0.00	8,439.21	29%	11,500.00	11,500.00	884.62	3,450.02	0.00	0.00	8,049.98	30%	
014151	51150	MIS - PART TIME SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00			

Town of Newmarket, New Hampshire
Expense Report ¹⁵
For the Period Ended October 2021

Fiscal Year 2022										Fiscal Year 2021									
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
ENCUMBRANCES																			
014194	51100	BLD/GRNDS - FULL-TIME SALARIES	175,286.47	175,286.47	5,738.10	21,640.20	0.00	153,646.27	12%	171,448.57	171,448.57	6,200.72	24,315.21	0.00	147,133.36	14%			
014194	51150	BLD/GRNDS - PART-TIME SALARIES	91,474.83	91,474.83	9,561.52	39,722.70	0.00	51,752.13	43%	94,700.07	94,700.07	7,640.43	27,181.80	0.00	67,518.27	29%			
014194	51400	BLD/GRNDS - OVERTIME	8,200.00	8,200.00	297.14	833.75	0.00	7,366.25	10%	8,200.00	8,200.00	383.76	598.96	0.00	7,601.04	7%			
014194	53140	BLD/GRNDS-STORMWATER INSPCT	5,200.00	6,106.84	228.16	635.58	271.26	5,471.26	10%	5,200.00	5,200.00	994.57	2,699.10	2,500.90	2,500.90	52%			
014194	53410	BLD/GRNDS-COMMUNICATIONS	900.00	900.00	0.00	0.00	0.00	900.00	0%	900.00	900.00	0.00	0.00	0.00	900.00	0%			
014194	53991	BLD/GRNDS-OPENTL RPRS&RPLCMNT	75,000.00	75,000.00	0.00	6,303.59	2,722.76	68,696.41	8%	75,000.00	75,000.00	0.00	2,050.61	0.00	72,949.39	3%			
014194	54100	ELECTRICITY	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014194	54110	HEAT & OIL	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014194	54120	WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014194	54310	BLD/GRNDS-EQUIPMENT MAINTENANC	2,500.00	2,500.00	474.00	736.39	0.00	1,763.61	29%	2,500.00	2,500.00	158.00	209.78	0.00	2,290.22	8%			
014194	54720	BLD/GRNDS-LEASE PAYMENTS	104,779.28	104,779.28	0.00	0.00	0.00	104,779.28	0%	104,779.28	104,779.28	0.00	0.00	0.00	104,779.28	0%			
014194	54990	BLD/GRNDS - MOSQUITO CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014194	54991	BLD/GRNDS -IPM FIELD TREATMENT	3,120.00	3,120.00	0.00	0.00	0.00	3,120.00	0%	3,120.00	3,120.00	0.00	0.00	0.00	3,120.00	0%			
014194	55800	BLD/GRNDS -TRAINING/STAFF DEV	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0%	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0%			
014194	55810	BLD/GRNDS-TRAVEL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014194	56100	BLD/GRNDS - GENERAL SUPPLIES	10,000.00	10,000.00	192.40	1,446.83	0.00	8,553.17	14%	12,500.00	12,500.00	860.65	2,472.71	0.00	10,027.29	20%			
014194	56501	BLDG&GRND- GROUNDNS MAINTENANCE	25,000.00	25,000.00	797.77	28,458.67	0.00	-3,458.67	114%	12,300.00	12,300.00	1,270.43	6,195.38	0.00	6,104.62	50%			
014194	57410	BLD/GRNDS - EQUIPMENT PURCHASE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0%	2,500.00	2,500.00	0.00	358.00	0.00	2,142.00	14%			
014901	54100	BLD/GRNDS-ELECTRICITY-TOWN HALL	12,000.00	12,000.00	637.51	3,329.23	0.00	8,670.77	28%	10,700.00	10,700.00	687.37	3,154.20	0.00	7,545.80	29%			
014901	54110	BLD/GRNDS-HEAT & OIL-TOWN HALL	24,000.00	24,000.00	0.00	1,058.30	0.00	22,941.70	4%	15,800.00	15,800.00	0.00	0.00	0.00	15,800.00	0%			
014901	54120	BLD/GRNDS-WATER/SEWER TWN HALL	5,400.00	5,400.00	0.00	416.90	0.00	4,983.10	8%	5,120.00	5,120.00	0.00	321.75	0.00	4,798.25	6%			
014901	54300	BLD/GRNDS -TOWN HAL MAINT	20,000.00	20,000.00	890.40	8,905.34	0.00	11,094.66	45%	18,500.00	18,500.00	2,409.35	12,390.49	0.00	6,109.51	67%			
014902	54100	BLD/GRND - ELECTRIC-COMM CTR	22,800.00	22,800.00	741.25	3,624.43	0.00	19,175.57	16%	13,857.00	13,857.00	566.95	2,884.55	0.00	10,972.45	21%			
014902	54110	BLD/GRNDS - HEAT OIL COMM CTR	22,000.00	22,000.00	694.59	1,330.98	0.00	20,669.02	6%	13,400.00	13,400.00	492.22	848.43	0.00	12,551.57	6%			
014902	54120	BLD/GRNDS-WATER/SEWER COMM CTR	6,500.00	6,500.00	0.00	625.90	0.00	5,374.10	10%	3,800.00	3,800.00	0.00	37.75	0.00	3,762.25	1%			
014902	54300	BLD/GRNDS-BLDG MAINT COMM CTR	12,000.00	12,000.00	826.35	7,236.05	0.00	4,763.95	60%	9,600.00	9,600.00	673.26	5,891.76	0.00	3,708.24	61%			
014903	54100	BLD/GRNDS - SENIOR CENTER ELEC	7,500.00	7,500.00	225.98	1,013.89	0.00	6,486.11	14%	2,820.00	2,820.00	224.18	903.88	0.00	1,916.12	32%			
014903	54110	BLD/GRNDS - SENIOR CTR HEAT	7,500.00	7,500.00	0.00	87.17	0.00	7,412.83	1%	2,780.00	2,780.00	0.00	0.00	0.00	2,780.00	0%			
014903	54120	BLD/GRNDS-SENIOR CTR-WTR/SWR	600.00	600.00	0.00	0.00	0.00	600.00	0%	2,120.00	2,120.00	0.00	91.00	0.00	2,029.00	4%			
014903	54300	BLD/GRNDS - SENIOR CTR MAINT	2,800.00	2,800.00	0.00	2,641.35	0.00	158.65	94%	2,820.00	2,820.00	218.00	1,716.75	0.00	1,103.25	61%			
014904	54100	BLDG/GRNDS-ELEC BEECH ST EXT	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0%	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0%			
014904	54110	BLDG/GRNDS-HEATING BEECH ST EX	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0%	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0%			
014904	54120	BLDG/GRNDS-WATER/SEWR BEECH ST	1,000.00	1,000.00	0.00	20.00	0.00	980.00	2%	675.00	675.00	0.00	20.00	0.00	655.00	3%			
014904	54300	BLDG/GRNDS-BEECH ST MAINTENANCE	2,100.00	2,100.00	0.00	1,532.35	0.00	567.65	73%	2,250.00	2,250.00	0.00	1,555.20	0.00	694.80	69%			
014905	54100	BLD/GRNDS -ELECTRICITY POLICE	13,500.00	13,500.00	1,018.96	4,450.49	0.00	9,049.51	33%	12,300.00	12,300.00	953.41	3,960.11	0.00	8,339.89	32%			
014905	54110	BLD/GRNDS - HEAT & OIL -POLICE	3,000.00	3,000.00	0.00	621.68	0.00	2,378.32	21%	3,318.00	3,318.00	416.26	416.26	0.00	2,901.74	13%			
014905	54120	BLD/GRNDS - WATER/SEWER-POLICE	1,400.00	1,400.00	0.00	246.80	0.00	1,153.20	18%	1,350.00	1,350.00	0.00	268.50	0.00	1,081.50	20%			
014905	54300	BLD/GRNDS -POLICE BLDING MAINT	12,500.00	12,500.00	400.14	6,623.76	0.00	5,876.24	53%	13,400.00	13,400.00	1,009.80	6,432.70	0.00	6,967.30	48%			
014905	54301	BLD/GRNDS-POLICE GENERATOR	800.00	800.00	0.00	239.35	0.00	560.65	30%	2,500.00	2,500.00	0.00	272.50	0.00	2,227.50	11%			
014906	54100	BLD/GRNDS -ELEC YOUNGS LN	25,000.00	25,000.00	819.36	2,911.98	0.00	22,088.02	12%	19,800.00	19,800.00	815.75	4,794.06	0.00	15,005.94	24%			
014906	54110	BLD/GRNDS-HEAT & OIL-YOUNGS LN	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0%	37,920.00	37,920.00	0.00	0.00	0.00	37,920.00	0%			
014906	54120	BLD/GRNDS-WATER/SEWR-YOUNGS LN	3,000.00	3,000.00	0.00	777.20	0.00	2,222.80	26%	2,970.00	2,970.00	0.00	633.25	0.00	2,336.75	21%			
014906	54300	BLD/GRNDS-YOUNGS LN MAINTENANCE	20,000.00	20,000.00	196.14	19,353.94	0.00	646.06	97%	19,900.00	19,900.00	3,011.10	16,862.83	0.00	3,037.17	85%			
014906	54301	BLD/GRNDS-YOUNGS LN GENERATOR	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%			
014907	54100	BLD/GRNDS-ELEC HAND TUB	200.00	200.00	0.00	0.00	0.00	200.00	0%	500.00	500.00	16.21	64.84	0.00	435.16	3%			
014907	54110	BLD/GRNDS -HEAT & OIL -HAND TUB	200.00	200.00	0.00	0.00	0.00	200.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014907	54300	BLD/GRNDS-HAND TUB MAINTENANCE	1,000.00	1,000.00	16.21	85.00	0.00	915.00	9%	1,200.00	1,200.00	0.00	20.00	0.00	1,180.00	2%			
014908	54310	BLD/GRNDS -ELEVATOR MAINTENANCE	3,100.00	3,100.00	0.00	714.00	0.00	2,386.00	23%	3,100.00	3,100.00	0.00	620.00	0.00	2,480.00	20%			
014909	54100	BLD/GRNDS-ELECTRICITY-PARKS	1,600.00	1,600.00	94.07	326.35	0.00	1,273.65	20%	1,350.00	1,350.00	100.64	358.15	0.00	991.85	27%			
014909	54300	BLD/GRNDS -PARKS MAINTENANCE	7,000.00	7,000.00	115.12	5,302.98	0.00	1,697.02	76%	5,000.00	5								

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Fiscal Year 2022									Fiscal Year 2021							
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
014290	55800	EM - TRAINING/STAFF DE	750.00	750.00	0.00	0.00	0.00	750.00	0%	750.00	750.00	0.00	0.00	0.00	750.00	0%
014290	56100	EM - GENERAL SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0%	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0%
014290	56107	EM-EMERGENCY SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%
Total 4290 Emergency Management			2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0%	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0%

Town of Newmarket, New Hampshire
Expense Report ¹⁰
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Fiscal Year 2022										Fiscal Year 2021									
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED			
			W/PRIOR YEAR ENCUMBRANCES								W/PRIOR YEAR ENCUMBRANCES								
014311	51100	PW ADMIN - FULL TIME SALARIES	139,373.40	139,373.40	10,823.84	41,777.86	0.00	97,595.54	30%	137,178.08	137,178.08	11,315.84	40,690.75	0.00	96,487.33	30%			
014311	51201	PW ADMIN - LABOR SALARIES	282,123.02	282,123.02	20,809.30	90,689.79	0.00	191,433.23	32%	270,484.03	270,484.03	26,224.03	84,465.18	0.00	186,018.85	31%			
014311	51400	PW ADMIN - OVERTIME	60,000.00	60,000.00	4,825.92	13,490.08	0.00	46,509.92	22%	50,000.00	50,000.00	2,650.75	8,810.19	0.00	41,189.81	18%			
014311	51410	PW ADMIN-STORM OFFSET SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014311	53410	PW ADMIN-COMMUNICATION SERVICE	8,200.00	8,200.00	806.07	3,693.02	0.00	4,506.98	45%	8,500.00	8,500.00	1,050.96	4,186.22	0.00	4,313.78	49%			
014311	55600	PW ADMIN - DUES/MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%	500.00	500.00	0.00	0.00	0.00	400.00	20%			
014311	55800	PW ADMIN-TRAINING/STAFF DEVEL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0%	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%			
014311	56100	PW ADMIN - GENERAL SUPPLIES	9,000.00	9,000.00	578.04	1,641.01	0.00	7,358.99	18%	9,000.00	9,000.00	375.60	1,626.20	0.00	7,373.80	18%			
014311	56250	PW ADMIN - POSTAGE	60.00	60.00	0.00	0.51	0.00	49.49	1%	75.00	75.00	0.50	8.90	0.00	66.10	12%			
014311	56260	PW ADMIN - ADVERTISING	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0%	1,200.00	1,200.00	150.20	2,216.15	0.00	-1,016.15	185%			
014311	56800	PW ADMIN - UNIFORMS	13,300.00	13,300.00	956.56	5,337.69	0.00	7,962.31	40%	12,600.00	12,600.00	2,130.23	5,742.07	0.00	6,857.93	46%			
Total 4311 Public Works-Administrat			514,746.42	514,746.42	38,799.73	156,629.96	0.00	358,116.46	30%	490,537.11	490,537.11	43,898.11	147,845.66	0.00	342,691.45	30%			
014312	51410	RDWY/SWK-STORM RELATED OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014312	53100	RDWY/SWK - ENGINEERING	25,000.00	27,620.45	1,158.93	7,376.42	866.84	20,244.03	27%	30,000.00	30,000.00	860.68	2,335.75	17,772.00	27,664.25	8%			
014312	53112	RDWY/SWK - CONSTRUCTION	50,000.00	50,000.00	32,774.13	50,000.00	0.00	0.00	100%	50,000.00	50,000.00	3,413.69	13,786.06	0.00	36,213.94	28%			
014312	53122	RDWY/SWK - WEATHER SERVICE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%			
014312	54250	RDWY/SWK - TREE SERVICE	1,500.00	1,500.00	0.00	900.00	0.00	600.00	60%	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0%			
014312	54400	RDWY/SWK - EQUIPMENT LEASE	15,000.00	15,000.00	0.00	15,404.00	0.00	-404.00	103%	15,000.00	15,000.00	3,300.00	15,762.50	0.00	-762.50	105%			
014312	54450	RDWY/SWK - CONTRACT STREET MAR	7,400.00	7,570.10	7,400.00	7,400.00	170.10	170.10	98%	7,000.00	7,000.00	7,494.90	7,494.90	170.10	-494.90	107%			
014312	54460	RDWY/SWK - CONTRACT WINTER EQ	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0%	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0%			
014312	54900	RDWY/SWK - COLD MIX	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0%	3,500.00	3,500.00	0.00	1,569.08	0.00	1,930.92	45%			
014312	54910	RDWY/SWK - CURBSIDE WEED CONTR	3,000.00	3,000.00	0.00	1,900.00	0.00	1,100.00	63%	3,000.00	3,000.00	950.00	2,850.00	0.00	150.00	95%			
014312	54990	RDWY/SWK - MOSQUITO CONTROL	60,000.00	60,000.00	12,000.00	48,000.00	12,000.00	48,000.00	80%	60,000.00	60,000.00	0.00	20,000.00	60,000.00	40,000.00	33%			
014312	55450	RDWY/SWK - PAVEMENT MARKING	4,500.00	4,500.00	2,359.47	2,558.39	0.00	1,941.61	57%	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0%			
014312	56100	RDWY/SWK - GENERAL SUPPLIES	19,500.00	19,500.00	5,504.02	16,362.69	0.00	3,137.31	84%	19,500.00	19,500.00	2,813.74	7,302.21	0.00	12,197.79	37%			
014312	56140	RDWY/SWK-WINTER SALT	90,000.00	90,000.00	0.00	0.00	90,000.00	90,000.00	0%	90,000.00	90,000.00	14,022.67	14,022.67	75,977.33	75,977.33	16%			
014312	56141	RDWY/SWK-WINTER SAND	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0%	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0%			
014312	57380	RDWY/SWK - HOT TOP	160,000.00	160,000.00	10,938.62	10,938.62	160,000.00	149,061.38	7%	160,000.00	185,155.39	0.00	160,000.00	46,255.48	25,155.39	86%			
Total 4312 Roadways & Sidewalks			455,900.00	458,690.55	72,135.17	160,840.12	263,036.94	297,850.43	35%	465,000.00	490,155.39	32,855.68	245,123.17	200,174.91	245,032.22	50%			
014313	54322	BRIDGES - GUARDRAILS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0%	6,000.00	6,000.00	0.00	816.00	0.00	5,184.00	14%			
014313	56110	BRIDGES - SIGNS	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
Total 4313 Bridges			5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0%	6,000.00	6,000.00	0.00	816.00	0.00	5,184.00	14%			
014316	54100	STREET LIGHT - ELECTRICITY	28,000.00	28,000.00	1,745.52	5,342.73	0.00	22,657.27	19%	27,000.00	27,000.00	2,289.58	6,931.05	0.00	20,068.95	26%			
014316	57500	STREET LIGHT - FIXTURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%	3,000.00	3,000.00	201.00	201.00	0.00	2,799.00	7%			
014316	62800	STREET LIGHT - PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
014316	62810	STREET LIGHT - INTEREST	16,215.72	16,215.72	0.00	2,702.75	0.00	13,512.97	17%	10,000.00	10,000.00	5,405.74	5,405.74	0.00	4,594.26	54%			
Total 4316 Street Lighting			45,215.72	45,215.72	1,745.52	8,045.48	0.00	37,170.24	18%	40,000.00	40,000.00	2,490.58	12,537.29	0.00	27,462.71	31%			
014319	54310	VEHICLE - EQUIP MAINT	65,000.00	66,000.00	6,937.96	13,819.29	3,800.00	52,180.71	21%	75,000.00	75,982.03	7,325.93	28,571.82	982.03	47,410.21	38%			
014319	54331	VEHICLE - RADIO MAINT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0%	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0%			
014319	56100	VEHICLE - GENERAL SUPPLIES	3,500.00	3,500.00	39.30	831.68	0.00	2,668.32	24%	3,500.00	3,500.00	345.25	765.58	0.00	2,734.42	22%			
014319	56350	VEHICLE - GASOLINE	10,500.00	10,500.00	1,392.98	4,966.24	0.00	5,533.76	47%	12,500.00	12,500.00	2,271.72	4,163.16	0.00	8,336.84	33%			
014319	56360	VEHICLE - DIESEL FUEL	25,000.00	25,000.00	-606.30	5,464.46	0.00	19,535.54	22%	32,000.00	32,000.00	2,493.12	5,528.98	0.00	26,471.02	17%			
014319	56600	VEHICLE - OIL	1,500.00	1,500.00	0.00	775.90	0.00	724.10	52%	1,500.00	1,500.00	0.00	0.00	0.00	1,365.65	9%			
014319	56602	VEHICLE MAINT FEE	18,000.00	18,000.00	0.00	2,939.72	0.00	15,060.28	16%	18,000.00	18,000.00	456.88	5,609.99	0.00	12,390.01	31%			
014319	56603	VEHICLE MAINT POLICE	12,000.00	12,000.00	3,446.70	4,430.32	0.00	7,569.68	37%	12,000.00	12,000.00	4,626.00	4,626.00	0.00	7,374.00	39%			
014319	56604	VEHICLE MAINT PUBLIC WORKS	55,000.00	55,000.00	2,373.31	6,140.82	0.00	48,859.18	11%	55,000.00	57,956.00	1,799.46	4,129.12	0.00	53,766.88	7%			
014319	56605	VEHICLE MAINT REC	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0%	2,000.00	2,000.00	465.00	465.00	0.00	1,535.00	23%			
014319	57410	VEHICLE - EQUIP PURCHASE	3,200.00	3,200.00	0.00	0.00	0.00	3,200.00	0%	3,200.00	3,200.00	0.00	0.00	0.00	3,200.00	0%			
Total 4319 Vehicle			197,200.00	198,200.00	13,583.95	39,370.43	3,800.00	158,829.57	20%	216,200.00	219,688.03	16,642.36	53,994.00	982.03	165,694.03	25%			
014441	51150	DIR ASSIST -PART-TIME SALARIES	20,000.00	20,000.00	1,102.50	4,608.01	0.00	15,391.99	23%	18,025.00	18,025.00	1,350.00	5,355.00	0.00	12,670.00	30%			
014441	53510	DIR ASSIST - MEDICAL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%			
014441	54100	DIR ASSIST - ELECTRICITY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0%			
014441	54110	DIR ASSIST - HEAT	1,000.																

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For the Period Ended October 2021

Fiscal Year 2022										Fiscal Year 2021									
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET	W/PRIOR YEAR	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
					ENCUMBRANCES								ENCUMBRANCES						
014915	61101	CAP RES - PUBLIC WORKS	75,000.00	75,000.00		0.00	75,000.00	0.00	0.00	100%	75,000.00	75,000.00		0.00	75,000.00	0.00	0.00	100%	
014915	61102	CAP RES - BUILDING IMPROVEMENT	20,000.00	20,000.00		0.00	20,000.00	0.00	0.00	100%	15,000.00	15,000.00		0.00	15,000.00	0.00	0.00	100%	
014915	61103	CAP RES - ROADWAY IMPROVEMENTS	250,000.00	250,000.00		0.00	250,000.00	0.00	0.00	100%	250,000.00	250,000.00		0.00	250,000.00	0.00	0.00	100%	
014915	61104	CAP RES-STORM WATER MANAGEMENT	25,000.00	25,000.00		0.00	25,000.00	0.00	0.00	100%	25,000.00	25,000.00		0.00	25,000.00	0.00	0.00	100%	
014915	61105	CAP RES - MACALLEN DAM	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61106	CAP RES - TOWN CEMETERIES	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61200	CAP RES - FIRE DEPARTMENT	50,000.00	50,000.00		0.00	50,000.00	0.00	0.00	100%	50,000.00	50,000.00		0.00	50,000.00	0.00	0.00	100%	
014915	61301	CAP RES - POLICE VEHICLES	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61302	CAP RES - POLICE DISPATCH EQUIP	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	
014915	61401	CAP RES - VETERANS MEMORIAL	2,000.00	2,000.00		0.00	2,000.00	0.00	0.00	100%	2,000.00	2,000.00		0.00	2,000.00	0.00	0.00	100%	
014915	61403	CAP RES - TOWN CLOCK	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61404	CAP RES -300TH ANNIV EXP TRUST	2,000.00	2,000.00		0.00	2,000.00	0.00	0.00	100%	2,000.00	2,000.00		0.00	2,000.00	0.00	0.00	100%	
014915	61501	CAP RES -RECREATION FACILITIES	15,000.00	15,000.00		0.00	15,000.00	0.00	0.00	100%	86,050.00	86,050.00		0.00	86,050.00	0.00	0.00	100%	
014915	61601	CAP RES - REVALUATION	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61602	CAP RES - MASTER PLAN	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	
014915	61701	CAP RES - LIBRARY	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	
014915	61801	CAP RES-TELECOMMUNICATIONS/MIS	20,000.00	20,000.00		0.00	20,000.00	0.00	0.00	100%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61802	CAP RES - CABLE TV	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
014915	61901	CAP RES-COMP ABSENCE EXP TRUST	10,000.00	10,000.00		0.00	10,000.00	0.00	0.00	100%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
Total 4915 Transfer to CRF			499,000.00	499,000.00		0.00	499,000.00	0.00	0.00	100%	535,050.00	535,057.00		0.00	535,057.00	0.00	0.00	100%	
Total 01 GENERAL FUND			8,769,291.96	8,824,155.29		516,215.16	2,992,006.84	334,788.54	5,832,148.45	34%	8,488,436.86	8,536,246.91		428,371.22	2,971,599.72	289,931.66	5,564,647.19	35%	
024550	51100	LIBRARY - SALARIES	62,238.16	62,238.16		4,615.38	14,766.24	0.00	47,471.92	24%	58,171.00	58,171.00		4,491.14	16,897.45	0.00	41,273.55	29%	
024550	51110	LIBRARY - SALARY ADJUSTMENT	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
024550	51150	LIBRARY - PART TIME SALARIES	126,849.51	126,849.51		9,002.27	38,144.88	0.00	88,704.63	30%	126,064.94	126,064.94		9,639.48	37,106.22	0.00	88,958.72	29%	
024550	51160	LIBRARY - HEALTH INSURANCE	15,632.89	15,632.89		1,254.71	5,890.59	0.00	9,742.30	38%	13,924.58	13,924.58		1,247.93	5,856.69	0.00	8,067.89	42%	
024550	52150	LIBRARY - LIFE & DISABILITY	1,865.00	1,865.00		154.97	556.96	0.00	1,308.04	30%	1,352.69	1,352.69		141.07	564.28	0.00	788.41	42%	
024550	52200	LIBRARY - FICA	11,476.00	11,476.00		855.64	3,325.88	0.00	8,150.12	29%	11,082.12	11,082.12		887.08	3,392.18	0.00	7,689.94	31%	
024550	52250	LIBRARY - MEDICARE	2,684.00	2,684.00		200.11	777.85	0.00	1,906.15	29%	2,591.79	2,591.79		207.45	793.32	0.00	1,798.47	31%	
024550	52300	LIBRARY - RETIREMENT	13,117.68	13,117.68		997.75	3,527.41	0.00	9,590.27	27%	9,871.47	9,871.47		766.74	2,866.94	0.00	6,884.53	30%	
024550	52500	LIBRARY - UNEMPLOYMENT	2,537.45	2,537.45		0.00	0.00	0.00	2,537.45	0%	2,547.36	2,547.36		0.00	0.00	0.00	2,547.36	0%	
024550	52600	LIBRARY-WORKERS COMPENSATION	658.21	658.21		0.00	411.90	0.00	246.31	63%	498.14	498.14		0.00	368.94	0.00	129.20	74%	
024550	53390	LIBRARY - PROGRAMS	1,000.00	1,000.00		0.00	1,334.42	0.00	-334.42	133%	3,000.00	3,000.00		40.76	574.41	0.00	2,425.59	19%	
024550	53410	LIBRARY - TELEPHONE	1,400.00	1,400.00		185.37	861.75	0.00	538.25	62%	1,400.00	1,400.00		130.34	499.79	0.00	900.21	36%	
024550	53420	LIBRARY-ELECTRONIC INFO-OTHER	8,400.00	8,400.00		0.00	318.00	0.00	8,082.00	4%	8,400.00	8,400.00		0.00	8,226.00	0.00	174.00	98%	
024550	53550	LIBRARY - AUDIO/VISUAL	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
024550	54100	LIBRARY - ELECTRICITY	12,000.00	12,000.00		794.41	2,585.88	0.00	9,414.12	22%	10,000.00	10,000.00		0.00	1,637.64	0.00	8,362.36	16%	
024550	54110	LIBRARY - HEAT & OIL	12,000.00	12,000.00		0.00	0.00	0.00	12,000.00	0%	9,000.00	9,000.00		271.93	271.93	0.00	8,728.07	3%	
024550	54120	LIBRARY - WATER	800.00	800.00		0.00	133.40	0.00	666.60	17%	800.00	800.00		0.00	55.50	0.00	744.50	7%	
024550	54300	LIBRARY - BUILDING MAINTENANCE	5,313.00	5,313.00		86.55	1,413.01	0.00	4,169.99	22%	5,313.00	5,313.00		22.57	2,796.78	0.00	2,516.22	53%	
024550	54312	LIBRARY - EQUIP MAINT/LEASE	2,000.00	2,000.00		488.04	1,271.60	0.00	728.40	64%	2,000.00	2,000.00		145.00	594.50	0.00	1,405.50	30%	
024550	55220	LIBRARY-INSURANCE DEDUCTIBLES	5,161.00	5,161.00		0.00	3,570.77	0.00	1,590.23	69%	4,300.00	4,300.00		0.00	0.00	0.00	4,300.00	0%	
024550	55300	LIBRARY - MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
024550	55510	LIBRARY - PROMOTION	0.00	0.00		0.00	0.00	0.00	0.00	0%	3,075.00	3,075.00		0.00	0.00	0.00	3,075.00	0%	
024550	55800	LIBRARY-TRAINING/STAFF DEVELOP	500.00	500.00		90.00	90.00	0.00	410.00	18%	1,500.00	1,500.00		0.00	0.00	0.00	1,500.00	0%	
024550	55900	LIBRARY - MISC. GRANTS	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	0.00	0.00	0.00	0%	
024550	56100	LIBRARY - GENERAL SUPPLIES	4,927.00	4,927.00		172.73	1,205.08	0.00	3,721.92	24%	4,927.00	4,927.00		246.87	652.97	0.00	4,274.03	13%	
024550	56700	LIBRARY - BOOKS/SUBSCRIPTIONS	41,000.00	41,000.00		2,878.14	15,582.00	0.00	25,417.86	38%	43,441.00	43,441.00		1,925.16	11,049.18	0.00	32,391.82	25%	
024550	57410	LIBRARY - EQUIPMENT PURCHASE	1,500.00	1,500.00		0.00	0.00	0.00	1,500.00	0%	2,000.00	2,000.00		0.00	424.53	0.00	1,575.47	21%	
Total 02 LIBRARY FUND			333,059.90	333,059.90		21,776.07	95,498.42	0.00	237,561.48	29%	325,260.09	325,260.09		20,163.52	94,749.25	0.00	230,510.84	29%	
050502	56107	EM-EMERGENCY SUPPLIES	0.00	0.00		0.00	0.00	0.00	0.00	0%	0.00	0.00		0.00	473.50	0.00	-473.50	0%	
050506	59500	RECREATION - TEEN CAMP	200.00	200.00		0.00	0.00	0.00	200.00	0%	0.00	0.00		0.00	97.84	0.00	102.16	49%	
050507	59500	RECREATION - SUMMER CAMP	18,500.00	18,500.00		0.00	13,852.47	0.00	4,647.53	75%	19,500.00	19,500.00		0.00	4,625.62	0.00	14,874.38	24%	
050508	59500	RECREATION-SUNRISE/SET SR CTR	5,000.00	5,000.00		132.15	1,443.99	0.00	3,556.01	29%	5,000.00	5,000.00		42.77	21.00	0.00	4,517.23	10%	
050509	59500	RECREATION - SPLASH PAD	5,000.00	5,000.00		21.54	6,037.53	0.00	532.47	92%	5,000.00	5,000.00		0.00	0.00	0.00	5,000.00	0%	

Town of Newmarket, New Hampshire
Expense Report ¹⁵
For the Period Ended October 2021

