



## **TOWN OF NEWMARKET, NEW HAMPSHIRE**

**The meeting will be conducted in the Town Hall Auditorium and is available via Zoom. You may join Zoom Meeting <https://zoom.us/j/9117025727> Meeting ID: 911 702 5727, +1 646 558 8656. If you have difficulty connecting, please call 603-659-3617 Ext, 1321.**

---

**Wednesday, April 7, 2021, 7:00 PM  
Town Hall Auditorium and Zoom**

---

- 1. Pledge of Allegiance**
- 2. Election of Officers, Adoption of Town Council Rules and Committee Assignments**
  - a. Election of Chair**

Accept a Nomination for Council Chair for a 1-year term.

Accept a Motion to Appoint the Nominated Council Chair for a 1-year term.
  - b. Election of Vice Chair**

Accept a Nomination for Council Vice-chair for a 1-year term.

Accept a Motion to Appoint the Nominated Council Vice-chair for a 1-year term.
  - c. Adoption of Town Council Rules for 2021/2022**

Accept a Motion to Adopt the 2021/2022 Town Council Rules.
  - d. Committee Assignments**
    - Highway Safety
    - Budget Committee
    - Energy & Environment Advisory Committee
    - Capital Improvement Plan (CIP)
    - Conservation Commission
    - Economic Development/Liaison Business Association
    - Planning Board
    - Ad hoc Riverfront Advisory Committee
    - Ad hoc Arts and Tourism Commission
    - Ordinance Oversight Committee
    - Parking Commission
- 3. Public Forum**
- 4. Town Council to Consider Acceptance of Minutes**

- a. March 17, 2021  
Accept a Motion to Approve the March 17, 2021 Meeting Minutes.
- 5. **Report of the Town Manager**
  - a. Town Manager's Report
- 6. **Committee Reports**
- 7. **Old Business**
  - a. **Resolutions/Ordinances in the 2nd Reading**
    - i. **Resolution #2020/2021-38 - Tucker Well Final Design.**  
Accept a Motion to Approve Resolution #2020/2021-38 - Tucker Well Final Design
    - ii. **Resolution #2020/2021-39 - Dewatering Improvements**  
Accept a Motion to Approve Resolution #2020/2021-39 - Dewatering Improvements
- 8. **New Business/Correspondence**
  - a. **Town Council to Consider Nominations, Appointments and Elections**
  - b. **Resolutions/Ordinances in the 1st Reading**
    - i. **Ordinance No. 6 - 2020/2021- Reaffirming Wearing Face Covering in Town**  
Accept a Motion to Approve Ordinance No. 6 - 2020/2021 - Reaffirming Wearing Face Covering in Town.
    - ii. **Ordinance No. 7-2020/2021 - Amending Chapter 18 Establishing Live Shows and Events License**
    - iii. **Resolution #2020/2021-40- Purchase of 2021 Police SUV(line car 3)**
    - iv. **Resolution #2020/2021-41- Purchase of 2021 Police Ford Expedition Command Vehicle**
    - v. **Resolution #2020/2021-42 - Wentworth Cheswill 275th Birthday Celebration**  
Councilor Kiper requests the Suspension of Rules.
  - c. Correspondence to the Town Council
  - d. Closing Comments by Town Councilors
  - e. Next Council Meeting
    - i. **April 21, 2021**
- 9. **Adjournment**

### **Visitor Orientation to the Town Council Meeting**

Welcome to this evening's Council meeting. Please note that the purpose of the meeting is for the Council to accomplish its work within a qualitative time frame. Meetings are open to the public, but public participation is limited. If you wish to be heard by the Council, please note the "Public

Forum" at the beginning of the meeting to speak to items on a meeting agenda and/or matters pertaining to the business of the Council. In addition, public hearings may be scheduled for public comment on specific matters.

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

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



Town Hall  
186 Main Street  
Newmarket, NH 03857

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

Founded December 15, 1727  
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE



Town Hall  
186 Main Street  
Newmarket, NH 03857

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

Founded December 15, 1727  
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE



Town Hall  
186 Main Street  
Newmarket, NH 03857

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

Founded December 15, 1727  
Chartered January 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

### **ATTACHMENTS:**

| Description                             | Upload Date | Type       |
|-----------------------------------------|-------------|------------|
| 2021/2022 Rules for Council Proceedings | 4/2/2021    | Cover Memo |



## TOWN *of* NEWMARKET, NEW HAMPSHIRE

### **2021-2022** **TOWN COUNCIL RULES FOR PROCEEDINGS**

#### 1. **Council Meetings**

All meetings of the Town Council shall be public as required by RSA 91-A.

Business meetings shall be held on the first and third Wednesday of each month at 7:00 p.m., unless otherwise provided by ordinance or resolution. When Wednesday is a holiday, the regular meeting shall be held on a Wednesday following at the same hour unless otherwise provided by motion. The public portions of Council meetings shall end by 10:00 p.m., unless a majority of the Council present determines that continuing the meeting shall allow the necessary business of the meeting to be completed. In order to proceed beyond 10:00 p.m., a motion to do so shall be made and a vote shall be taken. The motion shall pass to the extent two-thirds (2/3) of the votes cast. Notwithstanding the foregoing, non-public sessions of the Council may continue after 10:00 p.m.

Business Meetings are for the purpose of deliberating and voting upon Town business. Agendas will generally follow the order of business established in Section 5 below and shall include on the agenda an opportunity for citizen comment related to the matter(s) included on the agenda and/or pertaining to the business of the Town Council.

Special Meetings are for the purpose of deliberating and voting upon Town business at times other than during a regularly scheduled Business Meeting. Such meetings are "special" because the Chair, or upon request of the Town Administrator, or five (5) Council Members by written request submitted to the Chair, can call them on a minimum of 24 hours' notice. Agendas will generally follow the order of business established in Section 5 limited to one or more items requiring Council action and shall include on the agenda an opportunity for citizen comment specifically related to the matter(s) included on the agenda.

Special Meetings may be scheduled for any day provided sufficient notice is afforded in accordance with provisions of State law.

Workshop Meetings are for the purpose of the Council receiving information about Town business in an informal setting during which no formal action can be taken. The workshop agenda format is intended to encourage in-depth presentations by Town Boards, Commissions,

Committees and/or staff (including consultants engaged for purposes of advising the Council), and detailed questioning and brainstorming by Council Members. The Council may discuss the material freely without following formal rules of parliamentary procedure, subject to the direction of the presiding officer. Although formal action may not be taken during Workshop Meetings, the presiding officer may poll Council Members during the meeting to determine the general consensus of the Council in order to bring matters back for consideration at future meetings. Non-Public Meetings are held to discuss only certain items specified in State law during which the public cannot attend. Non-Public Meetings shall be properly noticed and State law pertaining to the appropriateness and necessity of holding such meetings shall be strictly adhered to in all cases.

Non-Public meetings are typically scheduled as necessary, before or after other Council meetings.

Consultation with Legal Counsel/Collective Bargaining Strategy or Negotiation meetings are held solely for purposes of receiving legal counsel and/or for collective bargaining matters relating to strategy or negotiations during which the public cannot attend. These sessions are typically scheduled as necessary, before or after other Council meetings.

The place of the meetings shall be the Council Chambers at the Town Hall.

A quorum of the Council for the transaction of any business shall be four (4) of the members currently in office. A majority of those members present may adjourn the meeting to another time or date.

## **2. Presiding Officer**

The Chairman shall be the presiding officer at all Council meetings. He/She shall take the chair precisely at the hour appointed for the meeting and call the members to order. In the absence or disability of the Chairman, the Vice-chairman shall preside and act as Chairman during such absence or disability.

## **3. Chairman Pro Tem**

In case of the absence of both the Chairman and the Vice Chairman, the Recording Secretary shall call the Council to order and call the roll of the members. If a quorum is found to be present, the Council shall choose one of its members to act as Chairman pro tem by a plurality of votes until the Chairman or Vice-Chairman appears.

## **4. Recording Secretary**

The Recording Secretary shall be ex-officio Recording Secretary of the Council and shall keep minutes of the meetings and perform such other and further duties, as may be ordered by the presiding officer or Council. The Recording Secretary shall record the names of the members present and coming in after the call to order. It shall be sufficient for the Recording Secretary to record special and non-public meetings by written form. Not more than 5

business days, excluding weekends and national and state holidays, the Recording Secretary shall make available a copy of the minutes of the previous meetings to include regular, special and non-sealed non-public meetings. In the absence of the Recording Secretary, the presiding officer shall appoint an acting recording secretary during such absence that shall tape record the meeting and take minutes.

5. **Order of Business**

The business of all business meetings and workshops of the Council shall be transacted in the following order unless the Council, by a vote of at least two-thirds (2/3) of the votes cast, shall suspend the rules and change the order.

*Business Meetings:*

1. Pledge of Allegiance
2. Public Forum
3. Public Hearing
4. Town Council to Consider Acceptance of Minutes
5. Report of the Town Administrator
  - a. Monthly Department Heads Report
6. Committee Reports
7. Old Business
  - a. Ordinances and Resolutions in the 2<sup>nd</sup> Reading
  - b. Ordinances and Resolutions in the 3<sup>rd</sup> Reading
  - c. Items Laid on the Table
8. New Business/Correspondence
  - a. Town Council to Consider Nominations, Appointments and Elections
  - b. Ordinances and Resolutions in the 1<sup>st</sup> Reading
  - c. Correspondence to the Town Council
  - d. Closing Comments by Town Councilors
9. Adjournment

6. **Ordinances and Resolutions**

- a. Ordinances - Any Ordinance to be considered by the Council other than those to be enacted for purposes of addressing emergency circumstances as specified in the Town Charter shall be initiated and acted upon in accordance with the requirements established herein.
  - i. A proposed Ordinance shall appear on a meeting agenda for a first reading after which it may be referred to a Workshop Meeting, if deemed necessary, and/or a future Public Hearing date shall be set.
  - ii. After a Public Hearing relating to a proposed Ordinance has been held and testimony allowed in accordance with these rules, the proposed Ordinance shall be brought before the Council for a second reading during the same meeting, together with any and all recommendations for passage, rejection, referral to a workshop, or to a third reading.

- iii. Any proposed Ordinance submitted for consideration by the Council, may be amended and/or enacted by a majority roll call vote in conjunction with the second and/or subsequent readings.
  - iv. If a proposed Ordinance is extensively amended following the second reading and the Council wishes further review, or additional time is needed for the public to express its opinion on the issue, it may be held for a third reading, on a simple majority vote of Council Members present.
  - v. Unless otherwise provided, each Ordinance approved by the Council shall become effective upon its passage, after it has been duly advertised within 7 business days of the Council meeting at which time the ordinance was adopted.
  - vi. The Town Clerk shall certify that the amendments are incorporated into the original ordinance with the proper reference to the amended ordinance number and date.
- b. Resolutions - Any Resolution to be considered by the Council shall typically be initiated and acted upon in accordance with these rules above. Resolutions subject to public hearings will also be subject to the following:
  - i. A proposed Resolution shall appear on a meeting agenda for a first reading after which it may be referred to a Workshop Meeting, if deemed necessary, and/or a future Public Hearing date shall be set, if necessary. If no workshop or Public Hearing is necessary, than the Resolution will be referred to the next regular business meeting.
  - ii. After the proposed Resolution has been presented at the required public hearing, if necessary, it shall then be brought before the Council for a second reading the same meeting, together with any and all recommendations, for passage, rejection, referral to a workshop or other meeting.
  - iii. If a proposed Resolution requiring a public hearing is extensively amended following the public hearing and the Council wishes further review, or additional time is needed for the public to express its opinion on the issue, it may be held and referred for action at a future meeting, on a simple majority vote of Council Members present.
- c. Ordinances and Resolutions may not be reconsidered by a motion. Ordinances or Resolutions may be rescinded by submitting a new Ordinance or Resolution.

## 7. **Meeting Protocol**

No person will be allowed to speak unless and until recognized by the Chair.

No Councilor will be allowed to address an agenda item twice before each Councilor wishing to be recognized has been recognized once.

No person will be allowed to respond out of order to any statement by any other person.

All comments will be addressed to the Chair.

The Chair reserves the right to rule persons, including Councilors, out of order for violating this Resolution, as well as any other applicable statute, ordinance, resolution, or Charter provision.

Any person ruled out of order three times at one meeting will be asked to leave the meeting.

Motions will be entertained at workshops only under extraordinary circumstances. Motions will only be entertained under new business only under extraordinary circumstances. Any matter discussed under new business that the Council wishes to consider further will be referred to the next available workshop.

8. **Filing with the Town Administrator**

Per Section 3.8.A of the Town Charter any ordinance or resolution may be introduced by any member at any regular or special meeting of the Council. Upon introduction of any ordinance, the Town Clerk shall distribute a copy to each Councilor and to the Town Administrator shall file a reasonable number of copies in the office of the Town Clerk, and post a copy in such other public places as the Council may designate.

In addition, copies of ordinances, resolutions and documents to come before the Council for consideration will be given to the Town Administrator's office by noon three (3) working days preceding the day on which the Council meets. All Town Council packets shall be made available for pick up on the Friday before the scheduled business meeting and workshop at the Town Hall.

9. **Motion to be Stated by the Recording Secretary**

Any Council member may ask the Recording Secretary to state the motion before the vote. The mover without the consent of the member seconding it may not withdraw a motion.

10. **Voting**

Each member present when a question is put shall vote either aye or nay by voice vote. If a member abstains, he/she shall give the reason for abstaining. All voting shall be by roll call vote except votes on procedural matters.

11. **Conflict of Interest**

Any member who has a financial interest, direct or indirectly, in any planning or existing contract, job, work or service to be performed by the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property shall make full disclosure of such interest to the Council prior to deliberating any such matter or transaction.

The member, or if a member's family member, as defined by Section 7.3 (B) of the Town Charter is financially interested in such matters or transactions shall not vote nor advise on nor otherwise participate in the Council's consideration of such matter or transaction.

12. **Anonymous Communications**

Unsigned communications shall not be introduced in Council meetings nor shall the Council entertain any review, discussion or action upon unsigned communications.

13. **Permission to Address the Council**

To encourage and allow ongoing input and feedback from citizens, Regular, Special and Workshop meetings shall include on the agenda an opportunity for citizens to address the Council. In addition to public hearings that may be scheduled for public comment on specific matters, the Public Forum will ensure citizens have the opportunity to speak to all other items on a meeting agenda and/or matters pertaining to the business of the Council.

- i. Speakers shall 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. Any other individuals wishing to address the Council shall require suspension of the rules.
- ii. Speakers shall address their comments to the presiding officer and the Council as a body and not to any individual member.
- iii. Speakers shall first recite their name and address for the record.
- iv. Each speaker shall be provided a single opportunity for comment, limited to five (5) minutes with the five (5) minutes beginning after the obligatory statement of name and address by the speaker.
- v. Citizen Forum shall not be a two-way dialogue between speaker(s), Council Member(s), and/or the Town Administrator. Any deviation of this rule shall require a suspension of the rules.

The presiding officer shall preserve strict order and decorum for and by all speakers appearing before the Council.

14. **To Suspend the Rules**

These rules may be temporarily suspended by a vote of two-third (2/3) of the votes cast.

15. **To Amend Rules**

These rules may be amended, or new rules adopted, by a majority vote of all members of the Council present. Any proposed amendments to these rules shall be submitted in writing at a business meeting, and shall be placed on the agenda under the order of "New Business". This requirement shall be waived only by unanimous consent with a recorded vote of all members.

16. **Roberts Rules of Order**

Roberts Rules of Order shall be used to decide all parliamentary questions not specifically provided for in these rules.

17. **Committees**

**Budget Committee:** As provided for in RSA 32:15, I(b) *Budget Committee Membership*, “One member of the governing body of the municipality...shall be appointed by their respective board to serve for a term of one year and until their successor are qualified. Each such member may be represented by an alternate member designated by their respective board, who shall, when sitting, have the same authority as the regular member.”

**Planning Board:** As provided for in RSA 637:2, I-b(a) *Planning Board*, The council shall appoint “A member of the town council...of the town selected by the town council.”

The Council shall have the power to appoint such advisory committees, as he/she deems necessary to serve him/her in an advisory capacity. The first-named person on each advisory committee shall serve as its chairman.

17. **Councilor Development**

All newly elected Council members shall, within the first year of their election, attend at least one workshop or educational seminar for local officials offered by the New Hampshire Municipal Association, Local Government Center, or comparable local agency.

All other Councilors are also encouraged to attend at least one workshop/seminar during each remaining term year with particular emphasis upon the Right-To-Know Law, municipal budgeting, and/or other matters pertaining to local government.

18. **Annual Review and Adoption**

Consistent with Section 3.2 of the Town Charter, this Resolution shall be in effect until the next organizational meeting of the Council, at which time, the Council shall renew, amend, and re-adopt or otherwise act on this Resolution.

19. **Councilor Stipend**

Consistent with Resolution #2009/2010-08, Pertaining to the Disbursement of Town Council Member’s Annual Stipend, Councilors stipend shall begin with the start of the Town’s fiscal year with payment made in July, September, December and March.



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       |
|-------------------------------|-------------|------------|
| Current Councilor Assignments | 3/18/2021   | Cover Memo |

# **Town Council Committee Representatives**

April 2020 – April 2021

## **Current Assignments**

|                                         |                                                  |
|-----------------------------------------|--------------------------------------------------|
| Highway Safety                          | Jonathan Kiper                                   |
| Budget Committee                        | Zachary Dumont<br>Megan Brabec, Alternate        |
| Energy & Environment Advisory Committee | Toni Weinstein                                   |
| CIP                                     | Amy Burns<br>Jonathan Kiper, Alternate           |
| Conservation Commission                 | Megan Brabec                                     |
| Economic Development/Liaison B.A.       | Helen Sanders                                    |
| Planning Board                          | Scott Blackstone<br>Toni Weinstein, Alternate    |
| Ad hoc Riverfront Advisory Committee    | Megan Brabec                                     |
| Ad hoc Arts and Tourism Commission      | Helen Sanders                                    |
| Ordinance Oversight Committee           | Megan Brabec<br>Toni Weinstein<br>Zachary Dumont |
| Parking Commission                      | Jonathan Kiper                                   |



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       |
|--------------------------------|-------------|------------|
| March 17, 2021 Meeting Minutes | 4/2/2021    | Cover Memo |

# **TOWN OF NEWMARKET, NEW HAMPSHIRE**

## **TOWN COUNCIL REGULAR MEETING**

March 17, 2021 7:00 PM

Town Hall Auditorium and Zoom

The meeting will be conducted in the Town Hall Auditorium and is available via Zoom. You may join Zoom Meeting <https://zoom.us/j/9117025727> Meeting ID: 911 702 5727, 1 646 558 8656. If you have difficulty connecting, please call 603-659-3617 Ext, 1321.

Present: Council Chair Toni Weinstein and Councilor Zachary Dumont. Present Virtually: Vice-Chair Any Burns, Councilor Helen Sanders, Councilor Jonathan Kiper, Councilor Megan Brabec, and Councilor Scott Blackstone.

Staff Present: Police Chief Kyle True, Fire Chief Rick Malasky, and Wendy Chase, Recording Secretary. Present Virtually: Town Planner, Diane Hardy.

Staff Excused: Town Manager Stephen Fournier.

Chair Weinstein convened the meeting at 7:00 PM.

Chair Weinstein read the virtual meeting guidelines preamble.

Recording Secretary Chase called the roll.

Chair Weinstein led the Pledge of Allegiance.

## **AGENDA**

### ***DRAFT MINUTES***

#### **PUBLIC FORUM**

Chair Weinstein opened the public forum at 7:04 PM.

Bob Hassel of 6 Honeycomb Way spoke of the frontline workers and what they have been through over the past year dealing with COVID-19. He has joined a campaign to show his support to the frontline workers and has purchased flags with the Red Cross symbol on them to hand out for free to anyone wishing to display them to show their support. He has a few left and said that both Exeter and Portsmouth Libraries have a few flags left for anyone interested. The flags can also be purchased at High Flying Flags Company in Greenland NH.

There was no other public comment.

Chair Weinstein closed the public forum at 7:08 PM.

## **TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**

**March 3, 2021**

Councilor Burns made a motion to Approve *the March 3, 2021 meeting minutes*, which was seconded by Councilor Dumont.

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

## **REPORT OF THE TOWN MANAGER**

**Dale Pike**

Dale Pike was in attendance via Zoom. Mr. Pike represents Newmarket on a committee associated with the Coastal Adaptation Workgroup (CAW). The CAW assists communities in New Hampshire's coastal watershed to prepare for the impacts of extreme weather and long-term climate change. Mr. Pike attends "CAW talks", a CAW discussion group. The latest talk addressed grant funding to support wetlands to be improved or protected. Newmarket benefited from such grants, along with the Nature Conservancy, on the successful Lubberland Creek project. Mr. Pike mentioned the wetlands and shoreline permitting process has become dramatically more complicating. He also mentioned a couple of wetlands areas on Ash Swamp Road that are important conservation areas.

Town Planner Diane Hardy commented that Newmarket is fortunate to be in a coastal program where we have access to NH Coastal Program funding and Coastal Resiliency funding along with the Strafford Regional Planning who has been helpful in putting up monies. She said the Town was glad to partner with the Nature Conservancy on the Lubberland Creek project; it was a tremendous success.

Chair Weinstein thanked Mr. Pike for his overview and commented that for those who did not know him, he was a Councilor for 6 years with 2 years as Chair. He also served on the Macallen Dam committee and other various conservation committees.

## **Town Manager's Report**

Chief True read the Town Manager's report as follows:

- COVID-19 Update: As of February 24 there are 13 active cases and 426 cumulative cases. Over the last 16 days, there are 16 new cases.
- Vaccination: The State hopes to have phase 2A of the vaccination roll out by the end of March. The Town Emergency Management Team secured a clinic to be held for the Newmarket School District employees on March 19. This includes the Newmarket

Recreation Department employees. Phase 2B (ages 50-64) will start registration for appointments on March 22nd.

- Reopening: New guidelines relating to reopening. Restaurants can have 10 people to a table. Live music, karaoke, pool, and darts are returning with restrictions. We are extending the outdoor dining permits that were issued last year. We have not rescinded the letter for the Stone Church limiting outside music to 7 PM. We are looking at this and may extend the hours.
- Macallen Dam: The top curb wall at the East abutment was completed.
- Solar Array: Currently working with legal counsel on the right-of-way and easement issues.
- Economic Development Plan: Met with consultants recently. They are contacting stakeholders in the Recreation District to come up with a master plan of the area to come back to the Council with recommendations this summer.

The Chair took this opportunity to thank out-going Councilor, Amy Burns, for her 6 years serving on the Town Council and for serving as Vice-Chair the last two years.

Vice-Chair Burns remarked that she enjoyed that last 6 years serving on the Council and enjoyed working with every Councilor. She said that being a Councilor will not be her last term of service on a board or committee.

Chair Weinstein thanked the emergency response team for securing a vaccination clinic for the teachers. She also thanked the Town Clerk, Terri Littlefield, her Staff, Town Moderator, Chris Hawkins, and the election workers for all their work on the election.

## **Department Reports**

Chair Weinstein commented on the Police, Code Enforcement, and Recreation Departments monthly reports and encouraged people to read all of the reports each month. They are very informative.

## **COMMITTEE REPORTS**

Councilor Dumont plans to schedule an Ordinance Oversight Committee meeting next week. He said that the Town Manager has sent comments on the idea of possible licensing for live music that the Committee should review and be ready to discuss at the next meeting.