Fiscal Year 2022										Fiscal Year 2021									
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	BUDGET	REVISED BUDGET W/PRIOR YEAR ENCUMBRANCES	MTD EXPENDED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED			
204332	51100	WATER - FULL TIME SALARIES	194,269.71	194,269.71	13,099.66	52,315.84	0.00	141,953.87	27%	181,654.31	181,654.31	15,717.04	54,697.71	0.00	126,956.60	30%			
204332	51110	WATER - SALARY ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
204332	51150	WATER - PART TIME SALARIES	4,867.40	4,867.40	387.86	1,450.50	0.00	3,416.90	30%	4,749.00	4,749.00	349.25	1,396.53	0.00	3,352.47	29%			
204332	51400	WATER - OVERTIME	14,000.00	14,000.00	505.69	3,363.62	0.00	10,636.38	24%	14,000.00	14,000.00	356.49	2,419.86	0.00	11,580.14	17%			
204332	51900	WATER - LONGEVITY	1,462.50	1,462.50	0.00	0.00	0.00	1,462.50	0%	1,350.00	1,350.00	0.00	0.00	0.00	1,350.00	0%			
204332	51990	WATER - MERIT INCREASE	7,927.00	7,927.00	0.00	0.00	0.00	7,927.00	0%	8,996.00	8,996.00	0.00	0.00	0.00	8,996.00	0%			
204332	52100	WATER - HEALTH INSURANCE	54,827.85	54,827.85	4,417.40	22,087.00	0.00	32,740.85	40%	53,087.20	53,087.20	4,376.37	21,881.85	0.00	31,205.35	41%			
204332	52150	WATER - LIFE/DISABILITY INS	1,900.00	1,900.00	164.49	646.91	0.00	1,253.09	34%	1,343.79	1,343.79	152.40	609.63	0.00	734.16	45%			
204332	52200	WATER - FICA	13,705.97	13,705.97	799.48	3,269.71	0.00	10,436.26	24%	12,425.00	12,425.00	948.64	3,348.70	0.00	9,076.30	27%			
204332	52250	WATER - MEDICARE	3,205.43	3,205.43	186.97	761.79	0.00	2,443.64	24%	2,906.00	2,906.00	221.85	781.75	0.00	2,124.25	27%			
204332	52300	WATER - RETIREMENT	29,132.13	29,132.13	1,893.90	7,754.17	0.00	21,377.96	27%	20,878.77	20,878.77	1,790.17	6,294.69	0.00	14,584.08	30%			
204332	52500	WATER - UNEMPLOYMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0%	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0%			
204332	52600	WATER - WORKERS COMPENSATION	4,636.92	4,636.92	0.00	2,873.01	0.00	1,763.91	62%	5,000.00	5,000.00	0.00	3,748.94	0.00	1,251.06	75%			
204332	53010	WATER - AUDIT	5,500.00	5,500.00	0.00	5,524.44	1,598.31	2,975.56	46%	4,895.00	5,251.00	1,895.50	2,924.50	1,839.75	2,330.50	56%			
204332	53100	WATER - ENGINEERING	30,000.00	45,319.28	0.00	4,179.37	16,089.91	41,139.91	9%	30,000.00	44,326.40	1,021.42	6,298.11	20,378.29	38,028.29	14%			
204332	53130	WATER - GROUNDWATER ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
204332	53200	WATER - LEGAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	4,000.00	4,000.00	0.00	-4,000.00	0%			
204332	53310	WATER - CONTRACTED SERVICES	14,000.00	14,000.00	0.00	4,670.00	0.00	9,330.00	33%	14,000.00	14,000.00	203.05	4,057.85	0.00	9,942.15	29%			
204332	53410	WATER - COMMUNICATION SERVICES	7,600.00	7,600.00	97.14	3,534.92	0.00	4,065.08	47%	7,200.00	7,200.00	330.90	3,718.67	0.00	3,481.33	52%			
204332	54100	WATER - ELECTRICITY	90,000.00	91,897.50	0.00	13,438.80	0.00	78,458.70	15%	78,000.00	78,000.00	3,401.36	13,965.66	0.00	64,034.34	18%			
204332	54300	WATER - BUILDING MAINTENANCE	12,000.00	12,000.00	0.00	1,820.64	0.00	10,179.36	15%	12,000.00	12,000.00	1,187.94	2,032.90	0.00	9,967.10	17%			
204332	54311	WATER - SYSTEM MAINTENANCE	55,000.00	55,000.00	150.60	8,084.52	9,000.00	46,915.48	15%	55,000.00	55,000.00	3,803.33	22,434.43	0.00	32,565.57	41%			
204332	54312	WATER - EQUIP MAINT/LEASE	4,000.00	4,000.00	0.00	322.57	0.00	3,677.43	8%	4,000.00	4,000.00	149.47	462.06	0.00	3,537.94	12%			
204332	55200	WATER - PROPERTY LIABILITY INS	5,148.00	5,148.00	0.00	3,561.77	0.00	1,586.23	69%	5,180.00	5,180.00	0.00	5,042.82	0.00	177.18	97%			
204332	55600	WATER - DUES/SUBSCRIPTIONS	1,200.00	1,200.00	0.00	100.00	0.00	1,100.00	8%	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	0%			
204332	55800	WATER - TRAINING/STAFF DEVELOP	3,600.00	3,600.00	97.00	187.00	0.00	3,413.00	5%	3,500.00	3,500.00	216.00	336.30	0.00	3,163.70	10%			
204332	56100	WATER - GENERAL SUPPLIES	4,600.00	4,600.00	12.98	335.36	0.00	4,264.64	7%	4,600.00	4,600.00	296.35	1,207.84	0.00	3,392.16	26%			
204332	56161	WATER - CHEMICALS	34,000.00	34,000.00	0.00	5,140.75	0.00	28,859.25	15%	17,000.00	17,000.00	0.00	5,162.35	3,703.30	11,837.65	30%			
204332	56250	WATER - POSTAGE	3,700.00	3,700.00	0.00	571.62	0.00	3,128.38	15%	3,700.00	3,700.00	537.15	1,489.10	0.00	2,210.90	40%			
204332	56260	WATER - ADVERTISING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0%	2,500.00	2,500.00	0.00	453.83	0.00	2,046.17	18%			
204332	56350	WATER - GASOLINE	3,400.00	3,400.00	185.02	812.25	0.00	2,587.75	24%	3,450.00	3,450.00	125.53	591.10	0.00	2,858.90	17%			
204332	56370	WATER - LP GAS	16,000.00	16,000.00	0.00	1,781.35	0.00	14,218.65	11%	15,000.00	15,000.00	0.00	953.65	0.00	14,046.35	6%			
204332	56601	WATER - VEHICLE MAINTENANCE	6,000.00	6,000.00	0.00	188.75	0.00	5,811.25	3%	6,000.00	6,000.00	120.00	838.17	0.00	5,161.83	14%			
204332	56800	WATER - UNIFORMS	3,600.00	3,600.00	0.00	424.42	0.00	3,175.58	12%	3,850.00	3,850.00	142.18	645.45	0.00	3,204.55	17%			
204332	57100	WATER - LAND ACQUISITION	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0%	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0%			
204332	57301	WATER INFRASTRUCTURE IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
204332	57410	WATER - EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
204332	61100	WATER - TRANSPORT CAP RES	114,585.00	114,585.00	0.00	114,585.00	0.00	0.00	100%	169,585.00	169,585.00	0.00	169,585.00	0.00	0.00	100%			
204332	62800	WW - BONDS & NOTES PRINCIPLE	131,661.00	131,661.00	0.00	100,104.00	0.00	31,557.00	76%	131,661.00	131,661.00	131,661.00	131,661.13	0.00	0.00	100%			
204332	62810	WW - BONDS & NOTES INTEREST	163,281.00	163,281.00	0.00	31,392.61	0.00	131,888.39	19%	125,863.00	125,863.00	43,869.49	43,869.49	0.00	81,993.51	35%			
Total 20 WATER TREATMENT FUND			1,063,310.91	1,080,527.69	21,998.19	392,282.69	26,688.22	688,245.00	36%	1,026,475.07	1,041,161.47	216,873.01	516,910.07	25,921.34	524,251.40	50%			
304335	51100	WW - FULL TIME SALARIES	348,886.96	348,886.96	25,221.40	98,073.86	0.00	250,813.10	28%	326,802.00	326,802.00	29,367.46	100,334.93	0.00	226,467.07	31%			
304335	51110	WATER - SALARY ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
304335	51150	WASTEWATER - PART TIME SALARIES	4,867.40	4,867.40	387.86	1,450.44	0.00	3,416.96	30%	4,749.00	4,749.00	349.25	1,396.53	0.00	3,352.47	29%			
304335	51400	WASTEWATER - OVERTIME	23,000.00	23,000.00	1,019.24	4,322.60	0.00	18,677.40	19%	23,000.00	23,000.00	1,499.61	4,977.63	0.00	18,022.37	22%			
304335	51900	WASTEWATER - LONGEVITY	2,587.50	2,587.50	0.00	0.00	0.00	2,587.50	0%	2,475.00	2,475.00	0.00	0.00	0.00	2,475.00	0%			
304335	51990	MERIT INCREASE	12,343.00	12,343.00	0.00	0.00	0.00	12,343.00	0%	15,976.00	15,976.00	0.00	0.00	0.00	15,976.00	0%			
304335	52100	WASTEWATER - HEALTH INSURANCE	115,184.84	115,184.84	8,126.09	38,904.03	0.00	76,280.81	34%	111,525.92	111,525.92	7,717.57	38,305.40	0.00	73,220.52	34%			
304335	52150	WASTEWATER - LIFE/DISABILITY INS	3,600.00	3,600.00	329.92	1,298.12	0.00	2,301.88	36%	3,131.26	3,131.26	307.98	1,231.89	0.00	1,899.37	39%			
304335	52200	WASTEWATER - FICA	24,126.42	24,126.42	1,538.07	6,002.04	0.00	18,124.38	25%	22,973.00	22,973.00	1,826.70	6,173.96	0.00	16,799.04	27%			
304335	52250	WASTEWATER - MEDICARE	5,642.47	5,642.47	359.70	1,403.72	0.00	4,238.75	25%	5,373.00	5,373.00	427.22	1,443.91	0.00	3,929.09	27%			
304335	52300	WASTEWATER - RETIREMENT	54,094.64	54,094.64	3,590.31	14,159.17	0.00	39,935.47	26%	41,446.00	41,446.00	3,359.27	11,450.33	0.00	29,995.67	28%			
304335	52500	WASTEWATER - UNEMPLOYMENT INS.	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0%	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0%			
304335	52600	WASTEWATER - WORKERS COMP.	11,385.07	11,385.07	0.00	7,053.81	0.00	4,331.26	62%	9,405.75	9,405.75	0.00	7,045.63	0.00	2,360.12	75%			
304335	53010	WASTEWATER - AUDIT	5,500.00	5,500.00	0.00	2,524.44	1,598.31	2,975.56	46%	5,000.00	5,360.00	1,936.30	2,979.70	1,879.35	2,380.30	56%			
304335	53100	WASTEWATER - ENGINEERING	30,000.00	54,268.33	0.00	2,743.63	27,582.01	51,524.70	5%	30,000.00	44,876.19	331.17	7,259.15	7,617.04	37,167.04	16%			
304335	53200	WASTE WATER - LEGAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0%			
304335	53310	WASTEWATER/CONTRACTUAL SERVICES	15,965.00	15,965.00	21.00	10,842.95	0.00	5,122.05	68%	15,500.00	15,500.00	1,733.47	9,416.03	0.00	6,083.97	61%			
304335	53340	WASTEWATER - EMPLOYEE TESTING	750.00	750.00	0.00	0.00	0.00	750.00	0%	750.00	750.00	0.00	0.00	0.00	750.00	0%			
304335	53361	WASTEWATER - NPDES PERMITS	100,000.00	133,843.92	0.00	21,127.84	18,104.46	112,716.08	16%	100,000.00	184,371.31	68,431.60	73,192.80	51,550.51	111,178.51	40%			
304335	53410	WASTEWATER-COMMUNIC SERVICE	10,000.00	10,000.00	201.96	3,812.41	0.00	6,187.59	38%	7,800.00	7,800.00	455.50	4,172.07	0.00	3,627.93	53%			
304335	54100	WASTEWATER - ELECTRICITY	140,000.00	141,897.50	0.00	27,977.27	0.00	113,920.23	20%	125,000.00	125,0								

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Fiscal Year 2022							Fiscal Year 2021					
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED
		Pilot, Interest on Taxes	12,567,700.00	389.63	12,513,006.82	54,693.18	100%	11,965,426.00	2,197.37	11,880,639.81	84,786.19	99%
		Licenses, Permits & Fees	1,998,830.00	119,001.30	621,670.81	1,377,159.19	31%	1,900,000.00	145,647.00	634,875.22	1,265,124.78	33%
		From State	603,144.00	0.00	55,816.74	547,327.26	9%	684,818.00	167,969.53	222,759.58	462,058.42	33%
		Charges for Services	217,250.00	24,058.03	23,176.88	194,073.12	11%	250,000.00	22,736.91	28,816.56	221,183.44	12%
		Misc. Rev. Includes Int. Rev.	205,000.00	3,525.75	27,437.82	177,562.18	13%	175,000.00	6,563.89	32,319.17	142,680.83	18%
		Fund Balance	598,373.00	0.00	598,373.00	0.00	100%	0.00	0.00	0.00	0.00	0%
		Total 05 RECREATION FUND	368,812.00	26,249.09	116,776.17	252,035.83	32%	398,250.00	10,374.83	43,271.65	354,978.35	11%
		Total 07 SOLID WASTE FUND	270,000.00	38,577.49	135,801.64	134,198.36	50%	276,750.00	34,820.50	127,948.62	148,801.38	46%
		Total 20 WATER TREATMENT FUND	1,200,000.00	6,919.48	477,749.81	722,250.19	40%	1,090,493.00	11,104.74	348,967.13	741,525.87	32%
		Total 30 WASTEWATER TREATMENT FUND	2,000,000.00	4,556.99	557,809.57	1,442,190.43	28%	2,156,734.00	3,962.98	657,970.89	1,498,763.11	31%
TOTAL REVENUES			20,029,109.00	223,277.76	15,127,619.26	4,901,489.74	76%	18,897,471.00	405,377.75	13,977,568.63	4,919,902.37	74%

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For the Period Ended October 2021

Fiscal Year 2022							Fiscal Year 2021					
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED
010000	41100	REAL ESTATE TAXES	12,498,465.00	0.00	12,498,465.00	0.00	100%	11,861,951.00	0.00	11,861,951.00	0.00	100%
010000	41200	LAND USE CHANGE TAX	20,000.00	0.00	0.00	20,000.00	0%	44,451.00	0.00	0.00	44,451.00	0%
010000	41500	OVERLAY	-20,000.00	0.00	-20,000.00	0.00	100%	-20,000.00	0.00	-20,000.00	0.00	100%
010000	41850	YIELD TAXES	1,235.00	0.00	0.00	1,235.00	0%	1,235.00	0.00	0.00	1,235.00	0%
010000	41860	PAYMENTS IN LIEU OF TAXES	18,000.00	0.00	20,446.00	-2,446.00	114%	18,521.00	0.00	0.00	18,521.00	0%
010000	41870	EXCAVATION TAX	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	41900	INT. &PENALTIES-CURNT PROP TAX	30,000.00	347.89	2,346.23	27,653.77	8%	59,268.00	773.83	15,488.16	43,779.84	26%
010000	41901	REDEMPTION INTEREST	20,000.00	41.74	11,749.59	8,250.41	59%	0.00	1,423.54	23,200.65	-23,200.65	0%
010000	41902	INTEREST &PENALTIES ON OTH TAX	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Pilot, Interest on Taxes			12,567,700.00	389.63	12,513,006.82	54,693.18	100%	11,965,426.00	2,197.37	11,880,639.81	84,786.19	99%
010000	41903	LIEN COST RECOVERY UTILITIES	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	42200	MV PERMIT,CLERK & TRANSFER FEE	1,690,774.00	113,016.02	538,371.02	1,152,402.98	32%	1,596,000.00	137,707.00	557,731.00	1,038,269.00	35%
010000	42207	MV MAIL-IN FEES	8,609.00	574.00	2,704.00	5,905.00	31%	0.00	665.00	2,788.00	-2,788.00	0%
010000	42214	MOTOR VEHICLE STICKERS	32,989.00	2,178.00	10,725.00	22,264.00	33%	0.00	2,676.00	11,325.00	-11,325.00	0%
010000	42221	MV TITLE FEES	4,045.00	254.00	1,446.00	2,599.00	36%	0.00	406.00	1,644.00	-1,644.00	0%
010000	42250	BOAT REGISTRATIONS	5,695.00	69.28	783.68	4,911.32	14%	0.00	21.00	1,008.44	-1,008.44	0%
010000	42260	DOG LICENSES	6,739.00	52.00	1,507.00	5,232.00	22%	0.00	656.00	1,562.00	-1,562.00	0%
010000	42270	FISH & GAME	0.00	1.00	32.00	-32.00	0%	0.00	5.00	38.00	-38.00	0%
010000	42300	BUILDING PERMITS	67,320.00	1,790.00	22,115.00	45,205.00	33%	57,000.00	2,925.00	14,811.00	42,189.00	26%
010000	42900	MISC LICENSES, PERMITS & Fees	0.00	0.00	0.00	0.00	0%	19,760.00	0.00	0.00	19,760.00	0%
010000	42907	FRANCHISE RENEWAL AGREEMENT	173,493.00	0.00	40,142.11	133,350.89	23%	227,240.00	0.00	40,694.78	186,545.22	18%
010000	44101	VITAL STATISTICS	7,144.00	1,067.00	2,870.00	4,274.00	40%	0.00	586.00	2,678.00	-2,678.00	0%
010000	44201	UCC'S	2,022.00	0.00	975.00	1,047.00	48%	0.00	0.00	585.00	-585.00	0%
010000	44401	FINGER PRINTS RECEIPTS	0.00	0.00	0.00	0.00	0%	0.00	0.00	10.00	-10.00	0%
Licenses, Permits & Fees			1,998,830.00	119,001.30	621,670.81	1,377,159.19	31%	1,900,000.00	145,647.00	634,875.22	1,265,124.78	33%
010000	43520	MEALS AND ROOM TAX DISTRIBUTN	318,440.00	0.00	0.00	318,440.00	0%	424,587.00	0.00	0.00	424,587.00	0%
010000	43525	MUNICIPAL AID	104,204.00	0.00	0.00	104,204.00	0%	0.00	114,113.60	114,113.60	-114,113.60	0%
010000	43530	HIGHWAY BLOCK GRANT	180,000.00	0.00	53,658.39	126,341.61	30%	239,686.00	53,855.93	107,711.86	131,974.14	45%
010000	43590	RAILROAD TAX	500.00	0.00	1,116.77	-616.77	223%	400.00	0.00	934.12	-534.12	234%
010000	43790	MISC. GRANTS	0.00	0.00	1,041.58	-1,041.58	0%	20,145.00	0.00	0.00	20,145.00	0%
From State			603,144.00	0.00	55,816.74	547,327.26	9%	684,818.00	167,969.53	222,759.58	462,058.42	33%
010000	42928	POLICE SEX OFFENDER RECEIPTS	50.00	0.00	60.00	-10.00	120%	0.00	0.00	0.00	0.00	0%
010000	42930	PLANNING/ZONING RECEIPTS	2,000.00	50.00	1,473.00	527.00	74%	2,767.00	0.00	1,757.00	1,010.00	63%
010000	44300	COPIER REVENUE	0.00	0.00	42.00	-42.00	0%	0.00	0.00	0.00	0.00	0%
010000	44310	WELFARE REIMBURSEMENTS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44350	ATM REVENUES	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44402	POLICE REPORT FEES	1,200.00	0.00	180.00	1,020.00	15%	1,660.00	105.00	345.00	1,315.00	21%
010000	44403	COURT RECEIPTS	1,000.00	0.00	100.00	900.00	10%	2,075.00	100.00	100.00	1,975.00	5%
010000	44404	PARKING TICKETS	0.00	0.00	1,945.00	-1,945.00	0%	0.00	700.00	4,460.00	-4,460.00	0%
010000	44405	PARKING PERMITS	8,000.00	0.00	3,100.00	4,900.00	39%	8,301.00	68.34	2,833.34	5,467.66	34%
010000	44406	DISPATCH RECEIPTS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44407	POLICE ALARMS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44408	POLICE - DRUG TASK FORCE	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44414	PARKING COURT FEES	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44500	AMBULANCE RECEIPTS	200,000.00	22,592.03	13,211.88	186,788.12	7%	228,279.00	21,763.57	18,573.22	209,705.78	8%
010000	44600	FIRE DEPARTMENT RECEIPTS	5,000.00	75.00	825.00	4,175.00	17%	6,918.00	0.00	400.00	6,518.00	6%
010000	44601	FIRE DEPT. X-DETAIL RECEIPTS	0.00	1,341.00	2,240.00	-2,240.00	0%	0.00	0.00	348.00	-348.00	0%
010000	44602	DPW DEPT. X-DETAIL RECEIPTS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Charges for Services			217,250.00	24,058.03	23,176.88	194,073.12	11%	250,000.00	22,736.91	28,816.56	221,183.44	12%
010000	44800	RECREATION FACILITY RENTAL	0.00	25.00	25.00	-25.00	0%	0.00	0.00	0.00	0.00	0%
010000	44801	SUNRISE SUNSET REVENUE	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44803	HOUSING AUTHORITY	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
010000	44805	SCHOOL DEPARTMENT	155,000.00	0.00	11,632.73	143,367.27	8%	155,000.00	79.38	9,705.50	145,294.50	6%
010000	44900	MISC. RECEIPTS	0.00	25.01	268.87	-268.87	0%	0.00	206.45	476.15	-476.15	0%
010000	45100	SALE OF MUNICIPAL PROPERTY	0.00	1,000.00	1,000.00	-1,000.00	0%	0.00	0.00	0.00	0.00	0%
010000	45101	RENT OF MUNICIPAL PROPERTY	0.00	1,803.10	7,187.40	-7,187.40	0%	0.00	1,790.60	5,929.08	-5,929.08	0%
010000	45200	INTEREST ON INVESTMENTS	50,000.00	532.64	4,727.82	45,272.18	9%	20,000.00	2,329.46	13,745.94	6,254.06	69%
010000	45300	POLICE - DOG ORDINANCE FINES	0.00	140.00	2,597.00	-2,597.00	0%	0.00	2,156.00	2,460.50	-2,460.50	0%
010000	45800	TC/TC OVER AND UNDER	0.00	0.00	-1.00	1.00	0%	0.00	2.00	2.00	-2.00	0%
010000	45900	GF - MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Misc. Rev. Includes Int. Rev.			205,000.00	3,525.75	27,437.82	177,562.18	13%	175,000.00	6,563.89	32,319.17	142,680.83	18%
010000	49900	FUND BALANCE OFFSET TAX	598,373.00	0.00	598,373.00	0.00	100%	0.00	0.00	0.00	0.00	0%
Fund Balance			598,373.00	0.00	598,373.00	0.00	100%	0.00	0.00	0.00	0.00	0%

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Fiscal Year 2022								Fiscal Year 2021				
ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED	BUDGET	MTD REVENUES	YTD REVENUES	AVAILABLE BUDGET	PERCENT COLLECTED
050000	44502	REC - ADVERTISING RECEIPTS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
050000	44550	RECREATION - REVENUE	368,812.00	25,745.95	112,621.16	256,190.84	31%	398,250.00	10,153.00	42,296.30	355,953.70	11%
050000	44800	RECREATION - REC RENTAL REV	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
050000	45200	RECREATION - INTEREST	0.00	36.39	245.28	-245.28	0%	0.00	161.83	771.59	-771.59	0%
050501	44802	RECREATION - LIGHT USAGE	0.00	78.75	1,128.75	-1,128.75	0%	0.00	0.00	0.00	0.00	0%
050502	44801	REC-SUNRISE SUNSET REVENUE	0.00	388.00	2,780.98	-2,780.98	0%	0.00	60.00	196.56	-196.56	0%
050502	44806	EMERGENCY SUPPLIES REIMB.	0.00	0.00	0.00	0.00	0%	0.00	0.00	7.20	-7.20	0%
050503	44501	RECREATION - BUS USAGE	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Total 05 RECREATION FUND			368,812.00	26,249.09	116,776.17	252,035.83	32%	398,250.00	10,374.83	43,271.65	354,978.35	11%
070000	44700	SW - LANDFILL RECEIPTS	270,000.00	14,417.24	45,157.24	224,842.76	17%	276,750.00	14,579.48	40,709.60	236,040.40	15%
070000	44701	SW - GARBAGE BAGS	0.00	23,907.50	85,463.40	-85,463.40	0%	0.00	18,389.00	77,703.35	-77,703.35	0%
070000	44702	SW - RECYCLING BINS	0.00	100.00	460.00	-460.00	0%	0.00	230.00	690.00	-690.00	0%
070000	44703	SW - UNITED TECHNOLOGIES	0.00	0.00	252.06	-252.06	0%	0.00	0.00	396.37	-396.37	0%
070000	44704	SW-NEWFIELDS RECYCLING	0.00	15.00	80.00	-80.00	0%	0.00	1,355.00	6,565.00	-6,565.00	0%
070000	44900	SW - UNANTIC FUNDS HAZ. WAS	0.00	0.00	3,742.14	-3,742.14	0%	0.00	0.00	672.51	-672.51	0%
070000	45200	SW - INTEREST	0.00	137.75	646.80	-646.80	0%	0.00	267.02	1,211.79	-1,211.79	0%
Total 07 SOLID WASTE FUND			270,000.00	38,577.49	135,801.64	134,198.36	50%	276,750.00	34,820.50	127,948.62	148,801.38	46%
200000	41100	WATER - TAX REVENUE	1,200,000.00	2,668.75	348,324.55	851,675.45	29%	1,090,493.00	1,545.91	313,422.49	777,070.51	29%
200000	41904	WATER - INT &PENALTY ON DELIQU	0.00	166.81	627.76	-627.76	0%	0.00	437.14	1,409.87	-1,409.87	0%
200000	43790	WATER - STATE GRANTS	0.00	0.00	99,980.00	-99,980.00	0%	0.00	0.00	0.00	0.00	0%
200000	44900	WATER - OTHER MISC REV	0.00	0.00	0.00	0.00	0%	0.00	0.00	750.00	-750.00	0%
200000	44901	WATER-ENTRANCE FEES	0.00	0.00	2,000.00	-2,000.00	0%	0.00	0.00	0.00	0.00	0%
200000	44902	WATER - JOB WORK	0.00	0.00	409.10	-409.10	0%	0.00	0.00	0.00	0.00	0%
200000	44903	WATER - DEDUCT METER	0.00	0.00	600.00	-600.00	0%	0.00	0.00	2,396.00	-2,396.00	0%
200000	45100	WATER-SALE OF MUNICIPAL PROP	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
200000	45101	WATER - RENT OF MUNICIPAL PROP	0.00	4,035.60	25,601.64	-25,601.64	0%	0.00	8,949.84	30,215.43	-30,215.43	0%
200000	45200	WATER - INTEREST	0.00	48.32	206.76	-206.76	0%	0.00	171.85	773.34	-773.34	0%
200000	49157	WATER - BOND PROCEEDS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Total 20 WATER TREATMENT FUND			1,200,000.00	6,919.48	477,749.81	722,250.19	40%	1,090,493.00	11,104.74	348,967.13	741,525.87	32%
300000	41100	WASTEWATER - TAX REVENUE	2,000,000.00	4,136.55	554,675.15	1,445,324.85	28%	2,156,734.00	2,141.09	550,405.04	1,606,328.96	26%
300000	41904	WW - INTEREST ON DELINQUENT TAX	0.00	318.08	1,350.68	-1,350.68	0%	0.00	810.67	2,275.48	-2,275.48	0%
300000	43790	WASTEWATER - STATE REVENUE	0.00	0.00	0.00	0.00	0%	0.00	0.00	102,328.00	-102,328.00	0%
300000	44900	WASTEWATER - ENTRANCE FEES	0.00	0.00	1,000.00	-1,000.00	0%	0.00	0.00	0.00	0.00	0%
300000	44902	WASTEWATER - JOB WORK	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
300000	45100	WW-SALE OF MUNICIPAL PROPERTY	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
300000	45200	WASTEWATER - INTEREST	0.00	102.36	783.74	-783.74	0%	0.00	506.22	2,457.37	-2,457.37	0%
300000	45900	WW - OTHER MISC. REVENUE	0.00	0.00	0.00	0.00	0%	0.00	505.00	505.00	-505.00	0%
300000	49150	WW - CAPITAL RES WITHDRAWAL	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
300000	49155	WW - TRANSFER FROM TRUSTEES	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
300000	49157	WW - BOND PROCEEDS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00	0%
Total 30 WASTEWATER TREATMENT FUND			2,000,000.00	4,556.99	557,809.57	1,442,190.43	28%	2,156,734.00	3,962.98	657,970.89	1,498,763.11	31%
TOTAL REVENUES			20,029,109.00	223,277.76	15,127,619.26	4,901,489.74	76%	18,897,471.00	405,377.75	13,977,568.63	4,919,902.37	74%



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 October 2021	11/10/2021	Cover Memo

Monthly Department Report

October 2021



POLICE

Activity

Newmarket Police 3-year comparable statistics for the month of October 2021.

	<u>2021</u>	<u>2020</u>	<u>2019</u>
<i>Total calls for service</i>	1665	1638	1845
<i>Motor vehicle stops</i>	213	124	290
<i>Arrests</i>	2	3	5
<i>Offense reports</i>	33	35	34
<i>M/V accidents</i>	9	8	5
<i>Parking tickets</i>	67	30	74
<i>Drug Overdoses</i>	0	1	1
<i>Alarms</i>	18	9	20
<i>Death Investigations</i>	0	1	0
<i>Mental Health Related</i>	12	3	1

During the month of October, the Newmarket Police Dispatch Center documented 1665 calls for service. We investigated thirty-three criminal complaints that required investigations in twenty-three of them. The cases involve; Domestic Assault, Simple Assault, Harassment, Report of Suspicious Persons, Theft by Unauthorized Taking, Identity Fraud, Criminal Mischief, Criminal Trespassing, Violation of a Protective Order, Stalking, and Criminal Threatening. We received several reports of civil disputes between parties that we helped mediate. Several motor vehicle complaints were received and investigated to include Speeding, subjects driving unregistered ATVs on the roadway, Driving After Revocation or Suspension, and Reckless Operation. Patrol Officers managed several alarms, juvenile incidents, animal incidents and business checks.

The two school resource officers have been very busy with school back in full swing. Officer Gary Gott is our newest School Resource Officer and has been assigned to the Newmarket Elementary School. During the month of October Officer Gott accompanied the 5th grade PE class as they rode bicycles to the recreation fields as part of the class. Below is a picture of Officer Gott as he prepares to take the class down the road. The second picture is Officer Gott reading with students in class.



Covid-19

Our Covid-19 numbers have gone down slightly. We currently have five active cases in Newmarket. We have not had any staffing issues this month due to Covid-19.

Personnel

Alisha McGee started with us on October 18th filling a vacant part-time dispatching position. McGee currently is in field training with us. Our plan is to have this position filled and working on a more regular basis. In the past part-time dispatchers have been able to help with covering shifts and supplementing coverage. Over the past few years our part-time employees have left for a multitude of different reasons including but not limited to Covid. We are trying to consider different ways we can help bolster coverage in these current times where hiring can be a challenge. Many times, people trying to get into emergency services would like to “test the waters” by trying the job out before committing to it fully. We feel if we can give them a more consistent schedule and expose them to the profession it may help us with some of our coverage challenges as well as find future full-time candidates. McGee currently works full-time at Stewart’s Ambulance where she is also a dispatcher. McGee has a background in human resources and is

currently learning the Indonesian language. The hiring process for Aaron Hurlburt has been completed and his start date is/will be November 1st, 2021. Hurlburt was born in Massachusetts and moved to Montana to attend college. After college he lived in Bend Oregon before moving back to New Hampshire. Hurlburt has a background in Sociology and was previously employed as a pre-trial officer. Hurlburt will attend the police academy starting in January. We currently have 2 open slots for the position of police officer at the department that we are trying to fill.

Training

Lieutenant Kukesh recently attended a week-long training in northern, New Hampshire. The training was specific to members of our SERT Team (Seacoast Emergency Response Team). Lt.Kukesh provided the following description of the training:

The team trained on various tactics such as hostage rescue, barricaded subjects, counter sniper, explosive breaching with NHSP (New Hampshire State Police) and combined drone surveillance with team movements. We utilized various locations to simulate real world events such as schools, office buildings, houses, and wooded areas. Extensive training was dedicated to life saving methods to include first aid for humans and even K9's. Multiple talking points and scenario-based trainings focused on decision making and problem solving involving unarmed subjects and appropriate use of force techniques.

Sergeant O'Brien has been the point of contact for a partnership we have entered into with Seacoast Mental Health. The goal is to improve the availability and range of mental health services available to those in our community in need. We hope to accomplish this goal in two ways. The first, which has already been fully implemented is the use of the Columbia Suicide Severity Rating Scale. The CSSRS is being adopted throughout the state by hospitals, care providers, schools and first responders to bring uniformity to identify suicide risk.

The second portion of this partnership is developing a Mobile Crisis Team. This is part of a larger state-wide effort to bring mobile crisis services to every corner of the state. When fully operational the mobile crisis team will be able to respond to a crisis at a moment's notice. Safety and the protection of human life are the top priorities of this team, Other primary objectives are to reduce patients who are unnecessarily transported to hospital emergency rooms and to reduce the involvement of law enforcement in mental health situations where they aren't needed.

Currently all officers have been trained in CSSRS. The Mobile Crisis Team is a work in progress.

Parking Violations

In October patrol officers issued 67 parking tickets. We continue to be active in the parking enforcement in the downtown area. We have noticed an uptick in the number of cars parked in the downtown on the weekend and since UNH has returned to session.

Motor Vehicle Accidents

Motor vehicle crashes were up from last month. The following pictures are from a crash that occurred on the morning of October 26th on Ash Swamp Road. The vehicle left the roadway striking a utility pole and sliding down an embankment. The operator was transported to the hospital with minor injuries. Officers remained at the scene until Eversource was able to replace the utility pole.



Fleet

We have all vehicles up and running. A new cruiser ordered earlier in the year was scheduled to be delayed until 2022. We received notice this week that it will come in earlier than expected and may be here in November. This cruiser is the hybrid we have been waiting for since July. The rest of our fleet is in good working order.

Police Station Maintenance

The Police Station facility is in good working condition. Karen Bloom from the Buildings and Ground Department has been working to update both the inside and outside of the building. We are currently looking at repairing and replacing some external cameras that no longer work.

Drug Related Issues

In October we did not respond to any opiate related overdoses. Our police officers continue to work with those individuals and families that are affected by this epidemic. Although we have not responded to any overdoses, we have seen drug related issues in the community.

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

*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 of the law.*

Community Policing

In October officers participated in the 7th annual “Beards for Bucks” campaign. This campaign directly benefits the Child Advocacy Center or CAC in Portsmouth New Hampshire. During the month of October officers are allowed to grow facial hair while they raise money for the CAC (normally beards are not permitted). For those unfamiliar with the CAC, it is a non-profit center that specializes in forensic interviews of children who are victims of crime and/or domestic violence. The CAC is completely funded by donations. Officers throughout the seacoast raise money every October to help support the CAC. Seacoast officers raised over \$100,000.00 this year. Officer Alofs of our department raised over \$1,000.00 himself. Below is a picture of him with his beard during trick or treat.



We also participated in the annual “Trick or Treat” which was held on October 31st. I was able to help out on that night handing out treats in several different neighborhoods. We had officers deployed in several different neighborhoods around the town.

Fiscal Year 2020/2021 Budget

We have concluded fiscal year 2020-2021. The figures provided to us by the finance office at town hall indicated that we expended 90% of our budget during the year. We are on track for the new budget cycle to come in at around 97%. Those figures are our best estimate currently. We are a little concerned about our fuel usage. Our budget in this line had been reduced from the previous year and currently we have used about 42%. We have taken steps to try and reduce fuel usage whenever possible.

Respectfully submitted,

Greg Jordan

Police Chief

FIRE AND RESCUE

In October, the Department responded to 97 calls for service; 65 of which were medical calls, transporting 51 patients to area hospitals. The ambulance responded to Newfields for five medicals, transporting five patients to the hospital, and to Durham and Lee for medicals transporting two patients. The ladder responded to Exeter, Durham and Newfields for building fires and a brush fire.

The new engine has been delayed until early spring, due to material delays. The photos below are of the cab waiting to be wired.



The Department has decided not to hold the annual Christmas party again this year due to the Covid pandemic. We are hopeful of having it back next year.

The Department hosted the Newmarket Cub Scout Pack 201 teaching them valuable skills and showing them the equipment. These young leaders are now ready to render basic first aid when needed.



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

Newmarket Fire & Rescue

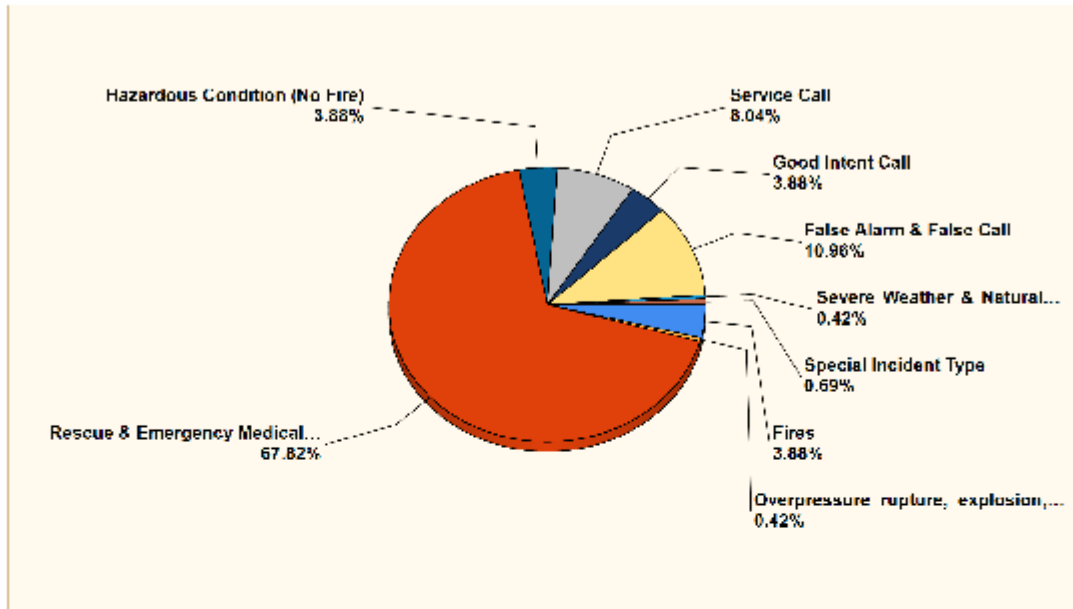
Newmarket, NH

This report was generated on 11/3/2021 9:08:30 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2020 | End Date: 10/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	28	3.88%
Overpressure rupture, explosion, overheating - no fire	3	0.42%
Rescue & Emergency Medical Service	489	67.82%
Hazardous Condition (No Fire)	28	3.88%
Service Call	58	8.04%
Good Intent Call	28	3.88%
False Alarm & False Call	79	10.96%
Severe Weather & Natural Disaster	3	0.42%
Special Incident Type	5	0.69%
TOTAL	721	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.

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Newmarket Fire & Rescue

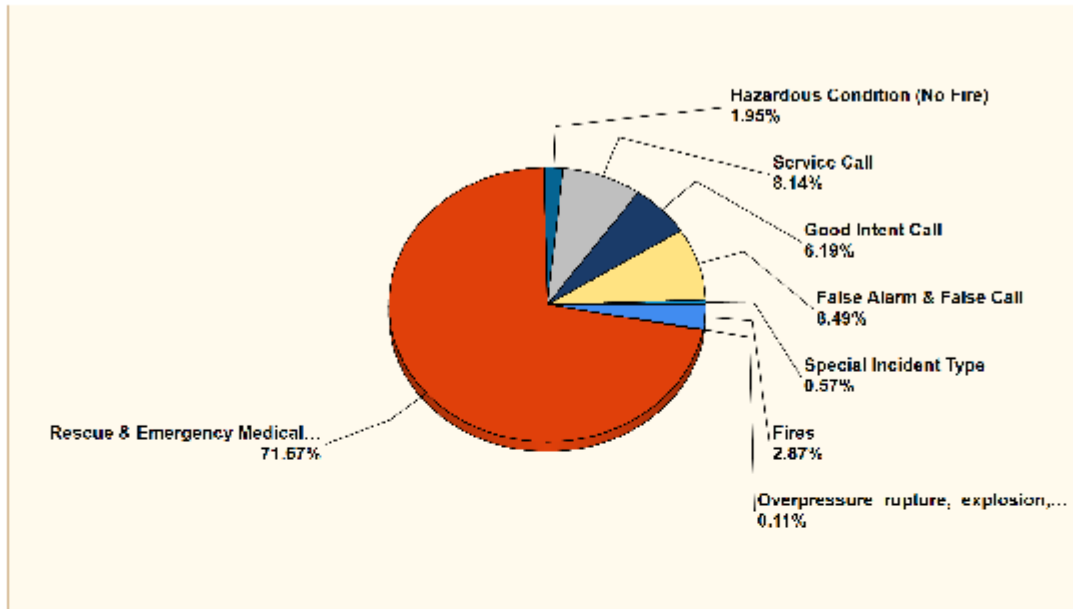
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 10/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	25	2.87%
Overpressure rupture, explosion, overheating - no fire	1	0.11%
Rescue & Emergency Medical Service	625	71.67%
Hazardous Condition (No Fire)	17	1.95%
Service Call	71	8.14%
Good Intent Call	54	6.19%
False Alarm & False Call	74	8.49%
Special Incident Type	5	0.57%
TOTAL	872	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.



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Newmarket Fire & Rescue

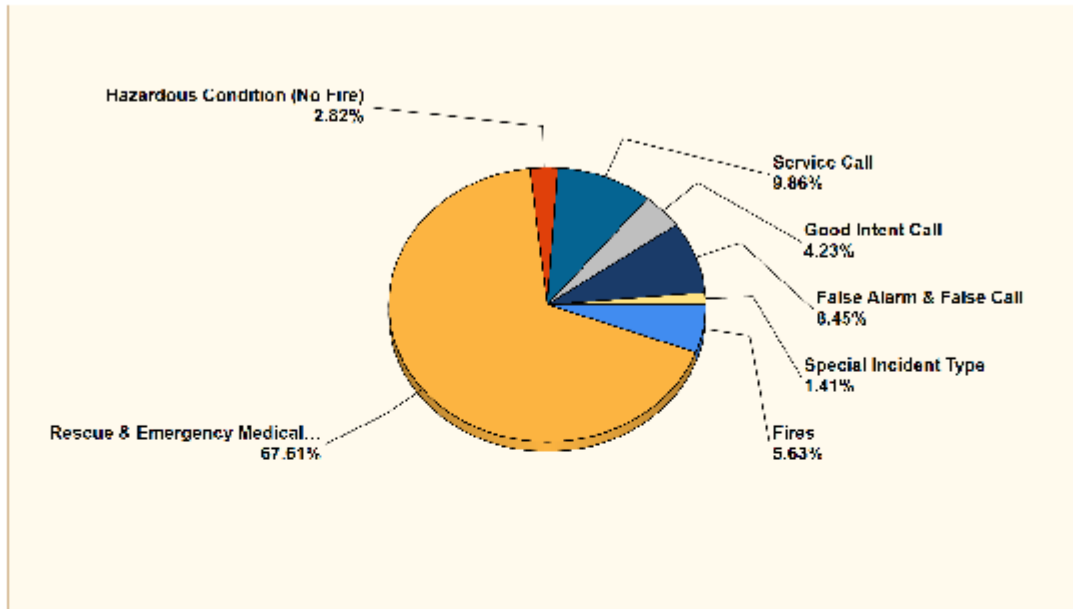
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2020 | End Date: 10/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	5.63%
Rescue & Emergency Medical Service	48	67.61%
Hazardous Condition (No Fire)	2	2.82%
Service Call	7	9.86%
Good Intent Call	3	4.23%
False Alarm & False Call	6	8.45%
Special Incident Type	1	1.41%
TOTAL	71	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.

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Newmarket Fire & Rescue

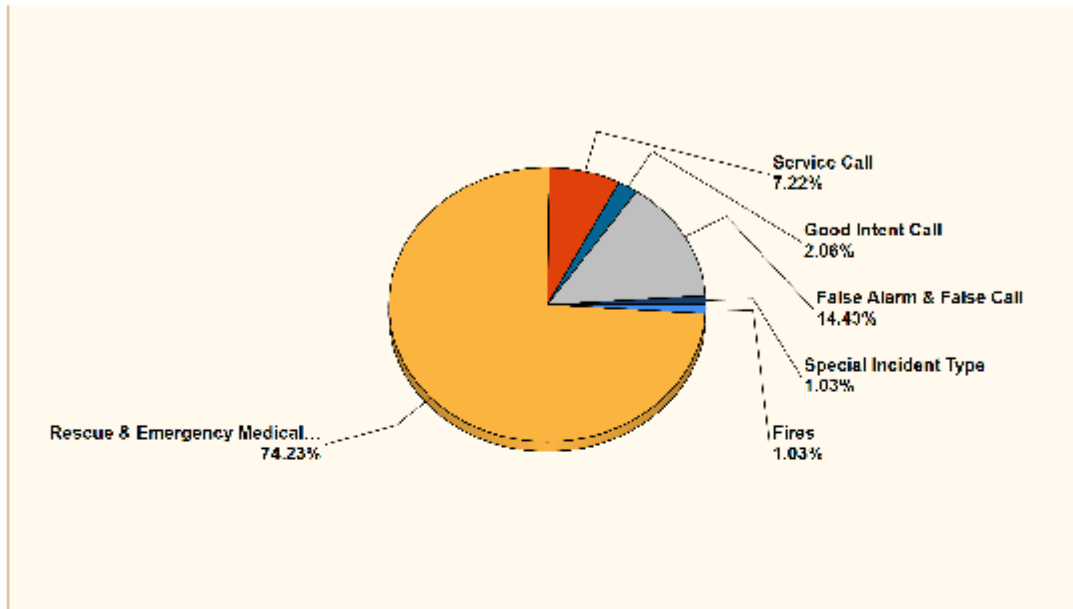
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2021 | End Date: 10/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	1.03%
Rescue & Emergency Medical Service	72	74.23%
Service Call	7	7.22%
Good Intent Call	2	2.06%
False Alarm & False Call	14	14.43%
Special Incident Type	1	1.03%
TOTAL	97	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.

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Newmarket Fire & Rescue

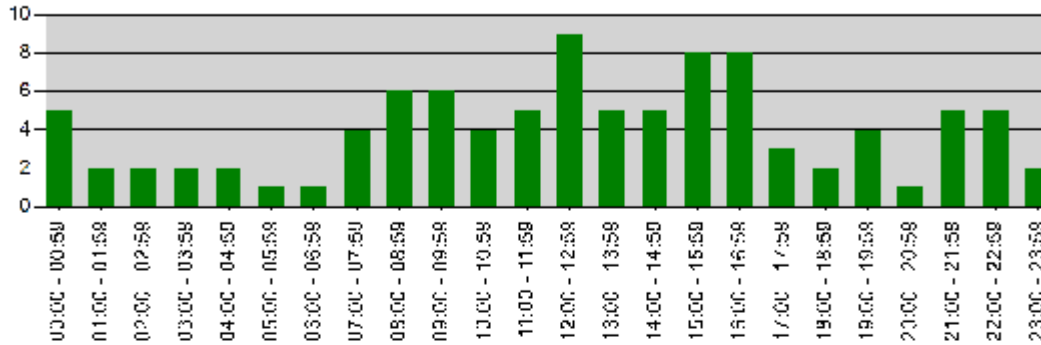
Newmarket, NH

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Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 10/01/2021 | End Date: 10/31/2021



Hour	# of CALLS
00:00 - 00:59	5
01:00 - 01:59	2
02:00 - 02:59	2
03:00 - 03:59	2
04:00 - 04:59	2
05:00 - 05:59	1
06:00 - 06:59	1
07:00 - 07:59	4
08:00 - 08:59	6
09:00 - 09:59	6
10:00 - 10:59	4
11:00 - 11:59	5
12:00 - 12:59	9
13:00 - 13:59	5
14:00 - 14:59	5
15:00 - 15:59	8
16:00 - 16:59	8
17:00 - 17:59	3
18:00 - 18:59	2
19:00 - 19:59	4
20:00 - 20:59	1
21:00 - 21:59	5
22:00 - 22:59	5
23:00 - 23:59	2
TOTAL:	97

Only REVIEWED incidents included.

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Newmarket Fire & Rescue

Newmarket, NH

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

Incident Type Range: 100 - 911 | StartDate: 10/01/2021 | EndDate: 10/31/2021

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
10/16/2021	2021-825	25 Worthen RD	611 - Dispatched & cancelled en route	1 - Station 1
10/25/2021	2021-859	5 Alumni Drive	111 - Building fire	1 - Station 1
10/30/2021	2021-871	3 Roby LN	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 3.09%

AID TYPE: Mutual aid received				
10/07/2021	2021-792	332 Ash swamp	531 - Smoke or odor removal	1 - Station 1
10/18/2021	2021-829	342 Grant road	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
10/18/2021	2021-833	26 Lamprey River Trailer PARK	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
10/21/2021	2021-844	26 Amherst RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
10/23/2021	2021-852	145 Main ST	736 - CO detector activation due to malfunction	1 - Station 1
10/24/2021	2021-853	30 Bay RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
10/24/2021	2021-857	3 Bennett way	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 7.22%

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.

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Newmarket Fire & Rescue

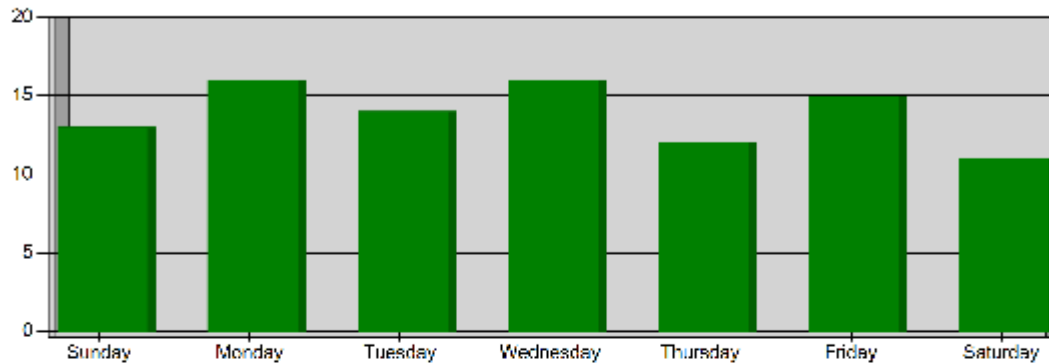
Newmarket, NH

This report was generated on 11/3/2021 8:16:53 AM



Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 10/01/2021 | End Date: 10/31/2021



DAY OF THE WEEK	# INCIDENTS
Sunday	13
Monday	16
Tuesday	14
Wednesday	16
Thursday	12
Friday	15
Saturday	11
TOTAL	97

Only Reviewed incidents included.

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PUBLIC WORKS

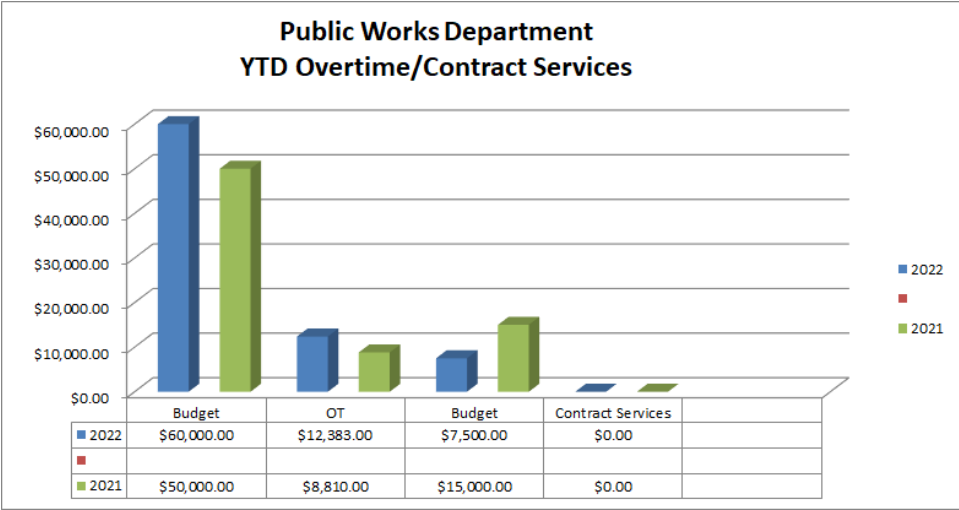
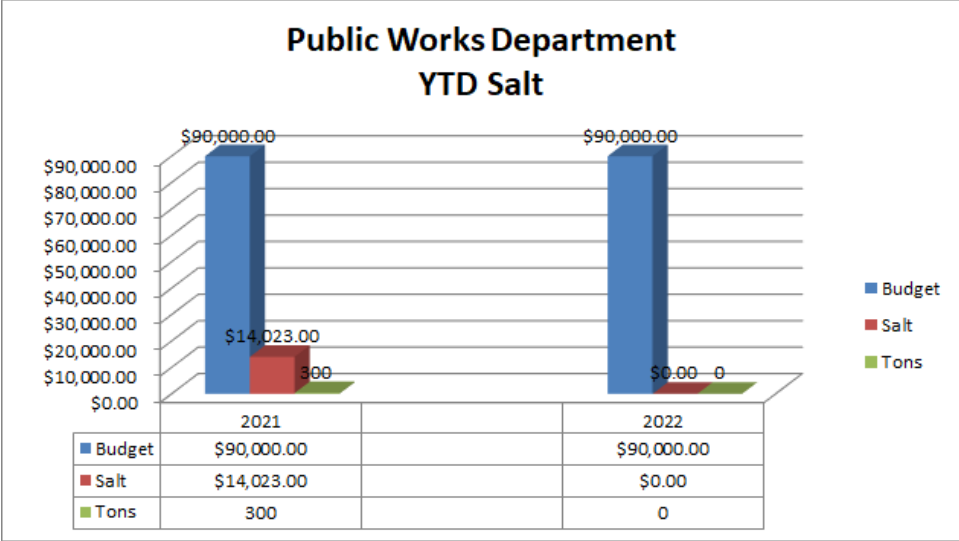
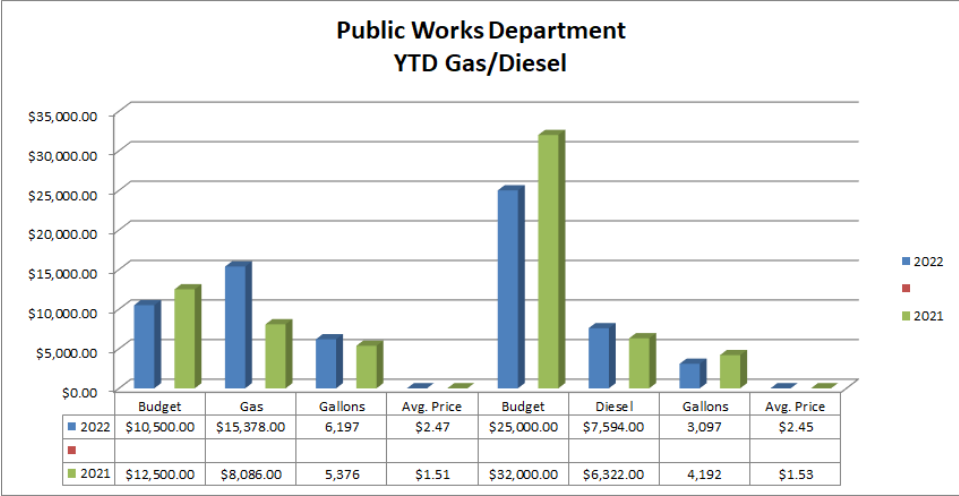
The crew has been working on the new sidewalk on Bay Road. The granite curb has been installed, the fine grading is complete, and the slopes have been loamed and seeded. Paving is scheduled for the second week of November.



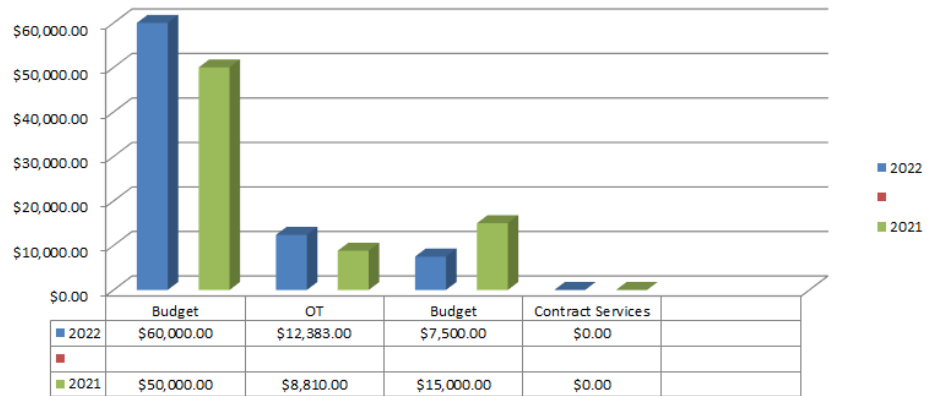
All snow plowing equipment has been inspected and gone through for the upcoming season. We typically start seeing weather events in November; it is Department policy to have all equipment ready to go for November 1st. The salt shed has been filled with product.

Crews have also been doing fall cleanup and winterizing the irrigation systems and the splash pad. Fall cleanup takes about a month to complete.

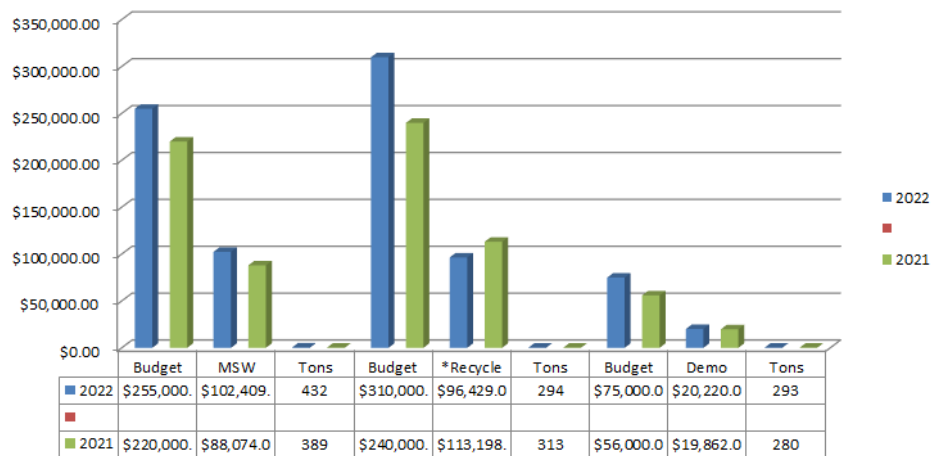
I have attached charts with activity reports for the month of October.



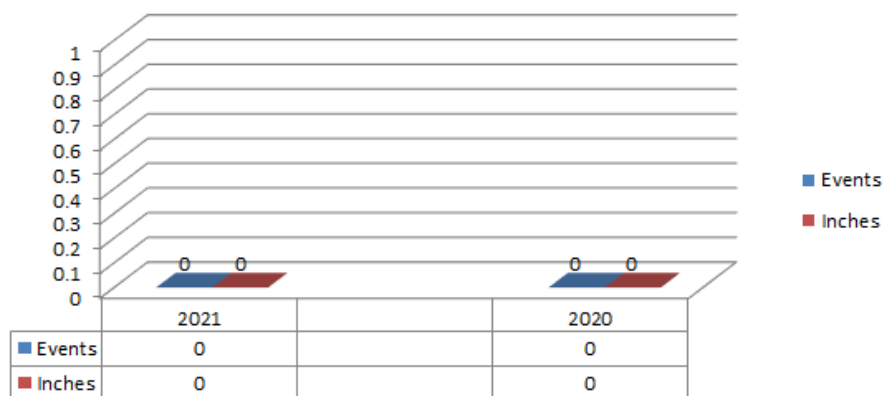
Public Works Department YTD Overtime/Contract Services



Public Works Department YTD Solid Waste



Public Works Department YTD Snow Events



ENVIRONMENTAL SERVICES DEPARTMENT

Wastewater Department

The wastewater treatment plant processed 12.8 million gallons of wastewater for the month of October. The average influent wastewater Biochemical Oxygen Demand (BOD) was 374 mg/l with a Total Suspended Solids (TSS) of 260 mg/l. The treatment process was able to reduce the BOD and TSS to 5.8 mg/l and 2.8 mg/l respectively. The average total nitrogen (TN) discharged to the river for October was 4.6 mg/l. The current discharge limit for BOD and TSS is 30 mg/l, and 8.0 mg/l for TN. We are currently preparing the wastewater treatment plant for winter.

The Wastewater Department is in the process of receiving its new discharge permit from the Environmental Protection Agency.

Wastewater Plant Maintenance

10/1/21 Wastewater Treatment Plant generator block heater leaking. Block heater replaced for a total cost \$345.00.

10/5/21 Aeration Tank number two was put back into operation.

Finished prepping Clarifier number two launder for painting.

10/6/21 Took gravity thickener and primary clarifiers number one and two off-line. Cleaned and prepared them for the winter.

10/7/21 Installed new valves on aeration basin number one.

10/8/21 Checked lift stations for proper operation.

10/12/21 Finished installing new drain line and plant water line to the maintenance building for the thickener project.

10/13/21 Continued painting launder on secondary clarifier number two.

10/14/21 Checked lift stations for proper operation.

10/15/21 Replaced ON/OFF switch inside waterproof enclosure on primary clarifier number one.

10/18/21 Continued painting launder on secondary clarifier number two.

10/20-21 Began pumping down sludge holding tank number one for inspection and maintenance.

10/21/21 Attempted to empty sludge holding tank number one with Huber press. Material was too heavy to put through the Huber press. Began to remove material with the Vac-truck.

Finished painting the launder on secondary clarifier number two.

10/22/21 Checked lift stations for proper operation.

10/25/21 Secondary Clarifier number two was put back into service.

10/26/21 Performed maintenance on the Huber Screw Press. Replaced worn parts and pressure washed the equipment.

10/28/21 Continued to use Vac-truck to remove grit from sludge holding tank number one. Removed four truck loads.

10/29/21 Finished removing grit from the bottom of sludge holding tank number one. Four truck loads were removed.



Huber Press and Sludge Dewatering

The Huber Screw Press operated for 18 days for a total run time of 194.5 hours. The press processed 561,631 gallons of 0.46% feed solids. The press produced 39.97 tons of 22.12% solids. The solids were hauled to the Turnkey Landfill in Rochester NH.

Water Department

The Bennett and Sewall Wells pumped 11.5 million gallons of water into the water system for the month of October. The drawdown and static levels are what we expected them to be given the pumping rates and the time of year. The MacIntosh Well Water Treatment Facility is expected to be put into service on November 22, 2021. Town Staff will be operating the treatment facility during the daytime for the first couple of weeks. The Bennett and Sewall wells will operate during the nighttime. Once staff is comfortable with the treatment plants operation, the plant will operate unmanned and based on tank level.

The Water Department performs bacteria sampling twice a month. All samples that were taken and processed for the month of October came back absent for total coliform.

Water Projects

The Bay Road and South Main Street will be paved in the Spring of 2022.

Moody Point water system is now being fed by the Town of Newmarket's water system.

MacIntosh Treatment Facility is expected to be producing water on November 22, 2021.

The following project are planned to be put out to bid on December 22, 2021:

Tucker Well, New Road, Bennett and Sewall Wells

The Bid opening is scheduled for January 26, 2022. I expect to bring a recommendation for approval to the Town Council in February 2022, and award in March of 2022. These projects would begin construction in the Spring of 2022. This is a very aggressive schedule that could change slightly.

Water Conservation

I expect that the Town will be in a stage 1 or 2 in the spring of 2022. At the completion of the Tucker Well, I expect the Water Department to be at a Stage 1 water Ban.

The water system is in a stage 3 water ban. Stage 3 is a Mandatory Two-Day Restrictions on Lawn Watering by Address. Each address is to restrict watering to two days per week between the hours of 5-8 am and 6-9 pm on the following schedule:

<u>Allowed Days</u>	<u>Street Address</u>
Monday, Wednesday	Odd Number
Tuesday, Thursday	Even Address

No washing driveways, sidewalks, autos, or boats.

Handheld hoses may be used for flower and vegetable gardens plus shrubbery without hour and day restrictions. (Stage 2, and 3 only).

The Newmarket area experienced a drought last year and is currently experiencing an abnormally dry period. The Town water system is currently a stage 3 to protect its water supply. The MacIntosh Well is scheduled to come back on-line in November 2021.

BUILDING SAFETY, ZONING ENFORCEMENT AND HEALTH

October 2021 Permits

Permits	Number of Permits	Revenue Collected
Residential Addition/Alteration	1	\$100.00
New Dwelling	0	\$0.00
Electrical	6	\$575.00
Gas	1	\$55.00
Mechanical	7	\$475.00
Miscellaneous Building	3	Paid up front w/bldg permit
Plumbing	1	\$400.00
Total	27	\$ 1,605.00

COMMUNITY DEVELOPMENT

Planning Board Activities

Approved Applications

Newmarket Industrial Park Lots 6, 7, and 9-3 Shearwater Investment Corporation and Procentric

The owners of the Industrial Park have purchased parcels which front on NH Route 108 to create two new industrial sites at the Industrial Park. The project involves the construction of a 24,000 square foot stand-alone industrial building on Lot 7. The project received a conditional approval at the April 2018 Planning Board meeting. As part of the project, the intersection of Forbes Road and Route 108 was improved with a right turn lane and larger turning radius in coordination with the NH Department of Transportation.

The Planning Board received a second application from the Maplewood and Vaughan Holding Co. LLC for a new 22,000 square foot industrial building on adjacent Lot 6. Following a review by the Technical Review Committee (TRC) and the Town's engineering consultant, the Planning Board conditionally approved the application at the July 2018 meeting. As of this time, the off-site improvements at the intersection of Forbes Road and Route 108 for both Lots 6 and 7 are complete. Final paving and striping were completed in late August. The development team has indicated that excavation work at the two sites will be completed within a few weeks. Site stabilization work including grading, landscaping, and seeding will start in the spring. The developer is in negotiations with a potential tenant and hopes to move forward to make one of the sites "pad ready" in the spring.

Newmarket Industrial Park Promocentrics, at 5 Forbes Road, received approval from the Planning Board for expansion of two additions to the existing building: one involving 12,610 square feet; and the other 11,000 square feet, in October 2019. As of this date, the project has received all permits and the plans and development agreement have been signed and recorded at the Rockingham Register of Deeds. A preconstruction conference was held on July 29 and construction started on August 2, 2021. The project is moving along expeditiously. Recently, the contractor installed force main for septic system and electrical conduit. Building work is on-going.

Eric DeWitt, 81 Exeter Road, Tax Map U3, Lot 137. In December 2018, the Planning Board approved a mixed-use project at this location in the B-1 Business zone. The Applicant proposes to remove the existing structures on the site and construct a two-story building. The first floor would be commercial space to allow for businesses and a restaurant and the second floor would house eight studio style apartments. The Technical Review Committee reviewed several iterations of the plan. The Planning Board conditionally approved the project at its meeting on December 11, 2018. At their June 11, 2019, meeting, the Planning Board extended the period for meeting the conditions of approval for another six months and waived the payment of impact fees on three of the nine units proposed in the mixed-use development. The applicant has submitted revised plans. The applicant requested a re-consideration of the impact fee waiver, which was approved at the November 12, 2019, Planning Board meeting. The Planning Board approved another six (6) month extension of the conditional approval, to allow for State approval of the revised sewer design.

The Developer's Agreement has been finalized and all the conditions of the Planning Board approval have been met.

The plans and Agreement have been recorded at the Rockingham Register of Deeds. The developer anticipates the start of construction soon. The Project Owner has made some minor changes to the plans to accommodate special events involving outdoor uses and seating in response to Covid 19 which have been approved administratively. This project has been delayed by the Applicant.

Site Plan Review Application of Selectwood Property aka Lamprey Falls, LLC, Map U-2, Lot 359 on Bay Road - This project, which was approved by the Newmarket Planning Board in September 2008, laid dormant for several years. It involves the historic adaptive re-use of a former warehousing building into fifteen market rate housing units. Construction has moved at a slow, but steady pace. After a two-year hiatus, site work commenced this summer. Recently, the contractors completed some of the exterior site work. The Town recently started work on a sidewalk and retaining wall along Bay Road, as part of a water line expansion project.

Walter Cheney Jr./Cheney Property Management Corp.- Application for a Site Plan and Special Use Permit for a Mixed-Use Development involving commercial use on the first floor and twenty-eight residential units. This project was conditionally approved at the Planning Board meeting on October 12, 2021.

CRC Future Corporation- The Planning Board has approved revisions to the Phase Two Site Plan for Hersey Green Condominium involving the increase in the number of units from 28 to 38 units, reducing the number of single units, on the upper cul de sac from seven units to six units, and remaining units to become sixteen duplexes (with thirty-two units). All state permits for the project have been received and conditions have been met. Construction is underway. The contractor, Severino, is moving ahead with base gravel installations, fine grading and base pavement in the week ahead.

77 Hersey Lane, LLC (Walter Cheney) and Chinburg Builders, LLC, 77 Hersey Lane, Tax Map R4, Lot 3, R2 Zone. This project involves the development of an 11 Lot Residential Open Space Development on a 13-acre lot off the Class VI Road portion of Hersey Lane. The project was conditionally approved for a Special Use Permit at the Planning Board meeting on November 12, 2020. The Planning Board approved a 100-foot wetland buffer waiver request at its September 15, 2020, meeting. The Planning Board approved the final application on December 22, 2020, with fifteen conditions. The Developer received approval from the Town Council at its meeting on February 3 to upgrade a portion of the Hersey Lane Class VI Road to provide improved access to the property so the project can move forward. The Applicant continues to work on addressing the conditions of approval and awaits a notice to proceed with construction. At the Planning Board meeting on June 8, 2021, a lot line revision was approved allowing the developer to improve a portion of the Class 6 road of Hersey Lane with an appropriate fifty foot right of way. The applicant has secured all required permits. A preconstruction conference was held on September 29, 2021. Contractor is working on scheduling equipment and labor. The Town has not received an official construction start date.

The Zoning Board of Adjustment

The Zoning Board of Adjustment continued the application of Michael Mangan for variances from Section 32-87 setbacks and Section 32-89 Dimensions Table to allow the building of a 27' x 16' accessory structure for storage and personal use by the owner and tenants. The proposed setback is only sixteen feet from the Washington Street property line, whereas twenty-five feet is required. The property is located at 10 Nichols Avenue, Tax Map U2, Lot 237, R3 Zone. The applicant has been provided a 90-day extension to address some of the design issues raised at the August 10 meeting. The application has been continued to the November 22, 2021.

The Zoning Board approved two applications at its meeting on October 18, 2021:

- Robert and Natalie Hassold at 6 Honeycomb Way to permit the expansion of existing deck which will infringe upon a 25-foot wide “no cut, no disturbance wetlands buffer adjacent to poorly drained hydric soils.
- Jason and Sarah Manfield for property at 32 Ladyslipper Drive to permit the construction of a single car garage within the side and rear setback line.

Other Projects

The Gateway Initiative - The Town is working with a planning/development consultant to bring forward development plans and zoning changes to implement three proposals for gateway development. The consultant and staff met with stakeholders and owners of property in South Gateway in June to discuss the status of planning activities, potential zoning barriers and incentives that necessary to facilitate redevelopment in the area. There were updates related to three tracks: (1) undeveloped lands; (2) existing users related to long-term options for addressing needs for sewer expansion, and (3) connection with Newfields within a five (5) year extension. A joint meeting of the Planning Board and Town Council was held on Wednesday, November 3 in the Town Hall auditorium to hear an update on the project and to discuss potential zoning changes.

CC 86 Main LLC – The Community Development Office assisted the owners of the Kingman Masonic Bldg with their application for Community Revitalization Tax Relief Incentives for the renovation of the building and conversion of the 2nd and 3rd floors to six residential apartments. The Town Council at its meeting on November 3, 2021 approved the request for up to 7 years of tax assessment relief. The project involves the substantial rehabilitation of a structure which is located within a historic district which is listed on the National Register of Historic Places.

Stormwater Regulations – The Town Planner has prepared an update to the Town’s Site Plan Review and Subdivision Regulations for the Planning Board’s consideration in order to bring our regulations into compliance with recent modifications to the EPA MS4 General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems in New Hampshire, which became effective on January 6, 2021. Under the terms of the General Permit, the Town is required to develop, implement, and enforce a program to address post-construction stormwater from all new development and redevelopment projects. The objective of this control measure is to minimize the water quality impacts from new development and reduce impacts due to stormwater run-off from redeveloped sites. The Planning Board set up a work-session to review the draft regulations at the December 14, 2021 meeting.

Financials

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY 2022	\$ 154,865	\$ 10,554	\$ 48,962	\$ 108,175	31%
FY 2021	\$139,801	\$ 10,242	\$ 31,184	\$ 93,596	33%

FINANCE

This report will briefly explain the departments' activities for the month of October.