Councilor Sanders said the Art Walk is scheduled for April 9th, 10th, 11th. Art will be displayed at downtown businesses. There are 6 Artists looking for a business to display their work. They have a new FaceBook page "Newmarket's Art and Tourism and encouraged everyone to visit it. They also have a website under construction - newmarketharts.com.

Councilor Blackstone reported on the Planning Board meeting:

- The 30+ acre lot on Neal Mill Road Application. There were many Newmarket and Newfields residents present in opposition to developing the lot. The land is surrounded by conservation land. The Town Council would have to approve the class VI road as a

driveway before it could be developed.

- The Hersey Lane condominium complex project has reduced the number of units and is coming to an end.
- There is a plan to develop the empty house lots on Exeter Road after the railroad tracks to build studio apartments.

Councilor Brabec said the Conservation Commission met last week. The Commission is proposing a roadside cleanup "Claim a Street" program related to Earth Day on April 17 - 24. The Commission also discussed the scholarship they offer seniors who plan to enter a field of study relating to conservation. They discussed allowing students who live in Newmarket and attend private schools to qualify and apply for the scholarship. In the past, it has typically been awarded to Newmarket High School graduates.

Councilor Kiper said the Parking Commission met to discuss the general parking in town. They discussed parking meters and their expense. Some members were more in favor of meters than others. The next meeting is scheduled for the 3rd Thursday in April and there will be a parking meter presentation at that meeting.

## **OLD BUSINESS**

### **RESOLUTIONS/ORDINANCES IN THE 2ND READING**

#### **Resolution #2020/2021-35 - Arts & Tourism Commission Trust Fund**

Councilor Burns made a motion to Approve *Resolution #2020/2021-35 - Arts & Tourism Commission Trust Fund*, which was seconded by Councilor Dumont.

Councilor Sanders explained that the Committee is looking into fundraising and soliciting donations. A separate trust fund needs to be established to hold those monies. The money would be used for projects like fixing the muraled wall next to the Library. The Committee will control how the money is spent, but it will be in the hands of the Trustees of the Trust Funds.

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

#### **Resolution #2020/2021-36 - Stryker Power Pro Ambulance Cot**

Councilor Burns made a motion to Approve *Resolution #2020/2021-36 - Stryker Power Pro Ambulance Cot*, which was seconded by Councilor Dumont.

Fire Chief Malasky explained that all equipment on the ambulance must be inspected and certified. He said the ambulance was struck by another vehicle while en route to the hospital last year. Stryker Power Pro would not certify the ambulance cot because of the accident even though there was no damage to it. Primex would not cover the cost because there was no damage to the cot. They had no choice but to purchase a new one to replace the uncertified one.

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

**Resolution #2020/2021-37 - Paramedic Service**

Councilor Burns made a motion to Approve *Resolution #2020/2021-37 - Paramedic Services*, which was seconded by Councilor Dumont.

Fire Chief Malasky explained that there are two firefighters attending the paramedic program. Currently, the town depends on MacGregor Ambulance and Exeter Hospital when a paramedic is needed. Once the candidates finish the program we will no longer need these outside services. This will mean more revenue to the town and entice other firefighters and paramedics to want to work for the Town. There is a one-time fee to equip both of the ambulances totaling \$14,000.

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

**NEW BUSINESS/CORRESPONDENCE**

**TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS**

**Sam Kenney - Reappointment to the Conservation Commission - Term Expiration April 2024**

Councilor Burns made a motion to Approve *the Reappointment of Sam Kenney to the Conservation Commission with a term expiration of April 2024.*, which was seconded by Councilor Dumont.

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

**Philip Nazzaro - Reappointment to the Veterans War Memorial Trust Committee - Term Expiration April 2024**

Councilor Burns made a motion to Approve *the Reappointment of Philip Nazzaro to the Veterans War Memorial Trust Committee with a term expiration of April 2024.*, which was seconded by Councilor Dumont.

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

**Resolutions/Ordinances in the 1st Reading**

**Resolution #2020/2021-38 - Tucker Well Final Design.**

Chair Weinstein read Resolution #2020/2021-38 into the record.

**Resolution #2020/2021-39 - Dewatering Improvements**

Chair Weinstein read Resolution #2020/2021-39 into the record.

## **CORRESPONDENCE TO THE TOWN COUNCIL**

None

## **CLOSING COMMENTS BY TOWN COUNCILORS**

Councilor Dumont and Councilor Sanders thanked Vice-Chair Burns for serving six years on the Council.

Newly elected Councilor Katanna Conley was present virtually. She was introduced by the Chair and said she is looking forward to serving and working with everyone on the Council.

Councilor Kiper praised the Stone Church for offering an opportunity to be outside during the pandemic. He would like them to be allowed to play music outside on the weekends until 8 or 9 PM. He stated that they've been a core part of the Town for many years and provide a great outlet to people during these unprecedented times.

Chair Weinstein said that she has organized a roadside cleanup for the past 6 or 7 years. This year the cleanup will be on April 25th from 12:00 PM to 4:00 PM. The Conservation Commission will also conduct a weeklong roadside cleanup. Both events are a great way to celebrate Earth Day (April 22nd).

Chair Weinstein spoke to the Town Manager about returning to in-person meetings. At some point, things will be getting back to normal and she would like feedback from the other Councilors of their thoughts, questions, or concerns on the topic. The Town Manager mentioned ordering plexiglass dividers for added protection. Chair Weinstein said that she wants to make sure everyone is comfortable with every procedure put into place.

Chief True said that things are slowly changing back to normal.

## **NEXT COUNCIL MEETING**

**April 7, 2021**

## **ADJOURNMENT**

Chair Weinstein adjourned the meeting at 8:18 PM without objection.

Respectfully submitted,  
Wendy Chase, Recording Secretary



Town Hall  
186 Main Street  
Newmarket, NH 03857

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

Founded December 15, 1727  
Chartered January 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

### **ATTACHMENTS:**

| Description                    | Upload Date | Type       |
|--------------------------------|-------------|------------|
| Town Manager's 4/7/2021 Report | 4/2/2021    | Cover Memo |

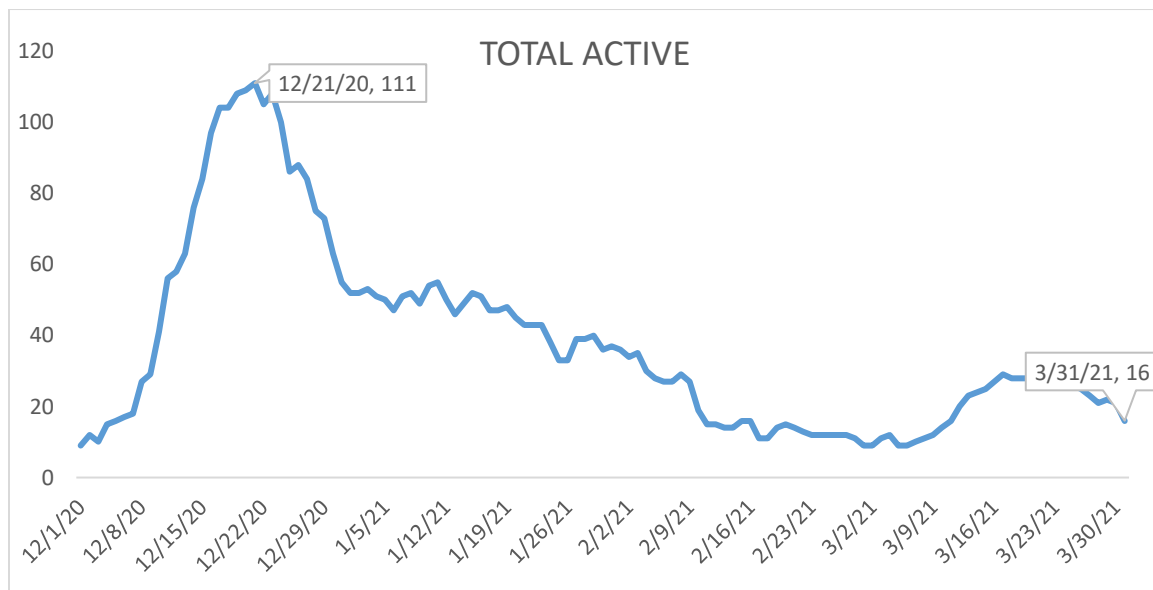


TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN MANAGER

**REPORT OF THE TOWN MANAGER**  
**April 7, 2021**

**COVID-19 Update:** As of March 31, we have 16 (0.2% of population) active cases, and 465 (5% of population) cumulative cases. Of these cases 14% of these cases were in an institutional setting.

We saw a brief increase in cases immediately following February Vacation/Spring Break. We are now back to normal levels.



**Vaccination:** As of April 1, 439,304 people in New Hampshire have received their first dose of the vaccination, and 222,732 or 16.4% are fully vaccinated. The State has opened vaccination to every adult on April 2.

As you know, we held a vaccination clinic for the school district on March 19. The second dose will be held on April 9. We are also working with Lamprey Health Care to help an underserved community by holding a special clinic for our Laotian community on April 15 at the Beech Street Center.

**HB111:** The House Judiciary Committee recently sent to the full house HB111 by a vote of 19-2. This bill is very concerning to municipalities because the bill eliminates all sovereign and municipal immunity and implicitly repeal the limits on state and municipal liability for damages. It would

subject countless municipal officials and employees to lawsuits for good-faith decisions made in the reasonable exercise of their discretion.

Under existing law, municipalities and their officials and employees are subject to liability for both negligent and intentional misconduct, but subject to various limitations and immunities.

This bill creates a cause of action “for an injury caused by an agent of the state or New Hampshire or a political subdivision in violation of a right under the laws or constitution of New Hampshire or the United States.” In such an action, “the court shall not be impeded by an invocation of a state agent’s defense or immunity.” The bill expressly supersedes all defenses and immunities contained in any other statute.

For example, a police officer arrests someone for violating a state law. The officer does everything exactly right, and the person clearly violated the statute; but the supreme court rules that the statute—enacted by this legislature—is unconstitutional because it violates the arrestee’s rights. Under HB 111, although the arresting officer did everything right, he is subject to liability. This will affect not only police officers, but any municipal employee or official—town manager, town councilor, building inspector, recreation director—who might innocently take an action that is subsequently determined to have violated someone’s rights.

In the past, some legislators have asked why municipalities should benefit from immunities that are not available to private businesses. The answer, as stated above, is that municipalities perform an array of services that no private business would ever consider: provide police and fire protection, build and maintain roads, dispose of trash, protect public health, provide ambulance service, inspect buildings, and run recreation programs, to name a few. But this bill does not merely eliminate immunities and subject municipalities to the same rules as private businesses. It goes much further, by depriving them of defenses that are available to other defendants and requiring them to pay the plaintiff’s attorney fees and litigation costs, a burden that is almost never placed on private defendants.

The consequences of this legislation will be extreme. Police departments already have trouble recruiting new officers, and municipalities have trouble finding people to serve in all kinds of positions. The prospect of being sued for every error in judgment or innocent mistake will exacerbate these problems. Litigation and insurance costs will rise, bringing property tax rates with them. Finally, municipalities may decide that it is simply not worth it to provide police protection or the many other services that will now subject them to lawsuits.

**Goal Setting Session:** The last few years, we have had a representative from Primex come in and assist the council with its annual goal setting session. I wanted to see if the council was interested in doing so again.

**Wildcat Transit:** I received a letter from UNH that at the end of academic year 2022, they will be terminating service to Newmarket. There has been a substantial decrease in ridership. In FY12, they had approximately 70,000 riders a year. In FY19, they had 15,000. This is showing the change in demographics of our community from a place where students lived, to a place where people are finding their first homes after college. They will be holding a virtual public hearing on April 5 and April 6.

**Retirement of Chief True:** It is with mixed feelings that I must inform you that Chief Kyle True has submitted his intent to retire to me this morning, effective May 29.

I had a conversation with him this morning, and after discussions with his wife and family he felt the time was right. He had been planning on doing so for some time. However, with the pandemic he decided to stay on longer.

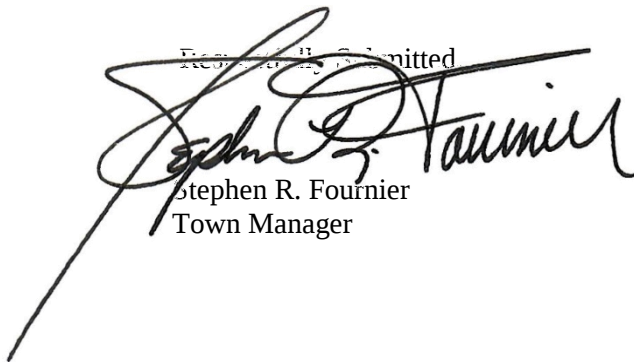
He and I have been discussing that this day would come eventually. I congratulate him on achieving this. He has dedicated his life to law enforcement, he deserves his time. He has done an enormous amount for this community, and personally I will miss his wise advice.

We are working on the transition period, and I will be advertising for the position shortly. Pursuant to the charter, it is the Town Manager's appointment, with confirmation by the Town Council.

**\*\*\*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. \*\*\***

**Solar Array:** We are currently working with legal counsel on right of ways and easement issues.

**Economic Development Plan:** No development.

A handwritten signature in black ink, appearing to read "Stephen R. Fournier", is written over a printed name and title. The signature is stylized with a large, sweeping initial 'S'.

Stephen R. Fournier  
Town Manager



**UNH Transportation Services**

Parking & Transit Center  
20 Sage Way  
Durham, NH 03824-3527

Transit: 603.862.2328  
Parking: 603.862.1010  
Fax: 603.862.2638  
TTY: 800.735.2964

[www.unh.edu/transportation](http://www.unh.edu/transportation)

To: Newmarket Town Manager Steve Fournier

RE: UNH Wildcat Transit – Route 5 (Newmarket-Durham) Service Changes

From: Beverly Cray, Manager Transportation Services

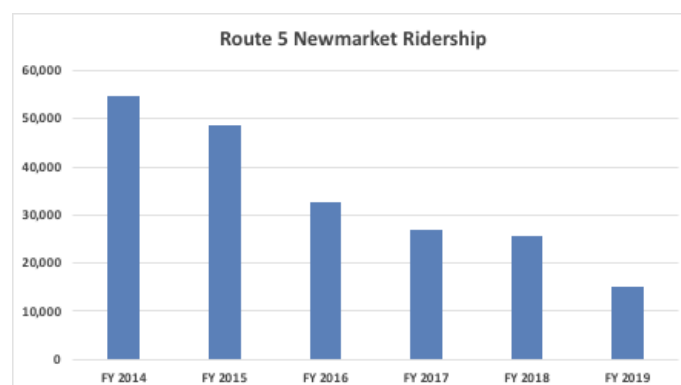
Date: March 3, 2021

Dear Mr. Fournier:

I write to inform you of planned changes in Wildcat Transit service to your community.

UNH has provided Wildcat Transit Route 5 service to Newmarket via NH 108 for more than 35 years. Ridership peaked in the early 2010s prior to the recent student housing boom in Durham, during which, over 2,500 beds were added. This student housing increase in Durham, along with the changing demographics of Newmarket, has resulted in a steady and precipitous decline in transit ridership between Newmarket and Durham over the past six years.

In FY11 and FY12, over 70,000 trips were made on the route. In FY 19 (pre-COVID) that ridership had decline to just above 15,000.



Our Transportation Policy Committee closely monitors ridership and has established a target benchmark of fourteen passengers per roundtrip run. Route 5, even with recent year adjustments, real time information services and route efficiency improvements, has declined to an average of fewer than 9 passengers/run (from peaks well above mid 20s/run in the early 2010s). Operating costs for this route are funded exclusively by the University community through fee support. In FY 2019, UNH spent over \$90,000 in operating costs on this route.

Given the past six years of precipitous drops in ridership, and the current financial challenges facing the University, the University can no longer justify the significant costs associated with this service.

Beginning this fall, UNH will operate basic (3 roundtrip) weekday service from Durham to Newmarket. This will continue through academic year '21-22 in order to provide community members time to adjust their housing accommodations and transportation options. **At the end of the academic year in mid-May 2022, Route 5 service will stop running completely.** UNH will continue to offer Wildcat Transit service to Dover and Portsmouth at service levels targeted to community demand.

UNH Transportation Services will host two virtual public outreach meetings in the next month regarding this service change. These hearings will be posted on the UNH Transit website <https://www.unh.edu/transportation/buses-shuttles> as well as to our transit advisory and student committees and route 5 passenger communities. We will send notice to your offices for posting in the town as well.

The University and Newmarket have a strong historic bond. Although we are sad to see the expected end of the UNH transit connection between our communities, we know that Durham and Newmarket remain close and interconnected in many other ways.

Sincerely,

Beverly Cray  
Manager  
UNH Transportation Services

cc: Todd Selig, Town Administrator, Town of Durham  
Colin Lentz , Strafford Regional Planning Commission  
Scott Bogle, Rockingham Planning Commission  
Fred Butler, NHDOT Bureau of Rail and Transit  
Rad Nichols, COAST  
Steve Pesci, Campus Planning  
Transportation Policy Committee and files



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:** April 7, 2021

**TITLE:** Resolution #2020/2021-38 - Tucker Well Final Design.

**PREPARED BY:** Sean T. Greig Environmental Services Director

**TOWN MANAGER'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution

**BACKGROUND:**

The Tucker Well is a permitted 275 gpm bedrock well. The well is needed to meet the Town's water needs. This project will construct a pumping station at the Tucker Well site, and install a watermain to connect the well to the new MacIntosh/Tucker Treatment Facility. Wright-Pierce has performed the preliminary engineering and pilot testing for the Tucker Well. The project is part of the Rural Development funding package.

**DISCUSSION:**

Does the Town Council authorize the Town Manager to enter into an agreement with Wright-Pierce to complete the design and bidding for the sum of \$270,500 for the Tucker Well Project?

**FISCAL IMPACT:**

This project is part of the water improvements that was voted on and passed by the Town. The Town has received a \$6.8M loan, 1.4M grant from rural development for the water projects.

**RECOMMENDATION:**

I recommend the Town Council authorize the Town Manager to enter into an agreement with Wright-Pierce to complete the design and bidding for the Tucker Well Project.

**ATTACHMENTS:**

| Description                                                      | Upload Date | Type       |
|------------------------------------------------------------------|-------------|------------|
| Engineer Agreement                                               | 3/5/2021    | Cover Memo |
| Resolution # 2020/2021 - 38 Tucker Well Engineering Final Design | 3/8/2021    | Cover Memo |

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

Copyright © 2014:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.

## TABLE OF CONTENTS

|                                                      | <u>Page</u> |
|------------------------------------------------------|-------------|
| ARTICLE 1 – SERVICES OF ENGINEER .....               | 1           |
| 1.01 Scope .....                                     | 1           |
| ARTICLE 2 – OWNER'S RESPONSIBILITIES .....           | 1           |
| 2.01 General.....                                    | 1           |
| ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....     | 2           |
| 3.01 Commencement .....                              | 2           |
| 3.02 Time for Completion .....                       | 2           |
| ARTICLE 4 – INVOICES AND PAYMENTS.....               | 2           |
| 4.01 Invoices .....                                  | 2           |
| 4.02 Payments.....                                   | 2           |
| ARTICLE 5 – OPINIONS OF COST.....                    | 3           |
| 5.01 Opinions of Probable Construction Cost.....     | 3           |
| 5.02 Designing to Construction Cost Limit .....      | 3           |
| 5.03 Opinions of Total Project Costs.....            | 3           |
| ARTICLE 6 – GENERAL CONSIDERATIONS.....              | 4           |
| 6.01 Standards of Performance.....                   | 4           |
| 6.02 Design Without Construction Phase Services..... | 5           |
| 6.03 Use of Documents.....                           | 6           |
| 6.04 Electronic Transmittals.....                    | 6           |
| 6.05 Insurance.....                                  | 7           |
| 6.06 Suspension and Termination .....                | 8           |
| 6.07 Controlling Law .....                           | 9           |
| 6.08 Successors, Assigns, and Beneficiaries.....     | 9           |
| 6.09 Dispute Resolution.....                         | 10          |
| 6.10 Environmental Condition of Site .....           | 10          |
| 6.11 Indemnification and Mutual Waiver .....         | 11          |
| 6.12 Records Retention.....                          | 12          |
| 6.13 Miscellaneous Provisions.....                   | 12          |
| ARTICLE 7 – DEFINITIONS .....                        | 12          |
| 7.01 Defined Terms .....                             | 12          |
| ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....    | 16          |
| 8.01 Exhibits Included:.....                         | 16          |
| 8.02 Total Agreement:.....                           | 17          |
| 8.03 Designated Representatives: .....               | 17          |
| 8.04 Engineer's Certifications:.....                 | 17          |

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 02/17/2021 ("Effective Date") between  
Town of Newmarket ("Owner") and  
Wright-Pierce ("Engineer").

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

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Design and Bidding Services  
as summarized in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

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

### 3.02 *Time for Completion*

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

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

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

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. *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.*

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. *Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development,*

*Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.*

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

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

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

## 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly

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

#### 6.03 *Use of Documents*

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

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ *may* jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

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

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

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

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

#### 6.07 *Controlling Law*

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

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

#### 6.09 *Dispute Resolution*

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

#### 6.10 *Environmental Condition of Site*

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

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

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

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

#### 6.12 *Records Retention*

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

#### 6.13 *Miscellaneous Provisions*

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

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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

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

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

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – *The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development. The New Hampshire Department of Environmental Services (NHDES) or any designated representative of NHDES.*

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. *[not used]*
- E. Exhibit E, Notice of Acceptability of Work. *[not used]*
- F. Exhibit F, Construction Cost Limit. *[not used]*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. *[not used]*
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. *[not used]*

#### 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.
- B. *The Engineer's Designated Representative shall be a "qualified project engineer" as defined in NHDES Rule Env-C 500, Prequalification of Engineers for Certain Projects.*
- C. *Any proposed change in identity of the Engineer's Designated Project Representative shall first be approved by the Agency before transfer of responsibility is made.*

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Federal Requirements

- A. *Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) 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 "Byrd anti-lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.*
- D. *Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.*

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

Owner: Town of Newmarket

Engineer: Wright-Pierce

By: \_\_\_\_\_  
Print name: Steve Fournier  
Title: Town Manager  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Richard N. Davee, PE  
Title: Senior Vice President  
Date Signed: 2/10/2021

Engineer License or Firm's Certificate No. (if required):  
12187  
State of: New Hampshire

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

4 Young Lane  
Newmarket, NH 03857  
Designated Representative (Paragraph 8.03.A):  
Sean Greig  
Title: Director of Environmental Services  
Phone Number: 603-659-8810 x 1501  
E-Mail Address: [sgreig@newmarketnh.gov](mailto:sgreig@newmarketnh.gov)

230 Commerce Way, Suite 302  
Portsmouth, NH 03801  
Designated Representative (Paragraph 8.03.A):  
Christopher D. Berg, PE  
Title: Senior Project Manager  
Phone Number: 603-570-7105  
E-Mail Address: [chris.berg@wright-pierce.com](mailto:chris.berg@wright-pierce.com)

This is EXHIBIT A, consisting of 17 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.

## 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 (N/A)~~

#### A1.02 ~~Preliminary Design Phase~~

~~A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
- ~~8. Obtain and review Owner's instructions 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. Also obtain and review copies of Owner's 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 or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. *Engineer must also incorporate Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.*~~
- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
  
*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.*  
  
*Funding/Financial Coordination — provide funding assistance to the Owner as required by Agency.*~~
- ~~10. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 75 days of authorization to proceed with this phase, and review them with Owner. 2 additional copies to be furnished to each Agency. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments. 2 additional copies to be furnished to each Agency.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare 90, and 100% final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables:
    - a. Tucker Well large groundwater withdrawal permit finalization, including pump test, piloting, wetland permit, river crossing, water quality sampling, and residential well monitoring during pump testing.
    - b. Prepare a wetland permit for anticipated construction within delineated wetland.

- c. Provide technical support to the Town during easement negotiations.
- 
- 10. Furnish for review by Owner, its legal counsel *and* Agency, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. 2 additional copies to be furnished to each Agency. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  - 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions. 2 additional copies to be furnished to each Agency.
  - 12. *Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents or request for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.*
  - 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 apply to this contract.*
- 
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner 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 *and all final design phase deliverables have been accepted by Owner.*

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### 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. *Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible. NHDES design review approval is required prior to issuance of addenda.*
  - 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.
  - 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. *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*

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. *Complete an analysis of the bids and provide a recommendation regarding award of contract. A copy of the bid analysis shall be furnished to the Agency. Prepare a request for authorization to award the construction contract for submission to the Agency, per Env-Wq 510.05 (d).*
  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: *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.*
  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.*
  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.*
- 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.~~

~~*The Agency shall be notified in writing of the name of the Resident Project Representative, and shall be provided with a brief history of the Resident Project Representative's construction experience per Env Wq 509.07. Any proposed change in identity of the Resident Project Representative shall first be approved by the NHDES before transfer of responsibility is made.*~~

- ~~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.~~
  - ~~c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.~~
- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or~~

whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. *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 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.* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance~~

with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

~~18. Substitutes and "Or equal": Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. 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.~~

~~19. Inspections and Tests:~~

- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
- ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
- ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~d. Receive and review all Manufacturers' 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.~~

~~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. (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.~~

~~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.~~

~~25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~a. Obtain the Contractors' Certification letter and copies of Manufacturers' 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.~~

~~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. Operation and maintenance manuals shall conform to Agency standards and be submitted to Agency for review and approval.*~~

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

#### ~~A1.06 *Post-Construction Phase*~~

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
N/A.~~

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

## PART 2 – ADDITIONAL SERVICES

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

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

- e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
  - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  - 10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  - ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner. [Deleted]~~
  - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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

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

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

---

Exhibit A – Engineer's Services

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

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

~~acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~

- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
- ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

This is EXHIBIT B, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.

## 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: N/A.

- B2.02 *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.*

This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.

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 \$270,500 based on the following estimated distribution of compensation:

|                                        |           |
|----------------------------------------|-----------|
| a. <del>Study and Report Phase</del>   | \$0       |
| b. <del>Preliminary Design Phase</del> | \$0       |
| c. Final Design Phase                  | \$261,000 |
| d. Bidding or Negotiating Phase        | \$9,500   |
| e. <del>Construction Phase</del>       | \$[0]     |
| f. <del>Post-Construction Phase</del>  | \$0       |
  5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, *by Amendment with*

~~approval by the Owner and Agency. 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 09/24/19) to reflect equitable changes in the compensation payable to Engineer, ~~by Amendment with approval by the Owner and Agency. Changes will not be effective unless and until concurred in by the Owner and Agency.~~

#### C2.02 Compensation For Reimbursable Expenses

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

#### C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

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

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

---

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

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

---

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

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$\_\_\_\_\_ based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a \_\_\_\_\_ working-day construction schedule.~~
- ~~2. 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 \$125.00 per 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 09/24/19) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.~~

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

---

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—  
Standard Hourly Rates Method of Payment.

- ~~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 1.10.~~
- ~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
- ~~3. *Estimated Compensation Amounts:*~~
  - ~~a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
  - ~~b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~
- ~~4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost at no cost.~~

COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates

---

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

~~C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment~~

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph ~~A2.01.A.20~~ A2.01.A.24, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) 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 Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

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 Additional 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 categories: 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.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.00.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 09/24/19) to reflect equitable changes in the compensation payable to Engineer. *Changes will not be effective unless and until concurred in by the Owner and Agency.*

C. *Other Provisions Concerning Payment for Additional Services:*

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 1.10.

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. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ *at no cost*.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021 .

## 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:

| Description                | Job Cost Rate Per Unit |
|----------------------------|------------------------|
| Mileage                    | IRS Rate               |
| Vehicle Rentals            | At Cost                |
| Meals and Tips             | At Cost                |
| Room                       | At Cost                |
| Field Phone                | At Cost                |
| Misc. Fees                 | At Cost                |
| Cadd Bond                  | \$.15/sq. ft.          |
| Mylar                      | \$1.00 sq. ft.         |
| Photocopies                | \$.10/copy             |
| Printing/Reproduction Cost | At Cost                |
| Total Station Equipment    | \$10.00/hour           |
| Survey Auto Level          | \$5.00/day             |
| Other Survey Equipment     | \$15.00/day            |
| Grade Stakes               | \$.45/each             |
| Monuments                  | At Cost                |
| Field Notebooks            | \$10.00/each           |
| Other Field Supplies       | At Cost                |
| Other Office Supplies      | At Cost                |
| Postage                    | At Cost                |
| Subcontracts               | 1.1 x Cost             |

This is Appendix 2 to EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021 .

## 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:

| Accounting/Billing Classification           | Hourly Billing Rate (Range) |
|---------------------------------------------|-----------------------------|
| Principal / Engineering Manager             | \$ 190.96 - \$ 227.92       |
| Project Manager and Senior Project Engineer | \$ 126.28 - \$ 194.04       |
| Project Engineer                            | \$ 77.80 - \$ 143.84        |
| Project Architect                           | \$ 123.20 - \$ 150.92       |
| Resident Project Representative             | \$ 104.72 - \$ 179.72       |
| Senior Engineering Technician               | \$ 92.40 - \$ 144.76        |
| Engineering Technician                      | \$ 55.44 - \$ 91.35         |
| GIS Technician                              | \$ 80.97 - \$ 97.27         |
| Architectural Technician                    | \$ 74.38 - \$ 91.50         |
| Office Assistant/Word Processor             | \$ 52.36 - \$ 109.96        |

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.

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

---

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

### ~~ARTICLE 1 SERVICES OF ENGINEER~~

#### ~~D1.01 Resident Project Representative~~

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

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

4. ~~Safety Compliance:~~ Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. ~~Liaison:~~

a. ~~Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.~~

b. ~~Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~

c. ~~Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~

6. ~~Clarifications and Interpretations:~~ Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. ~~Shop Drawings and Samples:~~

a. ~~Record date of receipt of Samples and Contractor approved Shop Drawings.~~

b. ~~Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~

c. ~~Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.~~

8. ~~Proposed Modifications:~~ Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. ~~Review of Work; Defective Work:~~

a. ~~Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,~~

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

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

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

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

~~11. Records:~~

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

- d. ~~Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- e. ~~Maintain records for use in preparing Project documentation.~~
- f. ~~Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~
- g. ~~Maintain all Manufacturers' 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.~~

~~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.~~

This is EXHIBIT E, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.



~~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:~~

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

## Construction Cost Limit

---

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### F5.02 ~~Designing to Construction Cost Limit~~

- A. ~~Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[ ].~~
- B. ~~A bidding or negotiating contingency of [ ] percent will be added to any Construction Cost limit established.~~
- C. ~~The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- D. ~~Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- E. ~~If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- F. ~~If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021.

## Insurance

---

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

### G6.05 Insurance

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$[ 500,000 ]
  - 2) Bodily injury by disease, each employee: \$[ 500,000 ]
  - 3) Bodily injury/disease, aggregate: \$[ 500,000 ]
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$[ 1,000,000 ]
  - 2) General Aggregate: \$[ 2,000,000 ]
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$[ 1,000,000 ]
  - 2) General Aggregate: \$[ 2,000,000 ]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$[ 1,000,000 ]
- f. Professional Liability --
  - 1) Each Claim Made \$[ 1,000,000 ]
  - 2) Annual Aggregate \$[ 1,000,000 ]
- g. Other (specify): \$[ ]

2. By Owner:

- a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident:                      \$[ 500,000    ]
- 2) Bodily injury by disease, each employee:        \$[ 500,000    ]
- 3) Bodily injury/disease, aggregate:                \$[ 500,000    ]

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$[ 1,000,000    ]
- 2) General Aggregate:                                              \$[ 2,000,000    ]

d. Excess or Umbrella Liability --

- 1) Per Occurrence:                                              \$[ 1,000,000    ]
- 2) General Aggregate:                                              \$[ 2,000,000    ]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$[ 1,000,000    ]

f. Other (specify):

\$[            ]

B. *Additional Insureds:*

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Wright-Pierce  
Engineer

b. S.W. Cole  
Engineer's Consultant

c. West Environmental  
Engineer's Consultant

d. Doucet Survey, LLC.  
Engineer's Consultant

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

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

This is EXHIBIT H, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/17/2021p.

## 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 a mutually agreed upon party. 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.

~~{or}~~

- ~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the insert the name of a specified arbitration service or organization here rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the specified arbitration service or organization. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[ ] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[ ] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[ ] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of~~

~~the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is EXHIBIT I, consisting of [ ] pages, 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~~

~~[NOTE TO USER: Select one of the three alternatives listed below for I6.11. A.1]~~

- ~~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 \$[ ] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

---

~~[or]~~

---

- ~~1. *Engineer's Liability Limited to 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 claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, 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 compensation received by Engineer under this Agreement.~~

---

~~[or]~~

---

- ~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent~~

permitted by Laws and Regulations, 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 claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, 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 (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then 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 such uninsured Owner's Claims shall not exceed \$[\_\_\_\_\_].

---

~~[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages:~~ To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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, including but not limited to:

~~[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]~~

~~[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$\_\_\_\_\_."]~~

---

~~[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement~~

~~Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 16.11.B.]~~

- ~~B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is EXHIBIT J, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 09/24/19.

## Special Provisions

---

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

- Bulletin 1780-26, Exhibit C (RUS Certification Page) is required as part of this Agreement.

~~INSERT RUS CERTIFICATION~~

~~INSERT RUS CERTIFICATION~~

This is EXHIBIT K, consisting of [ ] 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:~~

|                                             |                  |                     |
|---------------------------------------------|------------------|---------------------|
| <del>Original agreement amount:</del>       | <del>_____</del> | <del>\$ _____</del> |
| <del>Net change for prior amendments:</del> | <del>_____</del> | <del>\$ _____</del> |
| <del>This amendment amount:</del>           | <del>_____</del> | <del>\$ _____</del> |
| <del>Adjusted Agreement amount:</del>       | <del>_____</del> | <del>\$ _____</del> |

~~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: \_\_\_\_\_

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2020/2021-38**  
**Tucker Well Final Design and Bidding**

- WHEREAS:** The Town has purchased, developed, and permitted the Tucker Well; and
- WHEREAS:** The Town needs the Tucker Well to meet its water needs; and
- WHEREAS:** The Town has acquired funds from Rural Development to design and construct the Tucker Well; and
- WHEREAS:** Wright-Pierce has performed the pilot testing and the preliminary engineering for the Tucker Well.

**NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:** The Newmarket Town Council authorizes the Town manager to enter into an agreement with Wright-Pierce to complete the final design and bidding for the Tucker Well for the sum of \$270,500.

*First Reading: March 17, 2021*

*Second Reading: April 7, 2021*

*Approval: April 7, 2021*

| VOTING RECORD            |     |    |         |
|--------------------------|-----|----|---------|
| Date of Vote:            | YES | NO | ABSTAIN |
| Councilor Megan Brabec   |     |    |         |
| Councilor Helen Sanders  |     |    |         |
| Councilor Zachary Dumont |     |    |         |
| Councilor Jon Kiper      |     |    |         |

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Councilor Scott Blackstone        |  |  |  |
| Vice Chair Amy Burns              |  |  |  |
| Chair Toni Weinstein              |  |  |  |
| Total Votes:                      |  |  |  |
| Resolution: Does   Does Not pass. |  |  |  |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



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:** April 7, 2021

**TITLE:** Resolution #2020/2021-39 - Dewatering Improvements

**PREPARED BY:** Sean T. Greig Environmental Services Director

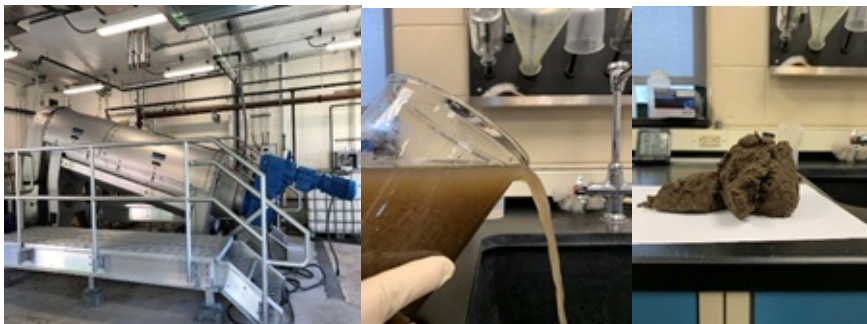
**TOWN MANAGER'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution

**BACKGROUND:**

The Newmarket Wastewater Treatment Facility (WWTF) treats approximately 170 million gallons of wastewater per year. The by-product of the treatment process is primary and secondary solids. The treatment process generates approximately 5.8 million gallons per year of one half of one percent secondary solids. WWTF staff processes the secondary solids with the Huber screw press. The screw press operates an average of 46 hours per week, and will dry the solids from 0.005% to 17-18% solids. Operating with the primary clarifiers on-line, we are able to blend the primary and secondary solids to feed the press at 1.6% and produce a final solids of 26.8%.

Huber Screw Press      0.005% Secondary solids    17% Sludge Cake



The town generates approximately 750 tons of 17-18% solids that are sent to the Turnkey Landfill. The Waste Management contract expires on December 31, 2021. Recent sludge disposal contracts are 30% higher than Newmarket's. It's continually getting more costly and difficult to dispose of WWTF plant solids. Several years ago the department began looking for ways to improve the WWTF dewatering process to reduce costs. It was determined that the Huber S-Disc Thickener could reduce equipment runtimes and total

volume of dewatered cake that would need to go to the landfill resulting in overall cost savings. The Huber S-Disc thickener was selected to be piloted due to its ease of operation, low cost to operate, performance, low cost to install, and no additional buildings are needed.

The initial pilot was set up on May 25, 2019, and operated for 10 days in June. The initial pilot was successful, but the process could not be fully optimized. Staff had problems with the polymer feed unit. The initial pilot was able to produce and feed a 1.41% secondary solids to the Huber screw press which resulted in a 21.9% sludge cake. Underwood Engineers calculated a 10.8 year payback based on the data collected during a 10 day period from June 3, 2019 through June 13, 2019. Staff continued to operate the pilot unit for a couple of days beyond June 13, 2019, and were able to achieve primary and secondary blended solids processed to a 32% sludge cake. as compared to 26.8% final sludge cake using the screw press with no thickener.

#### Huber S-Disc Thickener Pilot



It was decided to conduct a second pilot to try a few different operational scenarios and to confirm the first pilot's results. The second pilot was conducted over a three week period in May 2020. Town staff operated the thickener to create a thickened 1.5% secondary solid that was feed to the screw press that resulted in a 22% sludge cake. Town staff tracked water and polymer use, manpower, disposal and hauling costs, and equipment runtimes. The second pilot produced more consistent data.

The information was supplied to Wright-Pierce to review and calculate potential annual O&M savings and overall payback. Wright-Pierce's calculations resulted in an annual savings of \$46,456 in 2020 dollars. As compared to Underwood's calculated annual savings of \$46,900 for the first pilot. The estimated cost to design, purchase, and install the thickener is \$400,000 to \$480,000 with an 8.6 to 10.3 year payback. The payback is calculated on a worst case scenario.

#### Wright-Pierce Conclusions and Recommendation

Based on the results of the two pilot studies, it is proven that increasing the percent feed solids to the Huber screw press by adding a Huber S-thickener results in decreased utility usage and sludge disposal costs across the board. These savings are only increased when primary sludge is introduced to the system. As flows increase and more primary sludge becomes available. In addition, the volatility of future sludge cake disposal is also a critical unknown. Any increases in hauling and/or disposal costs will also further decrease the calculated payback period.

Installing the thickener will also increase the WWTF's sludge storage capacity from 12 to 25 days. This will allow personnel more flexibility, and more time to make repairs to the Huber screw press.

The thickener will be used to empty aeration basins for maintenance. This will result in reduced manpower for this work, and the treatment process operates and performs better with better effluent water quality results.

#### **DISCUSSION:**

Does the Town Council approve the Town Manager to enter into an agreement with Wright-Pierce to Complete the design and bidding for the Huber thickener dewatering improvements at the WWTF for the sum of \$65,140.

#### **FISCAL IMPACT:**

Sewer Capital Reserve funds would be used for this project. There is an estimated 8-10 year payback based on today's costs. The dewatering equipment has a 20-year life.

**RECOMMENDATION:**

I recommend the Town Council authorize the Town Manager to enter into an agreement with Wright-Pierce to complete the design and bidding for this dewatering project. I recommend the Town Council authorize the withdrawal of \$65,140 from the Sewer Capital Reserve Fund for this project.

**ATTACHMENTS:**

| Description                                                         | Upload Date | Type       |
|---------------------------------------------------------------------|-------------|------------|
| Resolution # 2020/2021 - 39 Dewatering Improvements Huber Thickener | 3/8/2021    | Cover Memo |
| Thickener Upgrade Agreement                                         | 3/5/2021    | Cover Memo |
| Huber Thickener Pilot                                               | 3/8/2021    | Cover Memo |

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2020/2021-39**  
**Dewatering Improvements at the WWTF**

- WHEREAS:** The Environmental Services Department piloted a Huber S-Disc Thickener in 2019 and 2020; and
- WHEREAS:** The Huber S-Disc Thickener Pilot demonstrated that it would reduce electrical, water consumption, polymer, solids hauling and disposal, maintenance, and manpower costs; and
- WHEREAS:** The improvements will also improve needed solids storage capacity, and reduce primary solids odors; and
- WHEREAS:** The payback is 8 to 10 years based on 2020 costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:** The Newmarket Town Council approves the Town Manager to enter into an agreement with Wright-Pierce to design and bid the dewatering improvements for the sum of \$65,140. The Newmarket Town Council authorizes \$65,140 to be withdrawn from sewer capital Reserves for the Dewatering Improvements Project.

*First Reading: March 17, 2021*

*Second Reading: April 7, 2021*

*Approval: April 7, 2021*

| VOTING RECORD           |     |    |         |
|-------------------------|-----|----|---------|
| Date of Vote:           | YES | NO | ABSTAIN |
| Councilor Megan Brabec  |     |    |         |
| Councilor Helen Sanders |     |    |         |

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Councilor Zachary Dumont          |  |  |  |
| Councilor Jon Kiper               |  |  |  |
| Councilor Scott Blackstone        |  |  |  |
| Vice Chair Amy Burns              |  |  |  |
| Chair Toni Weinstein              |  |  |  |
| Total Votes:                      |  |  |  |
| Resolution: Does   Does Not pass. |  |  |  |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk

**AGREEMENT BETWEEN**  
**TOWN OF NEWMARKET, NH**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**SLUDGE THICKENER UPGRADE PROJECT**

**TABLE OF CONTENTS**

|                                                                    |          |
|--------------------------------------------------------------------|----------|
|                                                                    | Page No. |
| IDENTIFICATION OF THE PARTIES AND DESCRIPTION OF THE PROJECT ..... | 2        |
| SECTION 1 - SCOPE OF SERVICES .....                                | 2        |
| SECTION 2 - COMPENSATION .....                                     | 3        |

EXHIBIT A – SCHEDULE OF TERMS AND CONDITIONS

EXHIBIT B – SCOPE, FEE, AND SCHEDULE

EXHIBIT C

|                 |       |       |       |
|-----------------|-------|-------|-------|
| Amendment No. 1 | _____ | dated | _____ |
| Amendment No. 2 | _____ | dated | _____ |
| Amendment No. 3 | _____ | dated | _____ |
| Amendment No. 4 | _____ | dated | _____ |

**AGREEMENT BETWEEN**  
**TOWN OF NEWMARKET, NH**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**SLUDGE THICKENER UPGRADE PROJECT**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 20\_\_ between TOWN OF NEWMARKET, NH ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to complete the preliminary design, final design, and bidding services for a new sludge thickener and associated appurtenances (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

**SECTION 1 - SCOPE OF SERVICES**

See Exhibit B for detailed scope, schedule, and fee for Items I and II below.

**I. Design Phase.**

ENGINEER shall prepare Preliminary Design documents consisting of a narrative description of the project, final design criteria, preliminary drawings and cost estimate.

After acceptance by CLIENT of the Preliminary Design documents and revised Construction Cost estimate and indication of any specific modifications or changes in the scope of the Project desired by CLIENT, and upon written authorization from CLIENT, ENGINEER shall Prepare construction Contract Documents in the form of final Drawings and Specifications.

**II. Bidding Phase**

During the Bidding phase, ENGINEER shall perform the following services:

- A. Make such revisions to the construction Contract Documents as may be necessary to comply with Federal, State or CLIENT requirements.
- B. Assist in advertising for bids for the construction contract in appropriate newspapers and with the usual construction industry bidding information services. Costs for advertising is the responsibility of the CLIENT.
- C. Print and distribute bidding documents.

- D. Respond to bidders' questions.
- E. Prepare for and attend one pre-bid conference.
- F. Prepare any required addenda to the bid documents.
- G. Attend one bid opening for the construction contract.
- H. Review all bids and prepare bid tabulation.
- I. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award.