1. This month's activity in the Finance Department has been largely devoted to normal financial operations as well as Tonya Cougler cross training Carol Sheehan on the payroll system. The Munis system's payroll process is quite involved and having Carol trained will be a step to ensuring business continuity in this area. Martha Edmunds had been trained previously.
2. The Town Manager completed his review of the budget, updates were made, as were changes due to late information coming from vendors on projected costs for FY 2023. This included health care policy cost increases and property and liability insurance increases.
3. In the Human Resources area Tonya Cougler began her professional certification process with the Society for Human Resource Management. This is an arduous process requiring hours of training and testing. After she passes her examinations, she will be designated a SHRM certified professional. Her involvement in this organization will go a long way to moving the town forward in its efforts to improve the way it manages employee policies, practices and training.
4. The Finance and Human Resource personnel have also been engaged in gathering data in preparation for moving the Town's bank accounts and credit card (currently with Kennebunk Savings) to TD Bank. The pending change has caused a review of our banking related business processes as well as the number of and rationale for accounts. The goal is to improve processes, enhance security, and get better support in this area. The effort is ongoing and will continue until mid-January when the cutover is planned to occur.
5. In an effort to reduce the Town's Department of Environmental Services' long term debt premium, discussions were held with the NH Municipal Bond bank and TD Bank was also contacted. Ultimately, while interest rates are still low, there is potentially hundreds of thousands of dollars in savings by refunding the outstanding debt. Those discussions will go into November but should yield a refunding proposal. If substantive, that proposal will go to the Council for its review.

Financials:

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022	\$290,886	\$13,419.07	\$127,528.06	\$153,179.07	47.3
FY2021	\$303,719	\$31,184.06	\$134,208.42	\$159,609.22	47.9

TOWN CLERK – TAX COLLECTOR

<u>TAXES</u>	
Total Committed 2021	\$12,568,715
Total Uncollected 10/31/21	\$383,619

<u>TAX LIENS</u>			
	2020 Liens	2019Liens	
	<i>(Deed 2023)</i>	<i>(Deed 2022)</i>	
Property Tax Amount Liened	146,227	178,934	
# Properties Liened	34	33	
Uncollected 10/31/21	117,041	60,080	
<u>WATER&SEWER 1/1 THRU 10/31</u>			
	<u>2021</u>	<u>2020</u>	
Uncollected	137,649	24,365	
<u>TOWN CLERK REVENUE (7/1/21 THRU 10/31/21)</u>			
	Year End	Year End	
	<u>6/30/22</u>	<u>6/30/21</u>	
Motor Vehicle (MV)	539,508	559,395	3.56% decrease
Town “non-MV”	53,357	53,223	0.25% increase
State NH (MV, Vitals, Boats, Dogs)	187,974	195,884	4.04% decrease

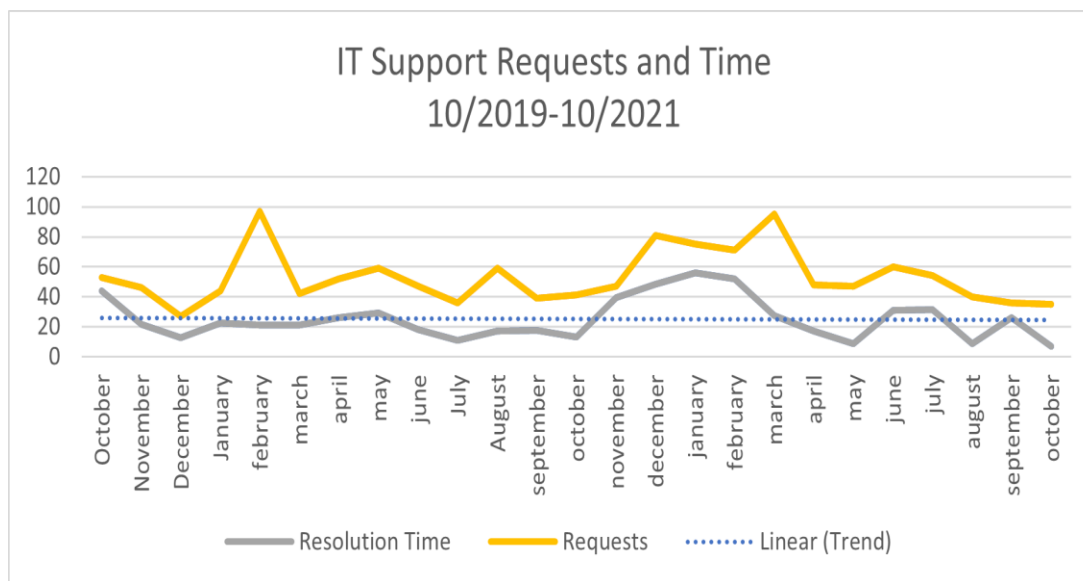
- Daily Activity Steady
- Tax Collector attended New Hampshire Tax Collector’s Association Annual Conference
- Dog Licenses Due April 30th
 - 1 outstanding dog as of 10/31/2021

INFORMATION TECHNOLOGY

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

Information Technology:

1. The IT support staff had 35 support tickets totaling 7.09 hours of service time. Requests for support spanned a range of end user needs from setting up new users, to removing a virus from a training laptop, to troubleshooting the auditorium WIFI connection, and reconnecting network printers.
2. An analysis of the IT support data focusing on the number of requests and the time associated with resolving those requests, for the period from 10/2019 to 10/2021, was done in preparation for this report. The hypothesis prior to the analysis was that the numbers would show a declining trend in both cases. In fact, the trend was nearly flat. It appears this is due to each time we make a systemic change (e.g., Munis module go live, multifunction copier/printers upgrade, new telephone system) the support request numbers increase. Additionally, if the new systems are complex, the time for issue resolution also increases. That said, now that the network equipment is new and stable, more of the old PCs have been replaced and the telephones are new, the number of requests for support and the associated time should trend downward in the coming months. This is a hypothesis that has not been correct to date, but now that we are largely through many of the necessary upgrades, the support requirement trend line should go from essentially flat to declining. Time and data will tell.



3. The cabling work planned to be done has been pushed out to winter due to availability and the need to carefully manage the budget. We have experienced higher than anticipated PC failures and that has resulted in a more rapid use of the IT equipment budget than predicted as this point in the year.
4. In the beginning of the pandemic the town had just completed a cyber security audit performed by Atom/Primex. The report showed many deficiencies, some of which were addressed through upgrades in new network equipment and PCs. Others were addressed through some software improvements. There is still work to be done and one area that was discussed by our new financial

auditors was the lack of IT policies. This is something which had been planned for this coming year and will be addressed through policy development.

Channel 13:

In the month of October, Channel 13 covered 11 meetings for the Town and School. During that time, we simulcast Facebook and the town's on-demand server, and we added YouTube and Twitter to the mix, giving the community more opportunities to be connected with the happenings of Town Hall and the School district. We also created and sent out 5 newsletters with information about community events and details about community activities.

On our Facebook page we posted 26 times and reached 3,684 unique users. We had engagements of 826 and gained 4 new page followers. On YouTube we had views of 1,154 on our videos and reached 20,569 unique users. Of our 1,154 views, 728 were unique viewers and 41 were returning viewers from the month before.

The Newmarket Newsletter was published 5 times in October. The newsletter received an open rate of 44% with contact growth of 14 new subscribers. Additionally, the Newmarket Newsletter was posted on Facebook, Twitter and Instagram allowing us to reach 17,292 unique users. This gave us a growth of .19% over September. The newsletter was accessed by people in the US, Canada, India, the Maldives, and the United Kingdom.

In the month of November, we will be adding a digital audio mixer to our system, and we will have video conferencing capability enabling council members to attend sessions remotely yet see and be seen Council colleagues. We will also be able to broadcast/stream these remote/in chambers sessions. Finally, on the personnel front, we are pleased to welcome Adam Gallant back to Newmarket Channel 13. His rejoining the team will improve our coverage consistency.

Financials:

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022	\$219,150	\$9,094.78	\$95,617.85	\$93,782.51	57.4
FY2021	\$215,254	\$3,901.75	\$78,935.48	\$104,718.86	51.9

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

RECREATION

Financial Report:

General Fund Expenditures: According to Munis the Recreation's Department's General Fund, we have expended \$67,337 (29% of the budget) as compared to \$61,777 (28% of the budget) last year at this same.

Rec Revolving Expenditures: According to Munis the Recreation's Department's Revolving Account, we have expended \$168,364 as compared to \$69,430 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. As we are almost back to normal, we are now expending as we forecasted and previously budgeted.

Rec Revolving Revenue: According to Munis the Recreation Departments, the Rec's Revolving Revenue Account is showing that we have collected \$116,776 YTD. Last year we had only collected \$43,271 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 untapped which we didn't have access to in 2019 and prior.

Personnel:

Promotion! We are happy to announce that Alyssa Porto will be our new Recreation Assistant Director, Alyssa is truly a perfect example of sticking to a plan in her career and moving up the ladder one position at a time here at the Rec! Alyssa has been with the department since 2018 in a variety of positions. She started her career with the department as a practicum student in 2018 and then the following year she signed on to become an intern. After her internship she graduated from UNH with a Recreation Management Degree in 2019. With degree in hand, she was hired on as a part-time Specialty Program Coordinator. Then when the Rec Manager position became available, Alyssa stepped right in. Overall, for the last 3 years Alyssa has been and continues to be a VERY loyal and dedicated employee. Having said that, all who interviewed agreed that Alyssa deserved the promotion and definitely earned it. The past 1 and half has not been easy for the department and Alyssa proved time and time again to be my rock and never once faltered in her job responsibilities, including taking on more responsibilities than she even had on her plate to begin with. The only problem with promoting Alyssa, is we had to find a new Rec Manager. We thought we had an ideal candidate, but in the end, he turned down the job as the pay did not meet his financial needs. The search continues as does our short-staffed stress.

All Other Personnel and Recruitment: I know we sound like a broken record, but we continue to recruit part-time employees to help run our new afterschool Play & Stay program. As many of our staff is HS and college kids, we must work around their school schedule and extra-curricular activities commitments. October is one of our busiest months for us minus a full-time position (Alyssa's previous position), again with some salaried staff working 10-12 around a day. We are still trying to recruit a permanent Site Supervisor for the afterschool program so that the program has more leadership consistency, however, it has been a difficult position to recruit as we are looking for an experienced employee and experienced employees are looking for full-time with benefits.

REC Connect:

With the hiring of Cris Blackstone, our new part-time Community Collaboration Coordinator, we were able to revive the Recreation Department's "Rec Connect" Community Collaboration Outreach program. This program serves as a clearing house, as the name suggests, to connect the many businesses, associations, organizations and town departments. With such vibrant community spirit and multitude of activities, we've identified the need to connect the groups' calendars in one convenient place. With Rec Connect, we are also working on collaborations between municipal departments for mutual benefits as well as being more helpful to the community participants.

In early October, a significant collaboration between the library, Conservation Commission and Rec Department hosted more than three dozen participants in the Conservation Connection symposium, with its presentations, site tours and volunteer project at Heron Point with trail improvements. Follow up to that event includes a birdwatching presentation seacoast bird watching tour on December 1st. The Sunrise Sunset Center's Trail Walkers are core to the event, with the Rec Department van serving as the Tour Bus.

The Rec Department connected with the Library during the Halloween Haunt, with the library's pop-up library and library card campaign. Also, during the Halloween Haunt, the town's Arts and Tourism Committee had a successful booth featuring decorated pumpkin drawings - each of these additions to the Halloween Haunt meant the discussions about the collaboration and publicity made it easy for residents and visitors to know what else is available in town seamlessly interwoven with the traditional Halloween themed activities.

Community Events



Halloween Haunt: It was such a breath of fresh air to be able to run the Annual Halloween Haunt in its original creepy community event form! We truly feel it is truly one of the most attended events in the community. This year we did ask for a small registration fee of 5 dollars per child or 10 dollars per family and collected \$1700 in registrations alone and about \$1000 in sponsorships and donations. We are still working out the expenditures over the profit, but we feel we actual made money this year. Typically, we break even. As you can see from the pictures the event was jammed packed with many ghosts and goblins. We held the event both inside and outside the Rec Center this year in an effort to keep the attendance in a fenced in area in order to charge an entry fee. We had over 25 different carnival activities going on and families were happy roaming around with their children. This event really had that fall festive community feel to it. In lieu of a trolley taking the families downtown after the Rec event, we used our Rec Vans and dressed them up to look like a Ghost Bus-tours vehicle. From the looks of the number of costumed people roaming Main Street trick or treating downtown that day, we think the downtown restaurants most likely had a very profitable day. This year we even had about 4 to 5 new downtown businesses participate in the trick or treating part of the day. The loved the new exposure opportunity!



spirit.

Halloween House Decorating: This year we had our second annual Halloween House Decorating Contest, after resurrecting the event last year. Community members in town are invited to register their spooky decorated house into the contest for a chance to win a prize. We had 8 families register their houses across Newmarket, two more than we had the previous year. On Thursday, October 28 the Rec team went around in our Ghost Bus tours van and judged the houses based on creativity, spookiness and overall wow factor. Upon the arrival we greet the families with the Ghost Busters theme music and a bag of candy for the family, all houses this year decorated to impress. In the end it was a tough choice but three houses stood out for first, second, and third place. We plan on putting on the House Decorating Contest each year to encourage the community to get into the Halloween

Facility & Equipment Rentals

Athletic Fields: During the month of October, the Leo Landroche Fields have been utilized by the Recreation Department (soccer & after school program), High School (soccer & cross country) teams as well as the NYSA Teams. There are typically practices as well as games on the fields daily, some of which have been held under the lights. All coaches involved including Jodi Callinan, the Athletic Director, Nicole Vinet, the NYSA President, Jason Dotson with Girls Youth Softball, and Kevin Fluet with Youth Baseball have been easy to work with. The communication between organizations using the field have been greater than years past. All teams and/or coaches have been working together, being respectful and understanding of other groups utilizing different areas of the field.

Aqua Land Splash Pad / Permanent Restroom Facility: Per the Public Works Director - Aqua Land and outdoor restroom facility was winterized on November 1st. Our Gazebo rentals were popular at the beginning of the month, averaging 1 or two rentals every weekend, then slowing down towards the end of the month. The rental cost is \$100 during Splash pad hours and during the off season it is \$50.00. Between all the rentals we brought in about \$250 in revenue.

Kayak and Paddleboards: We had a few trickling kayak rentals in October, mostly people wanted to do some fall leaf peeking. The revenue for the month was \$175. One woman came in 3 times who lives in Portsmouth and called us the best kept secret for kayak rental. The kayak rental program will end on October 31, 2021. It is anticipated that all boats will be put back into storage during the month of November. It is a HUGE task and we are trying to coordinate a nice weather day at the same time with staff that can help.

Rec Daily & Specialty Programs

Preschool Playgroup Fall Session has continued to run with our new preschool teacher Amanda. As we opened playgroup registration a bit late this year due to our search for the right teacher, the program filled up slowly. We now have 8 participants who attend on Tuesday and Thursday, but we are continuing to advertise all day options as we hope to extend the program to 5 days a week. During the month of October, we did run a free week of playgroup and invited families to check out our program. We had 3 families come and show interest. Amanda has been enjoying bringing the playgroup kids outside, teaching them new crafts

and playing games in and out of the classroom and we will be opening the winter session for enrollment soon.

Creative Movement: The Fall session of dance began in September at the Rec and we have continued our AMAZING partnership being the satellite location for The Block Collaborative dance classes. We have our 3 most popular dance programs with Anthony Bounphakhom, a longtime teacher at the Rec and owner of The Block as well as Ethan Zundell and Hope Cooper who have been teaching at the Rec for the last year. Currently we have 8 participants signed up for Pre-K class, 13 participants signed up for Kinder class and 13 participants signed up for the Youth class. Anthony has incorporated a new style of teaching which is called Creative Movement which encourages participants to feel comfortable expressing themselves in art and movement. This is definitely one of our programs that draw in new participants from other towns. Word has spread we offer professional dance instructors at an affordable price.

Ballet and Tap: Our Ballet and Tap fall session is also in full swing. Again, we offer Blooming Ballerinas and Twinkle Toes for elementary aged kids. Our Twinkle Toes class definitely expanded – maxing out at 14 participants with 1 on the waitlist, and our Blooming Ballerinas class is also completely full with 3 on the waitlist. We have noticed this fall that we have many new families interested in the dance programs. Our ballet teacher Miss Maggie has come back this fall to continue teaching. Miss Maggie, Ani and Simran, our high school volunteers, have continued to make the class fun and exciting for the participants. Unfortunately, Maggie is also going to school full-time at UNH and cannot run anymore classes. This program will run in three sessions: Fall, Winter and Spring. We hope to bring back our Spring Recital which has been canceled for the last two years.

Music is Fun for Everyone: Music is Fun for Everyone, our music and movement class for children under 3 is back this fall with instructor Erin Timbs. The October program takes place on Tuesday mornings outdoors from 10:00-10:45 am, encouraging families to spend time outdoors, socialize with other families and enjoy the recreational space. This session we have 9 families signed up for the program. We predict we will resume the program again in the late winter or early spring.

High Five Sports: Our 3-5 years Soccer Program concluded on October 14 due to a weather postponement. Then our High Five Basketball program began on October 28. We offered two sessions, our Afternoon session ended up with 11 participants and the evening session expanded to 19 participants, with 2 children on the waitlist. With the programming being inside, we had to limit the numbers of participants in the program. The community has been enjoying the program so far, and we look forward to running the next 4 weeks of the program.

Fall Rec Soccer: The Youth Soccer program finished up on Saturday, October 16. This year there were a total of twenty-two participants in the kindergarten program, with a total of two teams. In the 1 and 2 grade program there are 48 participants with a total of 4 teams. Lastly the 3rd through 6th grade program has a total of 26 participants with a total of two teams. The total participants for the entire program are 96. This number definitely increased from last year, but still not quite where we were in 2019. As always, parents volunteered to coach the teams which helps tremendously and save on payroll.



Before and After School: Our NEW Rise & Shine Before School and Play & Stay After School Programs have continued for the school year. Each week parents and/or guardians have the option to sign their participant(s) up for one day or up to 5 days a week. Once again, the Rise & Shine program operates from 6:30-8:30am and the Play & Stay program operates from 2:45pm to 6:00pm. Currently the program has 70 participants signed up each week for the After School program and on average there is about 55 to 60 participants who come each weekday and 30 participants

signed up for the week for the Before School Program and on average there is around 20 to 25 participants each weekday. These numbers seem to stay steady which helps with staffing. As we grow with the program, we are developing curriculum, schedules and a leadership system to promote positive behavior in the program. In the month of October, we were finally able to introduce our NEW Leadership program within the program in that 4 children are nominated each week who best represent the Rec's core Values, *Lead with Heart, Play with Passion, Explore Personal Growth, and We RECOgnize you*. Both parents and participants love this as they names are not only put up on the Bulletin Board for a week, but also Recognized in our weekly Constant Contact newsletter!



NFL Flag Football: During the month of October, we were able to hold all 5 NFL Flag Football games under the lights of Leo Landroche Field. After taking a one-year hiatus due to COVID – NFL came back with much enthusiasm from all involved. The only issue we had was once again staffing and volunteers. We actually had to send out a guilt email to all the parents enlisting their help with volunteers or the program would not be able to run. One week later after several parents stepped up to the plate, we were staffed and ready to go! We had 16 enrolled in K-1, 22 in 2-3 and 34 in 4-6

Grades – Totaling: 72 participants. This is not quite where we were in 2019, but we anticipate the number will increase next year! We held our Super Bowl on October 28 and we had none other than former Rec Director, Jim Hilton, show up as the referee of the playoff game between the Chiefs and the Steelers. Jim Hilton also presented the Jim Hilton trophy which looks just like the Lombardy Trophy.



Newmarket Cheer: Newmarket Rec introduced its Cheer program this fall in conjunction with our NFL Flag Football program. Starting on September 30 through October 26 our 31 participants practiced cheers and dance routines with their coaches and longtime summer camp staff members Krista Critchett and Brooke Richardson. Both Krista and Brooke coach the Junior Senior High Cheer team here in Newmarket. Our participants received matching bows and shirts to practice and perform

in. During halftime at the Super bowl of the NFL Flag Football program the Cheer team performed a few routines and cheered on the sidelines. Overall, this program was very successful, and we plan on running it again next year. However, next year we will make a few changes like splitting the age groups into two cheer teams.

Website:

We had hoped to launch the new website last month, but due to limited staffing we have not had the time to do a few minor tweaks to the site before announcing the official launch. This website is being done all in house. The site will provide information on our programs and events, as well as the Sunrise Sunset Center's bus trips and programs. One of our favorite features is the homepage on the site which will display program photos and a list of all our highlighted programs. We are hopeful that registration will go smoother for community members, and this will be an asset to our marketing. We plan to launch the new site this fall.

Capital Projects:

Skate Park Overhaul: The skateboard park will continue to be on our radar for the next year. Our first plan is to create a steering committee of skaters both young and adults. We want to know what types of features will draw adult skaters. We feel by having adult skaters using the park on a regular basis may reduce the vandalism and behavior issues that currently plagues the park. However, in order to do this, we need to spend more money than just a quick fix. We are looking into various options for a new park including some concrete fixtures which last longer in regards wear and tear. We have since closed two areas of the park due to wear and tear and safety issues. Based on several conversations with other Rec departments, we are estimating a new overhaul may cost up to 200K – 250K as we need to repave the entire surface as well.

Beech Street Facility – Again, this project is also on your radar for the upcoming year, once we are fully staffed and we have time to do the necessary research and cost analysis to turn the Beech Street Facility into a body, mind and wellness facility, which will be called, H.E.A.R.T. *in the Right Place*. H = Healing, E = Empowerment, A = Affirmations, R = Relaxation, T = Tranquility. Once again, our plan is to contract with mental health and body wellness certified contract instructors to teach the classes. This whole upgrade is on the agenda sometime this year when we are fully staffed and have more time to research all upgrade costs.

Sunrise Sunset Activity Center



the hike up the hill and many of our hikers climbed the tower to get the full effect with views that extended for miles.

Trail Walkers: The beautiful weather in October allowed us to enjoy several outdoor activities, including two local Trail Walks. After the informative Conservation Connections program at the Newmarket Rec this month, we offered up a trail walk on the newly acquired Neal Mill Road property. The group loved exploring the trails and ventured all the way to the Hall Mill Road gate and out to the beaver dam boardwalk where we were able to see some colorful foliage. We also hiked the Stratham Hill and Stratham Town Forest trails during the month to take in more fall color. We were fortunate to have clear skies for



Out and About Trips: We also happened to pick a perfect week in October to schedule our River Cruises on the Heritage out of Portsmouth Harbor. There was such great interest in this trip that we found the need to have two bookings to accommodate all who wished to participate. With full sun, temperatures in the high 60's, and light winds on both days, made for a memorable boat ride down the Piscataqua and Cocheco Rivers. The 58-foot Heritage cruising vessel boasts a delicious clam chowder from the Portsmouth Chowder Company and classic Moe's sandwiches during the lunch time cruises. Most of our guests packed their own picnic lunches but enjoyed other snacks, beverages & coffee while cruising down the river enjoying the unique scenic views, which can only be seen from the perspective of a river boat. Other trips that were highly anticipated were Mamma Mia! The Musical! - performed at the North Shore Theater and the rare opportunity to see the Glenn Miller Orchestra at the Tupelo Music Hall in Derry.

The high-energy production of Mamma Mia didn't disappoint showcasing a full cast of high caliber singers, actors & dancers, some of which were connected to Broadway productions. We were all in awe of the Big Band music of the Glenn Miller Orchestra and their female guest vocalist who accompanied them on several pieces of music. Everyone loved the table seating at the Tupelo Music Hall where we were able to enjoy lunch before the show.

Sunrise Sunset Annual Fall Fair: In place of the one Saturday event in October this year we've set up the fair as a pop-up event in our reception area and which will be available to all members and the public throughout the weeks leading up to Christmas. We have six vendors participating this year with a variety

of crafts, which include jewelry, crocheted animals, handmade cards, repurposed fashion scarves, pillows, table runners, hand knit socks & mittens and so much more! We are off to a great start with sales and the vendors are appreciating this new format. The Sunrise craft group have been meeting regularly to make holiday ornaments and other seasonal merchandise to sell at their table during the Fair.

Random Acts of Art Group: The Sunrise Center is honored to have been chosen by Annie's Angels to be a benefactor of their Arts for Angel's program taught by their Artist in Residence, Norma Torti. Norma has been a longtime volunteer for Annie's Angels and designed this art program to benefit senior programs around the seacoast area. The pre-made art kits called Creative Boxes, will be donated to the Sunrise Center along with instructional tutorials on how to teach each project to our group. Arts for Angels offers several different art projects for us to choose from including watercolor painting, clay pots, stenciling and wind chimes. We look forward to sharing these projects with our group and we are grateful to Annie's for this generous donation. We will offer these art days starting in January 2022.

Sunrise Sunset Weekly Programing: Our other weekly programs continue to increase in numbers as we work our way back to our full offerings. We plan to add a game day on Friday afternoons that will alternate with our Corn Hole group. Game day participants will have the option of playing board games like Scrabble, Cribbage, Canasta & more. We'll also include Wii Bowling and our Trivia Games on select Friday afternoons, making it a Fabulous Fun Friday!

WELFARE

In October Newmarket Town Welfare Department supported clients in need with assistance and referrals to appropriate resources and for their household and emergency needs. In October we processed 9 (Nine) completed welfare applications, resulting in determinations of eligibility. We had many inquiries regarding referrals to resources to prevent electric disconnections and programs for fuel assistance. Anecdotally potential clients and inquiries are reporting an increased need in recent months for SNAP benefits (food stamps) and referrals to food banks. Families and the elderly are sharing that this is in large part due to the increase cost of groceries, gas to get to employment out of Town and the escalating costs of the local rental or housing market.

As I have mentioned in previous reports, critical time and effort are spent on those cases in October that do not need or qualify for Town general assistance, or who in the end refuse to fill out the application and provide the documentation required to determine eligibility. These cases are labor intensive and frequently we find that the potential applicant has then applied or inquired in several other Towns. We have had several people “couch surfing” claiming to be homeless individuals, but when offered shelter placements and case management they declined services. This is unfortunate, as I am not confident as the wintry weather progresses, we may not be able to secure shelter placements with intensive case management that will facilitate housing vouchers and eventual economic independence. Placing homeless individuals in hotels without case intensive case management or comprehensive human service supports leads to poorer outcomes, longer bouts of homelessness and escalating financial impacts for the Town. In October we again encouraged able bodied applicants to seek employment as there are many opportunities for full-time work in the Newmarket Community. As the month closed, we saw an uptick in inquiries to prevent electric disconnects.

The Welfare Office is in the process of updating the Town Welfare Guidelines which are governed by NH RSA 165:19 to present to the Town Manager for consideration and approval. This month the General Assistance Application (Welfare Application) was fine-tuned to be more user friendly while allowing the office to receive a concise picture of the entire household financial composition to determine financial eligibility. We directly collaborated with or advocated for our residents or potential clients with property owners, or Clergy, to provide appropriate support and or direction for an additional twelve families or individuals who may not have fully applied but inquired and displayed a need for welfare or human services direction and guidance.

As previously stated, this office and the Town cannot understate the debt the Town owes to the local Church Community without whose generous financial support and caring compassionate concern this office’s budget would be exponentially inflated. I would also like to continue to thank the Town Hall Staff, The Police Department and finally the numerous programs that support all those in need during this time of uncertainty and inflation.

Respectfully Submitted

Heather Thibodeau

LIBRARY

October 2021 Report

During the month of October, the Newmarket Public Library (NPL) distributed 43 scavenger hunts, along with maps, and NH Fish and Game guides to animal tracks and scat. It was great to see so many families enjoying this activity on the four conservation sites. We look forward to ongoing collaborations with the Conversation Commission and the Newmarket Recreation Department.

From October 12th – 30th NPL offered drop-in crafts. 72 children created paper monster puppets and 19 children made Halloween garlands during their visits.

On 10/21, Children's Librarian Tasha Spuches conducted a story time and craft for 6 children at the Newmarket Recreation Department.

On 10/23, Librarian Assistant Lauren MacLachlan and Library Director Kerry Cronin promoted library services at the annual Halloween Haunt. At the pop-up library we registered 7 new cardholders, renewed 3 others and checked-out books to many happy children who were excited to see us in a non-traditional setting.



PL Staff Members Lauren & Kerry @ the Pop-up Library

On 10/15, two staff members attended an NHLA program entitled, *How to Have Difficult Conversations About Equity, Diversity, and Inclusion*. We are beginning to explore ways to bring related programming to the Newmarket community.

In case you missed seeing the StoryWalk® [From Seed to Pumpkin](#) by Wendy Pfeffer while it was installed at the library, it has been moved to the Newmarket Recreation Department for continued enjoyment by the community.

The Friends of the Newmarket Public Library are offering two upcoming book sales on Saturday, November 13th and Saturday, December 4th. Both sales will take place from 10:00am – 2:00pm and proceeds will benefit library programming and the museum pass program.

Based on feedback received in a recent survey the library has modified our hours of operation as follows:

Monday, Tuesday, and Thursday 10:00am – 7:00pm, Wednesday and Friday 10:00am -5:00pm, and Saturday, 10:00am – 4:00pm.

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: November 17, 2021

TITLE: Resolution #2021/2022-12 - Newfields Dispatch Agreement

PREPARED BY: Steve Fournier, Town Manager

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

The Town of Newfields has shown interest in using the services of the Newmarket Dispatch Center for all Police, Fire and EMS emergency calls. The Town of Newfields had contracted Newmarket's services up until 2013 when they chose to use the services of Rockingham County. They have not been satisfied with the services they are receiving and wish to once again contract the services of the Newmarket Dispatch Center.

DISCUSSION:

The Town of Newfields is seeking a three year extension to the agreement. A contract has been negotiated, approved and signed by the the Newfields Board of Selectmen.

FISCAL IMPACT:

Since we are already providing this service, there is no additional costs at this time.

RECOMMENDATION:

I would recommend the Town of Newmarket continue to provide dispatching services to the Town of Newfields. I would further recommend the Newmarket Town Council authorize the Town Manager to enter into a Dispatching Service Contract with the Newfields Board of Selectmen.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-12 Newfields Dispatch agreement	10/25/2021	Cover Memo
Newfields Dispatch Agreement 2021	10/25/2021	Cover Memo

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

Resolution #2021/2022 - 12

Agreement to Provide Dispatch Services to the Town of Newfields

WHEREAS: The Town of Newmarket has agreed to provide dispatch services for the Town of Newfields, NH; and

WHEREAS: The Town of Newfields and Newmarket have agreed to a three-year agreement in the amount of \$28,730.46 for the first year and increased by the Boston CPI-U for the Year beginning 2022; and

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

The Town of Newmarket enters into a three-year agreement (expiring December 2024) for dispatch services and authorizes the Town Manager to sign the agreement.

First Reading: November 3, 2021

Second Reading: November 17, 2021

Approval: November 17, 2021

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

CONTRACT FOR DISPATCH SERVICES
For the
TOWN OF NEWFIELDS, NEW HAMPSHIRE

This contract made this 25th day of October, between the Town of Newmarket, a municipal corporation, and the Town of Newfields, a municipal corporation as it relates to dispatching services provided by the Town of Newmarket.

1. The Town of Newmarket agrees to provide the Town of Newfields with dispatch services for the Town of Newfields Police Department, Fire Department and Ambulance services for a three-year period commencing on the 1st day of January 2021 and terminating on the 31st day of December 2023. Said dispatching services shall be twenty-four (24) hours per day throughout the year.
2. The cost of dispatch services charged shall be \$28,730.46 in the first year. This figure shall increase annually based on the United States Bureau of Labor Statistics percentage increase for the Consumer Price Index Urban, Boston for the month of July beginning July 2021. If the CPI-U Boston is negative, the prevailing rate shall continue.
3. Sixty (60) days prior to the stated termination of said contract, the Newmarket Town Manager shall notify the Newfields Select Board, in writing relative to establishing a meeting for the purpose of renegotiating dispatch services and cost for the ensuing year(s).
4. Cost of said service and related payments shall be made on a quarterly basis. Either Town may terminate the Contract by supplying the other Town with a sixty-day written notice of its intent to terminate the Contract. In the event that the Contract is terminated within the course of the year, the Town of Newfields will pay a prorated share of the funds for that remaining quarter; said amount to be paid thirty (30) days after the termination.
5. The Town of Newfields agrees that the Town of Newmarket shall control the operation of the Dispatch Center and shall establish operating procedures for dispatch services and the Town of Newfields agrees to comply with the operation procedures.
6. It is agreed that on a quarterly basis a representative of the Police Department, Fire Department and Ambulance Services for the Town of Newfields, shall meet with the Newmarket Police Chief or his designee, in order to discuss ongoing operations, and areas of concern and/or improvement. In addition, and to the extent possible, the Town of Newfields will endeavor to assist the Town of Newmarket in securing equipment that would enhance the operations of the dispatch Center as it relates to the Town of Newfields, and dispatching services provided by and from the Town of Newmarket.
7. The Town of Newmarket Police Department agrees to allow the Town of Newfields Police Department to jointly use 155.37Mhz, as their primary operating frequency. The Town of Newmarket agrees to allow the Town of Newfields Fire Department to jointly use 155.085Mhz as their primary operation frequency. The Federal Communications Commission has solely licensed this frequency to the Newmarket Police Department, The Town of Newfields agrees to use this frequency in a proper and professional manner and abide by all FCC regulations.

8. The Town of Newmarket Police Department agrees to allow the Town of Newfields Police Department access to information provided through the State Police Online Terminal Services, (S.P.O.T.S.) terminal located at the Dispatch Center. This terminal is solely licensed to the Newmarket Police Department through an agreement with the New Hampshire State Police and will only be operated by Newmarket Police Department Personnel. The Newfields Police Department agrees to utilize information obtained through the S.P.O.T.S. network for official law enforcement purposes only and agrees not to furnish said information to non-law enforcement personnel. The Newfields Police Department agrees to abide by any and all S.P.O.T.S. rules and procedures.
9. The Town of Newmarket Police Department agrees to provide the Town of Newfields Police Department access to the Information Management Corporation, (IMC) law enforcement records database as well as the S.P.O.T.S. network through mobile data terminals, (MDT's). The Town of Newfields will purchase and maintain any equipment and licenses necessary to access these databases from their police cruisers. The Town of Newfields Police Department agrees to only allow properly certified users to access these networks.
10. It is understood and agreed between the Town of Newmarket and the Town of Newfields that indemnifications detailed in this Contract shall be limited to scope and only exist to the extent stated in this Contract. All other duties, standards or care, and obligations involving each of the Towns with respect to the provision of services shall remain in full force and effect,
 - a. The Town of Newfields agrees to hold harmless and indemnify the Town of Newmarket in all instances where the dispatch service accurately provides the Town of Newfields responding agency the information provided to dispatch services by the caller or the person requesting service from the Town of Newfields.
11. The Town of Newmarket and the Town of Newfields agree that this Contract embodies all the terms of their agreement concerning the provisions of dispatch services by the Town of Newmarket to the Town of Newfields. Any changes in this Contract shall be in writing and executed by both Parties to the Contract.

Select Board
Town of Newfields, NH

Town Manager
Town of Newmarket, NH



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: November 17, 2021

TITLE: Resolution #2021/2022-14 - Authorizing the Issuance of Refunding Bond

PREPARED BY: William Tappan, Director of Finance & Administration

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

In order to pay for improvements in the waste water treatment facility and pump station upgrades in 2017 the Town issued two general obligation bonds equaling \$10,340,000 (\$9,000,000 + \$1,340,000) with an annualized interest rate of 2.625%.