### **III. Additional Services.**

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

## **SECTION 2 - COMPENSATION**

### **I. Payments to ENGINEER**

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items described in Exhibit B, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses. Total estimated compensation for this Scope Item is \$65,140.00. The Standard Billing Rates and Reimbursable Expenses may be adjusted annually as needed to reflect equitable changes in the compensation payable to ENGINEER.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

This Agreement (consisting of pages 1 to 4 plus Exhibits A, Exhibit B) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
WRIGHT-PIERCE  
\_\_\_\_\_  
11 Bowdoin Mill Island, Suite 140  
\_\_\_\_\_  
Topsham, Maine 04086  
\_\_\_\_\_

**SCHEDULE OF TERMS AND CONDITIONS**  
**FOR**  
**AGREEMENT BETWEEN**  
**"CLIENT"**  
**AND**  
**“ENGINEER” (WRIGHT-PIERCE)**

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
**(CLIENT IS OWNER)**  
**TABLE OF CONTENTS**

|             |                                                                           |
|-------------|---------------------------------------------------------------------------|
| <b>1.0</b>  | <b>Standard of Care</b>                                                   |
| <b>2.0</b>  | <b>Client's Responsibilities</b>                                          |
| <b>3.0</b>  | <b>Reuse of Documents, Records</b>                                        |
| 3.1.        | Documents are Instruments of ENGINEER's Service                           |
| 3.2.        | Records Retention/Access to Records                                       |
| 3.3.        | Electronic Transmittals                                                   |
| <b>4.0</b>  | <b>Third Party Information</b>                                            |
| <b>5.0</b>  | <b>Estimates of Cost</b>                                                  |
| <b>6.0</b>  | <b>Allocation of Risks</b>                                                |
| 6.1.        | ENGINEER shall Indemnify CLIENT                                           |
| 6.2.        | CLIENT shall Indemnify ENGINEER                                           |
| 6.3.        | CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste     |
| 6.4.        | ENGINEER's Liability Limited to Amount of Insurance Proceeds              |
| 6.5.        | Exclusion of Special, Incidental, Indirect and Consequential Damages      |
| 6.6.        | Limitation of ENGINEER's Liability on Comparative Negligence Basis        |
| 6.7.        | Florida Individual Liability Statute                                      |
| <b>7.0</b>  | <b>Insurance</b>                                                          |
| 7.1.        | ENGINEER's Insurance                                                      |
| 7.2.        | CLIENT's Insurance and Contractor's Insurance                             |
| 7.3.        | Additional Insurance                                                      |
| <b>8.0</b>  | <b>Subsurface Conditions</b>                                              |
| 8.1         | Interpretations and Recommendations Based Solely on Information Available |
| 8.2         | Utilities                                                                 |
| <b>9.0</b>  | <b>Independent Contractors</b>                                            |
| <b>10.0</b> | <b>Compensation</b>                                                       |
| 10.1        | Direct Labor Costs                                                        |
| 10.2        | Standard Billing Rates                                                    |
| 10.3        | Reimbursable Expenses                                                     |
| 10.4        | Invoices/Late Payment                                                     |
| 10.5        | Professional Services Taxes                                               |
| <b>11.0</b> | <b>Controlling Law</b>                                                    |
| <b>12.0</b> | <b>Financial Advisor</b>                                                  |
| <b>13.0</b> | <b>Dispute Resolution</b>                                                 |
| <b>14.0</b> | <b>Notices</b>                                                            |
| <b>15.0</b> | <b>Precedence</b>                                                         |
| <b>16.0</b> | <b>Severability</b>                                                       |
| <b>17.0</b> | <b>Successors and Assigns</b>                                             |
| <b>18.0</b> | <b>Survival</b>                                                           |
| <b>19.0</b> | <b>Termination</b>                                                        |
| 19.1.       | For cause                                                                 |
| 19.2.       | By ENGINEER                                                               |
| 19.3.       | For convenience                                                           |
| 19.4.       | ENGINEER's Compensation                                                   |
| <b>20.0</b> | <b>Equal Employment Opportunity</b>                                       |

**EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS  
(CLIENT IS OWNER)**

**1.0 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 ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2.0 Client's Responsibilities**

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

**3.0 Reuse of Documents, Records**

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

**4.0 Third Party Information**

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

## **5.0 Estimates of Cost**

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

### **6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence**

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

### **6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence**

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

### **6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste**

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

### **6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

### **6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

### **6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis**

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

### **6.7. Florida Individual Liability Statute**

FOR PROJECTS PERFORMED IN THE STATE OF FLORIDA, PERUSANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

## **7.0 Insurance**

### **7.1. ENGINEER's Insurance**

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

### **7.2. CLIENT's Insurance and Contractor's Insurance**

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

### **7.3. Additional Insurance**

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

## **8.0 Subsurface Conditions**

### **8.1 Interpretations and Recommendations Based Solely on Information Available.**

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and

recommendations, but neither shall be responsible for the interpretation by others of the information developed.

### **8.2 Utilities**

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

## **9.0 Independent Contractors**

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

## **10.0 Compensation**

### **10.1. Direct Labor Costs**

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

### **10.2. Standard Billing Rates**

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

### **10.3. Reimbursable Expenses**

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

### **10.4. Invoices/Late Payment**

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

### **10.5. Professional Services Taxes**

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

#### **11.0 Controlling Law**

This Agreement is to be governed by the laws of the State of New Hampshire. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

#### **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. 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.

#### **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

#### **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who 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.

#### **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party

of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

#### **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

#### **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

##### **19.1 For cause**

For cause by either party upon thirty 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. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-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 from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

##### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

##### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

##### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

#### **20.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former

patient of a state institution except where based on a bona fide occupational qualification.

## **EXHIBIT B**

### **TOWN OF NEWMARKET, NEW HAMPSHIRE SLUDGE THICKENER UPGRADES DESIGN & BIDDING PHASE ENGINEERING SERVICES**

#### **SCOPE OF WORK:**

This scope of work is for preliminary design, final design, and bidding phases for an upgrade to the Newmarket Wastewater Treatment Facility's (WWTF) sludge dewatering facilities. The basis for these services will be the Solids Thickener Conceptual Design Memorandum by Wright-Pierce (October 2020).

#### **I. Preliminary Design:**

In this phase, Wright-Pierce will build upon the Conceptual Design Memorandum to develop a Preliminary Design Memorandum (PDM) for the proposed disc thickener upgrade. The PDM will summarize the preliminary design efforts for the selected technology and will outline specific scope for the final design. Wright-Pierce will work closely with the Town to incorporate design details tailored to the Town's operational needs and preferences. The PDM will summarize the design efforts and decisions. The Preliminary Design phase shall consist of the following scope items:

1. Conduct one site visit to the work site with appropriate project team members for data collection, observation/evaluation of equipment and structures and meetings with the OWNER. This shall include as appropriate structural, architectural, HVAC, instrumentation and electrical disciplines.
2. Equipment will be sized and final design criteria will be developed for the following unit processes:
  - a. Disc Thickener & Flocculator – Confirm process equipment sizing criteria based on the Conceptual Design Memorandum and provide additional coordination as needed with equipment manufacturers. Develop a detailed layout plan for the disc thickener and flocculator. Evaluate options for equipment support systems including but not limited to: process water source (potable vs. plant water), filtrate routing (gravity sewer vs. sump pumping), control panel locations, and process piping configurations. Assess the necessary modifications related to architectural, structural, HVAC, mechanical, instrumentation and electrical design considerations.

- b. Polymer Feed System – Confirm process and equipment sizing criteria based on the Conceptual Design Memorandum. Coordinate with disc thickener equipment manufacturer to confirm proposed polymer system sizing requirements based on desired performance. Evaluate instrumentation and electrical needs for the polymer feed system.
  - c. Sludge Feed Pumps and Piping – Once the desired sludge handling configuration has been confirmed with the OWNER, develop a detailed layout plan for both the unthickened waste activated sludge feed pump and the thickened waste activated sludge pump. Establish the design criteria, unit processes sizing, redundancy, and materials of construction. Determine the piping modifications needed to accommodate any proposed sludge storage tank and thickening feed pump modifications. Evaluate instrumentation and electrical needs for the new thin and thickened sludge feed pumping system.
  - d. Sludge Holding Tank – Based on results of Concept Design Memorandum and proposed preliminary piping modifications, develop detailed plan for any proposed feed piping within the existing tank as well as any potential upgrades to the tank mixing system to accommodate to modified process.
  - e. Sludge Grinder System – Develop design criteria for a new sludge grinder proposed on the suction line for sludge holding tank #2. Evaluate instrumentation and electrical needs for the new grinder system.
3. Provide preliminary design drawings (30%), including building layouts, site layouts, and piping modifications.
  4. Determine constructability issues of proposed improvements. Evaluate options for maintaining dewatering facilities while the new equipment is being installed and brought into service.
  5. Prepare an updated construction cost estimate.
  6. Refine the project schedule for design, bidding, and construction
  7. Summarize results of the Preliminary Design in brief draft PDM with 30% Drawing Set to the OWNER.
  8. Prepare for and attend one meeting to discuss draft PDM comments with the OWNER. Incorporate OWNER'S comments.

## **II. Final Design:**

Based on the agreed-upon PDM for the new sludge disc thickener system and appurtenances, ENGINEER shall proceed with development of plans, specifications, bidding and contract documents. The final design will include the following scope items:

1. Prepare drawings, specifications and other contract documents OWNER bidding and constructing the project in accordance with the Town's requirements. It is assumed that the Engineer Joint Contract Documents (EJCDC, 2018) will be utilized for this project.
2. Assist the Town, as needed, in obtaining regulatory approval of the project. Documents will be provided as needed to meet submission requirements for NHDES approvals as needed. Based on discussions with the Town, it is understood that this project will not be funded through NHDES or USDA-RD funding sources.
3. Provide copies of progress plans and specifications at the 90% milestones to the Town and NHDES for review and comment. Meet with the Town to discuss comments, review implications of changes and to incorporate review comments as appropriate. These progress submittals will include all discipline plans to date and the technical and non-technical specifications to date.
4. All comments from NHDES and OWNER on 90% regulatory submittal shall be incorporated into the 100% bid-ready documents.
5. Prepare updates to the construction cost estimate at the 90% and 100% milestones.

### **III. Bidding Services:**

Based on the agreed-upon 100% Contract Document set for the disc thickener system and appurtenances, ENGINEER shall proceed with assisting the Town in publicly bidding the project:

1. Make such revisions to the construction Contract Documents as may be necessary to comply with Federal, State or OWNER requirements.
2. Assist in advertising for bids for the construction contract in appropriate newspapers and with the usual construction industry bidding information services. Costs for publishing the advertisements are not included herein.
3. Print and distribute bidding documents.
4. Respond to bidders' questions.
5. Prepare for and attend separate pre-bid conferences to be held on the same day in Exeter. Notify bidders of the conference.
6. Prepare any required addenda to the bid documents.
7. Attend one bid opening for the construction contract.
8. Review all bids and prepare bid tabulation.

9. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award.
10. Prepare the required number of sets of construction Contract Documents for signing.
11. The length of the Bidding Phase is assumed to be 30 days.

#### **IV. Additional Services:**

1. *Direct Purchase Coordination* – Based on the PDM approval, the ENGINEER shall assist the OWNER in developing and negotiating the final scope for the direct purchase of the selected disc thickener package.

**V. Subcontractor Allowance Items:** No subcontractor fees are included in the proposed scope.

#### **VI. Project Schedule**

The following table outlines the proposed schedule Tasks I – V above.

| Tasks                                 | Days from Notice to Proceed* |
|---------------------------------------|------------------------------|
| Task I: Preliminary Design Memorandum | 100 days*                    |
| Task II: Final Design:                |                              |
| 2. 90% Submittal Set                  | 160 days                     |
| 3. 100% Bidding Set                   | 190 days                     |
| Task III: Bidding Services            | 220 days                     |

\* This schedule is dependent on a number of factors including, but not limited to, timely funding agency and Town reviews and timely coordination of the Direct Purchase package identified in part IV.

#### **VII. Summary of Costs**

See Attachment B for a summary of detailed costs.

**ATTACHMENT B**  
**NEWMARKET, NH**  
**SLUDGE DISC THICKENER DESIGN AND BIDDING SERVICES**  
**ESTIMATE FOR PROFESSIONAL ENGINEERING SERVICES**

| TASK DESCRIPTION                                  |                                                                                                                                                                                                                                                                                                                                                           | TOTAL            |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|                                                   |                                                                                                                                                                                                                                                                                                                                                           |                  |
| <b>Task I: Sludge Thickener - Project Kickoff</b> |                                                                                                                                                                                                                                                                                                                                                           |                  |
| a                                                 | Review Existing Data & Memoranda                                                                                                                                                                                                                                                                                                                          |                  |
| b                                                 | Site Visit and Project Kickoff Meeting                                                                                                                                                                                                                                                                                                                    |                  |
|                                                   |                                                                                                                                                                                                                                                                                                                                                           |                  |
| <b>Task II: Preliminary Design</b>                |                                                                                                                                                                                                                                                                                                                                                           |                  |
| a                                                 | Develop Preliminary Design Technical Memorandum, 30% Drawings<br>Basis of Design for Huber S-Thickener<br>Basis of Design for Thin Sludge Feed Pump<br>Basis of Design for Thickened Sludge Pump<br>Basis of Design for Polymer System<br>Basis of Design for Grinder<br>Preliminary Design Layout Drawings, 30%<br>Building Services Technical Memoranda |                  |
| b                                                 | Client Submittal Review, 30% Review                                                                                                                                                                                                                                                                                                                       |                  |
|                                                   | <b>Subtotal</b>                                                                                                                                                                                                                                                                                                                                           | <b>\$ 20,050</b> |
| <b>Task III: Final Design Phase</b>               |                                                                                                                                                                                                                                                                                                                                                           |                  |
| a                                                 | Final Design Kick-off & Internal Status Meetings                                                                                                                                                                                                                                                                                                          |                  |
| b                                                 | Direct Purchase Coordination - Huber Package                                                                                                                                                                                                                                                                                                              |                  |
| c                                                 | 90% Submission, NHDES & Town Review                                                                                                                                                                                                                                                                                                                       |                  |
| d                                                 | 100% Submission to Town                                                                                                                                                                                                                                                                                                                                   |                  |
| e                                                 | Client Submittal Meetings                                                                                                                                                                                                                                                                                                                                 |                  |
|                                                   | <b>Subtotal</b>                                                                                                                                                                                                                                                                                                                                           | <b>\$ 32,360</b> |
| <b>Task IV: Bidding Phase</b>                     |                                                                                                                                                                                                                                                                                                                                                           |                  |
| a                                                 | Prepare Bid Package                                                                                                                                                                                                                                                                                                                                       |                  |
| b                                                 | Respond to Bid Questions                                                                                                                                                                                                                                                                                                                                  |                  |
| c                                                 | Pre-Bid Meeting                                                                                                                                                                                                                                                                                                                                           |                  |
| d                                                 | Bid Tab/Evaluation/Recommendation                                                                                                                                                                                                                                                                                                                         |                  |
|                                                   | <b>Subtotal</b>                                                                                                                                                                                                                                                                                                                                           | <b>\$ 12,730</b> |
| <b>Total Design and Bidding Phases</b>            |                                                                                                                                                                                                                                                                                                                                                           | <b>\$ 65,140</b> |

The Newmarket Wastewater Treatment Facility (WWTF) treats approximately 170 million gallons of wastewater per year. The by-product of the treatment process is primary and secondary solids. The treatment process generates approximately 5.8 million gallons per year of one half of one percent secondary solids. WWTF staff processes the secondary solids with the Huber screw press. The screw press operates an average of 46 hours per week, and will dry the solids from 0.005% to 17-18% solids. Operating with the primary clarifiers on-line, we are able to blend the primary and secondary solids to feed the press at 1.6% and produce a final solids of 26.8%.

Huber Screw Press

0.005% Secondary solids

17% Sludge Cake



The town generates approximately 750 tons of 17-18% solids that are sent to the Turnkey Landfill. The Waste Management contract expires on December 31, 2021. Recent sludge disposal contracts are 30% higher than Newmarket's. It continually getting more costly and difficult to dispose of WWTF plant solids.

Several years ago the department began looking for ways to improve the WWTF dewatering process to reduce costs. It was determined that the Huber S-Disc Thickener could reduce equipment runtimes and total volume of dewatered cake that would need to go to the landfill resulting in overall cost savings. The Huber S-Disc thickener was selected to be piloted due to its ease of operation, low cost to operate, performance, low cost to install, and no additional buildings are needed.

The initial pilot was set up on May 25, 2019, and operated for 10 days in June. The initial pilot was successful, but the process could not be fully optimized. Staff had problems with the polymer feed unit. The initial pilot was able to produce and feed a 1.41% secondary solids to the Huber screw press which resulted in a 21.9% sludge cake. Underwood Engineers calculated a 10.8 year payback based on the data collected during a 10 day period from June 3, 2019 through June 13, 2019. Staff continued to operate the pilot unit for a couple of days beyond June 13, 2019, and were able to achieve primary and secondary blended solids processed to a

32% sludge cake. as compared to 26.8% final sludge cake using the screw press with no thickener.

#### Huber S-Disc Thickener Pilot



It was decided to conduct a second pilot to try a few different operational scenarios and to confirm the first pilot's results. The second pilot was conducted over a three week period in May 2020. Town staff operated the thickener to create a thickened 1.5% secondary solid that was feed to the screw press that resulted in a 22% sludge cake. Town staff tracked water and polymer use, manpower, disposal and hauling costs, and equipment runtimes. The second pilot produced more consistent data.

The information was supplied to Wright-Pierce to review and calculate potential annual O&M savings and overall payback. Wright-Pierce's calculations resulted in an annual savings of \$46,456 in 2020 dollars. As compared to Underwood's calculated annual savings of \$46,900 for the first pilot. The estimated cost to design, purchase, and install the thickener is \$400,000 to \$480,000 with an 8.6 to 10.3 year payback. The payback is calculated on a worst case scenario.

#### Wright-Pierce Conclusions and Recommendation

Based on the results of the two pilot studies, it is proven that increasing the % feed solids to the Huber screw press by adding a Huber S-thickener results in decreased utility usage and sludge disposal costs across the board. These savings are only increased when primary sludge is introduced to the system. As flows increase and more primary sludge becomes available. In addition, the volatility of future sludge cake disposal is also a critical unknown. Any increases in hauling and/or disposal costs will also further decrease the calculated payback period.

Installing the thickener will also increase the WWTF's sludge storage capacity from 12 to 25 days. This will allow personnel more flexibility, and more time to make repairs to the Huber screw press.

The thickener will be used to empty aeration basins for maintenance. This will result in reduced manpower for this work, and the treatment process operates and performs better with better effluent water quality results.





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       |
|--------------------------------------------------------------|-------------|------------|
| Ordinance No. 6 2020/2021 Reaffirming Wearing Face Coverings | 4/2/2021    | Cover Memo |

**TOWN OF NEWMARKET, NEW HAMPSHIRE**

**BY THE NEWMARKET TOWN COUNCIL**

**EMERGENCY ORDINANCE NO. 06-2020/2021**

**AN ORDINANCE REAFFIRMING REQUIRING THE WEARING OF FACE COVERINGS UNDER CERTAIN CONDITIONS WITHIN THE TOWN OF NEWMARKET**

THE TOWN OF NEWMARKET ORDAINS:

**1. Purpose**

The purpose of this ordinance is to require the wearing of face coverings under certain conditions during the COVID-19 Pandemic. The Newmarket Town Council has the authority to enact such an emergency ordinance in accordance with Section 3.9 of the Town Charter and New Hampshire RSA 47:17 XV and RSA 147:1.

**2. Ordinance**

- I. Employees of all businesses shall wear a face covering over their mouth and nose when interacting with the public and whenever they are within six feet of a co-worker or a customer.
- II. Members of the public entering any business, including without limitation any outdoor area where business of any sort is conducted, work site, or government building must wear a face covering, such as a fabric mask, scarf, or bandana over their nose and mouth. Policies regarding face coverings in governmental buildings within the geographical boundaries of the Town of Newmarket adopted by the governmental entity having jurisdiction are hereby recognized by this ordinance and shall not be deemed to be contradictory to the requirements stated herein.
- III. Members of the public entering a restaurant for the purpose of picking up food for takeout or any other purpose must wear a face covering over their mouth and nose. Members of the public dining indoors or outdoors at a restaurant may remove face covering while seated at their table. Members of the public must wear a mask when entering, using, or leaving the restroom of a restaurant.
- IV. Members of the public utilizing sidewalks and other pedestrian public ways, or public recreational lands or golf courses, are strongly encouraged but not required to wear a face covering to the fullest extent practicable and especially when there is a high likelihood of coming into contact with others and social distancing of at least six feet may not be possible.
- V. As used herein “face covering” means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose, mouth, and

surrounding areas of the lower face. A face covering may be factory made or homemade and improvised from ordinary household material.

- VI. Notwithstanding the above this order does not require children under 5 years of age to wear face covering (parents should make their own judgment). Face covering is not recommended for children less than 2 years of age.
- VII. A face covering is also not required to be worn by any person if said person can show a medical professional has advised that wearing a face covering may pose a risk to said person for health related reasons.

### 3. Penalties

Anyone who violates this ordinance may be subject to fines in the amount of \$50 for the first offence, \$100 for the second offense, and \$500 for the third and subsequent offenses, and/or may be summoned to the 10<sup>th</sup> District Court Brentwood Division.

### 4. Takes Effect

In accordance with Section 3.9 of the Town Charter, this Emergency Ordinance shall be effective upon adoption and shall stand repealed as of the 61<sup>st</sup> day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance by the Town Council in the manner specified in Section 3.9 of the Charter if the emergency still exists.

*First Reading* *April 7, 2021*

*Second Reading* *None Per Town Charter – Emergency Ordinance*

*Final Action by Council* *April 7, 2021*

| <b>VOTING RECORD</b>             |     |    |         |
|----------------------------------|-----|----|---------|
| Date of Vote:                    | YES | NO | ABSTAIN |
| Councilor Helen Sanders          |     |    |         |
| Councilor Zachary Dumont         |     |    |         |
| Councilor Scott Blackstone       |     |    |         |
| Councilor Megan Brabec           |     |    |         |
| Councilor Jon Kiper              |     |    |         |
| Councilor Katanna Conley         |     |    |         |
| Chair Toni Weinstein             |     |    |         |
| Total Votes:                     |     |    |         |
| Ordinance: Does Pass as Amended. |     |    |         |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Newmarket Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



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       |
|-------------------------------|-------------|------------|
| Live Music and Events License | 3/31/2021   | Cover Memo |

**TOWN OF NEWMARKET, NEW HAMPSHIRE**

**BY THE NEWMARKET TOWN COUNCIL**

**ORDINANCE NO. 7 – 2020/2021**

**AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF THE TOWN OF NEWMARKET, NH; ESTABLISHING LICENSES AND PERMITS FOR LIVE SHOWS AND EVENTS**

THE TOWN OF NEWMARKET ORDAINS:

1. **Purpose**  
The purpose of this ordinance is to require licenses for certain live performances and events, as well as create a Town Licensing Board.
2. **Amendment**  
**Chapter 18 is hereby amended by adding the following article:**

**ARTICLE VI: LICENSES AND PERMITS FOR SHOWS AND EVENTS**

129. **Purpose**

A Licensing Board for the Town of Newmarket is hereby constituted under the provisions of RSA 286 and any other powers granted by State statute, to consist of the Council Chair, the Chief of Police and the Town Manager or his/her designee.

The Board shall investigate and decide the question of granting licenses and permits and may grant revocable blanket licenses to fraternal and other like organizations, the subject matter of which is within the jurisdiction of this chapter. The Board may also hear and decide applications for permits to conduct organized activities on or about public properties. The Board may also grant licenses and permits on private property when the regulations of the show, event or dance thereon is authorized by State statute.

130. **Permits.**

Persons or organizations shall obtain a permit from the Licensing Board for the following purposes:

1. Solicit funds for charitable purposes.
2. Erect banners.
3. Tag days.
4. Conduct parades or processions, festivals or races, walk-a-thons, public demonstration or protest on public property or highway.
5. Conduct a carnival, tent show, fair, circus, public dance, dance exhibition or demonstration, or any open-air public meeting, live music shows, disc jockey, karaoke, or other amplified music event in which the public is invited for pay.
6. Movie theater.
7. The temporary closing of any Town street for the purpose of community related or private events. A certificate of insurance in the amount of \$1,000,000, acceptable to the Town, that names the Town of Newmarket as an additional insured shall be required. The Licensing Board, at its discretion, may require additional conditions at no cost to the Town to include, but not limited to,

a higher insurance binder amount, police or fire details, or other measures to ensure the public safety.

8. Any public dance or ball to which admission may be had by the payment of a fee or which the public may gain admission without payment of a fee, or a dance which is held as part of any other public entertainment, amusement, or exhibit.

**131. Fees**

Each applicant shall pay in advance for such license as follows:

1. Annual Fee – a yearly license may be issued for an annual fee of \$100.00 for dances or live entertainment held in all places, including restaurants, bars and lounges. Annual fees for dances shall only apply to the ordinary and usual entertainment referred to in the license. Any sexually explicit dancing shall not be included within the annual dance fee and requires separate application.
2. Daily Fee - A license for an event in any place may be issued for a daily fee of \$15.00, unless otherwise stated in another section, for each day or event, unless specifically waived by the Licensing Board.
  - i. 3. License fees for carnivals, circuses, traveling tent shows and the like shall be determined by the Board within the limits of said Chapter 286 RSA.
3. The annual license fee for a movie theater shall be \$150.00.

**132. Expiration**

Licenses granted shall be issued by the Licensing Board, and annual licenses shall be valid for one year, expiring on the 30th of April, unless specified in Chapter 286.

**133. Application and Permits**

1. A written application for a permit must be submitted seven days prior to the date of the event. The application shall contain the following information:
2. Name or Name of Organization
3. Name, address and telephone number of Person in Charge
4. Purpose
5. Dates and times
6. Specific location(s)
7. Names of authorized people and participants
8. If the request would require a temporary waiving of Planning and Zoning ordinances of the Town of Newmarket, the Licensing Board shall first refer the application to the applicable board for review and recommendation prior to deciding on the application.
9. The permit when issued shall contain the effective date, expiration date, the purpose and the name, address, and telephone number of the responsible person.
10. Permits and licenses issued under this chapter are not transferable and are of limited duration unless otherwise specified in the permit or license.
11. Permits and licenses issued may be rescinded or revoked at any time.

12. A police officer(s) may be assigned to a particular function when deemed necessary and proper in the interest of public safety. The expenses shall be borne by the individual or organization sponsoring the event.

13. All live music, dances, public exhibitions and shows set forth herein shall be discontinued and the hall and location closed as set forth in the permit but must be discontinued on or before the hour of 1:30 a.m. unless otherwise waived by the Chief of Police for good cause.

**134. Penalty.**

Any person, organization or corporation who violates any of the provisions of this chapter shall be fined not less than \$100.00 for each offense.

**135. Severability.**

It is the intention of the Town Council that each separate provision of this ordinance shall be deemed independent of all other provisions herein and it is further the intention of the Town Council that if any provision of this ordinance be declared invalid, all other provisions thereof shall remain valid and enforceable.

**3. Takes Effect**

This ordinance shall take effect fourteen (14) days after passage and publication of notice as required by RSA 47:18

*First Reading:* April 7, 2021

*Second Reading/Public Hearing:* April 21, 2021

*Final Action by Council:* April 21, 2021

| <b>VOTING RECORD</b>             |     |    |         |
|----------------------------------|-----|----|---------|
| Date of Vote:                    | YES | NO | ABSTAIN |
| Councilor Zachary Dumont         |     |    |         |
| Councilor Helen Sanders          |     |    |         |
| Councilor Scott Blackstone       |     |    |         |
| Councilor Megan Brabec           |     |    |         |
| Councilor Jonathna Kiper         |     |    |         |
| Councilor Katanna Conley         |     |    |         |
| Chair Toni Weinstein             |     |    |         |
| Total Votes:                     |     |    |         |
| Ordinance: Does   Does Not pass. |     |    |         |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Newmarket Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



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:** April 7, 2021

**TITLE:** Resolution #2020/2021-40- Purchase of 2021 Police SUV(line car 3)

**PREPARED BY:** Lieutenant Greg Jordan

**TOWN MANAGER'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution

**BACKGROUND:**

**BACKGROUND:** Police Department is seeking to purchase a 2021 Ford Utility police cruiser to serve as a black and white line car. We would not be adding a vehicle to the fleet; rather we would be replacing an existing black and white police car that has served its purpose. The vehicle is a 3.3L V6 Hybrid System, meaning it has the potential for fuel savings and reduced CO2 emissions. When the vehicle is parked or stopped, the engine shuts off and any onboard equipment is powered by a lithium-ion hybrid battery

**Process:** I requested the State Bid pricing from McFarland Ford for the purchase of the cruiser. I requested quotes from three separate vendors for outfitting the cruiser with (some) replacement equipment that could not be transferred from the 2016 vehicle. The majority of the equipment will be re-used and transferred over from the outgoing 2016 Utility to the new 2021 Utility which creates substantial cost savings.

**Results:** McFarland Ford provided municipal pricing to me in the amount of \$39,375.00. This is a State bid price given to all municipalities seeking this purchase. I received quotes to transfer existing equipment to this cruiser from Ossipee Mountain Electronics \$11,955.22, Adamson Industries (did not respond to request) and 2-Way Communication Services (\$11,722.00). The cost of lettering the vehicle is \$500.00

**DISCUSSION:**

**DISCUSSION:** We are seeking to replace a 2016 Ford Utility that has approximately 124,000 miles on it. The 2016 cruiser is 5 years old and is in line with our current rotation process. Historically, we have kept cars between 4 and 10 years depending on their assignment as well as the wear and tear on the vehicle. Unmarked cars are usually kept for 10 years. Marked cars, such as the 2016 that we are seeking to replace, tend to receive more wear and tear responding to calls for service. The 2016 that we are seeking to replace is beyond warranty. To this date, we have spent (\$4,408.60) in cruiser maintenance on this vehicle. I have consulted with

Auto Excellence and they are in agreement that this vehicle is in need of replacement.

**FISCAL IMPACT:**

**FISCAL IMPACT:** The Police Vehicle Capital Reserve Account currently has (\$161,115.19) available in it. The cost of replacing this vehicle and outfitting a new vehicle with necessary equipment and lettering for police purposes is (\$51,647)

This vehicle will **NOT** need a new mobile radio as the mobile radio as the mobile radio from the 2016 vehicle will be transferred over.

**RECOMMENDATION:**

**RECOMMENDATION:** I recommend the Town award the contract to McFarland Ford for the amount of their State bid price for \$39,375.00 and 2-Way Communication Services for (\$11,772.00) and the cost of lettering the cruiser not to exceed \$500.00 with a total price not to exceed (\$51,647).

**ATTACHMENTS:**

| Description                                       | Upload Date | Type       |
|---------------------------------------------------|-------------|------------|
| State bid quote for 2021 line car                 | 3/23/2021   | Cover Memo |
| Maintenance Costs for car 3                       | 3/23/2021   | Cover Memo |
| 2 Way/NEVO Bid                                    | 3/23/2021   | Cover Memo |
| Ossipee Mountain Electronics Bid                  | 3/23/2021   | Cover Memo |
| Assessment from Auto Excellence for car 3         | 3/23/2021   | Cover Memo |
| Photographs of current car #3                     | 3/24/2021   | Cover Memo |
| photographs of car 3                              | 3/24/2021   | Cover Memo |
| Resolution 2020/2021-40 2021 Ford SUV Line Car #3 | 3/25/2021   | Cover Memo |

Prepared for: , TOWN OF NEWMARKET PD

---

## 2021 Police Intercept Utility AWD Base (K8A)

Price Level: 125

---



### Client Proposal

Prepared by:  
Eric Cummings  
Office: 603-772-5953  
Quote ID: NEWMARKETC  
Date: 01/21/2021



**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 125 | Quote ID: NEWMARKETC

**As Configured Vehicle**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | MSRP        |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| K8A                          | Base Vehicle Price (K8A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$40,845.00 |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| 500A                         | Order Code 500A<br><i>Includes:</i><br>- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).<br>- Transmission: 10-Speed Automatic<br>- 3.73 Axle Ratio<br>- GVWR: 6,840 lbs (3,103 kgs)<br>- Tires: 255/60R18 AS BSW<br>- Wheels: 18" x 8" 5-Spoke Painted Black Steel<br>Includes polished stainless steel hub cover and center caps.<br>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.<br>- Radio: AM/FM/MP3 Capable<br>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display. | N/C         |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| 99W                          | Engine: 3.3L V6 Direct-Injection Hybrid System<br>(136-MPH top speed).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Included    |
| 44B                          | Transmission: 10-Speed Automatic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Included    |
| STDAX                        | 3.73 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included    |
| STDGV                        | GVWR: 6,840 lbs (3,103 kgs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included    |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| STDTR                        | Tires: 255/60R18 AS BSW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included    |
| STDWL                        | Wheels: 18" x 8" 5-Spoke Painted Black Steel<br>Includes polished stainless steel hub cover and center caps.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included    |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| 9                            | Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included    |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 125 | Quote ID: NEWMARKETC

**As Configured Vehicle (cont'd)**

| Code                 | Description                                                                                                                                                                                                                                                                                                                                                                                   | MSRP     |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Other Options</b> |                                                                                                                                                                                                                                                                                                                                                                                               |          |
| PAINT                | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                    | STD      |
| 119WB                | 119" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                | STD      |
| STDRD                | Radio: AM/FM/MP3 Capable<br><i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>                                                                                                                                          | Included |
| 153                  | Front License Plate Bracket                                                                                                                                                                                                                                                                                                                                                                   | N/C      |
| 43D                  | Dark Car Feature<br><i>Courtesy lamps disabled when any door is opened.</i>                                                                                                                                                                                                                                                                                                                   | \$25.00  |
| 17T                  | Switchable Red/White Lighting in Cargo Area<br><i>Deletes 3rd row overhead map light.</i>                                                                                                                                                                                                                                                                                                     | \$50.00  |
| 51T                  | Driver Only LED Spot Lamp (Whelen)                                                                                                                                                                                                                                                                                                                                                            | \$420.00 |
| 76D                  | Underbody Deflector Plate<br><i>Engine and transmission shield.</i>                                                                                                                                                                                                                                                                                                                           | \$335.00 |
| 52P                  | Hidden Door-Lock Plunger<br><i>Includes rear-door controls inoperable (locks, handles and windows). Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>                                                                                                                                                   | \$160.00 |
| 68G                  | Rear-Door Controls Inoperable<br><i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>                                                                                                                                                                                       | N/C      |
| 59E                  | Keyed Alike - 1435x                                                                                                                                                                                                                                                                                                                                                                           | \$50.00  |
| 549                  | Heated Sideview Mirrors                                                                                                                                                                                                                                                                                                                                                                       | \$60.00  |
| 68E                  | Low-Band Frequency Noise Suppression Kit<br><i>Noise suppression bonds (60R) do not provide adequate noise suppression in this frequency range.<br/><br/>Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9). Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range.</i> | \$195.00 |
| 60R                  | Noise Suppression Bonds (Ground Straps)                                                                                                                                                                                                                                                                                                                                                       | \$100.00 |

**Emissions**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 125 | Quote ID: NEWMARKETC

**As Configured Vehicle (cont'd)**

| Code                   | Description                                                                                                                                              | MSRP        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 425                    | 50 State Emission System<br><br>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. | STD         |
| <b>Interior Colors</b> |                                                                                                                                                          |             |
| 96_01                  | Charcoal Black                                                                                                                                           | N/C         |
| <b>Primary Colors</b>  |                                                                                                                                                          |             |
| UM_01                  | Agate Black                                                                                                                                              | N/C         |
| SUBTOTAL               |                                                                                                                                                          | \$42,240.00 |
| Destination Charge     |                                                                                                                                                          | \$1,245.00  |
| TOTAL                  |                                                                                                                                                          | \$43,485.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 125 | Quote ID: NEWMARKETC

**Pricing Summary - Single Vehicle****MSRP***Vehicle Pricing*

|                    |             |
|--------------------|-------------|
| Base Vehicle Price | \$40,845.00 |
| Options & Colors   | \$1,395.00  |
| Upfitting          | \$0.00      |
| Destination Charge | \$1,245.00  |

|                 |                    |
|-----------------|--------------------|
| <b>Subtotal</b> | <b>\$43,485.00</b> |
|-----------------|--------------------|

*Pre-Tax Adjustments*

| Code      | Description                       |             |
|-----------|-----------------------------------|-------------|
| DOOR WRAP | DOOR WRAP                         | \$800.00    |
| FORD EXT  | FORD PROTECT EXTRA CARE W 100 DED | \$2,430.00  |
| Discount  | STATE BID DISCOUNT                | -\$7,340.00 |

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$39,375.00</b> |
|--------------|--------------------|

\_\_\_\_\_  
Customer Signature\_\_\_\_\_  
Acceptance Date

**CAR 3 2016 FORD EXPLORER MP8463 VIN 1FM5K9AR5GGD16857**

| Date       | Work Done                                | Parts      | Labor      | Mileage     | Total      |
|------------|------------------------------------------|------------|------------|-------------|------------|
| 9/25/2019  | Oil Change                               |            | \$30.00    | 84337       | \$30.00    |
| 10/1/2019  | Fuel filter nebs                         | \$188.00   |            |             | \$188.00   |
|            | labor                                    |            | \$70.00    |             | \$70.00    |
|            | Right outer tire rod                     | \$118.00   |            |             | \$118.00   |
|            | Front brake pads                         | \$77.00    |            |             | \$77.00    |
|            | Front brake rotors                       | \$148.00   |            |             | \$148.00   |
|            | labor                                    |            | \$70.00    |             | \$70.00    |
|            | alignment                                | \$59.95    |            |             | \$59.95    |
| 11/11/2019 | Oil Change                               |            | \$30.00    | 88323       | \$30.00    |
|            | Mount & Balance                          |            | \$40.00    |             | \$40.00    |
| 12/10/2019 | Oil Change                               |            | \$30.00    | 91035       | \$30.00    |
| 1/21/2019  | Oil Change                               |            | \$30.00    | 95355       | \$30.00    |
|            | Tire Rotation                            |            | \$45.00    |             | \$45.00    |
| 2/6/2020   | Fuel pump                                | \$365.00   |            |             | \$365.00   |
|            | Labor remove gas tank & replace fuel pum |            | \$420.00   |             | \$420.00   |
|            | Front catalytic converter                | \$537.65   |            |             | \$537.65   |
|            | Labor to replace front converter         |            |            |             | \$0.00     |
| 2/17/2020  | Oil Change                               |            | \$30.00    | 98464       | \$30.00    |
| 3/5/2020   | Oil Change                               |            | \$30.00    | 977864      | \$30.00    |
| 3/26/2020  | Oil change                               |            | \$30.00    | 101800      | \$30.00    |
|            | Trans Service labor                      |            | \$145.00   |             | \$145.00   |
|            | Tire Disposal                            |            |            |             | \$0.00     |
| 6/13/2020  | Swap seats                               |            | \$140.00   | none listed | \$140.00   |
| 5/26/2020  | Oil Change                               |            | \$30.00    | 105650      | \$30.00    |
| 6/8/2020   | road service change tire                 |            | \$160.00   |             | \$160.00   |
|            | mount & balance tire                     |            | \$10.00    |             | \$10.00    |
|            | gasket                                   | \$33.00    |            |             | \$33.00    |
|            | labor                                    |            | \$70.00    |             | \$70.00    |
| 6/15/2020  | Throttle bod                             | \$98.00    | \$140.00   | 107105      | \$238.00   |
| 7/6/2020   | Oil Change                               |            | \$30.00    | 108857      | \$30.00    |
| 7/13/2020  | Oil Change                               |            | \$30.00    | 109099      | \$30.00    |
| 9/9/2020   | Oil Change                               |            |            | 113106      | \$30.00    |
|            | Mount and balance 4 tires                |            |            |             | \$40.00    |
|            | Tire Disposal                            |            | \$12.00    |             | \$12.00    |
|            | Front Brake Rotors                       | \$244.00   |            |             | \$244.00   |
|            | Front Brake Pads                         | \$55.00    |            |             | \$55.00    |
|            | Rear Brake Rotors                        | \$140.00   |            |             | \$140.00   |
|            | rear brake pads                          | \$55.00    |            |             | \$55.00    |
| 10/14/2020 | Right Front Brake Calipers               | \$155.00   | \$160.00   | 114955      | \$315.00   |
| 11/11/2020 | Oil Change                               |            | \$40.00    | 115980      | \$40.00    |
| 12/28/2020 | Outer Tie Rod                            | \$133.00   | \$80.00    | 118582      | \$213.00   |
| 2/11/2021  | Oil Change                               |            | \$30.00    | 122300      | \$30.00    |
|            |                                          | \$2,406.60 | \$1,932.00 | Total Spent | \$4,408.60 |

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



**Proposal**

45565

Date: 3/10/2021

Name / Address:

"Your mission is our purpose."

Phone : 1-800-441-6288

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

Fax :

E-mail us : FleetDivision@2-way.biz

Visit our Web Site : www.2-way.biz



P.O. No.:  
G. Jordan

Rep:  
753

| Qty | Item           | Description                                                                                                                                                                                 | Total    |
|-----|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1   | Removal        | 2021 Ford Interceptor Utility: Provide & Install New & Customer Provided Public Safety Equipment<br><br>Removal: Strip Retired Ford Explorer<br>Standard Removal of All Emergency Equipment | 400.00   |
| 2   | TLI2E          | Front Lighting<br>ION T-SERIES LINEAR DUO B/W                                                                                                                                               | 240.00   |
| 2   | VTX609B        | Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)                                                                                                                             | 180.00   |
| 4   | TLIB           | Rear Lighting<br>ION T-SERIES LINEAR LT BLUE                                                                                                                                                | 440.00   |
| 2   | IONB           | ION™ Series Super-LED Universal Light , w/Universal Mount, Scan-Lock™ Flash Patterns and a 4-wire Pig Tail (BLUE) Black Housing                                                             | 250.00   |
| 1   | Lighting       | Lightbar Promo Package<br>Whelen 54" Legacy II Duo Lightbar Package With CenCom Core With OBDII Interface Port, Mounting Feet, Siren Speaker / Mounting Bracket                             | 3,600.00 |
| 1   | C-VS-1012-INUT | Console<br>2020 Ford Utility - 22" Angled Low Profile Console                                                                                                                               | 500.00   |
| 1   | C-EB25-XTL-1P  | Equipment Mounting Bracket (Moto)                                                                                                                                                           | 0.00     |
| 1   | C-EB40-CCS-1P  | Equipment Mounting Bracket (Whelen)                                                                                                                                                         | 0.00     |
| 1   | C-MCB          | Mic-clip Bracket                                                                                                                                                                            | 15.00    |

2-Way Fleet Division is your full-time, factory trained Vehicle Upfitter.

**Providing quality Service since 1954.**

**Subtotal**

**Sales Tax (0.0%)**

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

**Total**

Signature

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



**Proposal**

45565

Date: 3/10/2021

Name / Address:

"Your mission is our purpose."

Phone : 1-800-441-6288

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

Fax :

E-mail us : FleetDivision@2-way.biz

Visit our Web Site : www.2-way.biz



P.O. No.:  
G. Jordan

Rep:  
753

| Qty | Item                 | Description                                                                                                                           | Total    |
|-----|----------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1   | PKG-PSM-3006         | Computer Stand<br>2020 Ford Utility - Premium Passenger Side Mount Package                                                            | 625.00   |
| 1   | Prisoner Transport   | Prisoner Transport<br>Setina PT2185ITU20TM - Partition Transfer Kit, Included Recessed Panel & Lower Extension Panels                 | 350.00   |
| 1   | S4702UINT20OSB       | 2020 Ford Utility - Rear Transport Seat and Barrier w/ 1/4" Poly - Window Cargo Barrier and Seat Kit - Outboard Seatbelt Kit Included | 1,600.00 |
| 1   | WBP47NPUINT20        | 2020 Ford Utility - 1/4" Poly Window Barrier (For Use With OEM Door Panels Only)                                                      | 275.00   |
| 1   | 60605                | Antenna System<br>Heavy Duty 1/4 w/Spring 132-525MHz                                                                                  | 45.00    |
| 1   | 3080384M48           | NMO Mount 17' Antenna Cable                                                                                                           | 18.00    |
| 1   | 2880376E84           | Mini UHF Antenna Connector (ea.)                                                                                                      | 4.00     |
| 1   | PB47UINT20HD         | Exterior Accessories<br>2020 Ford Utility - HD Push Bumper - Includes Wire Covers                                                     | 450.00   |
| 1   | AVS894090            | 20-C EXPLORER VENTVISOR LOW PRO 4PC SMOKE                                                                                             | 85.00    |
| 1   | Interior Accessories | Interior Accessories<br>Truck Vault Conversion Kit For Rear Lift Floor & Drawer                                                       | 395.00   |
| 1   | Distro               | Installation & Materials<br>Blue Sea Systems 5032 ST Blade Split Bus Fuse Block, 12 Circuits, 30A-100A - Bulk Packaging               | 100.00   |

2-Way Fleet Division is your full-time, factory trained Vehicle Upfitter.

**Providing quality Service since 1954.**

**Subtotal**

**Sales Tax (0.0%)**

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

**Total**

Signature

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



# Proposal

45565

Date: 3/10/2021

Name / Address:

"Your mission is our purpose."

Phone : 1-800-441-6288

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

Fax :

E-mail us : FleetDivision@2-way.biz

Visit our Web Site : [www.2-way.biz](http://www.2-way.biz)



|           |      |
|-----------|------|
| P.O. No.: | Rep: |
| G. Jordan | 753  |

| Qty | Item                 | Description                                                                                     | Total    |
|-----|----------------------|-------------------------------------------------------------------------------------------------|----------|
| 1   | HP8                  | Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.                     | 200.00   |
| 1   | SUV Upfit - Mid Size | Labor Frontline Mid Size SUV Upfit                                                              | 1,500.00 |
| 1   | Carbide/Control      | Installation and Programming of Whelen Carbide, CanTrol & Core Systems at Time of Vehicle Upfit | 500.00   |

2-Way Fleet Division is your full-time, factory trained Vehicle Upfitter.

**Providing quality Service since 1954.**

**Subtotal**

**Sales Tax (0.0%)**

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

**Total**

Signature

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



**Proposal**

45565

Date: 3/10/2021

Name / Address:

"Your mission is our purpose."

Phone : 1-800-441-6288

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

Fax :

E-mail us : FleetDivision@2-way.biz

Visit our Web Site : www.2-way.biz



P.O. No.:  
G. Jordan

Rep:  
753

| Qty | Item       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Total |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|     | NEVO TERMS | <p><b>TERMS AND CONDITIONS:</b><br/>By signing this proposal you agree to the following terms and conditions:</p> <ol style="list-style-type: none"> <li>1. You will be invoiced for the equipment on this proposal as soon as the equipment order is received in full at our Fleet Facility</li> <li>2. Some special order items may require full or partial payment at time of order. Please note that special order items may take 4-6 weeks for delivery from the manufacturer. This includes (but is not limited to); Lightbars (interior &amp; exterior), Command/Storage Cabinets, Non-Inventory Lightheads, Partitions, and Vinyl Graphics</li> <li>3. Labor and additional equipment will be invoiced upon completion of work</li> <li>4. Payment for all invoices is due within customer's established terms from date of invoice</li> <li>5. Returned goods and/or canceled orders may be subject to a restocking fee of up to 25%</li> <li>6. There are NO RETURNS on special-order items</li> <li>7. Additional products or services provided outside of the scope of this proposal shall be subject to additional charges</li> <li>8. Customer shall have any vehicles, and equipment requiring service accessible for their scheduled appointment time. Delays due to unavailability may incur additional labor charges</li> <li>9. Delays caused by other vendors, including vehicle manufacturers and delivery delays may effect scheduling</li> <li>10. Services will be performed during 2-Way's normal business hours (Mon-Fri 8:00-4:30) unless otherwise noted</li> </ol> | 0.00  |

2-Way Fleet Division is your full-time, factory trained Vehicle Upfitter.