DISCUSSION:

Since the above noted bonds were issued, interest rates have declined making it possible to reduce the rate on the remaining loan balance \$8,550,377 (\$7,442,307 + \$1,108,070). In recent months, with the economy showing signs of recovery coupled with inflationary pressure, there is heightened potential for interest rates to rise in the coming year. As a result, it is prudent to refund outstanding loans while the interest rates remain relatively low. Refunding the noted loans would have a positive impact by reducing town's long-term debt profile. The proposed refunding would be done through the NH Municipal Bond Bank.

FISCAL IMPACT:

By reducing the interest rate from 2.625% to an estimated 2.261% on the \$9,000,000 loan, and an estimated 2.263% on the \$1,340,000 loan, the town will save an estimated \$280,747 and \$41,641 respectively for a combined savings of \$322,388.

RECOMMENDATION:

IT is recommended that the Town Council approve the refunding request in order to benefit from the lower interest rate while it is able, and reduce the overall debt burden by an estimated \$322,388.

Documents attached: Current loan amortization tables and NHMBB provided refunding loan amortization tables.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022 - 14 Refunding Bond	11/3/2021	Cover Memo
Loan Repayment Schedule	11/3/2021	Cover Memo
Summary of Refund Results	11/3/2021	Cover Memo



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

Town of Newmarket

Town Council Resolution #2021/2022-14
Resolution Authorizing the Issuance of Refunding Bond

Whereas, the Town of Newmarket (the "Town") issued a \$9,000,000 general obligation bond in 2017 to pay costs of wastewater treatment facility and pump station upgrades (the "2017A Bond") and the outstanding principal on the 2017A Bond as of February 24, 2022 is \$7,442,307, payable in semi-annual level principal installments until maturity on August 21, 2043 with interest payable at 2.625% per annum; and

Whereas, the Town issued a \$1,340,000 general obligation bond in 2017 to pay costs of wastewater treatment facility and pump station upgrades (the "2017B Bond") and the outstanding principal on the 2017B Bond as of February 24, 2022 is \$1,108,070, payable in semi-annual level principal installments until maturity on August 21, 2043 with interest payable at 2.625% per annum; and

Whereas, the New Hampshire Municipal Bond Bank is issuing its 2022 Series B bonds on February 24, 2022 to assist governmental entities to refinance existing debt; and

Whereas, prior to the second reading of this Resolution, the Town Council of the Town has held a public hearing on issuing a general obligation bond to fully refund the 2017A Bond and the 2017B Bond (collectively, the "Refunded Bonds") pursuant to RSA 33:3-d;

Now therefore, the Town Council of the Town of Newmarket hereby RESOLVES, as follows:

1. That pursuant to the Municipal Finance Act, RSA Chapter 33, including RSA 33:3-d, the New Hampshire Municipal Bond Bank Law, RSA Chapter 35-A, all other applicable law, the Treasurer of the Town and the Chair of the Town Council are authorized to execute, attest, and deliver a Loan Agreement between the Town and the New Hampshire Municipal Bond Bank (the "Bond Bank") in such form as they may approve, said approval to be conclusively evidenced by the execution and delivery thereof, to effect a borrowing from the Bond Bank in the principal

amount not to exceed \$8,552,857 (\$7,442,307 + \$1,108,070 + \$2,480 of accrued interest) to fully refund the Refunded Bonds on a current basis;

2. That pursuant to the terms of said Loan Agreement and this Resolution, the Town is authorized to borrow from the Bond Bank a sum of up to \$8,552,857, and to evidence such indebtedness, the Treasurer and a majority of the Town Council are authorized to issue a general obligation bond of the Town in a principal amount of up to \$8,552,857 (the "Bond") and to pledge the full faith and credit of the Town in payment of the Bond;

3. That the Bond shall be signed by a majority of the Town Council and countersigned by the Treasurer under the official seal of the Town, if any, and bear interest at such rate as the signatories of the Bond may approve; and shall be in such form as such signatories may approve; said approvals to be conclusively evidenced by the execution and delivery thereof;

4. That the Treasurer and other proper officials of the Town, acting singly, are authorized to execute and deliver on behalf of the Town such other documents and certificates, including such documents and certificates as may be required by bond counsel or the Bond Bank, and to do or cause to be done all such other acts and things as may be necessary or desirable in order to effect the transactions hereinbefore authorized, and any such prior action by them is hereby ratified and confirmed;

5. That the Bond shall be sold to the Bond Bank at par plus any applicable premium; and that, pursuant to RSA § 35-A:29, the Treasurer may apply any premium received by the Town on account of issuance of the Bond: (i) to the payment of the costs of preparing, issuing, and marketing the issue of the Bond; (ii) to the cost of the refunding resulting in a like reduction of the principal amount of the Bond; (iii) to deposit in the general fund of the Town and to be available to be appropriated for any lawful purpose of the Town; or (iv) to any combination of the foregoing;

6. That (i) no part of the proceeds of the Bond shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and (ii) the proceeds of the Bond and the Project shall not be used in a manner that would cause the Bond to be a "private activity bond" within the meaning of Section 141 of the Code;

7. That in connection with the Bond, the Treasurer is authorized to execute and deliver on behalf of the Town an Arbitrage and Use of Proceeds Certificate in form approved by the Town's bond counsel, and to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bond, and to take all other lawful actions necessary to ensure that the interest on the Bond will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bond to become includable in the gross income of the owners thereof;

8. That the Treasurer and other proper officials of the Town, acting singly, are authorized in consultation with Bond Counsel to implement written procedures with respect to the Bond for the purpose of: (i) ensuring timely “remedial action” for any portion of the Bond that may become “non-qualified bonds,” as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town’s compliance following the issuance of the Bond with the arbitrage, yield restriction and rebate requirements of the Code and regulations thereunder;

9. That if the Treasurer or Chair of the Town Council for any reason are unavailable to, as applicable, approve, execute, or attest the Bond or any related financing documents, the person or persons then acting in any such capacity, whether as assistant, deputy, vice-chair, or otherwise, is authorized to act for such unavailable official with the same force and effect as if such official had himself/herself performed such act; and

10. That the Town Clerk include an attested copy of this Resolution with the minutes of this meeting.

First Reading: November 3, 2021

Second Reading: November 17, 2021

Approval: November 17, 2021

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

Semi-Annual Level Principal
+ Semi-Annual Interest

Town of Newmarket
Semi-Annual Payments with Level Principal + Semi-Annual Interest
Total Loan Amount \$10,340,000, Interest Rate - 2.625%, Term 26 Years (Schedule 1 of 2)

Date		Beginning Balance	Principal Payment	Interest Payment	Total Payment	Interest Rate
21-Feb	2018	\$ 9,000,000	\$ 173,077	\$ 118,125	\$ 291,202	2.625%
21-Aug	2018	8,826,923	\$ 173,077	115,853	288,930	2.625%
21-Feb	2019	8,653,846	\$ 173,077	113,582	286,659	2.625%
21-Aug	2019	8,480,769	\$ 173,077	111,310	284,387	2.625%
21-Feb	2020	8,307,692	\$ 173,077	109,038	282,115	2.625%
21-Aug	2020	8,134,615	\$ 173,077	106,767	279,844	2.625%
21-Feb	2021	7,961,538	\$ 173,077	104,495	277,572	2.625%
21-Aug	2021	7,788,461	\$ 173,077	102,224	275,301	2.625%
21-Feb	2022	7,615,384	\$ 173,077	99,952	273,029	2.625%
21-Aug	2022	7,442,307	\$ 173,077	97,680	270,757	2.625%
21-Feb	2023	7,269,230	\$ 173,077	95,409	268,486	2.625%
21-Aug	2023	7,096,153	\$ 173,077	93,137	266,214	2.625%
21-Feb	2024	6,923,076	\$ 173,077	90,865	263,942	2.625%
21-Aug	2024	6,749,999	\$ 173,077	88,594	261,671	2.625%
21-Feb	2025	6,576,922	\$ 173,077	86,322	259,399	2.625%
21-Aug	2025	6,403,845	\$ 173,077	84,050	257,127	2.625%
21-Feb	2026	6,230,768	\$ 173,077	81,779	254,856	2.625%
21-Aug	2026	6,057,691	\$ 173,077	79,507	252,584	2.625%
21-Feb	2027	5,884,614	\$ 173,077	77,236	250,313	2.625%
21-Aug	2027	5,711,537	\$ 173,077	74,964	248,041	2.625%
21-Feb	2028	5,538,460	\$ 173,077	72,692	245,769	2.625%
21-Aug	2028	5,365,383	\$ 173,077	70,421	243,498	2.625%
21-Feb	2029	5,192,306	\$ 173,077	68,149	241,226	2.625%
21-Aug	2029	5,019,229	\$ 173,077	65,877	238,954	2.625%
21-Feb	2030	4,846,152	\$ 173,077	63,606	236,683	2.625%
21-Aug	2030	4,673,075	\$ 173,077	61,334	234,411	2.625%
21-Feb	2031	4,499,998	\$ 173,077	59,062	232,139	2.625%
21-Aug	2031	4,326,921	\$ 173,077	56,791	229,868	2.625%
21-Feb	2032	4,153,844	\$ 173,077	54,519	227,596	2.625%
21-Aug	2032	3,980,767	\$ 173,077	52,248	225,325	2.625%
21-Feb	2033	3,807,690	\$ 173,077	49,976	223,053	2.625%
21-Aug	2033	3,634,613	\$ 173,077	47,704	220,781	2.625%
21-Feb	2034	3,461,536	\$ 173,077	45,433	218,510	2.625%
21-Aug	2034	3,288,459	\$ 173,077	43,161	216,238	2.625%
21-Feb	2035	3,115,382	\$ 173,077	40,889	213,966	2.625%
21-Aug	2035	2,942,305	\$ 173,077	38,618	211,695	2.625%
21-Feb	2036	2,769,228	\$ 173,077	36,346	209,423	2.625%
21-Aug	2036	2,596,151	\$ 173,077	34,074	207,151	2.625%
21-Feb	2037	2,423,074	\$ 173,077	31,803	204,880	2.625%
21-Aug	2037	2,249,997	\$ 173,077	29,531	202,608	2.625%
21-Feb	2038	2,076,920	\$ 173,077	27,260	200,337	2.625%
21-Aug	2038	1,903,843	\$ 173,077	24,988	198,065	2.625%
21-Feb	2039	1,730,766	\$ 173,077	22,716	195,793	2.625%
21-Aug	2039	1,557,689	\$ 173,077	20,445	193,522	2.625%
21-Feb	2040	1,384,612	\$ 173,077	18,173	191,250	2.625%
21-Aug	2040	1,211,535	\$ 173,077	15,901	188,978	2.625%
21-Feb	2041	1,038,458	\$ 173,077	13,630	186,707	2.625%
21-Aug	2041	865,381	\$ 173,077	11,358	184,435	2.625%
21-Feb	2042	692,304	\$ 173,077	9,086	182,163	2.625%
21-Aug	2042	519,227	\$ 173,077	6,815	179,892	2.625%
21-Feb	2043	346,150	\$ 173,077	4,543	177,620	2.625%
21-Aug	2043	173,073	\$ 173,073	2,272	175,345	2.625%
		-	\$ 9,000,000	\$ 3,130,311	\$ 12,130,311	
					\$ 12,130,311	

WWTP

Semi-Annual Level Principal
+ Semi-Annual Interest

Town of Newmarket						
Semi-Annual Payments with Level Principal + Semi-Annual Interest						
Total Loan Amount \$10,340,000, Interest Rate - 2.625%, Term 26 Years (Schedule 2 of 2)						
Date		Beginning Balance	Principal Payment	Interest Payment	Total Payment	Interest Rate
21-Feb 2018		\$ 1,340,000	\$ 25,770	17,588	\$ 43,358	2.625%
21-Aug 2018		1,314,230	\$ 25,770	17,249	43,019	2.625%
21-Feb 2019		1,288,460	\$ 25,770	16,911	42,681	2.625%
21-Aug 2019		1,262,690	\$ 25,770	16,573	42,343	2.625%
21-Feb 2020		1,236,920	\$ 25,770	16,235	42,005	2.625%
21-Aug 2020		1,211,150	\$ 25,770	15,896	41,666	2.625%
21-Feb 2021		1,185,380	\$ 25,770	15,558	41,328	2.625%
21-Aug 2021		1,159,610	\$ 25,770	15,220	40,990	2.625%
21-Feb 2022		1,133,840	\$ 25,770	14,882	40,652	2.625%
21-Aug 2022		1,108,070	\$ 25,770	14,543	40,313	2.625%
21-Feb 2023		1,082,300	\$ 25,770	14,205	39,975	2.625%
21-Aug 2023		1,056,530	\$ 25,770	13,867	39,637	2.625%
21-Feb 2024		1,030,760	\$ 25,770	13,529	39,299	2.625%
21-Aug 2024		1,004,990	\$ 25,770	13,190	38,960	2.625%
21-Feb 2025		979,220	\$ 25,770	12,852	38,622	2.625%
21-Aug 2025		953,450	\$ 25,770	12,514	38,284	2.625%
21-Feb 2026		927,680	\$ 25,770	12,176	37,946	2.625%
21-Aug 2026		901,910	\$ 25,770	11,838	37,608	2.625%
21-Feb 2027		876,140	\$ 25,770	11,499	37,269	2.625%
21-Aug 2027		850,370	\$ 25,770	11,161	36,931	2.625%
21-Feb 2028		824,600	\$ 25,770	10,823	36,593	2.625%
21-Aug 2028		798,830	\$ 25,770	10,485	36,255	2.625%
21-Feb 2029		773,060	\$ 25,770	10,146	35,916	2.625%
21-Aug 2029		747,290	\$ 25,770	9,808	35,578	2.625%
21-Feb 2030		721,520	\$ 25,770	9,470	35,240	2.625%
21-Aug 2030		695,750	\$ 25,770	9,132	34,902	2.625%
21-Feb 2031		669,980	\$ 25,770	8,793	34,563	2.625%
21-Aug 2031		644,210	\$ 25,770	8,455	34,225	2.625%
21-Feb 2032		618,440	\$ 25,770	8,117	33,887	2.625%
21-Aug 2032		592,670	\$ 25,770	7,779	33,549	2.625%
21-Feb 2033		566,900	\$ 25,770	7,441	33,211	2.625%
21-Aug 2033		541,130	\$ 25,770	7,102	32,872	2.625%
21-Feb 2034		515,360	\$ 25,770	6,764	32,534	2.625%
21-Aug 2034		489,590	\$ 25,770	6,426	32,196	2.625%
21-Feb 2035		463,820	\$ 25,770	6,088	31,858	2.625%
21-Aug 2035		438,050	\$ 25,770	5,749	31,519	2.625%
21-Feb 2036		412,280	\$ 25,770	5,411	31,181	2.625%
21-Aug 2036		386,510	\$ 25,770	5,073	30,843	2.625%
21-Feb 2037		360,740	\$ 25,770	4,735	30,505	2.625%
21-Aug 2037		334,970	\$ 25,770	4,396	30,166	2.625%
21-Feb 2038		309,200	\$ 25,770	4,058	29,828	2.625%
21-Aug 2038		283,430	\$ 25,770	3,720	29,490	2.625%
21-Feb 2039		257,660	\$ 25,770	3,382	29,152	2.625%
21-Aug 2039		231,890	\$ 25,770	3,044	28,814	2.625%
21-Feb 2040		206,120	\$ 25,770	2,705	28,475	2.625%
21-Aug 2040		180,350	\$ 25,770	2,367	28,137	2.625%
21-Feb 2041		154,580	\$ 25,770	2,029	27,799	2.625%
21-Aug 2041		128,810	\$ 25,770	1,691	27,461	2.625%
21-Feb 2042		103,040	\$ 25,770	1,352	27,122	2.625%
21-Aug 2042		77,270	\$ 25,770	1,014	26,784	2.625%
21-Feb 2043		51,500	\$ 25,770	676	26,446	2.625%
21-Aug 2043		25,730	\$ 25,730	338	26,068	2.625%
		-	\$ 1,340,000	\$ 466,055	\$ 1,806,055	
					\$ 1,806,055	

SUMMARY OF REFUNDING RESULTS

New Hampshire Municipal Bond Bank
Refund Town of Newmarket #1 (6/30 FYE)

Dated Date	02/24/2022
Delivery Date	02/24/2022
Arbitrage yield	1.586675%
Escrow yield	0.000000%
Value of Negative Arbitrage	-
Bond Par Amount	6,550,000.00
True Interest Cost	2.219132%
Net Interest Cost	2.389016%
All-In TIC	2.261285%
Average Coupon	3.602584%
Average Life	11.699
Weighted Average Maturity	11.456
Par amount of refunded bonds	7,442,307.00
Average coupon of refunded bonds	2.625000%
Average life of refunded bonds	10.992
Remaining weighted average maturity of refunded bonds	10.992
PV of prior debt to 02/24/2022 @ 1.586675%	8,200,842.83
Net PV Savings	258,767.81
Percentage savings of refunded bonds	3.476984%
Percentage savings of refunding bonds	3.950654%

SAVINGS

New Hampshire Municipal Bond Bank
Refund Town of Newmarket #1 (6/30 FYE)

Savings Summary

Savings PV date	02/24/2022
Savings PV rate	1.586675%
PV of savings from cash flow	256,147.10
Plus: Refunding funds on hand	2,620.71
Net PV Savings	258,767.81

SUMMARY OF REFUNDING RESULTS

New Hampshire Municipal Bond Bank
Refund Town of Newmarket #2 (6/30 FYE)

Dated Date	02/24/2022
Delivery Date	02/24/2022
Arbitrage yield	1.586675%
Escrow yield	0.000000%
Value of Negative Arbitrage	-
Bond Par Amount	975,000.00
True Interest Cost	2.220845%
Net Interest Cost	2.391435%
All-In TIC	2.262990%
Average Coupon	3.606757%
Average Life	11.698
Weighted Average Maturity	11.459
Par amount of refunded bonds	1,108,070.00
Average coupon of refunded bonds	2.625000%
Average life of refunded bonds	10.991
Remaining weighted average maturity of refunded bonds	10.991
PV of prior debt to 02/24/2022 @ 1.586675%	1,221,003.47
Net PV Savings	38,332.98
Percentage savings of refunded bonds	3.459437%
Percentage savings of refunding bonds	3.931588%

SAVINGS

New Hampshire Municipal Bond Bank
Refund Town of Newmarket #2 (6/30 FYE)

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings
08/15/2022	-	18,893.13	(18,893.13)	-
08/21/2022	40,313.42	-	40,313.42	-
02/15/2023	-	59,887.50	(59,887.50)	-
02/21/2023	39,975.19	-	39,975.19	-
06/30/2023	-	-	-	1,507.98
08/15/2023	-	18,867.50	(18,867.50)	-
08/21/2023	39,636.96	-	39,636.96	-
02/15/2024	-	58,867.50	(58,867.50)	-
02/21/2024	39,298.73	-	39,298.73	-
06/30/2024	-	-	-	1,200.69
08/15/2024	-	17,847.50	(17,847.50)	-
08/21/2024	38,960.49	-	38,960.49	-
02/15/2025	-	57,847.50	(57,847.50)	-
02/21/2025	38,622.26	-	38,622.26	-
06/30/2025	-	-	-	1,887.75
08/15/2025	-	16,827.50	(16,827.50)	-
08/21/2025	38,284.03	-	38,284.03	-
02/15/2026	-	56,827.50	(56,827.50)	-
02/21/2026	37,945.80	-	37,945.80	-
06/30/2026	-	-	-	2,574.83
08/15/2026	-	15,807.50	(15,807.50)	-
08/21/2026	37,607.57	-	37,607.57	-
02/15/2027	-	55,807.50	(55,807.50)	-
02/21/2027	37,269.34	-	37,269.34	-
06/30/2027	-	-	-	3,261.91
08/15/2027	-	14,787.50	(14,787.50)	-
08/21/2027	36,931.11	-	36,931.11	-
02/15/2028	-	54,787.50	(54,787.50)	-
02/21/2028	36,592.88	-	36,592.88	-
06/30/2028	-	-	-	3,948.09
08/15/2028	-	13,767.50	(13,767.50)	-
08/21/2028	36,254.64	-	36,254.64	-
02/15/2029	-	58,767.50	(58,767.50)	-
02/21/2029	35,916.41	-	35,916.41	-
06/30/2029	-	-	-	(363.95)
08/15/2029	-	12,620.00	(12,620.00)	-
08/21/2029	35,578.18	-	35,578.18	-
02/15/2030	-	57,620.00	(57,620.00)	-
02/21/2030	35,239.95	-	35,239.95	-
06/30/2030	-	-	-	578.13
08/15/2030	-	11,472.50	(11,472.50)	-
08/21/2030	34,901.72	-	34,901.72	-
02/15/2031	-	56,472.50	(56,472.50)	-
02/21/2031	34,563.40	-	34,563.40	-
06/30/2031	-	-	-	1,520.21
08/15/2031	-	10,325.00	(10,325.00)	-
08/21/2031	34,225.26	-	34,225.26	-
02/15/2032	-	55,325.00	(55,325.00)	-
02/21/2032	33,887.03	-	33,887.03	-
06/30/2032	-	-	-	2,462.29
08/15/2032	-	9,402.50	(9,402.50)	-
08/21/2032	33,548.79	-	33,548.79	-
02/15/2033	-	54,402.50	(54,402.50)	-
02/21/2033	33,210.56	-	33,210.56	-
06/30/2033	-	-	-	2,954.35
08/15/2033	-	8,480.00	(8,480.00)	-
08/21/2033	32,872.33	-	32,872.33	-
02/15/2034	-	53,480.00	(53,480.00)	-
02/21/2034	32,534.10	-	32,534.10	-
06/30/2034	-	-	-	3,446.43
08/15/2034	-	7,557.50	(7,557.50)	-
08/21/2034	32,195.87	-	32,195.87	-
02/15/2035	-	52,557.50	(52,557.50)	-
02/21/2035	31,857.64	-	31,857.64	-
06/30/2035	-	-	-	3,938.51
08/15/2035	-	6,635.00	(6,635.00)	-
08/21/2035	31,519.41	-	31,519.41	-
02/15/2036	-	56,635.00	(56,635.00)	-
02/21/2036	31,181.18	-	31,181.18	-
06/30/2036	-	-	-	(569.41)
08/15/2036	-	5,610.00	(5,610.00)	-
08/21/2036	30,842.94	-	30,842.94	-
02/15/2037	-	55,610.00	(55,610.00)	-
02/21/2037	30,504.71	-	30,504.71	-
06/30/2037	-	-	-	127.65
08/15/2037	-	4,585.00	(4,585.00)	-
08/21/2037	30,166.48	-	30,166.48	-
02/15/2038	-	54,585.00	(54,585.00)	-
02/21/2038	29,828.25	-	29,828.25	-
06/30/2038	-	-	-	824.73
08/15/2038	-	3,810.00	(3,810.00)	-
08/21/2038	29,490.02	-	29,490.02	-
02/15/2039	-	53,810.00	(53,810.00)	-
02/21/2039	29,151.79	-	29,151.79	-
06/30/2039	-	-	-	1,021.81
08/15/2039	-	3,035.00	(3,035.00)	-
08/21/2039	28,813.56	-	28,813.56	-
02/15/2040	-	53,035.00	(53,035.00)	-
02/21/2040	28,475.33	-	28,475.33	-
06/30/2040	-	-	-	1,218.80
08/15/2040	-	2,260.00	(2,260.00)	-
08/21/2040	28,137.09	-	28,137.09	-
02/15/2041	-	52,260.00	(52,260.00)	-
02/21/2041	27,798.86	-	27,798.86	-
06/30/2041	-	-	-	1,415.95
08/15/2041	-	1,485.00	(1,485.00)	-
08/21/2041	27,460.63	-	27,460.63	-
02/15/2042	-	51,485.00	(51,485.00)	-
02/21/2042	27,122.40	-	27,122.40	-
06/30/2042	-	-	-	1,613.03
08/15/2042	-	866.25	(866.25)	-
08/21/2042	26,784.17	-	26,784.17	-
02/15/2043	-	50,866.25	(50,866.25)	-
02/21/2043	26,445.94	-	26,445.94	-
06/30/2043	-	-	-	1,497.61
08/15/2043	-	247.50	(247.50)	-
08/21/2043	26,067.71	-	26,067.71	-
02/15/2044	-	20,247.50	(20,247.50)	-
06/30/2044	-	-	-	5,572.71
1,428,014.22	1,386,373.13	41,641.09	41,641.09	

SAVINGS

New Hampshire Municipal Bond Bank
Refund Town of Newmarket #2 (6/30 FYE)

Savings Summary

Savings PV date	02/24/2022
Savings PV rate	1.586675%
PV of savings from cash flow	37,995.77
Plus: Refunding funds on hand	337.21
Net PV Savings	<u>38,332.98</u>



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
Julianna Tyson Application	11/1/2021	Cover Memo
Julianna Tyson Resume	11/1/2021	Cover Memo



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

Applicant's Name: Julianna Tyson

Address: 13 Tuckers Way, Newmarket NH Phone/Cell (978) 994 0482

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of Years as Resident: new resident
RSA 91:2 Are you an American Citizen? ☒ Yes No

Email address: jstyson17@gmail.com

Full membership (3 year term) **position applying for** Conservation Commission Alternate

State what the new **term expiration date is:** April 2024

Alternate position (3 year term) position applying for Emergency and Environment Advisory

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: _____

I graduated with a BS in Sustainability and Natural Resources. I have worked for two

Park Districts, as well as been a board member for Milton Vermont Conservation

Commission and the Green Mountain Audubon Society (GMAS). On the GMAS board

I was the chair of two committees, the Education and the Equity Diversity and Inclusion
(need more room, please use the back)

Julianna Tyson
Signature

10/25/2021
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.

Julianna Tyson

BS Environmental Studies, Sustainability and Natural Resources

13 Tuckers Way, Newmarket NH 03857 ♦ (978) 994 0482 ♦ jstyson17@gmail.com

SKILLS

- Community outreach and volunteer recruitment, training and management; Fundraising and grant research
- Extensive experience in curriculum and program design and implementation
- Organizing events such as stewardship, land management, and community bird outings
- Experience with office operations; answering the phone and emails, filing and organization
- Microsoft Office Suite; data collection and analysis, basic mapping, and statistics
- CPR & First Aid certified through 2022, Commercial Drivers License Class B vehicles with passenger & school bus endorsement

STRENGTHS

- Works effectively on a team and as a team leader to execute an organization's mission, and employs others' diverse strengths
- Flexible, with strong communication skills, creative, motivated, detail-oriented, adaptable
- Passionate about environmental and sustainability education and sharing that knowledge with the greater community

EDUCATION

University of Vermont, Rubenstein School of Environment and Natural Resources, Graduated May 2017

Bachelor of Science in Environmental Studies. Presidential Scholarship; Dean's List; GPA 3.72

Relevant Coursework:

- Natural History and Field Ecology - NR001
 - Completed Field plots, forest surveys, plant and wildlife species identification
- Introduction to Ecological Economics - ENVS141
 - Organized a Youth Climate Summit for high schoolers
- Natural History and Field Ecology - NR 001
 - Field plots, forest surveys, plant and wildlife species identification
- Intro to Ecological Economics - ENVS 141
 - Organized a Youth Climate Summit for high schoolers
- Environmental Journalism - ENVS 195
 - Completed a journalistic article about access to the environment as it relates to race, gender, class and ability
- Sustainability from a Non-human Perspective - ENVS 195
 - Monitored local birds daily, keeping track of backyard species, and journaling
 - Studied urban natural areas and the benefits they provide to wildlife in Burlington, VT
- Birding to Change the World - ENVS 295
 - Learned new bird species weekly, birded daily while keeping a journal
 - Monitored urban natural areas alone, with the class, and with a group of mentees
- Environmental Problem Solving and Impact Assessment - NR 206
 - Designed and built a bridge on a conservation property in Bristol, VT using trees we chose off the same property, harvested ourselves, and moved with a tree-forwarder

Danish Institute for Study Abroad , Copenhagen, Denmark, August – December 2015

Studied sustainable development of Northern Europe in Copenhagen, Hamburg, and Stockholm

EXPERIENCE

AmeriCorps - Winooski Valley Park District, Burlington, VT

Environmental Educator and Resource Specialist - AmeriCorps Member

August 2017 - August 2019 - 3,400 hours of full time service - 35-40 hours a week

- Developed and implemented urban nature exploration afterschool programs for elementary school students
- Designed place-based environmental curricula for grade school classes and after school lessons
- Assisted Park District staff with implementing park management plans through invasive plant management, native tree plantings, service learning projects, and park monitoring
- Led monthly bird monitoring walks at parks for community members and citizen science data collection
- Co-led the *Sustainable Outdoor Leadership Education Camp*, 8-week nature-based summer day camp
- Fostered relationships with teachers, the public, and community organizations for the park district
- Reported all service hours including acreage and miles of trail improved each quarter

Essex Junction Recreation and Parks, Essex Junction, VT

Licensed Childcare Site Coordinator, Assistant Preschool Teacher, and Camp Director

August 2019 - Present - 40 hours a week

- Directing the after school program at Maple Street Park for 38 kindergartners, five days a week
- Director for Camp REACH, leading 60 kids daily field trips around Vermont
- Overseeing, training, and evaluating staff, to ensure programmatic efficiency
- Adapting programs to accommodate and respond to the dynamic needs of families and children through COVID-19
- Providing nature-based education via Instagram, Zoom, in-person programming, and take-home materials

VOLUNTEER

- Board Member, Green Mountain Audubon Society of Vermont - Chair of the Equity, Diversity, and Inclusion Committee and Education Committee (September 2020 - Present)
- Sector Team Lead for Green Mountain Audubon Society Christmas Bird Count Burlington Circle (2018, 2019, & 2020)
- Apprentice Bird Bander with North Branch Nature Center for songbirds and Northern Saw-whet owls (2017-2020)
- Board Member, Milton VT Conservation Commission (September 2019 - Present)
- VT Forest Hero Network - invasive plant species training by Vermont Department of Forest, Parks, and Recreation

NATURALIST RELATED EXPERIENCE

Birder Broker, Volunteer Summer 2020 and 2021

- Paired with a landowner in Vermont, set a .5-1.0 mile loop on their property through primarily forested habitat, visited the property 3 times to monitor bird species present between June 3rd and July 15th between 5am and 10am on days with no rain or frequent high winds. The Birder Broker Program provides landowners an opportunity to learn more about the birds on their property and better understand the bird habitat that their property provides, while also providing population trend information for Vermont's forest bird species.

Bird Monitoring Walks Community Trip Leader 2017-Present

- Led walks for Green Mountain Club (volunteer), Essex Parks and Recreation (paid), Milton Recreation Department (paid), Winooski Valley Park District (volunteer), Breakaway Farm (paid)
- Focused on natural areas within Chittenden County, VT and Burlington VT

Green Mountain Audubon Society Christmas Bird Count Team Leader 2018-Present

- Team of 4 responsible for surveying a sector of the Burlington, VT circle
- 8+ hours of birding, 30+ species reported, 500+ individual birds counted

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- Monitor for Golden-winged and Blue-winged Warbler species at sites where landscape management has occurred for these species, as well as finding them at spots they have not previously been reported at

REFERENCES

You may contact any of my references below:

Lauren Chicote, Operations Manager

Winooski Valley Park District

info@wvdpd.org

(802) 863 5744

Bridget Butler

Bird Diva Consulting

birddiva@gmail.com

(802) 522 2135

Christina McLaughlin, Preschool Director

Essex Junction Recreation and Parks

cmclaughlin@ejrp.org

(802) 777 3810

Michael Bureau, Assistant Director of Camp REACH

michael.e.bureau@gmail.com

(603) 714 9046

Curtis Hines, Assistant Director

Windsor Mountain International Summer Camp

curtis@windsormountain.org

(603) 748 1566



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
Julianna Tyson Application	11/1/2021	Cover Memo
Julianna Tyson Resume	11/1/2021	Cover Memo



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

Applicant's Name: Julianna Tyson

Address: 13 Tuckers Way, Newmarket NH Phone/Cell (978) 994 0482

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of Years as Resident: new resident
RSA 91:2 Are you an American Citizen? ☒ Yes No

Email address: jstyson17@gmail.com

Full membership (3 year term) **position applying for** Conservation Commission Alternate

State what the new **term expiration date is:** April 2024

Alternate position (3 year term) position applying for Emergency and Environment Advisory

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: _____

I graduated with a BS in Sustainability and Natural Resources. I have worked for two

Park Districts, as well as been a board member for Milton Vermont Conservation

Commission and the Green Mountain Audubon Society (GMAS). On the GMAS board

I was the chair of two committees, the Education and the Equity Diversity and Inclusion
(need more room, please use the back)

Julianna Tyson
Signature

10/25/2021
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.