**Providing quality Service since 1954.**

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

**Subtotal**

\$11,772.00

**Sales Tax (0.0%)**

\$0.00

**Total**

**\$11,772.00**

Signature \_\_\_\_\_



Ossipee Mountain Electronics, Inc.

Quote QTE013136  
Date 3/8/2021  
Page 1 of 2

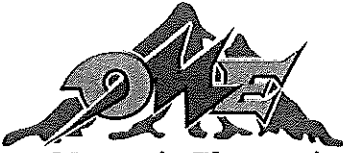
| Bill To                                                      |
|--------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter St<br>Newmarket, NH 03857 |

| Ship To                                                          |
|------------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter Street<br>Newmarket, NH 03857 |

| Customer No. | Salesperson   | Shipping Method    | Payment Terms |
|--------------|---------------|--------------------|---------------|
| NEX560       | Brian Vastine | Northfield Install | Net 30        |

| Item | Quantity | Item Number     | Description                                            | Unit Price | Ext Price |
|------|----------|-----------------|--------------------------------------------------------|------------|-----------|
| 1    | 1.00     | BB2EEEE         | Lightbar, Liberty II 54" DUO, WCX, B/W                 | 3,449.00   | 3,449.00  |
| 2    | 6.00     | IBDLM           | LED DUO Linear Assy, Flasher (1) Long B/A              | 0.00       | 0.00      |
| 3    | 2.00     | IBDSM           | LED DUO Linear Assy, Flasher (1) Short BL/AMB          | 0.00       | 0.00      |
| 4    | 4.00     | IBDLE           | LED DUO Linear Assy, Flasher (1) Long B/W              | 0.00       | 0.00      |
| 5    | 2.00     | IBDSE           | LED DUO Linear Assy, Flasher (1) Short BL/WHT          | 0.00       | 0.00      |
| 6    | 1.00     | ITL3            | Takedown Lights, 3 SuperLED Long, Pair                 | 0.00       | 0.00      |
| 7    | 1.00     | IA3             | LED, SuperLED Alley Lights, Pair                       | 0.00       | 0.00      |
| 8    | 1.00     | MKEZ105         | Hook Kit, 20 PI-Utility, 54"-56"                       | 0.00       | 0.00      |
| 9    | 1.00     | C399            | Siren, CenCom CORE, Amplifier w/OBDII Cable            | 0.00       | 0.00      |
| 10   | 1.00     | C399K4          | Install Kit, CORE, 20 Ford PIU, NO 61B                 | 0.00       | 0.00      |
| 11   | 1.00     | CCTL6           | Siren Control Head, WCX, with Rotary Knob              | 0.00       | 0.00      |
| 12   | 1.00     | SA315P          | Speaker, Siren, Whelen Nylon Composite, 123dB          | 0.00       | 0.00      |
| 13   | 1.00     | SAK1            | Bracket, Siren Speaker, Universal SA315P               | 0.00       | 0.00      |
| 14   | 1.00     | CEM16           | Module, Expansion, 16 Outputs, CORE                    | 162.40     | 162.40    |
| 15   | 1.00     | VMFX20BB        | LED, Mir Mnt, V-ION, w/TD&Puddle, 20 PIU BL/BL         | 403.90     | 403.90    |
| 16   | 4.00     | IONBB           | ION Super LED, BLUE/BLUE Black Housing                 | 98.00      | 392.00    |
| 17   | 2.00     | IONK1B          | Mounting Bracket, Swivel, ION - BLACK                  | 23.80      | 47.60     |
| 18   | 2.00     | I2E             | LED, ION DUO, Univ Mnt, Blk Hsing, BLUE/WHT            | 114.10     | 228.20    |
| 19   | 4.00     | VTX609B         | LED, VERTEX Lighthouse, Mtg. 1" Hole, BLUE             | 79.10      | 316.40    |
| 20   | 4.00     | TLMB            | ION, T-Series Mini, Solo, Surface Mt, BLUE             | 87.50      | 350.00    |
| 21   | 1.00     | C-HDM-1006      | Titan Mounting Base, '20+ Ford PIU                     | 104.80     | 104.80    |
| 22   | 1.00     | P-965-PS        | Truck Vault conversion kit, 2011-2020 PIU's, for Lift/ | 395.00     | 395.00    |
| 23   | 1.00     | QK0635ITU20     | Prisoner SeatRepl,w/12VS,MeshCag,CtrOutBlt,20+PIU      | 1,111.80   | 1,111.80  |
| 24   | 1.00     | PT2185ITU20TM   | CageTransferKit,RP,TM, 2 Piece LEP 20+ PIU             | 271.15     | 271.15    |
| 25   | 1.00     | WK0595ITU20     | Window Barrier, Poly, 2020+ Ford PIU                   | 245.65     | 245.65    |
| 26   | 1.00     | BT0639ITU20     | Transfer Kit, PB300/400, 16-21 PIU to 21+ PIU          | 169.15     | 169.15    |
| 27   | 1.00     | C-VSX-1800-INUT | Console, VSX, 20+ PIU, Front Bin, 18" Mnting           | 423.45     | 423.45    |
|      |          |                 | C-EB40-CCS-1P CCTL6                                    |            |           |
|      |          |                 | C-EB25-XTL-1P XTL 05                                   |            |           |
|      |          |                 | C-FP-15 1.5" Filler                                    |            |           |
| 28   | 1.00     | CMX15600-08     | Fuse Block, 8-Position, in Console mounting            | 29.30      | 29.30     |
| 29   | 1.00     | C-ARM-109       | Armrest, Flip-Up, Internal Mnt w/Acc Pocket            | 207.90     | 207.90    |
| 30   | 1.00     | CUP2-1004       | Cup Holder, VSX, Self Adj, Internal, 4" Mnting         | 54.00      | 54.00     |

|                   |                    |             |           |
|-------------------|--------------------|-------------|-----------|
| Quoted By: _____  | Accepted By: _____ | Date: _____ | 11,555.55 |
| *** Continued *** |                    |             | 0.00      |
|                   |                    |             | 400.00    |
|                   |                    |             | 11,955.55 |



Ossipee Mountain Electronics, Inc.

Quote QTE013136  
Date 3/8/2021  
Page 2 of 2

| Bill To                                                      |
|--------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter St<br>Newmarket, NH 03857 |

| Ship To                                                          |
|------------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter Street<br>Newmarket, NH 03857 |

| Customer No. | Salesperson   | Shipping Method    | Payment Terms |
|--------------|---------------|--------------------|---------------|
| NEX560       | Brian Vastine | Northfield Install | Net 30        |

| Item                                                                                          | Quantity | Item Number | Description                                                                                      | Unit Price          | Ext Price |
|-----------------------------------------------------------------------------------------------|----------|-------------|--------------------------------------------------------------------------------------------------|---------------------|-----------|
| 31                                                                                            | 1.00     | C-PS-2      | Switch Plate, 2" w/Two Vertical Switch Cutouts                                                   | 20.25               | 20.25     |
| 32                                                                                            | 1.00     | MMSU-1      | Clip, Magnetic Mic Hangup System, Single                                                         | 34.95               | 34.95     |
| 33                                                                                            | 1.00     | BB132R      | Antenna, HD 132-512MHz, 1/4Wave, Black, Flex Spr                                                 | 57.80               | 57.80     |
| 34                                                                                            | 1.00     | MB8         | Mount, Antenna, 3/4" Hole, 17' RG58 Cable, No Coni                                               | 18.20               | 18.20     |
| 35                                                                                            | 1.00     | CMUHF58     | Mini UHF Crimp Conn, RG58, MALE                                                                  | 2.50                | 2.50      |
| 36                                                                                            | 1.00     | R1          | Solenoid ,12V, 85 A Continuous.S.P.S.T (24059-BP)                                                | 59.00               | 59.00     |
| 37                                                                                            | 2.00     | C-SW-1      | Switch, SPST, Black Paddle, w/Red Pilot Lt.                                                      | 18.40               | 36.80     |
| 38                                                                                            | 1.00     | 7510000     | Switch,SPS, Illum .787" Hole,w/ Backing Nut, 20A 14'                                             | 9.35                | 9.35      |
| 39                                                                                            | 1.00     | MISC-       | Wire, wire ties, fuses, fuse holders, loom, etc.                                                 | 195.00              | 195.00    |
| 40                                                                                            | 1.00     | LABOR       | LABOR                                                                                            | 2,760.00            | 2,760.00  |
|                                                                                               |          |             | Strp equipment and install new and estisting<br>equipment into a new 2021 Ford PI Utility, CAR3. |                     |           |
| Quoted By: _____ Accepted By: _____ Date: _____                                               |          |             |                                                                                                  | Subtotal            | 11,555.55 |
| PRICE QUOTE GOOD FOR 30 DAYS<br>DELIVERY: 45 DAYS ARO<br>TERMS: NET 30 DAYS<br>INSTALL AT OME |          |             |                                                                                                  | Additional Discount | 0.00      |
|                                                                                               |          |             |                                                                                                  | Freight             | 400.00    |
|                                                                                               |          |             |                                                                                                  | Total               | 11,955.55 |
|                                                                                               |          |             |                                                                                                  |                     |           |

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254  
 TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587  
 www.omesbs.com



Ossipee Mountain Electronics, Inc.

Quote QTE013136  
Date 3/8/2021  
Page 1 of 1

| Bill To                                                      |
|--------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter St<br>Newmarket, NH 03857 |

| Ship To                                                          |
|------------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter Street<br>Newmarket, NH 03857 |

| Customer No. | Salesperson   | Shipping Method    | Payment Terms |
|--------------|---------------|--------------------|---------------|
| NEX560       | Brian Vastine | Northfield Install | Net 30        |

| Item                                            | Quantity | Item Number | Description                                    | Unit Price          | Ext Price |
|-------------------------------------------------|----------|-------------|------------------------------------------------|---------------------|-----------|
| 1                                               | 1.00     | BB2EEEE     | Lightbar, Liberty II 54" DUO, WCX, B/W         | 3,449.00            | 3,449.00  |
| 2                                               | 6.00     | IBDLM       | LED DUO Linear Assy, Flasher (1) Long B/A      | 0.00                | 0.00      |
| 3                                               | 2.00     | IBDSM       | LED DUO Linear Assy, Flasher (1) Short BL/AMB  | 0.00                | 0.00      |
| 4                                               | 4.00     | IBDLE       | LED DUO Linear Assy, Flasher (1) Long B/W      | 0.00                | 0.00      |
| 5                                               | 2.00     | IBDSE       | LED DUO Linear Assy, Flasher (1) Short BL/WHT  | 0.00                | 0.00      |
| 6                                               | 1.00     | ITL3        | Takedown Lights, 3 SuperLED Long, Pair         | 0.00                | 0.00      |
| 7                                               | 1.00     | IA3         | LED, SuperLED Alley Lights, Pair               | 0.00                | 0.00      |
| 8                                               | 1.00     | MKEZ105     | Hook Kit, 20 PI-Utility, 54"-56"               | 0.00                | 0.00      |
| 9                                               | 1.00     | C399        | Siren, CenCom CORE, Amplifier w/OBDII Cable    | 0.00                | 0.00      |
| 10                                              | 1.00     | C399K4      | Install Kit, CORE, 20 Ford PIU, NO 61B         | 0.00                | 0.00      |
| 11                                              | 1.00     | CCTL6       | Siren Control Head, WCX, with Rotary Knob      | 0.00                | 0.00      |
| 12                                              | 1.00     | SA315P      | Speaker, Siren, Whelen Nylon Composite, 123dB  | 0.00                | 0.00      |
| 13                                              | 1.00     | SAK1        | Bracket, Siren Speaker, Universal SA315P       | 0.00                | 0.00      |
| 14                                              | 1.00     | CEM16       | Module, Expansion, 16 Outputs, CORE            | 162.40              | 162.40    |
| 15                                              | 1.00     | VMFX20BB    | LED, Mir Mnt, V-ION, w/TD&Puddle, 20 PIU BL/BL | 403.90              | 403.90    |
| 16                                              | 4.00     | IONBB       | ION Super LED, BLUE/BLUE Black Housing         | 98.00               | 392.00    |
| 17                                              | 2.00     | IONK1B      | Mounting Bracket, Swivel, ION - BLACK          | 23.80               | 47.60     |
| 18                                              | 2.00     | I2E         | LED, ION DUO, Univ Mnt, Blk Hsing, BLUE/WHT    | 114.10              | 228.20    |
| 19                                              | 4.00     | VTX609B     | LED, VERTEX Lighthouse, Mtg. 1" Hole, BLUE     | 79.10               | 316.40    |
| 20                                              | 4.00     | TLMIB       | ION, T-Series Mini, Solo, Surface Mt, BLUE     | 87.50               | 350.00    |
| Quoted By: _____ Accepted By: _____ Date: _____ |          |             |                                                | Subtotal            | 5,349.50  |
|                                                 |          |             |                                                | Additional Discount | 0.00      |
|                                                 |          |             |                                                | Freight             | 0.00      |
|                                                 |          |             |                                                | Total               | 5,349.50  |

Town of Newmarket  
Police Department

From: Automotive Excellence  
20 North Main Street  
Newmarket, NH 03857  
603-659-8300

To whom it may concern,

In regards to car 3, a 2016 Ford Explorer with 123,780 miles on it, we are recommending this vehicle be removed from service due to driveline leaking differential fluid which could result in extensive and costly repairs. Also, this vehicle is at a mileage point where a major breakdown with a high repair cost is imminent.





Trip 1  
Tire Pressure Sensor Fault  
OK  
S 125899mi

P R N D



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2020/2021-40**

**Purchase of a Ford Interceptor SUV for the Police Department to include costs associated with replacement and/or transferal of emergency lighting, and equipment setup**

**WHEREAS:** the Police Department seeks to replace a current 2016 Ford Interceptor SUV with 125,899 miles with a new Ford Interceptor SUV at the State bid price of \$39,375.00; and

**WHEREAS:** the Police Department's request includes the costs associated with the transferal and/or replacement of police radios, emergency lighting and equipment necessary for police services as well as costs associated with lettering the vehicle; and

**WHEREAS:** the Police Department Capital Reserve Account for police cruisers currently has a balance of \$161,115.19; and

**WHEREAS:** the total cost for the vehicle and related equipment to include lettering is estimated not to exceed \$51,647;

**NOW, THEREFORE, BE IT RESOLVED** that the Newmarket Town Council does hereby approve the withdrawal of funds not to exceed \$51,647 from the Police Department Capital Reserve Account for the purpose of purchasing and equipping a new Ford Interceptor SUV for the Town and to authorize the Town Manager to execute any associated agreements.

*First Reading:*

*Second Reading:*

*Approval:*

| <b>VOTING RECORD</b>     |     |    |         |
|--------------------------|-----|----|---------|
| Date of Vote:            | YES | NO | ABSTAIN |
| Councilor Megan Brabec   |     |    |         |
| Councilor Helen Sanders  |     |    |         |
| Councilor Zachary Dumont |     |    |         |
| Councilor Jon Kiper      |     |    |         |

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Councilor Scott Blackstone        |  |  |  |
| Councilor Kattana Conley          |  |  |  |
| Chair Toni Weinstein              |  |  |  |
| Total Votes:                      |  |  |  |
| Resolution: Does   Does Not pass. |  |  |  |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



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:** April 7, 2021

**TITLE:** Resolution #2020/2021-41- Purchase of 2021 Police Ford Expedition Command Vehicle

**PREPARED BY:** Lieutenant Greg Jordan

**TOWN MANAGER'S COMMENTS - RECOMMENDATION:**

I recommend passage of this resolution

**BACKGROUND:**

**BACKGROUND:** Police Department is seeking to purchase a 2021 Ford Expedition to serve as a crime scene response vehicle as well as an assigned command vehicle. We will not be adding a vehicle to the fleet; rather we will be replacing an existing 2012 Expedition that has served its purpose. The 2012 vehicle we are seeking to replace will not pass another State inspection without spending a significant amount of money on repairing body work.

**Process:** I requested the State Bid pricing from McFarland Ford for the purchase of the cruiser. I requested quotes from three separate vendors for outfitting the cruiser with (some) replacement equipment that could not be transferred from the 2012 vehicle.

**Results:** McFarland Ford provided municipal pricing to me in the amount of \$40,560.00. This is a State bid price given to all municipalities seeking this purchase. I received quotes to transfer or replace existing equipment to this cruiser from Ossipee Mountain Electronics (\$11,637.15), Adamson Industries (Did not respond to request) and 2-Way Communication Services (\$9,550.00). This vehicle will not be lettered.

**DISCUSSION:**

**DISCUSSION:** We are seeking to replace a 2012 Ford Utility that has approximately 57,515 miles on it. The 2012 cruiser is 9 years old and is in line with our current rotation process. Historically, we have kept cars between 4 and 10 years depending on their assignment as well as the wear and tear on the vehicle. Unmarked cars are usually kept for 10 years. The 2012 that we are seeking to replace is beyond warranty. To this date, we have spent (\$5,161.26) in cruiser maintenance on this vehicle. I have consulted with Auto Excellence and they are in agreement that this vehicle is in need of replacement.

**FISCAL IMPACT:**

**FISCAL IMPACT:** The Police Vehicle Capital Reserve Account currently has (\$161,115.19) available in it. The cost of replacing this vehicle and outfitting a new vehicle with necessary equipment for police purposes is (\$50,110.00)

**RECOMMENDATION:**

**RECOMMENDATION:** I recommend the Town award the contract to McFarland Ford for the amount of their State bid price for \$40,560.00 and 2-Way Communication Services for (\$9550.00) with a total price not to exceed (\$50,110.00).

**ATTACHMENTS:**

| Description                                                  | Upload Date | Type       |
|--------------------------------------------------------------|-------------|------------|
| 2 Way/NEVO Bid                                               | 3/23/2021   | Cover Memo |
| Ossipee Mountain Electronics Bid                             | 3/23/2021   | Cover Memo |
| Maintenance Costs for 2012 Expedition                        | 3/23/2021   | Cover Memo |
| Assessment from Auto Excellence for 2012 Expedition          | 3/23/2021   | Cover Memo |
| State bid quote for 2021 Ford Expedition Command Vehicle     | 3/24/2021   | Cover Memo |
| Resolution 2020/2021-41 2021 Ford Expedition Command Vehicle | 3/25/2021   | Cover Memo |
| Pictures of car 7                                            | 3/31/2021   | Cover Memo |
| pictures of car 7                                            | 3/31/2021   | Cover Memo |
| Pictures of car 7                                            | 3/31/2021   | Cover Memo |

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



**Proposal**

45593

Date: 3/16/2021

Name / Address:

Phone : 603-436-2954

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

| P.O. No.: | Terms  | Rep: |
|-----------|--------|------|
| G. Jordan | Net 15 | 753  |

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

| Qty | Item                 | Description                                                                                                                                                                             | Total    |
|-----|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|     |                      | 2021 Ford Expedition: Provide & Install New & Customer Provided Equipment                                                                                                               |          |
| 2   | NEVO Labor           | Removal<br>NEVO Service Labor                                                                                                                                                           | 200.00   |
| 1   | Lighting             | Front Lighting<br>Whelen IX48UFZ Ford Expedition, 2018-2021, Ten 3-LED Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs | 800.00   |
| 1   | I2D                  | ION™ DUO™ Series Linear-LED® Red/White,                                                                                                                                                 | 125.00   |
| 1   | I2E                  | ION™ DUO™ Series Linear-LED® Blue/White, Individual Control of each Color, Black Housing                                                                                                | 125.00   |
| 2   | VTX609B              | Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)                                                                                                                         | 180.00   |
| 2   | Lighting             | Side / Intersestion Lighting<br>Whelen TCRHD6 6 Lamp Housing and TCRLBW DUO™ Lightheads. "L" Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately            | 1,800.00 |
| 2   | Lighting             | Whelen TCRB47 2015-2020 Ford F-150 SuperCrew, 2017-2020 Ford F-250/F-350 Crew Cab and 2018-2020 Ford Expedition SSV, Running Board Mounting Kit, for 6 Lamp Tracer™, Each               | 150.00   |
| 2   | VTX609B              | Rear Lighting<br>Re-use rear window Dominator Light Stick<br>Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)                                                            | 180.00   |
|     |                      | Re-Use Lighting & Siren Controller & Siren Speaker From Retired Expedition                                                                                                              |          |
| 1   | Console              | Console<br>Havis Part # C-VS-3000-EXPD-1 Vehicle Specific Console for 2018-2020 Ford Expedition SSV 30" Long 12.5" Wide Style Console                                                   | 850.00   |
| 1   | C-EB25-XTL-1P        | Equipment Mounting Bracket (Moto)                                                                                                                                                       | 30.00    |
| 1   | C-CUP2-1             | Dual internal cup holder                                                                                                                                                                | 45.00    |
| 1   | C-ARM-102            | Side Mount Arm Rest                                                                                                                                                                     | 75.00    |
| 1   | C-AP-0645            | Accessory Pocket 6"X4.5" Deep                                                                                                                                                           | 60.00    |
| 1   | Interior Accessories | Truck Vault<br>Truck Vault C11895 Triple Drawer Storage Cabinet                                                                                                                         | 3,800.00 |
| 1   | ROOF-FT-NITI-M       | Antenna System<br>Roof Mount Flexi-Whip Antenna (Antenna Only)                                                                                                                          | 50.00    |
| 1   | 3080384M48           | NMO Mount 17' Antenna Cable                                                                                                                                                             | 15.00    |

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Thank you for taking the time to review my proposal.  
Sign and return to accept. Valid for 30 days.

Authorized Signature

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



# Proposal

45593

Date: 3/16/2021

Name / Address:

Phone : 603-436-2954

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

| P.O. No.: | Terms  | Rep: |
|-----------|--------|------|
| G. Jordan | Net 15 | 753  |

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

| Qty | Item       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Total    |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1   | 2880376E84 | Mini UHF Antenna Connector (ea.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5.00     |
| 1   | HP4        | Installation & Materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 60.00    |
| 10  | NEVO Labor | Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.<br>NEVO Service Labor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1,000.00 |
|     | NEVO TERMS | <p>TERMS AND CONDITIONS:</p> <p>By signing this proposal you agree to the following terms and conditions:</p> <ol style="list-style-type: none"> <li>1. You will be invoiced for the equipment on this proposal as soon as the equipment order is received in full at our Fleet Facility</li> <li>2. Some special order items may require full or partial payment at time of order. Please note that special order items may take 4-6 weeks for delivery from the manufacturer. This includes (but is not limited to); Lightbars (interior &amp; exterior), Command/Storage Cabinets, Non-Inventory Lightheads, Partitions, and Vinyl Graphics</li> <li>3. Labor and additional equipment will be invoiced upon completion of work</li> <li>4. Payment for all invoices is due within customer's established terms from date of invoice</li> <li>5. Returned goods and/or canceled orders may be subject to a restocking fee of up to 25%</li> <li>6. There are NO RETURNS on special-order items</li> <li>7. Additional products or services provided outside of the scope of this proposal shall be subject to additional charges</li> <li>8. Customer shall have any vehicles, and equipment requiring service accessible for their scheduled appointment time. Delays due to unavailability may incur additional labor charges</li> <li>9. Delays caused by other vendors, including vehicle manufacturers and delivery delays may effect scheduling</li> <li>10. Services will be performed during 2-Way's normal business hours (Mon-Fri 8:00-4:30) unless otherwise noted</li> </ol> | 0.00     |

Thank you for taking the time to review my proposal.  
Sign and return to accept. Valid for 30 days.