Julianna Tyson

BS Environmental Studies, Sustainability and Natural Resources

13 Tuckers Way, Newmarket NH 03857 ♦ (978) 994 0482 ♦ jstyson17@gmail.com

SKILLS

- Community outreach and volunteer recruitment, training and management; Fundraising and grant research
- Extensive experience in curriculum and program design and implementation
- Organizing events such as stewardship, land management, and community bird outings
- Experience with office operations; answering the phone and emails, filing and organization
- Microsoft Office Suite; data collection and analysis, basic mapping, and statistics
- CPR & First Aid certified through 2022, Commercial Drivers License Class B vehicles with passenger & school bus endorsement

STRENGTHS

- Works effectively on a team and as a team leader to execute an organization's mission, and employs others' diverse strengths
- Flexible, with strong communication skills, creative, motivated, detail-oriented, adaptable
- Passionate about environmental and sustainability education and sharing that knowledge with the greater community

EDUCATION

University of Vermont, Rubenstein School of Environment and Natural Resources, Graduated May 2017

Bachelor of Science in Environmental Studies. Presidential Scholarship; Dean's List; GPA 3.72

Relevant Coursework:

- Natural History and Field Ecology - NR001
 - Completed Field plots, forest surveys, plant and wildlife species identification
- Introduction to Ecological Economics - ENVS141
 - Organized a Youth Climate Summit for high schoolers
- Natural History and Field Ecology - NR 001
 - Field plots, forest surveys, plant and wildlife species identification
- Intro to Ecological Economics - ENVS 141
 - Organized a Youth Climate Summit for high schoolers
- Environmental Journalism - ENVS 195
 - Completed a journalistic article about access to the environment as it relates to race, gender, class and ability
- Sustainability from a Non-human Perspective - ENVS 195
 - Monitored local birds daily, keeping track of backyard species, and journaling
 - Studied urban natural areas and the benefits they provide to wildlife in Burlington, VT
- Birding to Change the World - ENVS 295
 - Learned new bird species weekly, birded daily while keeping a journal
 - Monitored urban natural areas alone, with the class, and with a group of mentees
- Environmental Problem Solving and Impact Assessment - NR 206
 - Designed and built a bridge on a conservation property in Bristol, VT using trees we chose off the same property, harvested ourselves, and moved with a tree-forwarder

Danish Institute for Study Abroad , Copenhagen, Denmark, August – December 2015

Studied sustainable development of Northern Europe in Copenhagen, Hamburg, and Stockholm

EXPERIENCE

AmeriCorps - Winooski Valley Park District, Burlington, VT

Environmental Educator and Resource Specialist - AmeriCorps Member

August 2017 - August 2019 - 3,400 hours of full time service - 35-40 hours a week

- Developed and implemented urban nature exploration afterschool programs for elementary school students
- Designed place-based environmental curricula for grade school classes and after school lessons
- Assisted Park District staff with implementing park management plans through invasive plant management, native tree plantings, service learning projects, and park monitoring
- Led monthly bird monitoring walks at parks for community members and citizen science data collection
- Co-led the *Sustainable Outdoor Leadership Education Camp*, 8-week nature-based summer day camp
- Fostered relationships with teachers, the public, and community organizations for the park district
- Reported all service hours including acreage and miles of trail improved each quarter

Essex Junction Recreation and Parks, Essex Junction, VT

Licensed Childcare Site Coordinator, Assistant Preschool Teacher, and Camp Director

August 2019 - Present - 40 hours a week

- Directing the after school program at Maple Street Park for 38 kindergartners, five days a week
- Director for Camp REACH, leading 60 kids daily field trips around Vermont
- Overseeing, training, and evaluating staff, to ensure programmatic efficiency
- Adapting programs to accommodate and respond to the dynamic needs of families and children through COVID-19
- Providing nature-based education via Instagram, Zoom, in-person programming, and take-home materials

VOLUNTEER

- Board Member, Green Mountain Audubon Society of Vermont - Chair of the Equity, Diversity, and Inclusion Committee and Education Committee (September 2020 - Present)
- Sector Team Lead for Green Mountain Audubon Society Christmas Bird Count Burlington Circle (2018, 2019, & 2020)
- Apprentice Bird Bander with North Branch Nature Center for songbirds and Northern Saw-whet owls (2017-2020)
- Board Member, Milton VT Conservation Commission (September 2019 - Present)
- VT Forest Hero Network - invasive plant species training by Vermont Department of Forest, Parks, and Recreation

NATURALIST RELATED EXPERIENCE

Birder Broker, Volunteer Summer 2020 and 2021

- Paired with a landowner in Vermont, set a .5-1.0 mile loop on their property through primarily forested habitat, visited the property 3 times to monitor bird species present between June 3rd and July 15th between 5am and 10am on days with no rain or frequent high winds. The Birder Broker Program provides landowners an opportunity to learn more about the birds on their property and better understand the bird habitat that their property provides, while also providing population trend information for Vermont's forest bird species.

Bird Monitoring Walks Community Trip Leader 2017-Present

- Led walks for Green Mountain Club (volunteer), Essex Parks and Recreation (paid), Milton Recreation Department (paid), Winooski Valley Park District (volunteer), Breakaway Farm (paid)
- Focused on natural areas within Chittenden County, VT and Burlington VT

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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: November 17, 2021

TITLE: Resolution #2021/2022-15 - Tucker Well Construction Engineering

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

The Town voted and passed a Warrant Article to make improvements to the Town's water system. The Tucker Well Project is part of water improvements. The Tucker Well will increase the Town's water system capacity by 0.4 million gallons of water per day. So the Town can meet its water needs for the next 20-years. The Town has entered into agreement with Wright-Pierce to design the Tucker Well Project. The Water Department is requesting the Town amend the agreement for the following additional work.

Construction Administration	\$175,600
Record Drawings and O & M Manuals	\$26,800
Resident Project Engineer	\$299,000
Materials Testing	\$13,500
Environmental Monitoring	\$9,600
Survey work	\$48,700
Monitoring Well	<u>\$25,300</u>
Total	\$598,500

DISCUSSION:

Does the Town Council want to authorize the Town Manager to enter into an agreement with Wright-Pierce to perform construction services for the Tucker Well Project.

FISCAL IMPACT:

The Water Department has been increasing water rates 50 cents a year to cover the projected debt service and

operation and maintenance costs for the water projects. The estimated water rate was anticipated to be \$7.25 to \$7:50.

RECOMMENDATION:

I recommend that the Town Council authorize the Town Manager to amend the Wright-Pierce contract for the sum of \$598,500 for additional work that is needed for the Tucker Well Project.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-15 - Tucker Well Const Engineer	11/9/2021	Cover Memo
Tucker Well WP Construction Services	11/9/2021	Cover Memo



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

Resolution #2021/2022 - 15
Tucker Well Construction Engineering

- WHEREAS:** The Water Department has secured funding from Rural Development for the Tucker Well Project; and
- WHEREAS:** Wright-Pierce Engineering has performed the design engineering and permitting; and
- WHEREAS:** Adding the Tucker Well to the Town's water system will increase the water systems capacity by 0.4 MGD; and
- WHEREAS:** The added capacity will meet the Town's water needs for the next 20-years.

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

The Town Manager is authorized to amend the agreement with Wright-Pierce to add additional work and compensation for the Tucker Well Project for the sum of \$598,500.

First Reading: November 17, 2021

Second Reading: December 1, 2021

Approval: December 1, 2021

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

This is EXHIBIT K, consisting of 16 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 11/08/2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: 11/1/2021.

Background Data

Effective Date of Owner-Engineer Agreement: 2/17/2021

Owner: Town of Newmarket

Engineer: Wright-Pierce

Project: Tucker Well

Nature of Amendment:

- ☒ 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:

Amended Subcontract Services during Final Design, Construction Phase Engineering Services for the Tucker Well Project including Construction Administration, Resident Project Representative and Preparation of Record Drawings and Operations and Maintenance manuals.

The below is a modification to EXHIBIT A, Engineer for Professional Services

A1.03 *Final Design Phase*

- A.9.d. Provide removal of trees along the proposed access road on the Tucker Well property to allow for clear access to the Tucker Well site. Access alignment will be cleared of trees and stumped. Construction of the access road not included in this scope of work. Subcontracted effort to Doucette
- e. Residential well installation on MacIntosh Well property. Instrumentation of well for NHDES monitoring (if necessary) not included. Subcontracted to Capital Well

A1.06 *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.
 - 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.
 - 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. *Engineer to provide an independent testing laboratory to perform soil sieve and proctor analysis, compaction density testing, and new concrete cylinder testing.*
 - 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, 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 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.

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. *Analyze Change Order Costs and provide an opinion on costs to the Owner and Agency.*
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, 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.
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.
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.
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: *Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.*

Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

Develop a Conformed Set of Drawings and Specifications incorporating information issued by addendum and issue to Owner and Contractor for use in Construction.

Environmental monitoring for wetland permit compliance (Subcontracted to West Environmental).

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.

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.

27. *Preparation of operation, maintenance, and staffing manuals.*

- 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.

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 \$ 299,000 based upon full-time RPR services on an ten-hour workday, Monday through Friday, over a 260 working-day construction schedule (2600 hours). This estimate is based on a RPR hourly rate of \$115/hour.

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 10/24/21) to reflect equitable changes in the compensation payable to Engineer.

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 1.05.

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 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.

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 11/08/2018.

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.
- 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.

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.
- 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.

Fee Summary:

Task	Cost
Construction Administration	\$175,600
Record Drawings and O & M Manuals	\$26,800
Resident Project Representative 2600 hours@\$115/hr	\$299,000
Materials Testing (SW Cole)	\$13,500
Environmental Monitoring (West Environmental)	\$9,600
Tucker Well Property Access (Doucette)	\$48,700
Macintosh Property Well (Capital Well)	\$25,300

Schedule:

Task	Date
Contractor Notice to Proceed	March 1, 2022
Preconstruction Conference	March 15, 2022
Substantial Completion	March 15, 2023
Final Contract Coordination	March 15, 2024

Agreement Summary:

Original agreement amount:	\$ 270,500
Net change for prior amendments:	\$ N/A
This amendment amount:	\$ 598,500
Adjusted Agreement amount:	\$ 869,000

Change in time for services (days or date, as applicable): 720 calendar days

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

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:
Town of Newmarket

ENGINEER:
Wright-Pierce

By: _____
Print name: Steve Fournier

Title: Town Manager

Date Signed: _____

By: _____
Print name: Richard N. Davee, PE

Title: Vice President

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

STAFF REPORT

DATE: November 17, 2021

TITLE: Resolution #2021/2022-16 - New Road Watermain Replacement and Drainage Improvements Project

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

The New Road Project is to replace the watermain and to improve the drainage system. The Town has received \$500,000 grant from CDBG for the watermain replacement, and a \$1,000,000 loan with 10% loan forgiveness for the drainage portion of the project. Underwood Engineers has performed the design for the project. The plan is to put the project out to bid on December 22, 2021, and to open bids on January 26, 2022. A recommendation to award will be brought to the Town Council in February 2022, and the project will begin in the Spring of 2022. Underwood Engineers has submitted a proposal to perform the project bidding and construction engineering and oversight.

Bidding	\$8,200
Construction Administration	\$62,000
Resident Engineer	\$129,100
Start-up	\$6,600
Record Drawings and Documents	\$8,500
Special Services	<u>\$8,000</u>
Total	\$222,400

DISCUSSION:

Does the Town Council want to authorize the Town Manager to enter into an agreement with Underwood Engineers to perform the bidding and construction services for the New Road Watermain Replacement and Drainage Improvements Project for the sum of \$222,400.

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. 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 enter into an agreement with Underwood Engineers to perform the bidding and construction services for the New Road Watermain Replacement and Drainage Improvements Project for the sum of \$222,400.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 20212022-16 New Rd Replacement and Drainage	11/9/2021	Cover Memo
New Road Construction Phase Contract	11/9/2021	Cover Memo



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

Resolution #2021/2022 - 16

New Road Watermain Replacement 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:** Underwood Engineering has performed the design engineering and permitting; and
- WHEREAS:** The project will replace the New Road watermain and improve the drainage system.

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

The Town Manager is authorized to enter into an agreement with Underwood Engineers to perform the New Road Watermain Replacement and Drainage Improvements Project bidding and construction engineering for the sum of \$222,400.

First Reading: November 17, 2021

Second Reading: December 1, 2021

Approval: December 1, 2021

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

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
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:

New Road Water & Drainage Improvements (“Project”).

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 roadway/drainage/water main improvements along New Road

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.

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.

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.

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; and (3) 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 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.
- 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 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.
- F. 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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *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.
- D. *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.

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.

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

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

Engineer: Underwood Engineers, Inc.

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 03856
Designated Representative (Paragraph 8.03.A):
Sean Greig
Title: Environmental Services Director
Phone Number: 603-659-8810
E-Mail Address: sgreig@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

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

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. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

Exhibit A – Engineer's Services

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

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6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **[None]**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

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.
 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.

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 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, 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 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

Exhibit A – Engineer's Services

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

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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.

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, 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.
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.
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.

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.

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: The engineer will assist the Owner with the preparation of monthly project budget reports/disbursement requests to Rural Development.
 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.
 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.

Exhibit A – Engineer's Services

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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*

- C. 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; 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.
 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 constructability 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.

Exhibit A – Engineer's Services

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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 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.
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.

Exhibit A – Engineer's Services

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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 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.
 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 (3 Pages)
Engineering – Construction Phase Services
New Road Drainage Improvements
Newmarket, New Hampshire

NHDES CS-3301662-08

October 5, 2021

Project Area & Scope of Services:

Construction Phase Engineering Services will be provided for the work shown on the drawings, including drainage, water, and roadway improvements in the New Road project area as follows:

New Road	2,200 LF
Young Lane	900 LF
Great Cove Road	100 LF
Total:	3,200± LF

Assumption:

Completion time for construction will be based on calendar days as follows:

1. Substantial Completion: 180 Days
2. Final Completion: 30 Days

State funding for drainage improvements is requested through the Clean Water State Revolving Fund (CWSRF). Funding for water improvements is requested through the Rural Development (RD)/Community Development Block Grant (CDBG).

Bidding, Construction Administration, Construction Observation (Resident Project Representative), Start Up, and Record Drawing tasks and engineering fees are based on the anticipated schedule and the engineering services described below. An allowance is provided for specialty services should they be necessary. Actual costs may vary based on the Contractors schedule and the level of effort required to administer and monitor construction in accordance with construction documents. The Engineer agrees to perform the following Professional Engineering Services:

Task 8 – Bidding

Bid Procurement

- Provide suggested advertisements for bids
- Distribute plans and project manuals electronically to prospective bidders and advertising agencies.
- Maintain a bid holders list.
- Conduct a pre-bid meeting and prepare notes to be issued by addendum.
- Address bidder inquiries and prepare addendum where appropriate.
- Attend the bid opening.
- Review bids for errors, accuracy and completeness and issue a bid tabulation of all bids received.
- Provide a recommendation regarding Contract Award.
- Request concurrence from NHDES, RD and CDBG regarding award of the Contract.

Task 9 – Construction Administration

- Preparation of Contract documents for execution.
- Attend one (1) preconstruction meeting.
- Attend monthly progress meetings with the Contractor and the Town. Prepare meeting notes and distribute. (8 meetings are budgeted)
- Address regulatory comments relating to design and the environment.
- Review shop drawings and other Contractor submittals and provide review comments as appropriate.
- Review and respond to Contractor's request for information. Prepare Engineers' Supplemental Information (ESI's) for town review, distribute. (6 budgeted)
- Review and process monthly pay requisitions. (8 budgeted)
- Communications with Contractor and Town concerning progress of the work and conformance with the contract specifications.
- Prepare Change Orders for changes to work or additional work requested. (5 budgeted)
- Attend on-site meetings with property owners upon request. (4 meetings are budgeted)
- Prepare project punchlist of items for completion upon Contractor's request for Substantial Completion.
- Attend substantial completion walk through with the Contractor and Town representatives.
- Revise punchlist based on walk-through and prepare Certificate of Substantial Completion.
- Provide assistance to the Town and field personnel with coordination of work on private property.
- Prepare and submit supporting documentation in accordance to SRF, RD and/or CDBG funding requirements. Sixty (60) man hours are budgeted for completion of this portion of the task which includes:
 - Annual DBE/WBE reports
 - Wage Rate Interviews
 - Certified payroll reviews
 - Monthly SRF disbursement requests
 - AIS compliance requirements
 - Fiscal sustainability plan requirements

Task 10 – Construction Observation (Resident Project Representative)

The Engineer will provide generally full-time Resident Project Representative (RPR) to observe water, drainage and roadway construction, using qualified field personnel approved by The Town of Newmarket. A total of **1,150** man-hours (1,000 for Substantial Completion and 150 for Final Completion) are budgeted based on the level of service anticipated for Substantial Completion and Final Completion.

- Observe construction and prepare a daily report of activities and construction chronology.
- Track daily quantities of Contract unit items as the work progresses.
- Prepare monthly summary of unit items.
- Provide opinions relating to contractor's performance of the work and adherence to plans and specifications (CQA).
- Provide communications with Town Representative, Contractor Superintendent, Engineer, and homeowners (as necessary) throughout construction.
- Record locations and depths of constructed utilities (water and drainage) for project record.
- Record changes in subsurface conditions observed (bedrock, unstable soils, additional excavation, underground utilities encountered, etc.) to be shown on the record drawings.
- Construction Observation. (150 man-hours are budgeted)

Note: Though the budget assumes full-time site observation, the RPR may not be present at all times for all work performed and Engineering judgement will be used to complete work within the hours budgeted and determine where observation is appropriate according to Contractor's scheduling, daily operations, and ability to complete the work.

Task 11 – Start Up

Work will include warranty and start-up services during the one-year warranty period, to include:

- Addressing property owner/abutter concerns through project clean-up.
- Meetings and communications with the Contractor, DPW staff and other personnel during the Start-up/warranty period.
- Coordinate and attend the one-year warranty inspections.
- Provide recommendation for release of retainage, final payment and project closeout following one-year warranty period.

Task 12 – Record Drawings & Construction Documents Submittal

- Prepare record drawings to reflect recorded changes in construction.
- A total of two (2) sets of record drawings will be provided.
- Provide the Town with an electronic copy of the record drawings (PDF and DXF).
- Provide tie sheets (water connections).
- Prepare and submit Construction Notebook including compiled project documentation.

Task 13 – Specialty Services – General (Allowance)

Provide specialty subconsultant services when needed such as archeological (historical resources), or geotechnical services during construction.

This is **EXHIBIT B**, consisting of three (3) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

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**

This is **EXHIBIT C**, consisting of five (5) 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 **\$93,300.00** 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	\$ 8,200.00
e. Construction Phase	\$ 78,500.00
f. Post-Construction Phase	\$ 6,600.00

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. 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.

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 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*

E. *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 **\$129,100.00** based upon **part-time** RPR services **for a total of 1150 hours on site over the duration of the project.**

F. *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.

G. *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 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.

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 _____.

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 _____.

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:

Labor Rates:

Principal-in-Charge	\$175	to	\$230	per	hour
Senior Project Manager	\$130	to	\$190	per	hour
Project Manager	\$100	to	\$170	per	hour
Senior Project Engineer	\$90	to	\$150	per	hour
Project Engineer	\$70	to	\$130	per	hour
Senior Resident Engineer	\$70	to	\$130	per	hour
Resident Engineer	\$50	to	\$115	per	hour
Technician	\$50	to	\$115	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 _____.

SUMMARY OF FEES
Underwood Engineers, Inc.

Professional Engineering Services

*New Road Water and Drainage Improvements
Newmarket, NH
2045
10/1/2021*

1-Oct-21

Task	Subtask	Breakdown					Extended Total
		Labor	Hours	Expen/Subs	Subs	Expenses	
Task 8 - Bidding		\$7,238	63	\$962		\$962	\$8,200
Task 9 - Construction Administration		\$61,539	513	\$461		\$461	\$62,000
Task 10 - RPR		\$126,300	1,150	\$2,800	\$2,600	\$200	\$129,100
Task 11 - Start Up		\$6,433	54	\$167		\$167	\$6,600
Task 12 - Record Drawings & Construction Documents		\$8,461	79	\$39		\$39	\$8,500
Task 13 - Special Services			-	\$8,000	\$8,000		\$8,000
			-				
			-				
			-				
			-				
TOTAL		\$209,972	1,859	\$12,428	\$10,600	\$1,828	\$222,400

Note:
1

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 []

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*

- C. 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.
- D. 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.
- E. 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.

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.
- 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).

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

[Notes to User]

- 1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.*
- 2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]*



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

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:

9. 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.

10. This Notice reflects and is an expression of the Engineer's professional opinion.
11. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
12. 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.
13. 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.
14. 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 one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

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 shown on the attached.

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 _____.

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 _____.

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 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 _____.

Special Provisions

This Agreement is amended to include the following agreement(s) of the parties:

1. RUS Bulletin 1780-26, consisting of forty-eight (48) pages (attached).
2. RUS Bulletin 1780-35, consisting of forty-seven (47) pages (attached).

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-26
Document ID: Rural Development-GD-2020-000#

**SUBJECT: Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC)
Bidding and Contract Documents on Water and Waste Disposal Projects with Rural
Utilities Service Financial Assistance**

TO: Rural Development State Directors, Rural Utilities Service Program Directors, and State Engineers

EFFECTIVE DATE: Date of approval

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff, Water and Environmental Programs (WEP), under the Rural Utilities Service (RUS), a part of Rural Development (RD), an Agency within the United States Department of Agriculture (USDA)

INSTRUCTIONS: This Bulletin replaces RUS Bulletin 1780-26, dated September 7, 2017.

AVAILABILITY: This Bulletin, as well as any instructions, regulations, or forms referenced in this Bulletin are available at USDA State Offices. The State Office staff is familiar with the use of the documents in their states and can answer specific questions on Agency requirements.

This Bulletin is available on the website: <https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>.

PURPOSE: This Bulletin is to be used by RD staff in providing information and guidance to funding applicants/recipients (Owners) and professional consultants in the development of Bidding and Contract Documents that are legally sufficient, ensure appropriate services are provided at a reasonable fee, and expedite the achievement of the applicant's goals. This Bulletin supports compliance with 7 CFR 1780, 2 CFR 200 and the American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes mandating domestic preference.

The contents of this guidance document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

EDNA PRIMROSE
Assistant Administrator
Water and Environmental Programs

Date

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7	ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)	8

EXHIBITS

Exhibit A – GENERAL DOCUMENTS

Attachment 1	Certificate of Owner's Attorney and Agency Concurrence
Attachment 2	Informational Checklist for Project-Specific Waiver Requests
Attachment 3	American Iron and Steel <i>De Minimis</i> List Format
Attachment 4	General (Prime) Contractor's Certification of Compliance
Attachment 5	Manufacturer's Certification of Compliance
Attachment 6	Engineer's Construction Certifications

Exhibit B – CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

Attachment 1	Contract Document Checklist
Attachment 2	Engineer's Development of Advertisement for Bids
Attachment 3	Engineer's Development of Instructions to Bidders
Attachment 4	Engineer's Development of Bid Form
Attachment 5	Engineer's Development of Agreement Between Owner and Contractor
Attachment 6	Engineer's Development of Supplementary Conditions

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

Attachment 1	Revisions to EJCDC E-500
Attachment 2	Engineer Agreement Certification

Exhibit D – PROCUREMENT CONTRACT DOCUMENTS (EJCDC P-SERIES)

[Reserved]

Exhibit E – SHORT FORM CONTRACT DOCUMENTS

[Reserved]

Exhibit F – DESIGN-BUILD CONTRACT DOCUMENTS (EJCDC D-SERIES)

[Reserved]

Exhibit G – CONSTRUCTION MANAGER AT RISK CONTRACT DOCUMENTS (EJCDC CMAR-SERIES)

[Reserved]

INDEX

EJCDC
Contract Documents
Water and Environmental Programs

ABBREVIATIONS

CFR – Code of Federal Regulations
EJCDC – Engineers Joint Contract Documents Committee
EO – Executive Order
GC – General Conditions of the Construction Contract
ITB - Instructions to Bidders for Construction Contract
OGC – Office of General Counsel
PL – Public Law
RD – Rural Development
RPR – Resident Project Representative
RUS – Rural Utilities Service
SC – Supplementary Conditions of the Construction Contract
USC – United States Code
USDA – United States Department of Agriculture
WEP – Water and Environmental Programs
WWD – Water and Waste Disposal

DEFINITIONS

Defined terms from EJCDC documents are capitalized in this Bulletin

1 GENERAL

- a Approved documents. The Engineers Joint Contract Documents Committee (EJCDC) developed Contract Documents, some of which are approved by Rural Utilities Service (RUS) for procurement of equipment and/or services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. Approved documents are listed in the appropriate sections that follow.
- b Alternative documents. Owners not wishing to use these EJCDC documents may submit the alternative contract document(s) and a written justification of the need for its (their) use. Such documents must be modified to meet all federal and state requirements and must be approved for each project by the RD State Engineer (State Engineer) and reviewed by the United States Department of Agriculture (USDA) Office of General Counsel (OGC). When modified as described in this Bulletin, the EJCDC documents listed above have been determined to meet such requirements and do not require OGC approval.
- c Phase-out of previous editions. Only current EJCDC documents should be used for Water and Waste Disposal (WWD) projects. The most recent previous version of EJCDC documents will continue to be accepted for one year after issuance of the corresponding chapter of this Bulletin. This Bulletin does not retroactively change the status of a document already approved.

2 AVAILABILITY

The EJCDC documents are available online from any of the sponsoring organizations: the National Society of Professional Engineers (www.nspe.org); American Council of Engineering Companies (www.acec.org); and American Society of Civil Engineers (www.asce.org); or directly from EJCDC (www.ejcdc.org). EJCDC documents are proprietary and include a license agreement. State Offices will not distribute EJCDC documents for use as Contract Documents. For training purposes, or to illustrate the appropriate use of the integrated set of documents on RUS financially assisted Water and Waste Disposal (WWD) projects, the State Office may provide water-marked pdf copies of the documents.

3 PURPOSE

The EJCDC has developed Contract Documents that when assembled as described in this Bulletin are acceptable for use on WWD projects funded by RUS. This Bulletin includes a table of all the acceptable documents and instruction for modification and review of these documents. This Bulletin is not intended to make the use of EJCDC documents mandatory. Rather, this Bulletin serves to assist Owners and professional consultants who choose to use EJCDC documents in tailoring certain EJCDC bidding and contract documents for use with WWD projects financed by RUS.

4 HOW TO USE THE BULLETIN

- a Assembly of documents. This Bulletin explains the use of EJCDC standard contract documents, and modifications to make them acceptable for use on WWD projects. In addition to these modifications, EJCDC guidance notes must be followed and should be deleted once the documents are completed.

- b Revising text. This Bulletin may be used in one of three ways:
 - (1) The Engineer makes all the edits to the purchased EJCDC documents when these documents will be used for RUS funded WWD projects. Changes to EJCDC standard language, whether the changes are as per this Bulletin or by the Owner and its Engineer, are made using bold type additions and single-line strike-out deletions, showing all revisions.
 - (2) Exhibits are inserted in the Bidding and Contract Documents at the appropriate location.
 - (3) The Engineer requests from EJCDC free, editable copies of the certain documents with WEP-required edits already included, upon proof of purchase of EJCDC documents.
- c Guidance notes. Guidance notes in blue boxes in the EJCDC documents shall be implemented as deemed appropriate by Owner and Engineer and deleted prior to finalization of the documents.

5 OWNER RESPONSIBILITY

- a Verify bulletin is current. Before an Owner or their Engineer proceeds with the development of a set of Bidding Documents, they should contact the State Engineer to verify they have the most current information specific to the type of project and state or other jurisdiction where the project is located.
- b Contractual and administrative issues. The Owner is responsible for settling all contractual and administrative issues arising out of procurement as a condition of receiving funding assistance from RUS. These include but are not limited to: source evaluation; protests; disputes; and claims. Matters concerning violations of laws are to be referred to the applicable local, state, or federal authority.
- c Modifications. It is WEP policy that when Owners choose to use the EJCDC documents they do so with minimal modification. However, WEP recognizes each project is unique and that modifications may be necessary to satisfy project requirements or state statutes. If changes must be made to the standard documents and/or the modifications in the attached exhibits to address project-specific issues, they must be made via bold type additions and single-line strike-out deletions showing all revisions. Because the EJCDC documents are fully integrated, when making a modification in one document Owners must ensure that appropriate modifications are made in all affected documents.

6 DESIGN-BID-BUILD CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

- a Use of EJCDC C-series for WWD projects. The Engineers Joint Contract Documents Committee (EJCDC) developed its Construction Contract Documents (C-series), 2018 edition, for use in traditional design-bid-build projects. This Bulletin consists of exhibits and attachments with modifications that, when combined with the standard EJCDC documents and appropriate Drawings, Specifications and other documents,

create a complete set of acceptable Construction Contract Documents for use on WWD projects. Contract packages must be assembled in accordance with the following notes, requirements of Exhibit A, Attachments 2-6, and Exhibit B, Attachments 2-6, and the table later in this Bulletin. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.

b Approved documents. The following EJCDC 2018 edition C-series documents are approved by WEP for procurement of construction services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. The documents are listed in the order of their use:

- (1) ADVERTISEMENT FOR BIDS FOR CONSTRUCTION CONTRACT, EJCDC C-111
- (2) INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT, EJCDC C-200
- (3) BID FORM FOR CONSTRUCTION CONTRACT, EJCDC C-410
- (4) BID BOND (PENAL SUM FORM), EJCDC C-430
- (5) QUALIFICATIONS STATEMENT, EJCDC C-451
- (6) NOTICE OF AWARD, EJCDC C-510
- (7) AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE), EJCDC C-520
- (8) PERFORMANCE BOND, EJCDC C-610
- (9) PAYMENT BOND, EJCDC C-615
- (10) STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC NO. C-700
- (11) SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC C-800
- (12) NOTICE TO PROCEED, EJCDC C-550
- (13) APPLICATION FOR PAYMENT, EJCDC C-620
- (14) WORK CHANGE DIRECTIVE, EJCDC C-940
- (15) CHANGE ORDER, EJCDC C-941
- (16) FIELD ORDER, EJCDC C-942
- (17) CERTIFICATE OF SUBSTANTIAL COMPLETION, EJCDC C-625

(18) NOTICE OF ACCEPTABILITY OF WORK, EJCDC C-626

- c Previous editions. The current (2018) EJCDC C-series documents should be used for WWD projects. The 2013 C-series will continue to be accepted until December 31, 2020. This Bulletin does not retroactively change the status of a document already approved.
- d General Conditions. The EJCDC General Conditions (C-700) should not be modified. Changes to C-700 should only be made via the Supplementary Conditions.
- e EJCDC suggested language. The Instructions to Bidders and Supplementary Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and exhibits below. The State Engineer must verify that the instructions and exhibits below were followed prior to any advertisement for bids.
- f EJCDC standard language. The Bid Form and the Agreement Between Owner and Contractor are standard documents from EJCDC but must be modified before use on a RUS funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to advertisement for bidding.
- g Project signs. It is customary that project signs identifying the Owner, Contractor, Engineer, and funding agencies be displayed during project construction. The Engineer should contact the State Engineer for specific requirements and include the sign standard in the contract package.
- h Number of copies of Bidding Documents. One copy of the draft Bidding Documents (defined in EJCDC C-700 Article 1.01), which include but are not limited to those listed in the checklist in Exhibit B, Attachment 1 of this Bulletin, must be submitted to the State Engineer for review and acceptance prior to advertisement for bid. One copy of the as-bid Bidding Documents is to be provided to the State Engineer within five days of the advertisement to bid, and one copy must be provided to the RD Area Specialist prior to issuance of the Notice to Proceed. Addenda shall be submitted to the State Engineer for review and acceptance prior to issuance, with a copy provided to the State Engineer and Area Specialist after issuance. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).
- i State Engineer Acceptance/Approval/Concurrence Prior to Bid, Award and Construction. All Contract Documents must be accepted by the State Engineer prior to advertisement for bids. The State Engineer must concur with the recommendation to award, and the executed Contract Documents must be concurred with by the State Engineer prior to construction. The Certificate of Owner's Attorney and Agency Concurrence document (Exhibit A, Attachment 1) must be used for this purpose.
- j Assembly of Bidding and Contract Documents. Refer to the checklist in Exhibit B, Attachment 1. Acceptable edits to the EJCDC documents C-111, C-200, C-410, C-520, and C-800, are found in Exhibit B, Attachments 2-5.

7 ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

- a Use of EJCDC E-series for WWD projects. The Engineers Joint Contract Documents Committee (EJCDC) developed its Engineering Family Documents (E-series), 2014 edition, for use in traditional design-bid-build projects. This Bulletin consists of an exhibit and attachments with acceptable modifications that, when combined with the standard EJCDC document, create a complete and acceptable Agreement Between Owner & Engineer for Professional Services (Engineer Agreement) for use on WWD projects. The Engineer Agreement must be assembled in accordance with the following notes and requirements of Exhibit C, Attachments 1 and 2. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.
- b Approved documents. The following EJCDC 2014 edition E-series document is approved by WEP for procurement of engineering services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents:
 - (1) AGREEMENT BETWEEN OWNER & ENGINEER FOR PROFESSIONAL SERVICES, EJCDC E-500
- c Previous editions. The current (2014) EJCDC E-series documents should be used for WWD projects.
- d EJCDC standard language. The Engineer Agreement is a standard document from EJCDC but must be modified before use on each WEP funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to acceptance by the Owner and Engineer.
- e Process. Instructions to modify EJCDC E-500 (2014) prior to use on RUS funded WWD projects are as follows:
 - (1) Engineer must attach the list of “Revisions to the EJCDC E-500 (2014)” (Exhibit C Attachment 1 of this Bulletin) to the Agreement as an addendum or make the specific changes listed using bold-type additions and single-line strike-out deletions.
 - (2) Project-specific requirements may be added to Exhibit J of E-500 (2014).
 - (3) Owner and Engineer must select a payment method from Exhibit C of E-500 (2014) (see below).
 - (4) Owner and Engineer must sign the Agreement on page 19 of EJCDC E-500 and include, complete and sign the RUS Certification Page (Exhibit C Attachment 2 of this Bulletin).
 - (5) Agency must review to ensure changes were made as necessary or revisions were attached and that the certification is attached, completed, and acceptable.
 - (6) Agency completes and signs the RUS Certification page.
- f Seismic acknowledgments. For each applicable structure, borrowers and grant recipients must provide RUS a written acknowledgment from a registered architect or engineer responsible for the design stating that seismic provisions pursuant to 7 CFR 1792 will be used in the design of the structure.

- (1) If Drawings and Specifications are required to be submitted to RUS, this acknowledgement shall be on the title page of the Drawings included with the final Drawings and Specifications. This acknowledgement will include the identification and date of the model code or standard that is used in the seismic design of the structure. The Drawings and Specifications must be dated, signed, and sealed by a registered architect or engineer.
- (2) For projects in which Drawings and Specifications are not submitted, this acknowledgement shall be in the form of a statement from the architect or engineer responsible for the building design. The statement shall identify the model code or standard identified that is used in the seismic design of the building or buildings and, shall be dated and signed.

g Payment for Services. The standard Exhibit C of E-500 (2014), “Payments to Engineer for Services and Reimbursable Expenses”, should be used along with the E-500 (2014) Engineer Agreement, but only the following Compensation Packets are allowed for use with RUS funded projects (other Compensation Packets should not be used):

- (1) Allowed for Basic Services:
Lump Sum (Compensation Packet C-1)
Standard Hourly Rates (Compensation Packet BC-2)
- (2) Allowed for RPR Services:
Lump Sum (Compensation Packet RPR-1)
Standard Hourly Rates (Compensation Packet RPR-2)
- (3) Allowed for Additional Services:
Standard Hourly Rates (Compensation Packet AS-1)

h Insurance. E-500 (2014) Exhibit G “Insurance” amounts should be established by the Owner based on advice from the Owner’s attorney or a risk manager hired by the Owner.

i Limits of Liability. E-500 (2014) Exhibit I, “Limitations of Liability”, is permissible to be used on RUS funded projects.

j Number of copies of Engineer Agreement. One copy of the draft Engineer Agreement will be submitted to the State Engineer for review and preliminary concurrence prior to signing by the Owner and Engineer. Four copies of the signed Engineer Agreement are to be provided to the State Engineer for formal concurrence; one copy each will be sent to the Owner, Engineer, and RD Area Specialist. Amendments shall be submitted to the State Engineer for review and preliminary concurrence prior to signing, with four executed copies provided to the State Engineer for formal concurrence; one copy will be sent to the Owner, Engineer, and RD Area Specialist after the State Engineer concurs. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).

k State Engineer Concurrence. The executed Engineer Agreement will be concurred with by the State Engineer prior to Agency concurrence in any payment of RUS funding for engineering services.

- 1 Assembly of Engineer Agreement. Refer to RUS' acceptable edits to EJCDC E-500 (2014), which are found in Exhibit C, Attachments 1 and 2.