**Subtotal**

\$9,550.00

**Sales Tax (0.0%)**

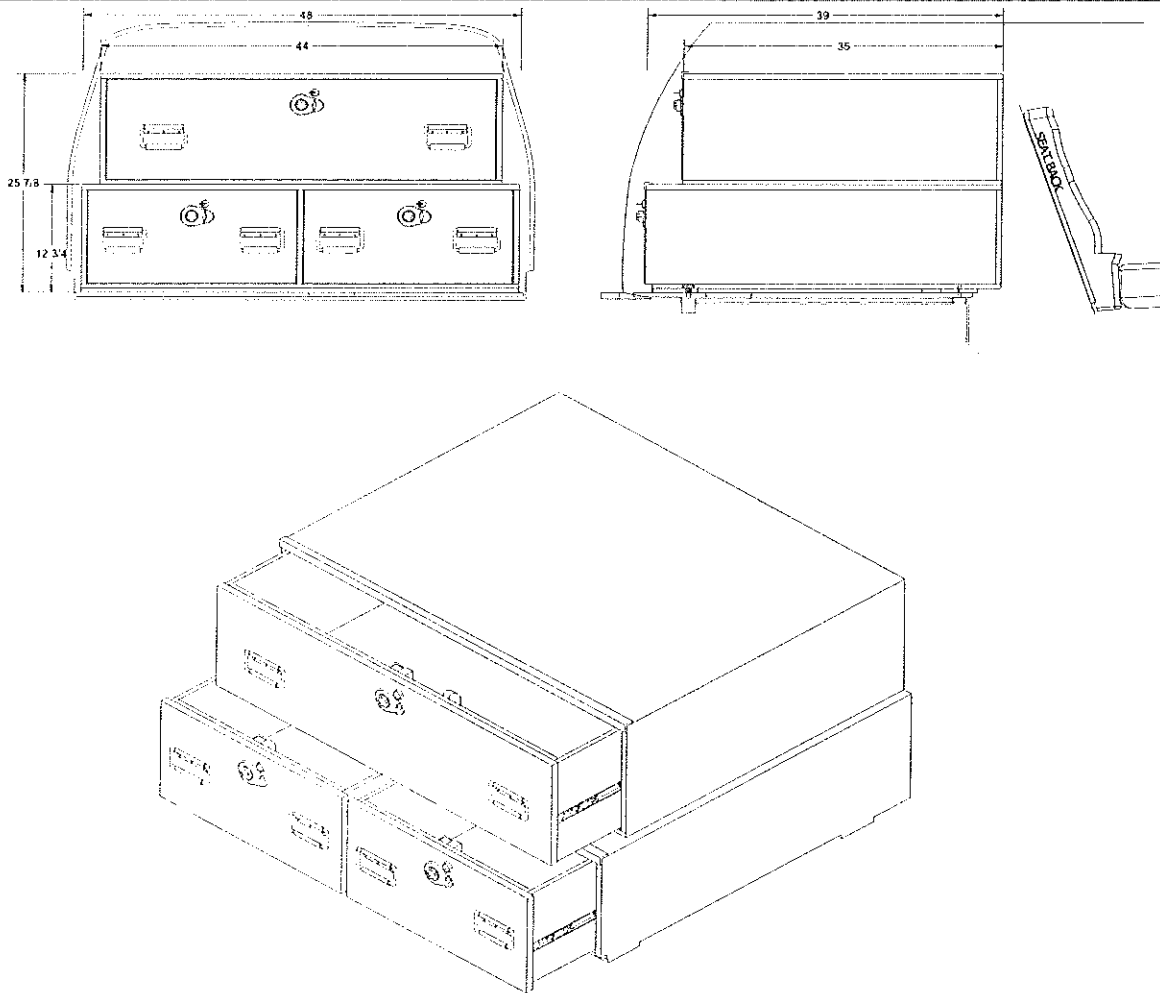
\$0.00

**Total**

**\$9,550.00**

Authorized Signature \_\_\_\_\_

|                      |         |                           |            |               |        |
|----------------------|---------|---------------------------|------------|---------------|--------|
| <b>MAKE:</b>         | FORD    | <b>MODEL:</b>             | EXPEDITION | <b>YEARS:</b> | 2018 - |
| <b>3RD ROW SEAT:</b> | Removed | <b>SPARE TIRE ACCESS:</b> | Yes        | <b>STYLE:</b> |        |

**STOCK CODE: C11895**


|                                |        |                                |           |             |
|--------------------------------|--------|--------------------------------|-----------|-------------|
| <b>VAULT WIDTH:</b>            | 48     | <b>INSIDE DRAWER HEIGHT:</b>   | A: 11     | B: 10 1/8   |
| <b>VAULT LENGTH:</b>           | 39     | <b>INSIDE DRAWER LENGTH:</b>   | A: 33 3/4 | B: 37 3/4   |
| <b>VAULT HEIGHT:</b>           | 25 3/8 | <b>INSIDE DRAWER WIDTH:</b>    | A: 40 7/8 | B: 21 3/16  |
|                                |        | <b>INSIDE DRAWER DIAGONAL:</b> | A: 52 5/8 | B: 42 15/16 |
| <b>OVERALL HEIGHT:</b>         | 25 7/8 |                                |           |             |
| <b>ADDITIONAL INFORMATION:</b> |        |                                |           |             |

**NOTE:** Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating

**NOTE:** Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

**Customer Signature:** \_\_\_\_\_

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

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



**Proposal**

45592

Date: 3/15/2021

Name / Address:

Phone : 603-436-2954

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

| P.O. No.: | Terms  | Rep: |
|-----------|--------|------|
| G. Jordan | Net 15 | 753  |

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

| Qty | Item           | Description                                                                                                                                                                             | Total    |
|-----|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|     |                | 2021 Ford Expedition: Provide & Install New & Customer Provided Equipment                                                                                                               |          |
| 2   | NEVO Labor     | Removal<br>NEVO Service Labor                                                                                                                                                           | 200.00   |
| 1   | Lighting       | Front Lighting<br>Whelen IX48UFZ Ford Expedition, 2018-2021, Ten 3-LED Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs | 800.00   |
| 2   | IONB           | ION™ Series Super-LED Universal Light , w/Universal Mount, Scan-Lock™ Flash Patterns and a 4-wire Pig Tail (BLUE) Black Housing                                                         | 250.00   |
| 2   | VTX609B        | Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)                                                                                                                         | 180.00   |
| 2   | VTX609B        | Rear Lighting<br>Re-use rear window Dominator Light Stick<br>Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)                                                            | 180.00   |
|     |                | Re-Use Lighting & Siren Controller & Siren Speaker From Retired Expedition                                                                                                              |          |
| 1   | Console        | Console<br>Havis Part # C-VS-3000-EXPD-1 Vehicle Specific Console for 2018-2020 Ford Expedition                                                                                         | 850.00   |
| 1   | C-E825-XTL-1P  | SSV 30" Long 12.5" Wide Style Console                                                                                                                                                   | 30.00    |
| 1   | C-CUP2-I       | Equipment Mounting Bracket (Moto)                                                                                                                                                       | 45.00    |
| 1   | C-ARM-102      | Dual internal cup holder                                                                                                                                                                | 75.00    |
| 1   | C-AP-0645      | Side Mount Arm Rest                                                                                                                                                                     | 60.00    |
| 1   | ROOF-FT-NITI-M | Antenna System                                                                                                                                                                          | 50.00    |
| 1   | 3080384M48     | Roof Mount Flexi-Whip Antenna (Antenna Only)                                                                                                                                            | 15.00    |
| 1   | 2880376E84     | NMO Mount 17' Antenna Cable                                                                                                                                                             | 5.00     |
| 1   | HP4            | Mini UHF Antenna Connector (ea.)                                                                                                                                                        | 60.00    |
| 10  | NEVO Labor     | Installation & Materials<br>Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.<br>NEVO Service Labor                                                           | 1,000.00 |

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Thank you for taking the time to review my proposal.  
Sign and return to accept. Valid for 30 days.

Authorized Signature

2-Way Communications Service, Inc.  
19 Durham Street  
Portsmouth, NH 03801



# Proposal

45592

Date: 3/15/2021

Name / Address:

Phone : 603-436-2954

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

Newmarket Police Department  
70 Exeter Street  
Newmarket, NH 03857

| P.O. No.: | Terms  | Rep: |
|-----------|--------|------|
| G. Jordan | Net 15 | 753  |

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

| Qty | Item       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Total |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|     | NEVO TERMS | <p><b>TERMS AND CONDITIONS:</b><br/>By signing this proposal you agree to the following terms and conditions:</p> <ol style="list-style-type: none"> <li>1. You will be invoiced for the equipment on this proposal as soon as the equipment order is received in full at our Fleet Facility</li> <li>2. Some special order items may require full or partial payment at time of order. Please note that special order items may take 4-6 weeks for delivery from the manufacturer. This includes (but is not limited to); Lightbars (interior &amp; exterior), Command/Storage Cabinets, Non-Inventory Lightheads, Partitions, and Vinyl Graphics</li> <li>3. Labor and additional equipment will be invoiced upon completion of work</li> <li>4. Payment for all invoices is due within customer's established terms from date of invoice</li> <li>5. Returned goods and/or canceled orders may be subject to a restocking fee of up to 25%</li> <li>6. There are NO RETURNS on special-order items</li> <li>7. Additional products or services provided outside of the scope of this proposal shall be subject to additional charges</li> <li>8. Customer shall have any vehicles, and equipment requiring service accessible for their scheduled appointment time. Delays due to unavailability may incur additional labor charges</li> <li>9. Delays caused by other vendors, including vehicle manufacturers and delivery delays may effect scheduling</li> <li>10. Services will be performed during 2-Way's normal business hours (Mon-Fri 8:00-4:30) unless otherwise noted</li> </ol> | 0.00  |

Thank you for taking the time to review my proposal.  
Sign and return to accept. Valid for 30 days.

**Subtotal** \$3,800.00

**Sales Tax (0.0%)** \$0.00

**Total** \$3,800.00

Authorized Signature \_\_\_\_\_



Ossipee Mountain Electronics, Inc.

Quote QTE013176  
Date 3/17/2021  
Page 1 of 1

| Bill To                                                      |
|--------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter St<br>Newmarket, NH 03857 |

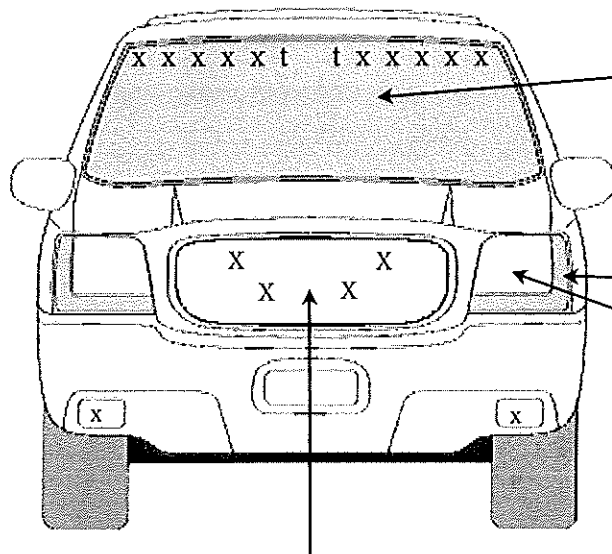
| Ship To                                                      |
|--------------------------------------------------------------|
| Newmarket Police Dept<br>70 Exeter St<br>Newmarket, NH 03857 |

| Customer No. | Salesperson   | Shipping Method    | Payment Terms |
|--------------|---------------|--------------------|---------------|
| NEX560       | Brian Vastine | Northfield Install | Net 30        |

| Item | Quantity | Item Number   | Description                                                                                 | Unit Price | Ext Price |
|------|----------|---------------|---------------------------------------------------------------------------------------------|------------|-----------|
| 1    | 1.00     | IX48UFZ       | Inner Edge Lightbar, 21 EXPD, BLUE w/TDs                                                    | 739.90     | 739.90    |
| 2    | 5.00     | IXP05000      | Inner Edge, BLUE LED, Passenger's Side                                                      | 0.00       | 0.00      |
| 3    | 5.00     | IPX05000      | Inner Edge, BLUE LED, Driver's Side                                                         | 0.00       | 0.00      |
| 4    | 2.00     | TCRHS6        | Tracer, 6 Lamp Housing, SOLO, Specify Light                                                 | 763.70     | 1,527.40  |
| 5    | 6.00     | TCRLB         | Tracer, SOLO Lighthouse, BLUE                                                               | 0.00       | 0.00      |
| 6    | 2.00     | TCRB47        | Tracer, running board mnt, 6-Lamp, F-Ser & Expd                                             | 59.50      | 119.00    |
| 7    | 3.00     | IONBB         | ION Super LED, BLUE/BLUE Black Housing                                                      | 98.00      | 294.00    |
| 8    | 1.00     | IONRR         | ION Super LED, RED/RED Black Housing                                                        | 98.00      | 98.00     |
| 9    | 4.00     | VTX609B       | LED, VERTEX Lighthouse, Mtg. 1" Hole, BLUE                                                  | 79.10      | 316.40    |
| 10   | 1.00     | HHS4206       | Siren, PA, Controller w/SS, Rotary Knob, WeCan                                              | 594.30     | 594.30    |
| 11   | 1.00     | SA315P        | Speaker, Siren, Whelen Nylon Composite, 123dB                                               | 229.60     | 229.60    |
| 12   | 1.00     | SAK64D        | Bracket, Siren Speaker, 18-21 EXPD, Drvr's Side                                             | 28.70      | 28.70     |
| 13   | 1.00     | Z-CSTM-21EXPD | Truck Vault, Custom 2 Tier, 3 Drwr, 21 EXPD                                                 | 4,127.75   | 4,127.75  |
| 14   | 1.00     | C2410         | 24" Console W/ Mtg Brkt                                                                     | 372.55     | 372.55    |
|      |          |               | C-EB40-CCS-1P HHS4206                                                                       |            |           |
|      |          |               | C-EB25-XTL-1P XTL 05                                                                        |            |           |
|      |          |               | C-FP-4 4" Filler                                                                            |            |           |
|      |          |               | C-FP-35 3.5" Filler                                                                         |            |           |
| 15   | 1.00     | C-TMW-F150-03 | Trak Mount Base, 8" x 28", w/Veh Brkts, 15-16 F150                                          | 109.90     | 109.90    |
| 16   | 2.00     | C-ARM-102     | Armrest, Adjustable, Side Mount                                                             | 59.75      | 119.50    |
| 17   | 1.00     | C-AP-0645     | Accessory Pocket, Internal Mount 6" High, 4.5" Deep                                         | 56.30      | 56.30     |
| 18   | 1.00     | C-CUP2-1001   | Cup Holder, Dual, Self Adjusting, 4"                                                        | 50.80      | 50.80     |
| 19   | 1.00     | C-LP-3        | Lighter Plug, 3 Outlet, 12 Volt, 2" Plate                                                   | 38.10      | 38.10     |
| 20   | 1.00     | MMSU-1        | Clip, Magnetic Mic Hangup System, Single                                                    | 34.95      | 34.95     |
| 21   | 1.00     | C-MCB         | Mic Clip Bracket                                                                            | 12.15      | 12.15     |
| 22   | 1.00     | BB132R        | Antenna, HD 132-512MHz, 1/4Wave, Black, Flex Spr                                            | 57.80      | 57.80     |
| 23   | 1.00     | MB8           | Mount, Antenna, 3/4" Hole, 17' RG58 Cable, No Coni                                          | 18.20      | 18.20     |
| 24   | 1.00     | CMUHF58       | Mini UHF Crimp Conn, RG58, MALE                                                             | 2.50       | 2.50      |
| 25   | 1.00     | R1            | Solenoid, 12V, 85 A Continuous.S.P.S.T (24059-BP)                                           | 55.00      | 55.00     |
| 26   | 1.00     | 7510000       | Switch,SPS, Illum .787" Hole,w/ Backing Nut, 20A 14'                                        | 9.35       | 9.35      |
| 27   | 1.00     | MISC-         | Wire, wire ties, fuses, fuse holders, loom, etc.                                            | 150.00     | 150.00    |
| 28   | 1.00     | LABOR         | LABOR                                                                                       | 2,400.00   | 2,400.00  |
|      |          |               | Strip a 2012 Ford Expedition and install new and existing equipment into a 2021 Expedition. |            |           |

|                                                                                               |                    |             |                     |           |
|-----------------------------------------------------------------------------------------------|--------------------|-------------|---------------------|-----------|
| Quoted By: _____                                                                              | Accepted By: _____ | Date: _____ | Subtotal            | 11,562.15 |
| PRICE QUOTE GOOD FOR 30 DAYS<br>DELIVERY: 30 DAYS ARO<br>TERMS: NET 30 DAYS<br>INSTALL AT OME |                    |             | Additional Discount | 0.00      |
|                                                                                               |                    |             | Freight             | 75.00     |
|                                                                                               |                    |             | Total               | 11,637.15 |

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254  
TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587  
www.omesbs.com



☒ New

☐ Used IX48UFZ w/IXP05000 & IXD05000

☐ New

☐ Used

☐ New

☐ Used

Install In: Amber Clear

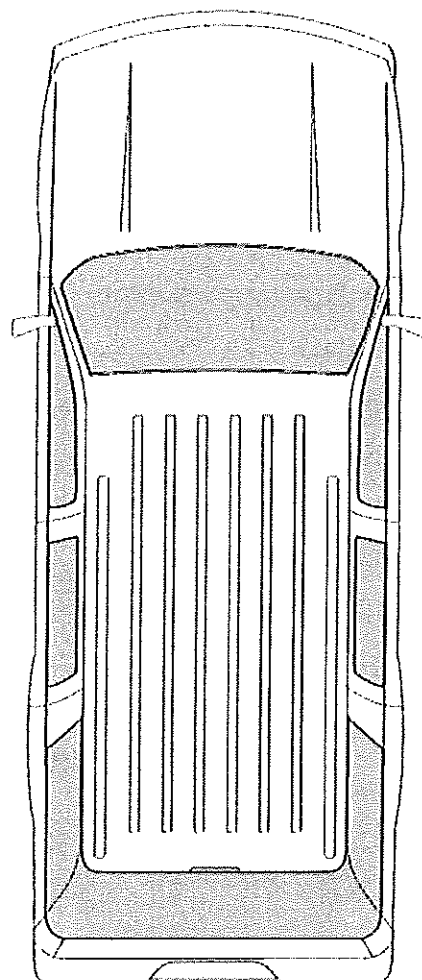
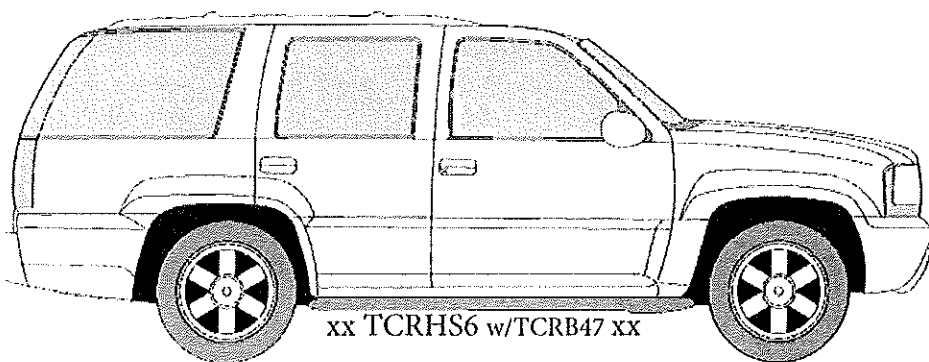
☒ New

☐ Used VTX609B

Install In: Amber xClear

☒ New

☐ Used (3)IONB & (1) IONR



☐ New

☒ Used

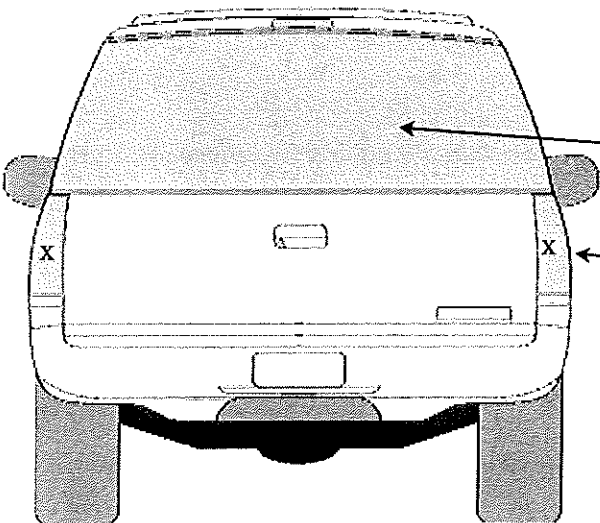
☒ New

☐ Used VTX609B

Install In: Amber Clear Red

☐ New

☐ Used



| Strip - 2012 Ford EXPD               |       |                        | OME # -                       |                             | Date: 3/9/2021 |
|--------------------------------------|-------|------------------------|-------------------------------|-----------------------------|----------------|
| OME Emergency Vehicle Equipment List |       |                        |                               |                             |                |
| Customer: Newmarket PD               |       |                        | Contact: Scott Kukesh         |                             | Ph: 659-6636   |
| Make: Ford                           |       |                        | Model & #: Expedition / CAR 7 |                             | Year: 2021     |
| New                                  | Exist | Equipment              | Model                         | Location / Additional Info  | M/I/H          |
| 1                                    |       | Roof / Front Lightbar  | IX48UFZ                       | w/IXP05000 & IXD05000       | I              |
|                                      |       | Rear Lightbar          |                               |                             |                |
|                                      |       | Traffic Advisor        |                               |                             |                |
|                                      |       | TA Controller          |                               |                             |                |
|                                      | 1     | Dome/Cargo Light       |                               |                             |                |
| 1                                    |       | Switch Box             | HHS4206                       |                             | I              |
| x                                    |       | Siren                  | "                             |                             |                |
| 1                                    |       | Siren Speaker          | SA315P                        |                             |                |
| 1                                    |       | Siren Speaker Brckt    | SAK65D                        |                             |                |
|                                      | 1     | Radio                  | XTL2500 05                    |                             | I              |
|                                      |       | Vehicle Repeater       |                               |                             |                |
|                                      |       | Portable Charger       |                               |                             |                |
|                                      |       | Camera System          |                               |                             |                |
|                                      |       | Radar                  |                               |                             |                |
|                                      |       | Computer               |                               |                             |                |
|                                      |       | Computer Mnt           |                               |                             |                |
|                                      |       | Keyboard & Dock        |                               |                             |                |
| 1                                    |       | Organizer/Cmnd Cab     |                               |                             |                |
|                                      |       | Prisoner/K9 Transport  |                               |                             |                |
|                                      |       | Prisoner Seat          |                               |                             |                |
|                                      |       | Partition - Front (RP) |                               |                             |                |
|                                      |       | BSAP/LEP/Trnsfr Kit    |                               |                             |                |
|                                      |       | Partition - Rear       |                               |                             |                |
|                                      |       | Window Bars            |                               |                             |                |
|                                      |       | Push Bumper            |                               |                             |                |
|                                      |       | Trunk Tray             |                               |                             |                |
|                                      |       | Gun Mnt & Switch       |                               |                             |                |
| 1                                    |       | Console                | C-2410                        | w/C-TMW-F150-03             |                |
| 2                                    |       | Arm Rest               | C-ARM-102                     | driver's & passenger's side |                |
| 1                                    |       | Accessory Pocket       | C-AP-0645                     |                             |                |
| 1                                    |       | Cup Holder             | CUP2-1001                     |                             |                |
|                                      |       | Map Light              |                               |                             |                |
| 1                                    |       | 12V / USB Acc Outlet   | C-LP-3                        |                             | I              |
| 1                                    |       | Mic Clip / Bracket     | MMSU-1                        | and C-MCB                   |                |
|                                      |       | Remote Start           |                               |                             |                |
|                                      |       | IdleRight II           |                               |                             |                |
|                                      |       | Anit-Theft Device      |                               |                             |                |
|                                      |       | Chrg Guard             |                               |                             |                |
|                                      |       | Cellular Amplifier     |                               |                             |                |
|                                      |       | Power Supply           |                               |                             |                |
|                                      |       | Flashlight             |                               |                             |                |
|                                      |       | Seat Cover             |                               |                             |                |
| 1                                    |       | Antennas A             | BB132R, MB8, CMUHF58          |                             |                |
|                                      |       | Antennas B             |                               |                             |                |
| 1                                    |       | Relays                 | R1                            | for Ignition                |                |
|                                      |       | Additional Switches    |                               |                             |                |

Customer: Newmarket PD Expedition

Date: 3/9/2021

CONSOLE TOP/SIDE VIEW:

|         |            |               |
|---------|------------|---------------|
| 4"      | Controller | C-EB40-CCS-1P |
| 2.5"    | Radio      | C-EB25-XTL-1P |
| 4"      | Dual Cup   | CUP2-1001     |
| 6"      | Acc Pocket | C-AP-0645     |
| ArmRest | ArmRest    | C-ARM-103     |
| 4"      | Filler     | C-FP-4        |
| 3.5"    | Filler     | C-FP-35       |

VARIOUS MOUNTING LOCATIONS: [Dash, Trunk, Cage, Etc.]

Gun Mount - n/a

Radio Spkr - where it makes sense

Radar - n/a

NOTES:

Radio Re-broadcast - NO

Horn Ring - NO

Mobile Data - n/a

Cell Phone - n/a

OPTIMA Battery: NO

Yellow -

Red -

Blue -

SWITCH PANEL LAYOUT

| SLIDE SWITCH |                      |                        | SWITCHES |   |   |   |   |   |
|--------------|----------------------|------------------------|----------|---|---|---|---|---|
| REAR         | ADD FRONT<br>& SIDES | ADD<br>FLSHING<br>TD's | TD       |   |   |   |   |   |
| S            | W                    | I                      | T        | C | H | E | S | I |
|              |                      |                        |          |   |   |   |   |   |

**Car 7 2012 Ford Expedition VIN 1FMJU1G50CEF07693 Plate # MP 8467**

| Date       | Work Done                                     | Parts      | Labor      | Mileage    | Total      |
|------------|-----------------------------------------------|------------|------------|------------|------------|
| 4/10/2012  | Oil Change                                    |            | \$30.00    | 71935      | \$30.00    |
| 12/11/2012 | Oil Change                                    |            | \$30.00    | 73963      | \$30.00    |
| 4/29/2013  | Oil Change                                    |            | \$30.00    | 78991      | \$30.00    |
| 7/31/2013  | Replace Plate Bracket                         |            | \$80.00    | 102100     | \$80.00    |
|            | this was caused by mva 10-17                  |            |            |            | \$0.00     |
|            | restitution being made by same                |            |            |            | \$0.00     |
| 12/18/2013 | Oil Change                                    |            | \$30.00    | 11043      | \$30.00    |
| 2/25/2014  | State Inspection                              |            | \$40.00    | 13797      | \$40.00    |
| 12/8/2014  | Tire Rotation                                 |            | \$12.00    | 19581      | \$12.00    |
| 12/8/2014  | Oil Change                                    |            | \$30.00    |            | \$30.00    |
| 2/26/2015  | Front brake pads                              | \$54.03    |            | 21064      | \$54.03    |
|            | Inspection                                    | \$30.00    |            |            | \$30.00    |
|            | Labor brakes                                  |            | \$65.00    |            | \$65.00    |
|            | Front brake rotors                            | \$59.30    |            |            | \$59.30    |
| 3/26/2015  | Engine cooling fan                            | \$215.23   |            |            | \$215.23   |
|            | Exhaust gaskets                               | \$2.62     |            |            | \$2.62     |
|            | labor                                         | \$65.00    |            |            | \$65.00    |
| 4/1/2015   | Replace battery                               | \$103.50   | \$65.00    |            | \$168.50   |
| 7/16/2015  | Inspection                                    |            | \$40.00    | 22000      | \$40.00    |
| 5/4/2016   | Oil Change                                    |            | \$30.00    | 26068      | \$30.00    |
| 9/26/2016  | Inspection                                    |            | \$40.00    | 27822      | \$40.00    |
|            | WiPERS                                        | \$24.00    |            |            | \$24.00    |
|            | Mount & Balance                               |            | \$40.00    |            | \$40.00    |
|            | Tire Disposal                                 |            | \$12.00    |            | \$12.00    |
| 9/27/2016  | mcfarland safety recal # 16S19/NHTSA 16-V-248 |            | \$0.00     | 27835      | \$0.00     |
| 1/13/2017  | Oil Change                                    |            | \$40.00    | 34222      | \$40.00    |
| 3/15/2017  | WiPERS                                        | \$14.00    |            |            | \$14.00    |
| 8/3/2017   | Inspection                                    |            | \$40.00    |            | \$40.00    |
| 1/25/2018  | Oil Change                                    |            | \$30.00    | 37077      | \$30.00    |
|            | Tire Rotation                                 |            | \$15.00    |            | \$15.00    |
| 12/4/2018  | wipers                                        | \$567.68   | \$684.00   |            | \$1,251.68 |
|            | light                                         | \$26.00    |            |            | \$32.00    |
| 12/10/2018 | Repair wires to door locks                    | \$6.00     | \$195.00   | not listed | \$195.00   |
| 12/20/2018 | Battery                                       | \$145.00   |            | 41795      | \$145.00   |
| 3/22/2019  | Oil Change                                    |            | \$30.00    | 41266      | \$30.00    |
| 7/30/2019  | Oil Change                                    |            | \$40.00    | 43000      | \$30.00    |
| 6/29/1902  | Power Steering Line                           | \$135.00   |            | 46194      | \$10.00    |
|            | Labor                                         |            | \$210.00   |            | \$135.00   |
|            | Fluid film coating                            | \$149.95   |            |            | \$210.00   |
|            | Blend door motor                              | \$34.55    |            |            | \$149.95   |
|            | inspection                                    |            | \$40.00    | not listed | \$34.55    |
| 11/14/2019 | Remove Cage                                   |            | \$70.00    |            | \$40.00    |
| 1/8/2020   | Rear Brake Pad                                | \$55.00    |            |            | \$70.00    |
|            | Rear Brake Rotors                             | \$176.00   |            | 48815      | \$55.00    |
|            | Rear Brake Calipers                           | \$410.00   |            |            | \$176.00   |
|            | Labor                                         |            | \$70.00    |            | \$410.00   |
| 4/14/2020  | Muffler                                       | \$265.00   |            | 50693      | \$70.00    |
|            | Tail Pipe                                     | \$57.40    |            |            | \$265.00   |
|            | ex pipe                                       | \$55.00    |            |            | \$57.40    |
| 7/14/2020  | Blower resistor                               | \$43.00    | \$70.00    |            | \$55.00    |
| 9/10/2020  | Body work right side ( labor)                 |            | \$320.00   | 53511      | \$113.00   |
|            | Inspection                                    |            | \$40.00    |            | \$320.00   |
|            | labor                                         |            |            | 140        | \$40.00    |
|            |                                               |            |            |            | \$140.00   |
|            |                                               | \$2,693.26 | \$2,468.00 |            | \$5,161.26 |

\$5,386.52

\$4,936.00 Total Spent:

\$10,322.52

**Car 7 2012 Ford Expedition VIN 1FMJU1G50CEF07693 Plate # MP 8467**

| Date       | Work Done                                     | Parts      | Labor      | Mileage    | Total      |
|------------|-----------------------------------------------|------------|------------|------------|------------|
| 4/10/2012  | Oil Change                                    |            | \$30.00    | 71935      | \$30.00    |
| 12/11/2012 | Oil Change                                    |            | \$30.00    | 73963      | \$30.00    |
| 4/29/2013  | Oil Change                                    |            | \$30.00    | 78991      | \$30.00    |
| 7/31/2013  | Replace Plate Bracket                         |            | \$80.00    | 102100     | \$80.00    |
|            | this was caused by mva 10-17                  |            |            |            | \$0.00     |
|            | restitution being made by same                |            |            |            | \$0.00     |
| 12/18/2013 | Oil Change                                    |            | \$30.00    | 11043      | \$30.00    |
| 2/25/2014  | State Inspection                              |            | \$40.00    | 13797      | \$40.00    |
| 12/8/2014  | Tire Rotation                                 |            | \$12.00    | 19581      | \$12.00    |
| 12/8/2014  | Oil Change                                    |            | \$30.00    |            | \$30.00    |
| 2/26/2015  | Front brake pads                              | \$54.03    |            | 21064      | \$54.03    |
|            | Inspection                                    | \$30.00    |            |            | \$30.00    |
|            | Labor brakes                                  |            | \$65.00    |            | \$65.00    |
|            | Front brake rotors                            | \$59.30    |            |            | \$59.30    |
| 3/26/2015  | Engine cooling fan                            | \$215.23   |            |            | \$215.23   |
|            | Exhaust gaskets                               | \$2.62     |            |            | \$2.62     |
|            | labor                                         | \$65.00    |            |            | \$65.00    |
| 4/1/2015   | Replace battery                               | \$103.50   | \$65.00    |            | \$168.50   |
| 7/16/2015  | Inspection                                    |            | \$40.00    | 22000      | \$40.00    |
| 5/4/2016   | Oil Change                                    |            | \$30.00    | 26068      | \$30.00    |
| 9/26/2016  | Inspection                                    |            | \$40.00    | 27822      | \$40.00    |
|            | WiPERS                                        | \$24.00    |            |            | \$24.00    |
|            | Mount & Balance                               |            | \$40.00    |            | \$40.00    |
|            | Tire Disposal                                 |            | \$12.00    |            | \$12.00    |
| 9/27/2016  | mcfarland safety recal # 16S19/NHTSA 16-V-248 |            | \$0.00     | 27835      | \$0.00     |
| 1/13/2017  | Oil Change                                    |            | \$40.00    | 34222      | \$40.00    |
| 3/15/2017  | WiPERS                                        | \$14.00    |            |            | \$14.00    |
| 8/3/2017   | Inspection                                    |            | \$40.00    |            | \$40.00    |
| 1/25/2018  | Oil Change                                    |            | \$30.00    | 37077      | \$30.00    |
|            | Tire Rotation                                 |            | \$15.00    |            | \$15.00    |
| 12/4/2018  | wipers                                        | \$567.68   | \$684.00   |            | \$1,251.68 |
|            | light                                         | \$26.00    |            |            | \$26.00    |
| 12/10/2018 | Repair wires to door locks                    | \$6.00     | \$195.00   | not listed | \$195.00   |
| 12/20/2018 | Battery                                       | \$145.00   |            | 41795      | \$145.00   |
| 3/22/2019  | Oil Change                                    |            | \$30.00    | 41266      | \$30.00    |
| 7/30/2019  | Oil Change                                    |            | \$40.00    | 43000      | \$40.00    |
| 6/29/1902  | Power Steering Line                           | \$135.00   |            | 46194      | \$135.00   |
|            | Labor                                         |            | \$210.00   |            | \$210.00   |
|            | Fluid film coating                            | \$149.95   |            |            | \$149.95   |
|            | Blend door motor                              | \$34.55    |            |            | \$34.55    |
|            | inspection                                    |            | \$40.00    | not listed | \$40.00    |
| 11/14/2019 | Remove Cage                                   |            | \$70.00    |            | \$70.00    |
| 1/8/2020   | Rear Brake Pad                                | \$55.00    |            | 48815      | \$55.00    |
|            | Rear Brake Rotors                             | \$176.00   |            |            | \$176.00   |
|            | Rear Brake Calipers                           | \$410.00   |            |            | \$410.00   |
|            | Labor                                         |            | \$70.00    |            | \$70.00    |
| 4/14/2020  | Muffler                                       | \$265.00   |            | 50693      | \$265.00   |
|            | Tail Pipe                                     | \$57.40    |            |            | \$57.40    |
|            | ex pipe                                       | \$55.00    |            |            | \$55.00    |
| 7/14/2020  | Blower resistor                               | \$43.00    | \$70.00    |            | \$113.00   |
| 9/10/2020  | Body work right side ( labor)                 |            | \$320.00   | 53511      | \$320.00   |
|            | Inspection                                    |            | \$40.00    |            | \$40.00    |
|            | labor                                         |            |            | 140        | \$140.00   |
|            |                                               | \$2,693.26 | \$2,468.00 |            | \$5,161.26 |

\$5,386.52

\$4,936.00 Total Spent:

\$10,322.52

Prepared for: , TOWN OF NEWMARKET PD

---

## 2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 115

---



### Client Proposal

Prepared by:  
Eric Cummings  
Office: 603-772-5953  
Date: 01/21/2021



**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Expedition 4dr 4x4 XL (U1G)**

Price Level: 115

**As Configured Vehicle**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                              | MSRP        |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| U1G                          | Base Vehicle Price (U1G)                                                                                                                                                                                                                                                                                                                                                                                 | \$52,075.00 |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| 99T                          | Engine: 3.5L EcoBoost V6<br><i>Includes auto start-stop technology.</i>                                                                                                                                                                                                                                                                                                                                  | Included    |
| 44U                          | Transmission: 10-Speed Automatic<br>w/SelectShift                                                                                                                                                                                                                                                                                                                                                        | Included    |
| STDGV                        | GVWR: 7,450 lbs                                                                                                                                                                                                                                                                                                                                                                                          | Included    |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| L                            | Cloth Front Captain's Chairs<br><i>5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.</i>                                                                                                                                                        | Included    |
| <b>Other Options</b>         |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| PAINT                        | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                               | STD         |
| 122WB                        | 122" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                           | STD         |
| STDRD                        | Radio: AM/FM Stereo w/MP3<br>Capable<br><i>Includes speed-compensated volume and 6 speakers.<br/>Includes:<br/>- SYNC Communications &amp; Entertainment System<br/>Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).</i> | Included    |
| 66R                          | Reverse Sensing System                                                                                                                                                                                                                                                                                                                                                                                   | \$110.00    |
| 153                          | Front License Plate Bracket<br><i>Standard in states requiring two license plates and optional to all others.</i>                                                                                                                                                                                                                                                                                        | N/C         |
| <b>Emissions</b>             |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| 425                          | 50 States Emissions System                                                                                                                                                                                                                                                                                                                                                                               | STD         |
| <b>Interior Colors</b>       |                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| LH_01                        | Ebony                                                                                                                                                                                                                                                                                                                                                                                                    | N/C         |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Expedition 4dr 4x4 XL (U1G)**

Price Level: 115

**As Configured Vehicle (cont'd)**

| Code                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | MSRP        |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Primary Colors</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |
| UM_03                 | Agate Black Metallic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/C         |
| <b>Fleet Options</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |
| 102A                  | <b>Equipment Group 102A SSV Package</b><br><i>Includes:</i><br>- Engine: 3.5L EcoBoost V6<br><i>Includes auto start-stop technology.</i><br>- Transmission: 10-Speed Automatic w/SelectShift<br>- ControlTrac w/3.73 Axle Ratio<br><i>Includes eLSD (Electronic Limited-Slip Differential).</i><br>- 2-Speed Automatic 4WD<br><i>Includes neutral towing capability.</i><br>- GVWR: 7,450 lbs<br>- Cloth Front Captain's Chairs<br>5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.<br>- Radio: AM/FM Stereo w/MP3 Capable<br><i>Includes speed-compensated volume and 6 speakers.</i><br>- SYNC Communications & Entertainment System<br><i>Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).</i><br>- Column Shifter<br>- Vinyl Floor Covering<br>- Vinyl 2nd Row Seating<br>- Skid Plates<br><i>Includes fuel tank underbody protection.</i><br>- Center Console Delete<br><i>Deletes armrest and covered media bin.</i><br>- USB Port Delete<br><i>Deletes second row smart charging USB port - one (1) A and one (1) C in the back side of the center floor console.</i><br>- Manual Telescoping Steering Wheel Delete<br>- Push Button Keyless Start Delete | -\$2,080.00 |
| 62E                   | <b>ControlTrac w/3.73 Axle Ratio</b><br><i>Includes eLSD (Electronic Limited-Slip Differential).</i><br><i>Includes:</i><br>- 2-Speed Automatic 4WD<br><i>Includes neutral towing capability.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Included    |
| NONTR2                | <b>Tires: P275/65R18 AT OWL w/536</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included    |
| NONWL1                | <b>Wheels: 18" Machined-Face Aluminum w/536</b><br><i>Includes magnetic painted pockets.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included    |
| 536                   | <b>Heavy-Duty Trailer Tow Package</b><br><i>Includes:</i><br>- Wheels: 18" Machined-Face Aluminum w/536<br><i>Includes magnetic painted pockets.</i><br>- Tires: P275/65R18 AT OWL w/536<br>- Heavy-Duty Engine Radiator<br>- Integrated Trailer Brake Controller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$795.00    |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Expedition 4dr 4x4 XL (U1G)**

Price Level: 115

**As Configured Vehicle (cont'd)**

| <b>Code</b>        | <b>Description</b>            | <b>MSRP</b> |
|--------------------|-------------------------------|-------------|
| 18B                | Black Platform Running Boards | \$405.00    |
| SUBTOTAL           |                               | \$51,305.00 |
| Destination Charge |                               | \$1,695.00  |
| TOTAL              |                               | \$53,000.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

TOWN OF NEWMARKET PD

Prepared by: Eric Cummings

01/21/2021

McFarland Ford Sales, Inc. | 151 Portsmouth Ave Exeter New Hampshire | 038332186

**2021 Expedition 4dr 4x4 XL (U1G)**

Price Level: 115

## Pricing Summary - Single Vehicle

**MSRP***Vehicle Pricing*

|                    |             |
|--------------------|-------------|
| Base Vehicle Price | \$52,075.00 |
| Options & Colors   | -\$770.00   |
| Upfitting          | \$0.00      |
| Destination Charge | \$1,695.00  |

|                 |                    |
|-----------------|--------------------|
| <b>Subtotal</b> | <b>\$53,000.00</b> |
|-----------------|--------------------|

*Pre-Tax Adjustments*

| Code     | Description                       |              |
|----------|-----------------------------------|--------------|
| Discount | STATE BID DISCOUNT                | -\$14,870.00 |
| FORD EXT | FORD PROTECT EXTRA CARE W 100 DED | \$2,430.00   |

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$40,560.00</b> |
|--------------|--------------------|

\_\_\_\_\_  
Customer Signature\_\_\_\_\_  
Acceptance Date

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2020/2021-41**

**Purchase of a Ford Expedition for the Police Department to include costs associated with replacement and/or transferal of emergency lighting, and equipment**

**WHEREAS:** the Police Department seeks to replace a current 2012 Ford Expedition with 57,515 miles with a New Ford Expedition at the State bid price of \$ 40,560.00; and

**WHEREAS:** the Police Department's request includes the costs associated with the transferal and/or replacement of police radios, emergency lighting and equipment necessary for police services; and

**WHEREAS:** the Police Department Capital Reserve Account for police cruisers currently has a balance of \$161,115.19; and

**WHEREAS:** the total cost for the vehicle and related equipment is estimated not to exceed \$50,110.00;

**NOW, THEREFORE, BE IT RESOLVED** that the Newmarket Town Council does hereby approve the withdrawal of funds not to exceed \$50,110.00 from the Police Department Capital Reserve Account for the purpose of purchasing and equipping a new Ford Explorer for the Town and to authorize the Town Manager to execute any associated agreements.

*First Reading:*

*Second Reading:*

*Approval:*

| <b>VOTING RECORD</b>     |     |    |         |
|--------------------------|-----|----|---------|
| Date of Vote:            | YES | NO | ABSTAIN |
| Councilor Megan Brabec   |     |    |         |
| Councilor Helen Sanders  |     |    |         |
| Councilor Zachary Dumont |     |    |         |

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| Councilor Jon Kiper               |  |  |  |
| Councilor Scott Blackstone        |  |  |  |
| Councilor Katanna Conley          |  |  |  |
| Chair Toni Weinstein              |  |  |  |
| Total Votes:                      |  |  |  |
| Resolution: Does   Does Not pass. |  |  |  |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk









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       |
|-------------------------------------------------------------------------|-------------|------------|
| Resolution #20202021-42 - Wentworth Cheswill 275th Birthday Celebration | 3/30/2021   | Cover Memo |



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

**Resolution #2020/2021-42  
Celebrating the 275<sup>th</sup> Birthday of Wentworth Cheswill**

- WHEREAS:** On April 11, 1746, Hopestill Cheswill and Katherine Keniston, a biracial couple, had a child named Wentworth Cheswill in Newmarket, NH, and
- WHEREAS:** Hopestill earned enough money by building many of the prominent houses in Portsmouth, NH to send Wentworth to Governor Dummer Academy, which allowed him to come back to Newmarket and serve as a schoolmaster, and
- WHEREAS:** In 1768, 22-year-old Wentworth Cheswill won election as constable of the Town of Newmarket, making him the first African American elected to public office, and
- WHEREAS:** Wentworth Cheswill also served the town as a selectman, assessor, justice of the peace and auditor, and
- WHEREAS:** While serving as town messenger, Wentworth Cheswill on December 13, 1774, at the same time as Paul Revere, carried the news to the citizens of Portsmouth that two British warships were coming to take gunpowder and munitions from Fort William and Mary, and
- WHEREAS:** Wentworth Cheswill died at age 70 of typhus on March 8, 1817.

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

The Town Council honors the legacy of Wentworth Cheswill and all of the contributions that he made to our town, state and country.

**LET IT FURTHER, BE RESOLVED BY NEWMARKET TOWN COUNCIL THAT:**

The Town Council encourages everyone to learn about these contributions in honor of Wentworth Cheswill on the 275<sup>th</sup> Anniversary of his birth.

*First Reading:*                      *April 7, 2021*

*Second Reading:*                      *April 7, 2021*

*Approval:*                              *April 7, 2021*

| <b>VOTING RECORD</b>              |     |    |         |
|-----------------------------------|-----|----|---------|
| Date of Vote:                     | YES | NO | ABSTAIN |
| Councilor Dumont                  |     |    |         |
| Councilor Sanders                 |     |    |         |
| Councilor Blackstone              |     |    |         |
| Councilor Brabec                  |     |    |         |
| Councilor Kiper                   |     |    |         |
| Councilor Conley                  |     |    |         |
| Chair Weinstein                   |     |    |         |
| Total Votes:                      |     |    |         |
| Resolution: Does   Does Not pass. |     |    |         |

Approved: \_\_\_\_\_  
Toni Weinstein, Chair Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



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