Exhibit A – GENERAL DOCUMENTS

Notes to User: This Attachment contains exhibits applicable to most WWD projects.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

Notes to User: This exhibit consists of two certificates, on a single page, to be attached to the Contract and signed upon execution. The first is a certificate to be signed by the Owner's attorney and the second is the concurrence to be signed by the State Engineer. This page is to be inserted after the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018) in the Construction Contract Documents.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

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

INFORMATIONAL CHECKLIST FOR PROJECT-SPECIFIC WAIVER REQUESTS

Notes to User: This exhibit is a checklist that is to be completed by the Owner and/or Engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Information	☐
General • Waiver request includes the following information: - Description of the foreign and domestic Construction Materials ☐ - Unit of measure ☐ - Quantity ☐ - Price ☐ - Date that product is needed (e.g. time of delivery or availability) ☐ - Location of the construction project ☐ - Name and address of the proposed Supplier ☐ - A detailed justification for the use of foreign Construction Materials ☐ • Waiver request was submitted according to the instructions in the memorandum ☐ • Assistance recipient made a good faith effort to solicit bids for domestic Iron and Steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime ☐	
Public Interest Waiver Request • Applicants and their Engineers will submit a written justification demonstrating definitive impacts on the community if a specified product is not utilized. ☐	
Cost Waiver Requests • Waiver request includes the following information: - Comparison of overall cost of project with domestic Iron and Steel products to overall cost of project with foreign Iron and Steel products ☐ - Relevant excerpts from the bid documents used by the Contractors to complete the comparison ☐ - Supporting documentation indicating that the Contractor made a reasonable survey of the market, such as a description of the process for identifying Suppliers and a list of contacted Suppliers ☐	
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: - Supplier information or pricing information from a reasonable number of domestic Suppliers indicating availability/delivery date for Construction Materials ☐ - Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying Suppliers and a list of contacted Suppliers. ☐ - Date that product is needed (e.g. time of delivery or availability) to provide justification ☐ - Relevant excerpts from project Drawings, Specifications, and permits indicating the required quantity and quality of Construction Materials ☐ • Waiver request includes a statement from the prime Contractor and/or Supplier confirming the non-availability of the domestic Construction Materials for which the waiver is sought ☐ • Has the State received other waiver requests for the materials described in this waiver request for comparable projects? ☐	

AMERICAN IRON AND STEEL *DE MINIMIS* LIST FORMAT

Notes to User: This exhibit is an example format for Contractors to use in maintaining a list of items to document the use of the De Minimis waiver of the American Iron and Steel requirements. This list or similar is required to be filled out throughout the construction Contract as needed. The State Engineer may periodically ask to review this information. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner.

DE MINIMIS COSTING WORKSHEET

Project Name:	
Contract Name/# (if more than one)	
Contractor (Company Name):	
Representative:	
Date:	
Total Cost of All Materials (or Estimated Value at 50% of the Installed Bid Price):	\$
Allowable Total <i>De Minimis</i> Costs (5% of all materials)	\$
Total Cost of all <i>De Minimis</i> Items	\$
Remaining Amount Allowed for Future <i>De Minimis</i> Items	\$

Note: No single De Minimis item can be more than 1% of the total material cost.

No.	Detailed Description and Manufacturer or Local Source of <i>De Minimis</i> Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF 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

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all Iron and Steel products installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Construction Company (PRINT)

By Authorized Representative (SIGNATURE)

Title

MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample Manufacturer's Certification of Compliance with the American Iron and Steel requirements to be provided by all Manufacturers of American Iron and Steel covered items, to be submitted by Contractor to the Engineer with the corresponding Shop Drawing submittal for delivery to the Owner at Substantial Completion.

EXAMPLE OF A MANUFACTURER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF 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

Date:

Company Name:

Company Address:

Subject: American Iron and Steel (AIS) Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by 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.

Item, Products and/or Materials, and location of delivery (City, State):

1.

2.

Such processes for AIS took place at the following location:

(City, State)

Authorized Company Representative Signature

Notes: Authorized signature will be Manufacturer's representative, not the material distributor or Supplier. If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

ENGINEER'S CONSTRUCTION CERTIFICATIONS

Notes to User: This exhibit consists of four statements that will be certified by the Engineer, to be executed and then submitted to the Agency concurrently with the construction Contract Document package. This certification is to be submitted to the Agency prior to Authorization to bid but is not to be included in the bid package.

PROJECT NAME AND CONTRACT NUMBER: _____

ENGINEER'S NAME: _____

ENGINEER'S CERTIFICATION

The final Drawings and Specifications, construction Contract Documents, Bidding Documents (or requests for proposals or other construction procurement documents), and any other final design phase deliverables, comply with all applicable federal requirements, to the best of my knowledge and professional judgment. This includes the following:

☐
initial

The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will 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).

☐
initial

Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) of 1990, and the Rehabilitation Act.

☐
initial

All Iron and Steel products referenced in the Drawings, Specifications, and Bidding Documents for this Project comply 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

☐
initial

All Iron and Steel products that will be referenced in the Addenda, executed Contracts, and Change Orders will comply 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, or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Note: This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

Engineer signature

Date

Printed name and title

Exhibit B - CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

Notes to User: This Attachment contains exhibits applicable to WWD projects when using EJCDC Construction Contract Documents (C-series).

CONTRACT DOCUMENT CHECKLIST

RUS Bulletin 1780-26
Exhibit B, Attachment 1
Page 1

Notes to User: This exhibit provides a checklist for Owner and Engineer to use to assemble the Bidding Documents for a RUS-funded project. Questions should be directed to the State Engineer.

☐	Contents	Form
	Table of Contents	Prepared by Engineer
	Advertisement for Bids for Construction Contract	EJCDC C-111 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 2
	Instructions to Bidders for Construction Contract	EJCDC C-200 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 3
	Bid Form for Construction Contract	EJCDC C-410 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 4
	Bid Bond (Penal Sum Form)	EJCDC C-430
	Qualifications Statement	EJCDC C-451
	Compliance Statement	Form RD 400-6
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Form AD-1048
	Certification for Contracts, Grants & Loans	RD Instruction 1940-Q Exhibit A-1
	Notice of Award	EJCDC C-510 Note: Owner will obtain concurrence of State Engineer prior to issuing award.
	Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	EJCDC C-520 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 5
	Performance Bond	EJCDC C-610. Note: the bond will be at least 100% of the bid amount.
	Payment Bond	EJCDC C-615. Note: the bond will be at least 100% of the bid amount.
	Certificate of Owner's Attorney / Agency Concurrence	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 1
	Standard General Conditions of the Construction Contract	EJCDC C-700. Note: modifications to C-700 should be made in C-800, Supplementary Conditions.
	Supplementary General Conditions of the Construction Contract	EJCDC C-800 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 6
	Special Conditions	May be added if desired by Engineer
	State Wage Rates	State Wage Rates if required by State Law.
	Federal Wage Rates	Davis Bacon Wage Rates. Note: only required if other funding source requires
	Davis Bacon 29 CFR 5.5	Rural Development version. Note: only required if Federal Wage Rates have been included
	Notice to Proceed	EJCDC C-550
	Project Sign (Temporary Construction Sign)	Consult State Engineer for current requirements.
	Application for Payment	EJCDC C-620
	Work Change Directive	EJCDC C-940
	Change Order	EJCDC C-941
	Field Order	EJCDC C-942
	General (Prime) Contractor's Certification for AIS	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 4
	Manufacturer's Certification for AIS	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 5
	Certificate of Substantial Completion	EJCDC C-625
	Notice of Acceptability of Work	EJCDC C-626
	Drawings and Specifications	Engineer Submittal

- NOTES:
1. EJCDC documents are available from EJCDC, the National Society of Professional Engineers, the American Council of Engineering Companies, or the American Society of Civil Engineers. RD offices cannot distribute EJCDC documents.
 2. For questions and copies of RD documents please contact State Engineer.

ENGINEER'S DEVELOPMENT OF ADVERTISEMENT FOR BIDS

Notes to User: This exhibit contains language for Engineer to add to the Advertisement for Bids for Construction Contract (EJCDC C-111, 2018) for compliance with AIS requirements. The Engineer may either make the changes directly in the Advertisement for Bids or insert this exhibit directly behind the Advertisement for Bids.

- ☐ Add at the end of EJCDC C-111 prior to "This Advertisement is issued by:"

American Iron and Steel

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 applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

The following waivers apply to this Contract:

*De Minimis,
Minor Components,
Pig iron and direct reduced iron, and
[add project specific waivers as applicable].*

ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Instructions to Bidders for Construction Contract (EJCDC C-200, 2018). The Engineer will develop the Instructions to Bidders using EJCDC C-200 (2018) and the instructions provided below. In addition, Engineer will ensure that any applicable state or federal wage rate requirements are added at Article 24. RD does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds may. If other funding sources involved in the project require the use of Davis Bacon Wage rates, RD's version of Davis Bacon 29 CFR 5.5 will be added to these construction Contract Documents, as listed in the checklist in Exhibit A. The Engineer may either make the changes below directly to the Instructions to Bidders or insert this exhibit directly behind the Instructions to Bidders.

- ☐ Article 3.02 – Delete in its entirety and insert “Deleted”.
- ☐ Article 8.01 – Add to the end of the paragraph “Bid security must be at least 5% of the Bidder’s maximum Bid price.”
- ☐ Article 9.02 – Delete in its entirety and insert “Deleted”.
- ☐ Article 10.01 – Delete in its entirety and insert “Deleted”.
- ☐ Article 10.02 – Insert after the sentence that starts “Each such request...: “Each such request shall include the Manufacturer’s Certification for Compliance with AIS. Refer to the Manufacturer’s Certification form provided in these construction Contract Documents.”
- ☐ Article 10.02 – Add to the end of this paragraph: “Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with AIS requirements of 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, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- ☐ Article 11.01 – Delete in its entirety and insert “Deleted”.
- ☐ Article 11.05 – Add the following:

11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.
- ☐ Article 13.04 – Delete in its entirety and insert “Deleted”.
- ☐ Article 13.07 – Delete in its entirety and insert “Deleted”.
- ☐ Article 18.05.E – Delete in its entirety and insert “Deleted”.
- ☐ Article 18.05.F – Delete in its entirety and insert “Deleted”.

- ☐ Add the following, renumbering if Articles 21 and/or 22 are not used:

ARTICLE 23 – FEDERAL REQUIREMENTS

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.
- 23.03 American Iron and Steel requirements apply to this project.

ENGINEER'S DEVELOPMENT OF BID FORM

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Bid Form for Construction Contract (EJCDC C-410, 2018). The Engineer may either make the changes directly to the Bid Form or insert this exhibit directly behind the Bid Form.

- ☐ Article 2.01 Delete the “ and” at the end of 2.01.F

Delete the existing text for 2.01.G and add the following text and the referenced attachments to the Bidding Documents:

- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.”
- J. [List other documents and edit above as pertinent].

- ☐ Article 4 – Delete in its entirety and insert “Deleted”.
- ☐ Article 5 – Delete in its entirety and insert “Deleted”.
- ☐ Article 6.02 – Delete in its entirety and insert “Deleted”.
- ☐ Article 6.03 – Delete in its entirety and insert “Deleted”.
- ☐ Article 8.01.A.3 – Delete the period at the end of Article 8.018.A.3 and insert the following language: “, including all American Iron and Steel requirements.”

ENGINEER’S DEVELOPMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Notes to User: This exhibit contains a list of changes to be made by the Engineer to the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018). The Engineer may either make the changes directly to the Agreement or insert this exhibit directly behind the Agreement.

- ☐ Article 4.05.C – Delete in its entirety and insert “Deleted”.
- ☐ Article 6.02.A.1.a – Replace “[**number**]” with “95”.
- ☐ Article 6.02.A.1.a(1) – Delete in its entirety and insert “Deleted”.
- ☐ Article 6.02.A.1.b – Replace “[**number**]” with “95”.
- ☐ Article 6.02.B – After “Substantial Completion” insert “of the entire construction to be provided under the construction Contract Documents”.

ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Supplementary Conditions of the Construction Contract (EJCDC C-800, 2018). The Engineer may also add other project-specific supplementary conditions as required for the Project.

The Supplementary Conditions (SC) document that is developed for a Project is the contractual means by which the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 as published) to adding, deleting, amending, or supplementing are referring to the paragraphs of C-700. Thus, the first item below, SC-1.01.A.8, is a contractual provision that adds the stated language ("The Change Order form to be used etc.") to Article 1.01.A.8 of C-700.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new (supplemental) SC items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800, as published. Guidance notes should not be included in the Bidding Documents.

The Engineer (in cooperation with the Owner) should follow the guidance of EJCDC C-800, as published, to develop Project-specific supplementary conditions; as the published guidance indicates, some of the published SC items are mandatory or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 as published are optional but in many cases will be useful for the specific Project.

☐ ARTICLE 1 – Delete the sentence "No suggested Supplementary Conditions in this Article."

☐ SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

☐ SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

☐ SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

☐ SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the

Agency for these documents is USDA Rural Development.

- SC-1.01.A.52 – Add the following new paragraph with the title “American Iron and Steel Definitions” immediately after Paragraph 1.01.A.51:

52.a *American Iron and Steel (AIS)* - Requirements mandated by 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 for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b *Coating* - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

52.c *Construction Materials* - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

52.d *Contractor’s Certification* - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

52.e *De Minimis* - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

52.f *Electrical Equipment* - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

52.g *Engineer's Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

52.h *Iron and Steel products* - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

52.i *Manufacturer* - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

52.j *Manufacturer's Certification* - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.k *Manufacturing Processes* - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

52.l *Mechanical Equipment* - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

52.m *Minor Components* - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

52.n *Municipal Castings* - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

52.o *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- ☐ The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- ☐ The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- ☐ The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- ☐ The cost to assemble the internal workings into the hydrant body.

52.p *Produced in the United States* - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

52.q *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

52.r *Steel* - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

52.s *Structural Steel* - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zeos. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

- ☐ SC-2.02.A – Delete **[number]** and insert in its place “five.”
- ☐ SC-4.01.A – Delete the last sentence of paragraph.
- ☐ SC-4.05.C.5 – Paragraph is mandatory for WWD projects.

- ☐ SC-4.05.C.5.a – Add the following at the end of this paragraph:

Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.

- ☐ SC-6.01 – Disregard EJCDC Guidance Notes – Performance and Payment Bonds, Note 1. Performance and Payment Bonds are required for WWD projects.
- ☐ SC-6.01 – EJCDC Guidance Notes – “Other Bonds,” Warranty Bond, Note 1. RD does not require a Warranty Bond, and RD will not accept a Warranty Bond in place of a Performance and Payment Bond. The decision to include a Warranty Bond is made by the Owner and their counsel. Please refer to EJCDC.
- ☐ SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All Iron and Steel products must meet American Iron and Steel requirements.
- ☐ SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.
- ☐ SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,
- ☐ SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.
- ☐ SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”
- ☐ SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.
- ☐ SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.
- ☐ SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.
- ☐ SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

- ☐ SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

- ☐ SC-7.07.B – Delete paragraph in its entirety and insert "Deleted".

- ☐ SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

- ☐ SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

- ☐ SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

- ☐ SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

- ☐ SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by 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. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

- ☐ ARTICLE 11 – Delete the sentence "No suggested Supplementary Conditions in this Article."

- ☐ SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

- ☐ SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

- ☐ SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

- ☐ SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

- ☐ SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".
- ☐ SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E as shown in the EJCDC C-800 Supplementary Conditions.
- ☐ ARTICLE 14 – Delete the sentence "No suggested Supplementary Conditions in this Article."
- ☐ SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

- ☐ SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

- ☐ SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

- ☐ SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to

Manufacturer's Certification Letter provided in these Contract Documents.

- ☐ SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

- ☐ SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

- ☐ SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

- ☐ SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under 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.

- ☐ SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

- A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the *[insert name of Tribe]* Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

- SC-19 – Add the following new Article 19 immediately after Article 18:

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.
- B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the

costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

- A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

- A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

- A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 - 1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
 - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office

(SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

- iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).
 - iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.
 - v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
 - vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
 - vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here]*.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

- A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

- A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

- A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

19.14 *American Iron and Steel*

- A. 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 applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.
- B. The following waivers apply to this Contract:
1. *De Minimis*,
 2. Minor Components,
 3. Pig iron and direct reduced iron, and

4. *[add project specific waivers as applicable].*

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

Note to User: This Attachment contains exhibits applicable to most WWD projects.

REVISIONS TO EJCDC E-500 (2014)

Modifications to the Main Body of the Agreement

- ☐ Article 4.01.A – Insert the following text after the first sentence:

Invoices will include a breakdown of services provided.

- ☐ Article 5.01.A – Add the following:

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 - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

- ☐ Article 5.03.A – Add the following:

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 - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

- ☐ Article 6.04.B – Delete “shall” and insert in its place “may”.

- ☐ Article 7.01.A.25 – Delete “, as an Additional Service.”

- ☐ Article 7.01.A.38 – Add the following:

Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

- ☐ Article 8.05 – Add the following:

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.

Modifications to Exhibit A of the Agreement

- ☐ Article A1.01.A.1.b - Replace with:

In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.

- ☐ Article A1.01.A.1.c. – Delete.
- ☐ Article A1.01.A.8 – Insert the following at the end of the paragraph:

The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.

- ☐ Article A1.01.A.10 – Modify by inserting “and approved by the Agency” after “When mutually agreed.”
- ☐ Article A1.01.A.14 – Add the following immediately after paragraph:

Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.

- ☐ Article A1.01.A.16 – Delete the entire paragraph and insert the following:

Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within *[fill in with # of days]* days of receipt of Owner's and Agency's comments.

- ☐ Article A1.02.A – Modify by inserting “and concurrence by Agency” after the words “acceptance by Owner.”

- ☐ Article A1.02.A.2 – Modify by inserting “and Agency” after “authorized by Owner.”

- ☐ Article A1.02.A.8 – Add the following to the end of paragraph:

Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.

- ☐ Article A1.03.A.9 – Add the following immediately after paragraph:

The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

- ☐ Article A1.03.A.10 – Modify by adding the “and Agency” after the word “counsel.”

- ☐ Article A1.03.A.12 – Insert the following:

Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.”

- ☐ Article A.1.03.A.13 – Add paragraph:

Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.

- ☐ Article A1.03.B – Modify by deleting the period at the end of the paragraph and adding: “and all final design phase deliverables have been accepted by Owner.”

- ☐ Article A1.04.A.2 – Add the following to the end of paragraph:

Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.

- ☐ Article A1.04.A.6.a – Replace with the following:

a. The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

- ☐ Article A1.04.A.6.b – Insert the following:

b. Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.

- ☐ Article A1.04.A.9 – Add the following sentence immediately after paragraph:

Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.”

- ☐ Article A.1.04.A.10 – Add the following:

Provide copies of Manufacturers’ Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers’ Certifications are to be included in the Bidding Documents and must be kept in the Engineer’s project file and on-site during construction.

- ☐ Article A.1.04.A.11 – Add the following:

Provide copies of Manufacturers’ Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers’ Certifications must be kept in the Engineer’s project file and on-site during construction.”

- ☐ Article A1.05.A.4 - Insert “and chair” after “Participate in” regarding the preconstruction conference.

- ☐ Article A1.05.A.6 – Delete “If requested by Owner to do so” and capitalize “maintain”.

- ☐ Article A1.05.A.9.c – Insert the following:

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.

- ☐ Article A.1.05.A.17 – Add the following prior to the first sentence:

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.

- ☐ Article A1.05.A.18 – Add the following at the end of paragraph:

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.

- ☐ Article A.1.05.A.19.d – Add the following:

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.”

- ☐ Article A.1.05.A.20 – Add the following to the end of the paragraph: Review Change Proposals to ensure compliance with AIS.

- ☐ Article A1.05.A.22 – Modify the following by deleting the following:

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.

And insert in its place:

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.

- ☐ Article A1.05.A.24.a – Insert the following:

a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

- ☐ Article A.1.05.A.25.a – Insert the following:

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.

- ☐ Article A2.01.A.1 – Insert “not including preparation of the Environmental Report defined under Basic Services.” after “preparation or review of environmental assessments and impact statements”.
- ☐ Article A2.01.A.4 – Delete the period at the end of the paragraph, and insert “, but only if the Owner’s request is made after completion of the Study and Report Phase.”
- ☐ Article A2.01.A.17 – Delete paragraph and insert “Deleted”.
- ☐ Article A2.02.A.2 – Delete paragraph and insert with the following:

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.

Modifications to Exhibit B of the Agreement

- ☐ Article B.2.02 – Add the following:

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.

Modifications to Exhibit C of the Agreement

- ☐ Compensation Packet BC-1 – Modify paragraph C2.01.A.2 by adding “and Agency” after “approved in writing by the Owner.”
- ☐ Compensation Packet BC-1 – Modify paragraph C2.01.B.8 by inserting “with concurrence of the Owner and Agency” after “the compensation amount for Engineer’s services shall be appropriately adjusted.”

- ☐ Compensation Packet BC-2 – Modify paragraph C2.01.A.5 by inserting “and Agency” after “approved in writing by Owner.”
- ☐ Compensation Packet BC-2 – Modify paragraph C2.01.A.8 by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- ☐ Compensation Packet BC-2 – Modify paragraph C2.03.C.2 by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”
- ☐ Compensation Packet RPR-1 – Modify C2.04.A.3 by adding the following at the end of the paragraph “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- ☐ Compensation Packet RPR-2 – Modify C2.04.A.2 by adding the following text to the end of the paragraph.

If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, “Standard Hourly Rates Schedule,” the Standard Hourly Rate for RPR services is \$ _____ per hour.

- ☐ Compensation Packet RPR-2 – Modify 2.04.B.4 by inserting the following at the end of the paragraph “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- ☐ Compensation Guide RPR-2 – Modify 2.04.C.3.B by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”
- ☐ Compensation Packet RPR-2 – Modify C2.04.C.4 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.
- ☐ Compensation Packet AS-1 – Modify C2.05.B.4 by inserting the following text at the end of the paragraph “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- ☐ Compensation Packet AS-1 - Modify C2.05.C.3 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.

Modifications to Exhibit D of the Agreement

- ☐ Article D1.01.A – Add the following to the end of the paragraph: “Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.”
- ☐ Article D.1.01.C.11.g – Add the following after D.1.01.C.11.f:

g. Maintain all Manufacturers’ Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.
- ☐ Article D1.01.C.12.b – Delete paragraph and insert “Deleted”.

Modifications to Exhibit F of the Agreement

- Article F5.02.D – Add the following to the end of the paragraph:

Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.”

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

DISCLAIMER: The contents of this guidance document does not have the force and effect of law and is not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-35
RD-GD-2017-88

SUBJECT: **Guidance for the Implementation of American Iron and Steel (AIS)**
Requirements with Rural Utilities Service (RUS) Financial Assistance

TO: Rural Development (RD) state directors, RUS program directors, and state engineers.

EFFECTIVE DATE: Date of approval.

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff (EES), Water and Environmental Programs (WEP).

INSTRUCTIONS: This is a new Bulletin and does not replace any existing RUS Bulletin.

AVAILABILITY: This Bulletin, as well as any RD or RUS instructions, regulations, or forms referenced in this Bulletin are available at any RD State Office. The State Office staff is familiar with the use of the documents in their States and can answer specific questions on RD requirements.

This Bulletin is available on the RUS website at <https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>.

PURPOSE: This Bulletin assists RD staff in providing information and guidance to applicants, professional consultants, general contractors, and manufacturers regarding the AIS Requirements mandated by 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. The intended outcome of this Bulletin is to instruct and inform RD State Office staff and others on how to implement these requirements to ensure compliance with the AIS requirements.

MODIFICATIONS: RD State Offices may modify this guidance when appropriate to comply with state statutes and regulations in accordance with the procedures outlined at RD Instruction 2006-B (2006.55).


for SCOTT BARRINGER
Acting Assistant Administrator
Water and Environmental Programs

August 30, 2017
Date

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Exhibits:

- A AMERICAN IRON & STEEL COMPLIANCE STATEMENT
- B ENGINEER'S CERTIFICATION OF COMPLIANCE
- C GENERAL CONTRACTOR'S (PRIME) CERTIFICATION OF COMPLIANCE
- D EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE
- E EXAMPLES OF MUNICIPAL CASTINGS
- F EXAMPLES OF CONSTRUCTION MATERIALS
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- H INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST
- I EXAMPLE COST TABLE FOR A PROJECT COST WAIVER
- J CHECKLIST FOR STATE ENGINEERS

ABBREVIATIONS

AIS – American Iron and Steel
ANTHC – Alaska Native Tribal Health Consortium
AWWA – American Water Works Association
CFR – Code of Federal Regulations
EO – Executive Order
NIST – National Institute of Standards and Technology
NSF – National Sanitation Foundation
OGC – Office of General Counsel
PL – Public Law
PER – Preliminary Engineering Report
RAVG – Rural Alaska Village Grant
RD – Rural Development
RUS – Rural Utilities Service
USC – United States Code
USDA – United States Department of Agriculture
WEP – Water and Environmental Programs
WWD – Water and Waste Disposal

DEFINITIONS

“Assistance recipient” is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

“Certifications” means the following:

- *Manufacturers’* certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.
- *Engineers’* certification is documentation that plans, specifications, and bidding documents comply with AIS.
- *Contractors’* certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

“Coating” means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

“Construction materials” are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. See Exhibit F for examples.

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

“Consulting engineer” is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

“De minimis incidental components” are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of

the project. Examples of incidental components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (*or is expected to*) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor

components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure. See Exhibit E for examples.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

1 BACKGROUND

- a Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, applies a new American Iron and Steel (AIS) requirement to the following programs:
- (1) Water and Waste Disposal Loan and Grant program;
 - (2) Guaranteed Loan Funds;
 - (3) Revolving Loan Funds;
 - (4) Emergency Community Water Assistance Grants;
 - (5) Section 306C Colonias and Tribal Set-Aside Grants;
 - (6) Rural Alaskan Native Village Grants;
 - (7) Household Water Well System Grants; and
 - (8) Rural Economic Area Partnership Zone projects.
- b The basic concept of this new requirement is that all iron and steel products used in projects funded by RUS WEP must be produced in the United States. Iron and steel products are specifically defined and does not include every item consisting of any quantity of iron and/or steel.
- c Statutory Language: SEC. 746 Division A Title VII the Consolidated Appropriations Act of 2017.
- (a)(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, 306E, and 310B of the Consolidated Farm and Rural Development Act ([7 U.S.C. 1926](#) et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Secretary or the designee receives a request for a waiver under this section, the Secretary or the designee shall make available to the public on an informal basis a copy of the request and information available to the Secretary or the designee concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Secretary or the designee shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Department.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Secretary may retain up to 0.25 percent of the funds appropriated in this Act for “Rural Utilities Service—Rural Water and Waste Disposal Program Account” for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) Subsection (a) shall not apply with respect to a project for which the engineering plans and specifications include use of iron and steel products otherwise prohibited by such subsection if the plans and specifications have received required approvals from State agencies prior to the date of enactment of this Act.

(g) For purposes of this section, the terms “United States” and “State” shall include each of the several States, the District of Columbia, and each federally recognized Indian tribe.

- d American Iron and Steel (AIS) refers to requirements mandated by Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
- e The statute refers to Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

2 APPLICABILITY

- a The requirements of AIS apply only to projects that construct, alter, enlarge, extend, maintain, repair or otherwise improve rural water, sanitary sewage, solid waste disposal, and storm wastewater disposal facilities.
- b The requirements apply to projects using funds from programs listed in Section 1 a of this Bulletin. Any amount of funding from these programs requires compliance with the AIS requirements. Use of funds from these programs is not allowed unless the requirements for AIS are met for the entire project. Projects that leverage funds from other funding sources are also subject the requirements.
- c The requirements apply in the United States as defined in Section 746 (g) of the statute and therefore do not apply to projects located in Puerto Rico, the Virgin Islands, or the Western Pacific Territories.
- d The requirements apply to any used AIS products to be constructed in the project.
- e The requirements do not apply to projects for which any funds were obligated on or before May 5, 2017. The requirements therefore do not apply to subsequent obligations of funds for projects which had an initial obligation of funds on or before May 5, 2017.
- f The requirements do not apply to contracts which were executed prior to or on May 5, 2017, regardless of the date of obligation.
- g The requirements do not apply to projects for which contracts were executed and/or construction is already underway and/or completed prior to applying to USDA funding.
- h The requirements do not apply to products primarily composed of iron and/or steel (composed of more than 50 percent) if they are not listed in the statute.
- i The requirements do not apply to raw materials used in the production of iron or steel such as iron ore, limestone, scrap iron and scrap steel.
- j The requirements do not apply to any items that are at the construction site temporarily, such as scaffolding, trench boxes, or equipment temporarily used or stored on site.
- k The requirements do not apply when the sole purpose of the loan and/or grant is to fund non-construction activities such as capacity/connection fees or the acquisition of a system.

- l The requirements supersede any regulation on full and open competition stated in 7 CFR 1780.70 (b) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer provided documentation is submitted and verified, sole source procurement of said product may be used.
 - m The requirements only apply to the final product as delivered to the work site and incorporated into the project. The need for compliance of an item with AIS depends on whether or not the final assembled product is listed. Components of a final product even if they are listed, do not need to comply with the AIS requirements. In the case of an assembled product where the primary component is not listed in the 2017 Consolidated Appropriations Act and includes components/appurtenances that are specifically listed, said assembled product is not subject to AIS (e.g. pump assembly).
- 3 IMPLEMENTATION (Agency, Owner, Engineer, General Contractor, Manufacturers et. al., Pass through Entities, Ultimate Recipients)
- a There are several parties involved in compliance with the AIS requirements and some requirements are specific to a party.
 - b The parties that have one or more responsibilities under AIS include: the Agency, funding recipients under the Water and Waste Disposal Loan and Grant program and Guaranteed Loan Program, consulting engineers, construction contractors, suppliers, distributors, manufacturers, lenders under the Guaranteed Loan Program; grantees under the revolving loan program, Household Water Well program, and grantees under the 306C, ECWAG programs, and RAVG programs, as well as loan recipients under the Revolving Loan and Household Water Well program.
 - c For exceptions please see Section 2.
- 4 RESPONSIBILITIES UNDER THE WATER & WASTE DISPOSAL (WWD) LOAN & GRANT PROGRAM: *AGENCY RESPONSIBILITIES*
- a State Director:
 - (1) **Approve** and set aside a sufficient budget for travel so that Area Specialists and State Engineers can perform their responsibilities under this section.

b Community Programs Director:

- (1) **Ensure** that all Grant Agreements, Letters of Conditions, Loan Resolutions and Conditional Commitments for Guarantees, include appropriate language prior to obligation of funds (see Section 17).
- (2) **Budget** for travel so that State Engineers (as applicable) can perform their responsibilities under this section.

c State Engineer:

- (1) **Ensure** that the cost estimates in the PER reflect AIS requirements.
- (2) **Ensure** that agreements for engineering services include AIS language (see Section 16).
- (3) **Ensure** that plans, specifications and bidding documents include required language (see Section 16).
- (4) **Obtain** engineer's certification letter where the consulting engineer certifies that plans, specifications, and bidding documents comply with AIS and commits that bid addenda, executed contracts and change orders will comply with AIS (see Exhibit B).
- (5) Monitoring: For each project, **perform** a site visit during active construction and complete the AIS checklist (see Exhibit J). Provide an electronic copy to National Office upon final payment.
- (6) Change orders and partial payment estimates: **Verify** the consulting engineer, general contractor and owner have signed C-941 and C-620 of EJCDC and manufacturers' certifications letters (as applicable) (see Exhibit D) are included with the submittal.
- (7) Substantial completion of project: **Obtain** a copy of the contractor's certification letter (see Exhibit C). **Obtain** a list of manufacturers from the consulting engineer for AIS products used in the project (including manufacturer name and location, product(s)) and provide an electronic copy to the National Office Engineer(s).
- (8) Special cases:
 - (a) Where owner provides their own engineering and/or construction services, **obtain** copies of engineers', contractors' (prepared by the owner), and manufacturers' certification letters (as applicable) for the Agency to insert into the Agency file.
 - (b) Where owner directly procures AIS products, **obtain** copies of manufacturers' certification letters for the Agency to insert into the Agency file.

d Area Office Specialist:

- (1) Pre-construction Conference: **Read** a statement outlining the AIS requirements (see Exhibit A) during the conference.
- (2) Guaranteed Program: **Ensure** that conditional commitments include AIS language (i.e. Section 17 a)
- (3) Partial payment estimates: **Verify** that the consulting engineer, general contractor and owner have signed C-620 of EJCDC.

5 OWNER RESPONSIBILITIES

- a Owners are ultimately responsible for compliance with AIS requirements.
- (1) **Sign** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
 - (2) **Sign** agreements for engineering services, executed construction contracts and all other appropriate and necessary documents which include AIS language.
 - (3) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).
 - (4) Substantial completion of project: **Obtain** the certification letters from the consulting engineer and **maintain** this documentation for the life of the loan.
 - (5) Special Cases
 - (a) Where the owner provides their own engineering and/or construction services, **provide** copies of engineers' (see Exhibit B), contractors' (see Exhibit C), and manufacturers' certification letters (see Exhibit D) (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all AIS clauses from Section 16 must be included in the Agreement for Engineering Services.
 - (b) Where the owner directly procures AIS products, the owner must:
 - (i) **Include** clauses from Section 17 a not including 17 a (1) in the procurement contracts.
 - (ii) **Obtain** manufacturers' certification letters and provide copies to consulting engineers and contractors.

6 CONSULTING ENGINEER RESPONSIBILITIES

- (1) **Include** costs of compliance with AIS in engineering fees (if appropriate) and in engineer's opinions of probable cost and associated revisions.
- (2) Agreements for engineering services: **Include** AIS language (see Section 16).
- (3) Plans, specifications, bidding documents and bid addenda: **Include** required AIS language (see Section 16). For any AIS products specified by brand names, **obtain** a manufacturer's certification letter (see Exhibit D) from the manufacturer to verify the products comply with AIS.
- (4) **Certify** that plans, specifications, and bidding documents comply with AIS and **commit** that bid addenda, executed contracts and change orders will comply with AIS and **submit** a letter to the Agency prior to authorization to advertise for bids (see Exhibit B).
- (5) Award: **Provide** copies of manufacturers' certification letters to the general contractor on any specified brand name AIS products in the plans, specifications and bidding documents including any bid addenda.

- (6) Shop drawing submittal: **Review** shop drawings and change orders to ensure compliance with AIS. For shops drawings under consideration for any brand name, equal and/or substitute, and any iron and steel products subject to AIS, **obtain** a manufacturers' certification letter (see Exhibit D) from the general contractor to verify the products comply with AIS.
- (7) **Keep** all certification letters (including those from the engineer, contractor and any manufacturer providing AIS products) in the engineer's project file.
- (8) Change Order: For any change order under consideration for any AIS products, **obtain** a manufacturer's certification letter (see Exhibit D) from parties submitting the change proposal to ensure compliance with AIS.
- (9) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).
- (10) Substantial completion of project: **Obtain** the contractors' certification letter (see Exhibit C) and copies of manufacturers' certification letters for all AIS products used in the project. **Provide** copies of engineer's, contractors', and manufacturers' certification letters to the owner and copy of contractor's certification letter to the Agency. **Provide** a list of manufacturers to the RD State Engineer for AIS products used in the project (including manufacturer name and location, product(s)).

7 CONSTRUCTION CONTRACTOR RESPONSIBILITIES

- a Construction contractors must use and install iron and steel products that are compliant with AIS as part of the permanent work.
 - (1) Bid submittal: for proposed equals and substitutes, **provide** manufacturers' certification letter (see Exhibit D) to verify the products comply with AIS.
 - (2) Award: **Obtain** copies of manufacturers' certification letters (see Exhibit D) from the consulting engineer for brand name products specified by the consulting engineer.
 - (3) Shop drawing submittal: For proposed equals, substitutes and any iron and steel product subject to AIS, **provide** manufacturers' certification letters (see Exhibit D) to verify the products comply with AIS.
 - (4) Prior to construction: **Ensure** that copies of manufacturers' certification letters including those from others (e.g. consulting engineer, owner, etc.) for any AIS products to be used in the project is in the project file on site prior to installation.
 - (5) Change Order: For any AIS products proposed in a change proposal, **provide** manufacturers' certification letter (see Exhibit D) to the consulting engineer to verify the products comply with AIS.
 - (6) **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC).

- (7) **Keep** all manufacturer certification letters (including those from the engineer, general contractor and any manufacturer providing AIS products) on site during construction in the construction project file.
- (8) Substantial completion of the project: **Provide** the general contractor's certification (see Exhibit C) letter to the engineer that all iron and steel products installed comply with AIS. This certification is to be submitted upon substantial completion of the project to the project engineer.

8 MANUFACTURER, SUPPLIER, DISTRIBUTOR RESPONSIBILITIES

- (1) If iron and steel products are produced in the United States as defined in this Bulletin, **prepare** (*applicable to manufacturers and fabricators*) or **obtain** (*applicable to suppliers, distributors, vendors, etc.*) manufacturers' certification letters (see Exhibit D) and make available upon request to consulting engineers, general contractors, etc.

9 PASS THROUGH ENTITIES (e.g. Grantees utilizing the Revolving Loan Program and Household Water Well Program)

- (1) **Sign** Grant Agreements which include AIS language (See Section 17).
- (2) **Include** AIS language in loan agreement their borrowers (See Section 17 a).
- (3) **Monitor** for compliance.
- (4) **Perform** corrective actions to ensure compliance where needed.

10 ULTIMATE RECIPIENT (e.g. Loan Recipients under Revolving Loan Program, Homeowners under the Household Water Well Program)

- a Loan recipients are ultimately responsible for compliance with AIS requirements.
 - (1) **Sign** loan agreements which include AIS language (see Section 17 a).
 - (2) **Include** required AIS language (see Section 17 a) in any agreements for engineering services and contracts for construction services and procurement of AIS products.
 - (3) **Obtain** manufacturers' certification letters for AIS products and include a copy in project files.
- b Homeowners are ultimately responsible for compliance with AIS requirements.
 - (1) **Sign** a loan agreement accepting responsibility to ensure AIS products used to construct, refurbish, or service individually-owned household water well systems are produced in the United States.
 - (2) **Obtain** manufacturers' certification letters (see Exhibit D) from contracted service providers (e.g. well driller) and maintain a copy on-site for the duration of the loan.

11 RESPONSIBILITIES UNDER THE GUARANTEED LOAN PROGRAM

AIS applies to projects funded by Section 306A – Guaranteed Loan Program.

- a Lenders are responsible to ensure that ultimate recipients comply with AIS requirements.
- b Loan recipients are ultimately responsible for compliance with AIS requirements.
- c Project specialists will ensure that conditional commitments include AIS language (i.e. Section 17 a)

12 ECWAG

AIS applies to projects funded by ECWAG.

- a If construction contracts were awarded and/or executed or construction began prior to application, these projects are not subject to AIS (see Section 2).
- b If construction contracts were awarded and/or executed or construction began during the application process, these projects are subject to AIS.

13 SECTION 306C COLONIAS AND TRIBAL SET-ASIDE GRANTS

AIS applies to projects funded by Section 306 C including Colonias and Tribes.

14 RURAL ALASKAN NATIVE VILLAGE GRANTS

AIS applies to projects funded by Section 306 D – the Rural Alaskan Native Village Grant Program.

- a Special Cases:
 - (1) If a project is administered by Alaska RD State Office, please **follow** this Bulletin.
 - (2) If the project is administered by the State of Alaska or ANTHC:
 - (a) **Sign** grant agreements and letters of intent to meet conditions which include AIS language (See Section 17), accepting AIS requirements in those documents and in the letter of conditions.
 - (b) **Include** AIS language in grant agreement their grantees (See Section 17 a).
 - (c) **Monitor** for compliance.
 - (d) **Perform** corrective actions to ensure compliance where needed.

15 RURAL ECONOMIC AREA PARTNERSHIP ZONE (REAP)

AIS applies to projects funded by Section 310 B – REAP.

16 CONTRACT PROVISIONS

To ensure compliance with the AIS requirements specific AIS contract language must be included in each contract including agreements for engineering services, construction contract documents and purchase agreements prepared by the owner.

- a Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2014)
- (1) (E-500, Article 5.01.A)
Add the following to 5.01.A: “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 - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
 - (2) (E-500, Article 5.03.B)
Add paragraph 5.03.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 - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”
 - (3) (E-500, Exhibit A.1.03.A.13):
Add paragraph A.1.03.A.13: “Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer’s knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under 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. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.”
 - (4) (E-500, Exhibit A.1.04.A.10)
Add paragraph A.1.04.A.10: “Provide copies of Manufacturers’ Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers’ Certification Letters are to be included in the Bidding

Documents and must be kept in the engineer's project file and on site during construction."

- (5) (E-500, Exhibit A.1.04.11)
Add paragraph A.1.04.A.11: "Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction."
- (6) (E-500, Exhibit A.1.05.A.17)
Modify A.1.05.A.17 by adding the following prior to the first sentence: "Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by 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. 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' Certification letters must be kept in the engineer's project file and on site during construction."
- (7) (E-500, Exhibit A.1.05.A.18)
Add the following to A.1.05.A.18 to the end of the paragraph as amended by RUS Bulletin 1780-26: "Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by 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, if applicable."
- (8) (E-500, Exhibit A.1.05.A.19)
Add subparagraph A.1.05.A.19.d: "Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by 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 to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction."

- (9) (E-500, Exhibit A.1.05.A.20)
Add subparagraph (c) to the end of A.1.05.A.20: “(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by 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.”
- (10) (E-500, Exhibit A.1.05.A.25)
Add item “a” as a deliverable under paragraph A.1.05.A.25: “(a) Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer’s, Contractors’, and Manufacturers’ Certification letters to the Owner and a copy of Contractor’s Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer’s name and location, and product(s) to the Agency.”
- (11) (E-500, Exhibit B.2.02)
Add the following language to 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) **Signing** 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) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.
 - (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
 - (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers’, contractors’, and manufacturers’ certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
 - (e) Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement

contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

(12) (E-500, Exhibit D1.01.C.11.g)

Add sub paragraph D.1.01.C.11.g: “(g) Maintain all Manufacturers’ Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by 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, as applicable.”

b Bidding and Construction Contract Documents (EJCDC C-Series, 2013)

(1) Advertisement for Bids (C-111):

Add at the end of C-111 prior to the Owner’s name: “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 applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {*add project specific waivers as applicable*} apply to this contract.”

(2) Instructions to Bidders (C-200):

(a) (C-200, Article 5.01.C)

Delete the semicolon at the end of 5.01.C and **insert the following:**
...including but not limited to American Iron and Steel requirements as mandated by 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 which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) (C-200, Article 11.01)

Modify paragraph 11.01, as previously amended by RUS 1780-26, by inserting the following sentence after “Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions.

Each such request shall include Manufacturer's Certification letter 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, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

(c) (C-200, Article 24.02)

Add paragraph to 24.02: "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 applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract."

(3) Bid Form (C-410)

(a) (C-410, Article 3.01.C)

Add language at the end of the sentence of Article 3.01.C: "...and including all American Iron and Steel requirements."

(b) (C-410, Article 7.01)

Add 7.01.K after 7.01.J (7.01.J added by RUS 1780-26): K. Manufacturers' Certification letter of 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 for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.

(4) Supplementary General Conditions (C-800)

(a) (C-800, Article SC 1.01.A.51)

Add 1.01.A.51 after 1.01.A.50 (as amended by RUS 1780-26):

"Manufacturer's Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the American Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

- (b) (C-800, Article SC 1.01.A.52)
Add 1.01.A.52 after 1.01.A.51: “AIS - refers to requirements mandated by 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. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”
- (c) (C-800, Article SC 7.03)
Add sentence 7.03.d: “All iron and steel products must meet American Iron and Steel requirements.”
- (d) (C-800, Article SC 7.04.B.1)
Add 7.04.B.1: “Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents. In addition, for the Deminimis Waiver, Contractor shall maintain an itemized list of incidental components and ensure that the cost is less than 5% of total materials cost for project; for the Minor Components Waiver, the Contractor shall maintain a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product.”
- (e) (C-800, Article SC 7.05.A.3.a.4)
Add 7.05.A.3.a.4: “4) comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (f) (C-800, Article SC 7.11.A)
Modify 7.11.A by inserting the following after “written interpretations and clarifications,”: “Manufacturers’ Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel Requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (g) (C-800, Article SC 7.16.A.1.e)
Add 7.16.A.1.e: “e. obtained Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include

the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

- (h) (C-800, Article SC 7.16.D.9)
Add 7.16.D.9: "Engineer's review and approval of Shop Drawing or Sample shall include review of compliance with American Iron and Steel requirements, as applicable."
- (i) (C-800, Article SC 7.17.E)
Add 7.17.E: "Contractor shall certify upon Substantial Completion that all Work and Materials has complied with American Iron and Steel requirements as mandated by 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. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents."
- (j) (C-800, Article SC 10.10.A)
Add 10.10.A American Iron & Steel: "A. "Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under 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)."
- (k) (C-800, Article SC 11.06.A.1)
Modify 11.06.A.1 by inserting the following sentence after "within 15 days after the submittal of the Change Proposal.": "Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer's representative) in the Manufacturer's Certification Letter, as applicable."

- (l) (C-800, Article SC 14.03.G)
Add 14.03.G: “G. Installation of Materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.”
- (m) (C-800, Article SC 15.01.B.4)
Add 15.01.B.4: “4. By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with American Iron and Steel requirements. Manufacturer’s Certification letter for Materials satisfy this certification. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”
- (n) (C-800, Article SC 15.01.C.2.d)
Add 15.01.C.2.d: “d. the Materials presented for payment comply with American Iron and Steel.”
- (o) (C-800, Article SC 15.03.A)
Modify 15.03.A by adding the following after the last sentence: “Services required to determine and certify that to the best of the Contractor’s knowledge and belief all substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates, and those installed for the project are either produced in the United States or are the subject of an approved waiver under 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.”
- (p) (C-800: Article 19, SC 19.14):
Add “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 applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.”
- (q) (C-800: Article 19, SC 19.15):
Add SC 19.15 Definitions:
“Assistance recipient” is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development,

Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

“Certifications” means the following:

- *Manufacturers’* certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.
- *Engineers’* certification is documentation that plans, specifications, and bidding documents comply with AIS.
- *Contractors’* certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

“Coating” means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

“Construction materials” are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”.

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

“Consulting engineer” is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

“De minimis incidental components” are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (*or is expected to*) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as

iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are

considered to be a construction material and must be produced in the United States.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zeeks. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

c Purchase Agreements

Add award language from Section 17 a not including 17 a (1).

17 PROVISIONS OF LETTERS OF CONDITIONS, LOAN RESOLUTIONS, GRANT AGREEMENTS, AND CONDITIONAL COMMITMENTS

a Standard Award Language for WWD, ECWAG, Guaranteed Loan Program, 306C, RAVG Administered by USDA, and REAP

Add the following language:

“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 applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (a) applying the requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

(1) Additional Language (not to be included in purchase agreements)

Add: “Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
- (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American and Iron Steel requirements.
- (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers’, contractors’, and manufacturers’ certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures AIS products, **including** AIS clauses in the procurement contracts and **obtaining** manufacturers’ certification letters and **providing** copies to consulting engineers and contractors.

b Standard Award Language for Revolving Loan Funds, RAVG Administered by ANTHC or the State of Alaska, Guaranteed Loan Program and Household Water Well Program

Add the following language to award agreements to ultimate recipients:
 “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 applies a new American Iron and Steel requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (a) applying the requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

18 PURCHASE OF EQUIPMENT AND MATERIALS

Irrespective of who purchases AIS products, owner, contractor or other parties must ensure that the products were produced in the United States as defined in this Bulletin. It is the manufacturers’ responsibility to provide manufacturers’ certification letters to ensure compliance with AIS requirements. The AIS requirements supersede any regulation on full and open competition stated in 7 CFR 1780.70(b) and (d) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer, sole source procurement of said product may be used.

19 WAIVER PROCESS

a General

Each entity that receives financial assistance for the construction, alteration, maintenance, or repair of water and waste infrastructure from programs mandated to comply with the statute, must use iron and steel products produced in the United States. A waiver is a legal document granting a project an exception to AIS requirements, to use iron and steel products of non-domestic origin specified in the waiver(s). More than one waiver could be applied to a project.

Any funding recipient including the ultimate recipients subject to AIS requirements are eligible to apply for waivers as outlined in the statute which states:

“A waiver may be granted by the Secretary of Agriculture or designee, if one or more of the following conditions are met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

Until a waiver is granted by USDA, the AIS requirement stands except with respect to municipalities covered by international agreements (see Section 22).

One public interest waiver has been granted by the Secretary of Agriculture or designee that addresses: (1) de minimis items and (2) minor components. This waiver is national in scope and applies to all projects. The term de minimis applies to products when they occur as de minimis incidental components and is intended for assistance recipients to use for their projects. The term minor components applies to minor components *within* an iron and/or steel product and is intended for manufacturers to certify that their products comply with the AIS requirements. For definitions of de minimis and minor components see Definitions.

b Application

To request a project specific waiver, proper and sufficient documentation must be provided by the assistance recipient (see Exhibit H).

To apply for a waiver under *condition one (public interest)*, applicants and their consulting engineers must demonstrate definitive impacts on the community if a specified product is not utilized. Information must be submitted to the National

Office (via ESEEngineering@wdc.usda.gov), copy the RD State Engineer and approved by the Administrator of RUS. Public interest waivers national in scope will be identified and approved by the Administrator of RUS.

To apply for a waiver under *condition two (quantity or quality)*, applicants and their consulting engineers must submit the information outlined in Exhibit I to the National Office (via ESEEngineering@wdc.usda.gov).

To apply for a waiver under *condition three (25 percent of project cost)*, applicants and their consulting engineers must submit the information in Exhibit I and J to the National Office (via ESEEngineering@wdc.usda.gov).

All waiver applications must be submitted to National Office. If a RD State Office receives any waiver requests, the request must be submitted to National Office for approval.

c Timing

Waivers should be submitted prior to and no later than with the submission of final plans, specifications, and bidding documents for any iron and steel products of known foreign origin. All waivers requests must be approved by the Agency prior to authorization to advertise for bids. In the event that a waiver is requested post award, it must be approved by the Agency prior to construction. In the event that a waiver is requested during construction such as via a change order, it must be approved by the Agency prior to installation.

d Evaluation by USDA

After receiving an application for a waiver of the AIS requirements, USDA National Office will publish the request on its website for 15 days and receive informal comment. National Office will evaluate whether the application adequately documents the statutory basis cited for the waiver. The Secretary or designee will determine whether or not to grant the waiver. Approved and disapproved waivers will be posted on the USDA AIS website.

For project specific waivers where EPA and USDA are co-funding and the applicant has already submitted a request to and received an approved waiver from EPA, USDA will review said waiver for the co-funded project. Applicants/owners or their representatives are required to submit the *approved* waiver to ESEEngineering@wdc.usda.gov for USDA RD review and concurrence.

All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates. All information presented in waiver requests are subject to verification. Waiver requests deliberately containing false information will be rejected.

20 MONITORING

In order to comply with the Executive Order 13788 “Buy American, Hire American”, dated April 18, 2017, and AIS requirements, monitoring activities will be completed by the State Office and/or the National Office.

21 NON-COMPLIANCE

No Federal funds made available for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, 306E, and 310B of the Consolidated Farm and Rural Development Act ([7 U.S.C. 1926](#) et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public utility system unless all of the iron and steel products used in the project are produced in the United States.

Noncompliance occurs when funds are used from these programs for construction, alteration, maintenance, or repair using non-domestic iron or steel products and the product is not covered by either a project-specific or a national waiver. Loan and grant recipients should avoid noncompliance at all times as it is a violation of a Federal statute.

Process for Noncompliance

- (1) Identify the noncompliant product.
- (2) The loan or grant recipient or pass through entity notifies appropriate USDA RD State or National Office contact.
- (3) If USDA RD State Office is notified, the Program Director will notify the National Office, Director of EES.
- (4) USDA will apply remedies for noncompliance as per 2 CFR 200 §§338 – 342.

22 INTERNATIONAL AGREEMENTS

The AIS requirements apply in a manner consistent with United States obligations under international agreements. In the few cases where such an agreement exists between a loan and/or grant recipient and an international entity, that recipient is under the obligation to determine the applicability of the AIS requirements and document the actions taken to comply with these requirements.

23 USE OF EXHIBITS

The following explains the purpose of each Exhibit to this Bulletin:

- a **AMERICAN IRON & STEEL COMPLIANCE STATEMENT:** Exhibit A consists of a statement to be read by the Rural Development representative during the preconstruction conference. In addition, the RD representative should read Sections 5, 6, and 7 of this Bulletin to remind the owner, consulting engineer, and general contractor of their roles and responsibilities to comply with AIS.
- b **ENGINEER’S CERTIFICATION OF COMPLIANCE:** Exhibit B consists of a letter to be completed and signed by the consulting engineer certifying that he/she will ensure that

plans, specifications, and bidding documents and associated bid addenda, executed contracts and change orders for this project will comply with the AIS requirements. This certification letter is to be submitted to the Agency for approval prior to approval of the Advertisement for Bids and must be kept in the engineers project file and on-site during construction.

- c **GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE:**
Exhibit C consists of a letter to be completed and signed by the general contractor certifying that he/she will ensure that all iron and steel products installed for this project by their company and by any and all subcontractors and manufacturers their company has contracted with comply with the AIS requirements. This certification letter is to be submitted upon substantial completion of the project to the project engineer.
- d **EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE:** Exhibit D is an example of a letter to be completed and signed by the manufacturer certifying that he/she will ensure that all iron and steel products and/or materials shipped or provided for the subject project are in full compliance with the American Iron and Steel requirement. This includes listing each individual item/product/material provided to the project and providing the location of this/these item(s) being manufactured including assembly. All manufacturers' certification letters must be kept in the engineer's project file and on site during construction.
- e **EXAMPLES OF MUNICIPAL CASTINGS:** Exhibit E provides a sample list of iron and steel products that are subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- f **EXAMPLES OF CONSTRUCTION MATERIALS:** Exhibit F provides a sample list of construction materials that are subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- g **EXAMPLES OF NON-CONSTRUCTION MATERIALS:** Exhibit G provides a sample list of items that are not subject to the AIS requirements. This list is not exhaustive and is meant to provide examples.
- h **INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST:**
Exhibit I is a checklist that is to be completed by the applicant and/or consulting engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. This checklist should not be used for a public interest waiver, is for informational purposes only and does not need to be included as part of a waiver application. Project specific waivers may be requested if one or more of the following conditions applies: (1) The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (2) The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent. All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates.

All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.

- i **EXAMPLE COST TABLE FOR A PROJECT COST WAIVER:** This exhibit is an example of a table that must be included with any cost based project waiver request. Information included in the table: product reference in the specification, brief description of the product, quantity, unit, unit price and two costs of the item: (1) cost of an AIS compliant product and (2) cost of a non-domestic product. The total cost for all items will be part of the evaluation for the project cost waiver. Note: Information in this table is subject to evaluation. Waiver requests deliberately containing false information in order to receive a project cost waiver will be rejected.
- j **CHECKLIST FOR STATE ENGINEERS:** This exhibit is a checklist that should be completed by the RD State Engineer for each project during active construction. It is important to note items being stored on-site for installation are compliant with AIS. Please ask the Resident Project Representative (RPR) if it is unclear whether or not the items in question are compliant with AIS (e.g. via manufacturer's certification letters). For checklists, RD field staff should take pictures of visible items subject to AIS. Pictures should include the manufacturer's label. If there is no label, please ask to be shown the manufacturer's certification for the item in question from the RPR or consulting engineer if on-site to verify that the items in question are compliant. These checklists and attached pictures are to be submitted to National Office upon final payment.

AMERICAN IRON & STEEL COMPLIANCE STATEMENT

“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 applies an American Iron and Steel requirement to this project.

All parties are required to comply with these requirements and to ensure that all iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

ENGINEER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE
AMERICAN IRON AND STEEL REQUIREMENTS OF 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

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply 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 or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Engineering Firm (PRINT)

By Authorized Representative (SIGNATURE)

Title

This letter is to be submitted prior to Agency authorization of Advertisement for Bids.

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF 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

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

This certification is to be submitted upon completion of the project to the project engineer.

Name of Construction Company (PRINT)

By Authorized Representative (SIGNATURE)

Title

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE
WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF
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

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by 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.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: *Authorized signature shall be manufacturer's representative not the material distributor or supplier*)

EXAMPLES OF MUNICIPAL CASTINGS (*includes but not limited to*):

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;
Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

EXAMPLES OF CONSTRUCTION MATERIALS (*includes but not limited to*):

Wire rod, bar, angles
Concrete reinforcing bar, wire, wire cloth
Wire rope and cables
Tubing
Framing
Joists
Trusses
Fasteners (i.e., nuts and bolts)
Welding rods
Decking
Grating
Railings
Stairs
Access ramps
Fire escapes
Ladders
Wall panels
Dome structures
Roofing
Ductwork
Surface drains
Cable hanging systems
Manhole steps
Fencing and fence tubing
Guardrails
Doors
Stationary screens

EXAMPLES OF NON-CONSTRUCTION MATERIALS – (*includes but not limited to*):
(NOTE: *includes appurtenances necessary for their intended use and operation and are not subject to AIS*)

Pumps
Motors
Gear reducers
Drives (including variable frequency drives (VFDs)
Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators)
Mixers
Gates (e.g. sluice and slide gates)
Motorized screens (such as traveling screens)
Blowers/aeration equipment
Compressors
Meters (flow and water meters)
Sensors
Controls and switches
Supervisory control Data acquisition (SCADA)
Membrane bioreactor systems
Membrane filtration systems (includes RO package plants)
Filters
Clarifier arms and clarifier mechanisms
Rakes
Grinders
Disinfection systems
Presses (including belt presses)
Conveyors
Cranes
HVAC (excluding ductwork
Water heaters
Heat exchangers
Generators
Cabinetry and housings (such as electrical boxes/enclosures)
Lighting fixtures
Electrical conduit
Emergency life systems
Metal office furniture
Shelving
Laboratory equipment
Analytical instrumentation
Dewatering equipment.

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Please reference the specifications of the product.

Information	☐	Note
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Date that product is needed (e.g. time of delivery or availability) — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Exhibit J) — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Date that product is needed (e.g. time of delivery or availability) to provide justification — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

EXAMPLE COST TABLE FOR A PROJECT COST WAIVER

AIS/Non-AIS Cost Comparison Table						
Specification	Item or Description	Quantity	Unit	Unit Price	Cost if applying AIS	Cost if a waiver to AIS is applied
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
TOTAL COST:					\$0.00	\$0.00

CHECKLIST FOR STATE ENGINEERS

Date _____ Project Name _____

Project Type: __Water__ Wastewater__ Stormwater__ Solid Waste

Applicant/Owner Name:

Project % Completion (*estimated*):

Total Project Cost:

Estimated Materials Cost:

<u>Items</u>	<u>Stored</u>	<u>OR</u>	<u>Installed?</u>	<u>US Made (Y/N)/Manufacturer Name</u>
Ductile Iron Pipe	☐		☐	_____
Reinforced Conc. Pipe	☐		☐	_____
Other Steel Pipe	☐		☐	_____
Fittings	☐		☐	_____
Valve Boxes	☐		☐	_____
Hydrants	☐		☐	_____
Valves	☐		☐	_____
Fittings/Bends/etc.	☐		☐	_____
Manholes	☐		☐	_____
Manhole Frames/Covers	☐		☐	_____
Other Municipal Castings	☐		☐	_____
Detection Plates	☐		☐	_____
Grates	☐		☐	_____
Manholes/Precast Conc.	☐		☐	_____
Steel Roofing Materials	☐		☐	_____
Steel Doors & Frames	☐		☐	_____
Steel Tanks/Pressure Vessels	☐		☐	_____
Reinforcing Bar/Wire	☐		☐	_____
Steel Stairs/Catwalks/Railings	☐		☐	_____
Unknown Iron/Steel Item	☐		☐	_____

Deminimis Waiver

General contractor maintains an itemized list of incidental components and the cost is less than 5% of total materials cost for project.

YES ☐ NO ☐Minor Components Waiver

General contractor maintains a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product.

YES ☐ NO ☐Project Specific Waiver

Is there an approved waiver for this project? Is so, please list.

YES ☐ NO ☐

Inconsistent with public interest

YES ☐ NO ☐

Not produced in U.S. in sufficient and reasonable available quantities or of a satisfactory quality.

YES ☐ NO ☐

Cost of the overall project increased by more than 25%.

YES ☐ NO ☐

Miscellaneous

Is there a project file that includes all manufacturers' certifications on site? If yes, please review the project file for compliance. YES ☐ NO ☐

This inspection form was prepared by:

(Print and sign name)

Consulting Engineer/RPR present (If yes, print name):

General Contractor present (If yes, print name):

Owner/Applicant present (If yes, print name):

Others (If yes, print name):

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 _____.

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

STAFF REPORT

DATE: November 17, 2021

TITLE: Resolution #2021/2022-17 - Route 108 Sewermain Bottleneck Replacement

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

There is a restriction in the sewermain on Route 108 from the storage facility to the Irving Station. Approximately 2,300 feet of 6-inch sewermain is in the middle of a 10-inch and 15-inch sewermain. This sewermain handles the sewage from the houses at the golf course, Hersey Lane, Mockingbird Lane, Folsom Drive, Great Hill Drive, and the top of Bennett Way. Underwood Engineers has provided a proposal for the sum of \$88,500 to perform the design engineering for the Route 108 sewermain replacement. The Town has set aside \$193,928.86 from sewer impact fees for this project.

DISCUSSION:

Does the Town Council want to authorize the Town Manager to enter into an agreement with Underwood Engineers to design the Route 108 sewermain bottleneck replacement for the sum of \$88,500.

FISCAL IMPACT:

The Impact fees can only be used for increasing the capacity of the sewer system. This project will remove a bottleneck and increase the capacity of the sewermain. The design will have no impact on the sewer budget. Completing the design will make the project shovel ready, and will put it in a better position to receive grants and funding.

RECOMMENDATION:

I recommend that the Town Council authorize the Town Manager to enter into an agreement with Underwood Engineers to design the Route 108 sewermain bottleneck replacement for the sum of \$88,500.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-17 Rte 108 Sewermain bottleneck replacement	11/9/2021	Cover Memo
Route 108 Bottleneck Sewermain Replacement Design	11/9/2021	Cover Memo

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2021/2022 - 17

Route 108 Sewermain Bottleneck Replacement

- WHEREAS:** The Sewer Department has set aside \$193,928.86 from impact fees to design and replace the bottleneck sewermain on Route 108; and
- WHEREAS:** Underwood Engineers was chosen to be an engineer for the Town through a selection process; and
- WHEREAS:** Underwood Engineers submitted a proposal to design the Route 108 Bottleneck sewermain replacement for the sum of \$88,500.

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

The Town Manager is authorized to enter into an agreement with Underwood Engineers to perform the design engineering for the Route 108 Sewermain Bottleneck Replacement for the sum of \$88,500.

First Reading: November 17, 2021

Second Reading: December 1, 2021

Approval: December 1, 2021

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

ENGINEERING SERVICES REQUEST
AUTHORIZATION TO PROCEED

To: Underwood Engineers, Inc. (**Engineer**)
25 Vaughan Mall
Portsmouth, New Hampshire 03801

ESR No.: #WS-39
File No.: N2962
Date: November 8, 2021
Description: **Route 108 Sewer
Replacement – Preliminary & Final
Design**

From: Town of Newmarket
186 Main Street
Newmarket, New Hampshire 03857

Town of Newmarket Contact(s): Sean T. Greig, Water & Sewer Superintendent
Underwood Engineers Contact(s): David J. Mercier, P.E., Vice President

Under agreement for Professional Services as Consulting Engineer for the Town of Newmarket, NH, (General Services Agreement #2025 dated March 21, 2016), the Engineer is authorized to proceed with the following work:

Description:

The Town of Newmarket (Town) owns and maintains approximately 109,000 linear feet (LF) of gravity sewer mains, 17,000 LF of force mains, 600 manholes, and six (6) pumping stations throughout a sewer collection system comprised of ten (10) collection basins. The Town has a 2,300 LF bottleneck section of 6" AC sewer on Route 108 inside sewer Sub Basin 5 which is in need of replacement. It is recommended that this section of sewer be replaced with a larger diameter pipe to achieve greater capacity to match upstream and downstream segments to more efficiently transfer wastewater to the downtown area. As Route 108 is a state road, close coordination with NHDOT will be necessary during the design phase. The Town has that requested Underwood Engineers (UE) design full replacement of the 6" sewer. UE will create a SewerCAD model of the Route 108 sewer to verify the appropriate pipe size for the project followed by development of a full set of design drawings and specifications to be used for soliciting construction bids.

Based on a site visit conducted on July 22, 2021 with Town of Newmarket staff, Underwood will perform the following work items.

Scope of Work:

Engineer will provide the following engineering services:

Underwood proposes that the Route 108 sewer replacement project proceed with the following steps:

- 30% Preliminary Design
- Final Design and Bid Document Preparation



Task 1 – Preliminary Engineering

During Preliminary Design, Underwood will:

- Coordinate with NHDOT, NHDES, and the Town to incorporate their concerns into the 30% design drawings.
- Attend two (2) meetings with NHDOT and the Town.
- Develop preliminary civil drawings depicting the proposed sewer alignment plan and profile. The pros/cons of running the sewer in the same or different alignment will be evaluated.
- Create a SewerCAD model of the Route 108 sewer to verify the pipe size for the replacement based on anticipated future flows as provided by the Town.
- Prepare a list of required permits for the project.
- Prepare a 30% design engineer's opinion of probable project cost.
- Prepare a 30% preliminary design letter report summarizing the preliminary evaluations and findings, including the 30% drawings developed.
- Submit preliminary design report to the Town, NHDES, and NHDOT for review and comment.
- Attend a 30% design review meeting with the Town and NHDES
- Revise the preliminary design report to address comments received and issue the final version.

Deliverables

- 30% preliminary design letter report with basis of design
- 30% preliminary design drawings
- 30% engineer's opinion of probable project cost

Task 2 – Survey

Underwood will utilize our strategic partners to conduct a topographic survey along Route 108 from Manhole #173 to Manhole #159. The survey will include the existing roadway, utilities, wetlands (if present), and the sewer lateral services inside the right-of-way boundaries as field located by Town staff. This survey will serve as the base plan for the bid plans to be produced.

Deliverables

- Topographical base plans for up to 2,500 LF

Task 3 – Subsurface Exploration

Underwood will work with our strategic partners to complete soil borings at 500 ft intervals along the 2,300 LF section of Route 108 (assume 6 total). Ledge probes will also be performed at 100 ft intervals in between (assume 20 total). Additional probes may be warranted under Final Design.



Deliverables

- Geotechnical report for up to 2,500 LF

Task 4 – Permit Assistance

To allow the project to progress on the Town's desired schedule, the following permitting services will be provided.

- Prepare a NHDOT Trench Permit for subsurface exploration.
- Consult with NHDOT on the need for a Use and Occupancy Agreement for the project.

Deliverables

- NHDOT Trench Permit Application

Task 5 – Final Design

During Final Design, Underwood will:

- Coordinate with NHDOT, NHDES, and the Town to incorporate their concerns into the 90% design documents.
- Prepare 90% technical specifications and front end documentation. Two (2) hard copy sets will be provided to the Town for review. A PDF set of the 90% specifications will be sent to NHDES and NHDOT for review.
- Provide two (2) hard copy sets of 90% design drawings to the Town in 22" x 34" format for review. A PDF set of the 90% design drawings will be sent to NHDES and NHDOT for review.
- Attend one (1) 90% design meeting with NHDOT and the Town.
- Prepare a 90% engineer's opinion of probable cost for the Town, NHDES, and NHDOT to review.
- Once all design review comments have been received and addressed, two (2) sets of 100% complete P.E. stamped hard copy documents and one (1) PDF set will be provided to the Town, NHDES, and NHDOT.
- Once all design review comments have been received, Underwood will finalize the engineer's opinion of probable cost for 100% completion prior to bidding.

Deliverables

- 90% and 100% front end and technical specifications
- 90% and 100% design drawings
- 90% and 100% engineer's opinion of probable cost



Owner's Responsibility

Owner shall make available to the Engineer the following:

- Route 108 record drawings showing any utilities (water, sewer, electric, gas etc.).
- Previous 3 years of water and/or sewer use data for the customers along the Route 108 project.

Work Not Included

The following is not included in the Scope of Work:

- Bidding and construction phase services
- Permitting services other than that mentioned above
- Funding assistance other than that mentioned above

Budget Costs:

Task 1 – Preliminary Design	\$19,100
Task 2 – Survey	\$21,700
Task 3 – Subsurface Exploration	\$20,200
Task 4 – Permit Assistance	\$ 2,800
Task 5 - Final Design	<u>\$24,700</u>
TOTAL	\$88,500

Fees for engineering services will be on an hourly basis for the personnel involved. Such hourly fees will be based on the Engineer's technical payroll plus an allowance to cover overhead and profit. Fees also include reimbursement for transportation expenses (per mile), out-of-pocket travel expenses (tolls), prints, telephone calls and miscellaneous materials that may be required to complete the work.

Suggested budgets, as used herein, are best estimates by Underwood Engineers. The budgets are based on available information and prior to a detailed research on the Project. Budgets are not intended to be fixed prices but are reasonable estimates of average costs to complete projects of similar size. Budget will not be exceeded without written authorization.

Schedule:

The following schedule is proposed for the Route 108 sewer replacement.

Execute Preliminary & Final Design Contract	December 2021
Perform Survey and Subsurface Investigations	February-March 2022
Provide 30% Preliminary Design documents and cost opinion	May 2022
Provide 90% Design documents and cost opinion	July 2022
Issue 100% Final Design documents and cost opinion	August 2022



November 8, 2021

Approval and authorization to proceed with the work:

David J. Mercier, P.E.
Vice President
Underwood Engineers, Inc.

Date





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Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE