



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, March 17, 2021, 7:00 PM
Town Hall Auditorium and Zoom

- 1. Pledge of Allegiance**
- 2. Public Forum**
- 3. Town Council to Consider Acceptance of Minutes**
 - a. March 3, 2021
Accept a Motion to Approve the March 3, 2021 Meeting Minutes.
- 4. Report of the Town Manager**
 - a. Dale Pike
Coastal Adaptation Group Overview
 - b. Town Manager's Report
 - c. Department Reports
- 5. Committee Reports**
- 6. Old Business**
 - a. **Resolutions/Ordinances in the 2nd Reading**
 - i. **Resolution #2020/2021-35 - Arts & Tourism Commission Trust Fund**
Accept a Motion to Approve Resolution #2020/2021-35 - Arts & Tourism Commission Trust Fund.
 - ii. **Resolution #2020/2021-36 - Stryker Power Pro Ambulance Cot**
Accept a Motion to Approve Resolution #2020/2021-36 - Stryker Power Pro Ambulance Cot.
 - iii. **Resolution #2020/2021-37 - Paramedic Service**
Accept a Motion to Approve Resolution #2020/2021-37 - Paramedic Service.

7. New Business/Correspondence

a. Town Council to Consider Nominations, Appointments and Elections

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

Accept a Motion to Reappoint Sam Kenney to the Conservation Commission with a term expiration of April 2024.

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

Accept a Motion to Reappoint Philip Nazzaro to the Veterans War Memorial Trust Committee with a term expiration of April 2024.

b. Resolutions/Ordinances in the 1st Reading

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

ii. Resolution #2020/2021-39 - Dewatering Improvements

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting

i. April 7, 2021

8. Adjournment

Visitor Orientation to the Town Council Meeting

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

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

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



Town Hall
186 Main Street
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 3, 2021	3/9/2021	Cover Memo

TOWN OF NEWMARKET, NEW HAMPSHIRE

TOWN COUNCIL REGULAR MEETING

March 3, 2021 7:00 PM

Town Hall Auditorium and Zoom

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

Staff Present: Town Manager Stephen Fournier, Environmental Services Director Sean Greig and Wendy Chase Recording Secretary.

Chair Weinstein convened the meeting at 7:00 PM.

Town Manager Fournier read the zoom meeting preamble.

Recording Secretary Chase called the roll.

Chair Weinstein led the Pledge of Allegiance.

DRAFT MINUTES

AGENDA

PUBLIC FORUM

Chair Weinstein opened the Public Forum at 7:04 PM.

Chair Weinstein closed the Public Forum at 7:04:05 PM without public comment.

PUBLIC HEARING

Resolution #2020/2021-33 - Acceptance of Boulder Drive as a Town Road

Chair Weinstein opened the Public Hearing for Resolution #2020/2021-33 - Acceptance of Boulder Drive as a Town Road at 7:05 PM.

Chair Weinstein closed the Public Hearing for Resolution #2020/2021-33 - Acceptance of Boulder Drive as a Town Road at 7:05:05 PM without public comment.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

February 17, 2021

Councilor Burns made a motion to Approve *the February 17, 2021 Meeting Minutes*, which was seconded by Councilor Dumont.

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

REPORT OF THE TOWN MANAGER

Town Manager's Report

Town Manager Fournier reported on the following:

- **COVID-19** - As of February 24th there are 10 active cases, and 409 cumulative cases. Over the last 14 days, there are 35 new cases. 5,750 PCR tests have been issued to Newmarket residents.
- **Vaccination** - The State hopes to have phase 2A's rollout by the end of the month (teachers/childcare workers). We are working with partners to determine if we can assist in distributing vaccines locally for those who can not make it to one of the State determined sites.
- **General Permit and the Proposed Great Bay Intermunicipal Agreement** - The EPA issued the Great Bay Total Nitrogen General Permit in November for the 12 communities/13 wastewater plants in the Great Bay region. The cities of Dover, Rochester, and Portsmouth are creating an inter-municipal agreement between the communities to share resources and costs but Newmarket has already contributed significant funds and made significant efforts towards compliance. We'd like to work with our neighbors and suggest picking and choosing projects to join the other communities to work on.
- **Electronic Voting Machines** - Stemming from an incident in Windham we have been fielding questions about the accuracy of our voting machines. The Deputy Secretary of State said that it appears the Windham Acuvote issue appears to have arisen from a vote-counting mistake. The Acuvote machine is the only machine approved in NH to read and count ballots. If the Town decides not to use the machine it will go back to hand-counting ballots. We have had recounts in the past, with the outcomes not changing greatly. This seems to have been due to one error and not some conspiracy as has been suggested.
- **Macallen Dam** - A representative from Obermeyer indicated that the anchor plate that connects the center tension strap to the gate was manufactured too small due to the gate size discrepancy, which resulted in the center anchor plate not being able to be tightened sufficiently. Obermeyer will manufacture a new plate and send it to SumCo so that it can be replaced, and the tension strap can be installed correctly. GZA observed that the gate sections had crept downward overnight 0.5 inches, most likely due to the cold lowering the air pressure inside the air bladder.
- **Solar Array** - We are currently working with legal counsel on right-of-ways and easement issues.
- **March 9th Election** - There are only 4 Councilors that will be scheduled to work on election day due to the fact that 3 Councilors are on the ballot. We do need a quorum at the end of the night (7:00 PM) to certify the vote. The Councilors on the ballot can help with the School ballot and the School Board members on the ballot can help out with the

Town ballot. Unlike some other States, Newmarket has paper ballots - a hard copy of all votes.

Councilor Dumont stated that if any resident has any questions regarding the election they are welcome to attend the election and witness how efficiently it is run.

COMMITTEE REPORTS

Councilor Dumont reported that the Ordinance Oversight Committee met to mainly address the noise ordinance. Some residents have expressed concerns over their close proximity to businesses with outdoor music events. The Committee discussed implementing a form of licensing for outdoor music events that would have specific guidelines and be considered on a case-by-case basis.

Councilor Brabec reported that the Adhoc Riverfront Advisory Committee met. Town Manager Fournier will followup with UNH to see if there are students interested in working on riverfront projects with the town.

OLD BUSINESS

RESOLUTIONS/ORDINANCES IN THE 2ND READING

Resolution #2020/2021-33 - Acceptance of Boulder Drive as a Town Road

Councilor Burns made a motion to Approve *Resolution #2020/2021-33 Acceptance of Boulder Drive as a Town Road*, which was seconded by Councilor Dumont.

Town Manager Fournier explained that Boulder Heights 11-lot subdivision was approved by the Planning Board in 2016. The roadway was constructed in accordance with town regulations and meets the standards of the town's engineer and Public Works Director. In order for the residents to receive public services, the Town has to accept the road.

There will be some financial impact because the Town will be maintaining the road.

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

Resolution #2020/2021-34 - South Main Street, Bay Road, and Cushing Road Water Project

Councilor Burns made a motion to Approve *Resolution #2020/2021-34 South Main Street, Bay Road and Cushing Road Water Project*, which was seconded by Councilor Dumont.

Environmental Services Director Greig explained that the project entails the replacement of water mains from Grant Road to Packers Falls Road and Route 108 Bay Road to Lamprey River MHP. There will be a sewer main replacement. All lines are over 100 years old. They also intend to extend from Bay Road to Cushing Road and Moody Point. Moody Point will pay for that portion of the project through betterment fees. The rest of the project will come from world development funds except for the sewer main replacement which will come from sewer capital reserves. The project was put out to bid and we received 10 bids. The total estimated amount of

the project including engineering is 4.5 million dollars. Wright-Pierce Engineering will oversee the Moody Point portion of the project and Fuss & O'neil Engineering will oversee the rest of the project.

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

NEW BUSINESS/CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS

David Wade - Veterans War Memorial Trust Committee - Term Expiration April 2024

Councilor Burns made a motion to Approve *the Appointment of David Wade 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.

David Smith - Cemetery Trustee - Term Expiration April 2023

Councilor Burns made a motion to Approve *the Appointment of David Smith to the Cemetery Trustees with a term expiration of April 2023*, which was seconded by Councilor Dumont.

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

Resolutions/Ordinances in the 1st Reading

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

Chair Weinstein read Resolution #2020/2021-35 into the record.

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

Chair Weinstein read Resolution #2020/2021-36 into the record.

Resolution #2020/2021-37 - Paramedic Service

Chair Weinstein read Resolution #2020/2021-37 into the record.

CORRESPONDENCE TO THE TOWN COUNCIL

None

CLOSING COMMENTS BY TOWN COUNCILORS

Chair Weinstein said that she reached out to Senator Kwoka regarding SB 99 - removing the limit on the amount of room and meals tax placed on municipalities. She commented that she was not

optimistic about getting funds returned to NH municipalities.

Councilor Kiper said that he spoke to representatives regarding SB 99 and the issue is that in order to give money back to municipalities from the promised 40% from meals and room tax, the State would have to create a tax to raise the money or drastically reduce services.

Chair Weinstein spoke to the President of the Business Association regarding hosting candidates' night. Member Brett Larkin volunteered to put something together tomorrow evening via zoom. Chair Weinstein encouraged everyone to zoom in. She noted that the Town Administration must stay neutral regarding elections but there should be a consistent format for future elections for the candidates to vet themselves. She thanked Tim Cremen for all the work he does on Channel 13 and thanked Mr. Larkin for stepping up and putting together a candidate's night via zoom.

Chair Weinstein mentioned that there are several committees that town residents volunteer on and represent the Town such as Coast Bus, Lamprey River Advisory Committee, etc. She has drafted a letter that she will formalize after the election requesting updates from these committee volunteers to the Council to keep the Council and Town informed. Councilor Dumont agreed. She mentioned that Dale Pike represents Newmarket on the Coastal Adaptation Work Group. Mr. Pike will be attending the March 17th Council meeting to present an overview of the work they are doing.

Chair Weinstein thanked the three Councilors running for Council on March 8th.

NEXT COUNCIL MEETING

March 17, 2021

ADJOURNMENT

Chair Weinstein adjourned the meeting at 7:42 PM without objection.

Respectfully submitted,
Wendy Chase, Recording Secretary



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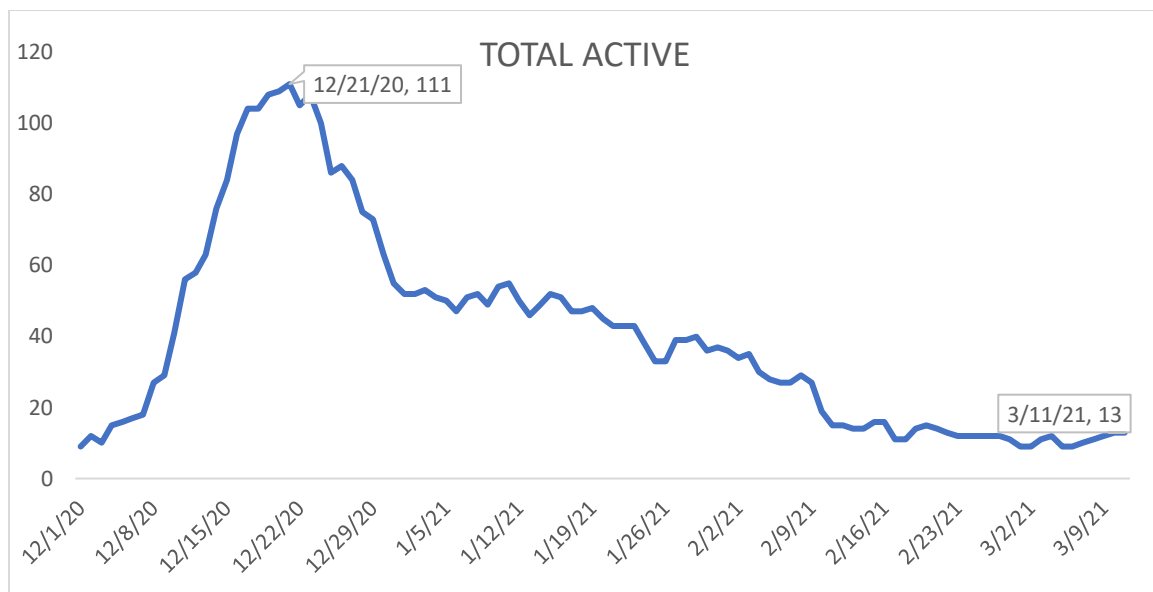
Description	Upload Date	Type
Town Manager's 3/17/2021 Report	3/16/2021	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN MANAGER

REPORT OF THE TOWN MANAGER
March 17, 2021

COVID-19 Update: As of February 24, we have 13 (0.1% of population) active cases, and 426 (4.5% of population) cumulative cases. Of these cases 11.7% of these cases were in an institutional setting. Over the last 14 days, we have had 16 new cases. 6,064 PCR tests have been issued to Newmarket residents or 64%.



Vaccination: The State is announcing that they hope to have phase 2A of the vaccination roll out by the end of this month. Phase 2A covers teachers and childcare workers or about 75,000 people.

The Town Emergency Management Team secured a clinic to be held for the Newmarket School District employees on March 19. This will also include Newmarket Recreation Department employees.

Phase 2B (all New Hampshire residents ages 50-64) will start registration for appointments **March 22** on the new website with the first appointments being March 25.

Reopening: With the spring coming, there are also new guidelines as it relates to reopening. First, restaurants can now have 10 people to a table. Live music, karaoke, pool and darts are returning as well with restrictions.

As of now, we are going to extend the outdoor dining permits that were issued last year during the emergency period.

There is a question about noise and music. We have not rescinded the letter for the Stone Church yet limiting outside music to 7PM. We are looking at this and may extend the hours.

*****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. *****

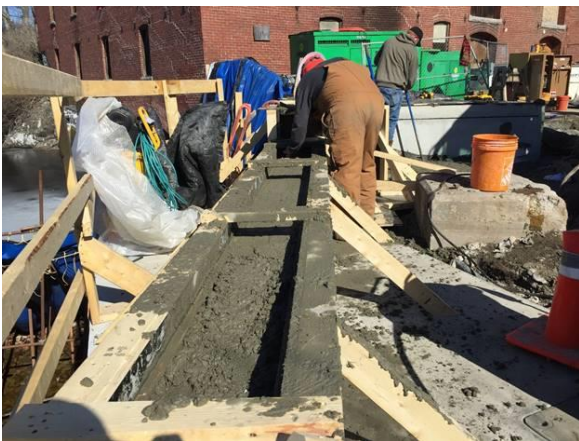
Macallen Dam: During the day GZA observed SumCo complete final preparations for the concrete placement of the top curb wall at the East abutment. SumCo applied the Sika Armatec 110 bonding agent on the existing concrete surface of the East abutment wall slab prior to starting the concrete placement. The concrete placement for the top curb wall started at approximately 9:15 a.m. Redimix Companies, Inc. delivered approximately 10.5 cubic yards (c.y.) of the 4,000-psi concrete mix for the curb wall. SumCo utilized an electric concrete consolidator during the placement of the concrete to allow the concrete to adequately consolidate around the reinforcing steel and within the concrete forms. The concrete placement for the curb wall was completed at approximately 10:00 a.m. SumCo worked on applying the concrete finish after completing the concrete placement. SumCo also placed excess concrete as backfill around the vault and within the sonotube for the base of the lamp post.



Flow over the main spillway



SumCo placing concrete for the curb wall



SumCo placing concrete placed for the curb wall

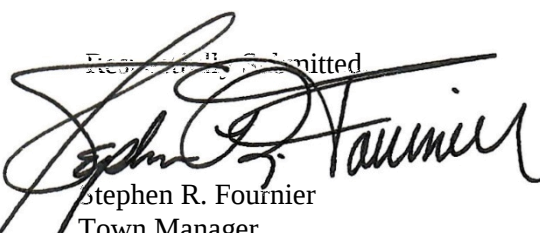


Applied concrete finish of the curb wall

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

Economic Development Plan: We met with the 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.

Respectfully Submitted



Stephen R. Fournier
Town Manager



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ATTACHMENTS:

Description	Upload Date	Type
Department February 2021 Reports	3/11/2021	Cover Memo



Monthly Department Reports to the Town Council

February 2021

Police

Activity

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

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total calls for service	1544	1951	1415
Motor vehicle stops	186	580	447
Arrests	8	15	14
Offense reports	34	40	34
M/V accidents	7	7	10
Parking tickets	33	116	63
Drug Overdoses	0	1	0
Alarms	8	13	19
Unattended death/Suicide	2	0	1

During the month of February, the Newmarket Police Dispatch Center documented 1544 calls for service. We have investigated 34 criminal complaints that require active investigations in 30 of them. The cases involve; Domestic Violence Assault, Simple Assault, Theft by Unauthorized Taking, Forgery, Identity Fraud, Criminal Mischief, Criminal Trespassing, Disorderly Conduct, Conduct After an Accident, Nuisance Dogs and Child Sex Abuse Images. Several motor vehicle complaints were received and investigated to include; Negligent Driving and Reckless Operation. Patrol Officers handled a number of alarms and welfare checks over the month.

We continue to see and hear from our citizens, usually our seniors about being targeted by scam artists. We encourage our citizens to report these nuisance calls to us and to the Federal Trade Commission. Here are a few examples of the scam calls that we are aware of.

1. You've been selected to win a prize! You may be contacted and told that you've been selected to win a prize, but you must pay a fee to collect the prize. There is no prize, this is a scam.
2. You'll be arrested if you don't clear this up or return our call! No legitimate business, including law enforcement or the IRS will tell you over the telephone that if you don't pay for something that you'll be arrested. This is a scare tactic and a scam!
3. We just need to confirm your personal information! No legitimate business will ask you over the phone to provide personal sensitive information. The IRS and Social Security Administration will never contact you via telephone and ask for personal sensitive information. This is a scam.
4. Your vehicle warranty is about to expire! This is a scam. Do not provide any information, simply hang up.
5. Your grandson/granddaughter is in the hospital and we need a credit card number to provide medical relief immediately! This is a scam. A hospital or emergency room will never contact you via telephone seeking payment.
6. You are qualified for free debt consolidation! Again, another scam. The scammer is simply trying to obtain personal sensitive information relative to your identity or bank/credit card information.

How to stop scammers? Simply hang up when you suspect a scammer. When you get a "robocall", do NOT press any numbers, simply hang up. By pressing numbers, you are letting the scammer know that they have found a legitimate telephone number. Once the scammer has obtained several thousand legitimate telephone numbers, the legitimate numbers are then batched and sold to other scammers. Consider using a call blocker or call labeler. Scammers can use the internet to call you from all over the world even if you are on the national do not call list. Depending on your phone carrier, model and brand of cell phone, you can research several downloadable apps that will help reduce the number of scammers and robo-callers.

Last fall, Pastor Patty Marsden offered the services of the Newmarket Community Church to our Department and this community by providing food vouchers and food supplies to those individuals in need. There have been a few occasions this winter when our officers have come across homeless individuals or a family that is really struggling. As you know, the police department does not have a

“slush fund” to pay for food, clothing or shelter for our residents who may be having a bad week or a bad month. Due to the pandemic, homeless shelters and temporary housing is limited. Regardless of the time of day or night, we have been able to call for help and have received much needed supplies and/or shelter. The relationship that we have forged with Pastor Patty and the Newmarket Community Church has resulted in many positive outcomes for those in need and who are struggling. We are fortunate to have the NCC as a strong partner for those we serve.

Covid-19.

In February, no members of the Police Department tested positive for Covid-19. Vaccinations are still be conducted for those employees wishing to receive the vaccine, however the majority of the department has been fully vaccinated. We continue to follow all recommendations put forth by the CDC and NH HHS with regards to mask wearing and social distancing.

We continue to monitor our burn rate of PPE and sanitation supplies. We are confident that we have an adequate supply to get us until at least summer.

Personnel

We are full staffed on the Police side of the house; however, we are still trying to fill one vacant dispatcher position. We have done two rounds of oral interviews with at least 20 potential candidates. This position has been challenging to fill for a number of reasons. We are hopeful that this position will be filled in the very near future. We continue to work on staff development to ensure we maximize the potential within each and every officer. We have been pushing for leadership training for our younger officers to help develop them into future leaders.

Training

We are enrolling all of our police officers into a virtual on-line training program called Police Academy One. Legislation and policies were recently passed requiring additional police training on a variety of topics that are not traditionally taught. This virtual academy has been properly vetted and approved by the Director of the NH Police Standards and Training Council. This virtual training academy is a cost effect mechanism to ensure we are in compliance with required training.

Lt. Scott Kukesh is scheduled to attend a mid-management leadership development course sponsored by Roger Williams University in May. Lt. Greg Jordan, who has already graduated from the mid-management leader development course is scheduled to attend the law enforcement executive development training at Roger Williams University. This is a three-phase training course that is very challenging and time consuming.

Officer Annaliese Schmidt is scheduled to attend a leadership/command development training. Officer Schmidt currently serves as one of our primary Field Training Officers.

Parking Violations

In February, patrol officers issued 33 parking tickets. We continue to be active in the parking enforcement in the downtown area. A reminder to all that the overnight winter parking ban is in full effect. If anyone is parked on Main Street or a side street and is interfering with the Department of Public Works snow removal, they will be towed.

Motor Vehicle Accidents

During the month of February, we responded to 7 motor vehicle accidents. More than half of the accidents were weather related. During one storm, a vehicle traveling down Gerry Avenue at an unsafe speed and was unable to stop at the intersection of Route 108. The vehicle traveled across 108 and struck an apartment building. Fortunately, no injuries were reported.

Fleet

All vehicles in the fleet are currently working and are being closely monitored by supervisors. The PD will be sending resolutions to the Council in the very near future with a request to replace 2 vehicles.

Police station maintenance

The Police Station facility is in good working condition.

Drug related issues

In February we did not respond to any opiate related overdoses. Our police officers continue to work with those individuals and families that are affected by this epidemic. We continue to treat this epidemic as a disease and not a crime. I am extremely proud of their work and dedication to this cause.

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

2015- 45 Overdoses with 4 deaths resulting
2016- 22 Overdoses with 2 deaths resulting
2017- 15 Overdoses with 2 deaths resulting
2018- 6 Overdoses with 2 deaths resulting
2019- 3 Overdoses with 1 death resulting
2020- 8 Overdoses with 2 deaths resulting
2021- 2 Overdoses with 0 deaths resulting

I have consistently added the foregoing paragraph in my last few reports as I feel that it is important for anyone reading this report to understand the philosophy this agency has relative to this epidemic.

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

Page Break

Fiscal Year 2020/2021 Budget:

We are eight months into the fiscal year 2020-2021. I am unable to provide an exact figure at this point, however we are well within our operating budget.

Respectfully Submitted,

Kyle True
Police Chief

Fire Department

In February, the Department responded to 80 calls for service; 57 of which were medical calls, transporting 45 patients to area hospitals. The ambulance responded to Newfields for one medical, transporting the patient to the hospital. The ambulance responded to Durham twice. The ladder responded to Rye and Durham for station coverage. There was a minor building fire on Exeter Rd which was caused by electrical. There was a motor vehicle accident on Exeter Rd with a vehicle into a building. This caused significant damage to the staircase which serviced three units and all tenants had to be evacuated until repairs could be made.

In February, the Department began a new series on our Facebook page that will highlight a Department member every week. We are hoping this will help increase interest in joining the Department.

There was one wind event that did not cause significant damage to our area. Several surrounding communities had significant damage with road closures and power outages. A wind gust of 47 mph was recorded at the station.

The Department is attempting to work with the Seacoast Regional Health Network to distribute Covid vaccines to the teachers, seniors, and any other local organizations. This would speed up the process and provide a local site. The Town Manager, Police Chief, Health Officer and I are working together to get this set up.

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

Newmarket Fire & Rescue

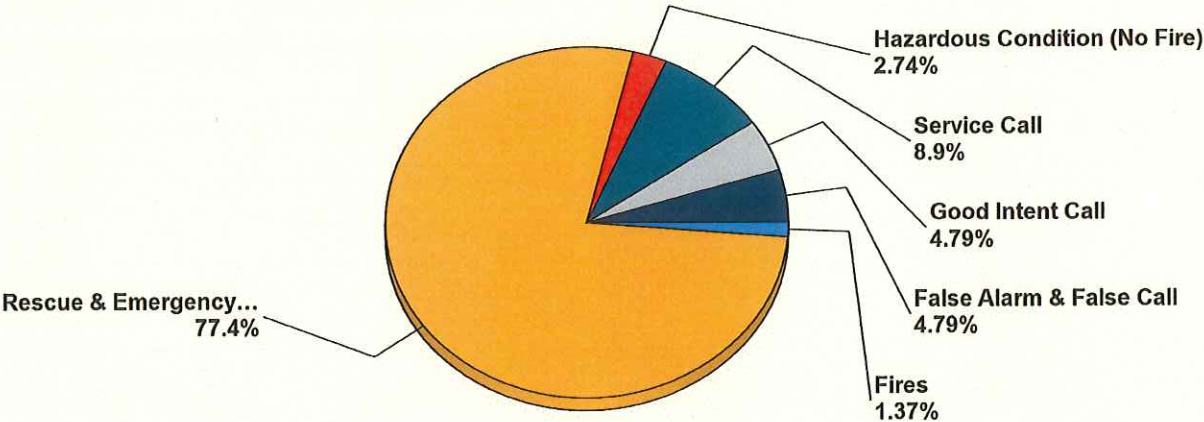
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2020 | End Date: 02/29/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires		1.37%
Rescue & Emergency Medical Service		77.4%
Hazardous Condition (No Fire)		2.74%
Service Call		8.9%
Good Intent Call		4.79%
False Alarm & False Call		4.79%
TOTAL	146	100%

Detailed Breakdown by Incident Type

INCIDENT TYPE		% of TOTAL
114 - Chimney or flue fire, confined to chimney or flue		1.37%
311 - Medical assist, assist EMS crew		0.68%
320 - Emergency medical service, other		1.37%
321 - EMS call, excluding vehicle accident with injury		73.29%
324 - Motor vehicle accident with no injuries.		0.68%
353 - Removal of victim(s) from stalled elevator		0.68%
381 - Rescue or EMS standby		0.68%
410 - Combustible/flammable gas/liquid condition, other		1.37%
424 - Carbon monoxide incident		0.68%
444 - Power line down		0.68%
500 - Service Call, other		0.68%
511 - Lock-out		0.68%
531 - Smoke or odor removal		0.68%
550 - Public service assistance, other		2.74%
551 - Assist police or other governmental agency		0.68%
553 - Public service		1.37%
554 - Assist invalid		1.37%
555 - Defective elevator, no occupants		0.68%
600 - Good intent call, other		0.68%
611 - Dispatched & cancelled en route		2.74%
622 - No incident found on arrival at dispatch address		0.68%
651 - Smoke scare, odor of smoke		0.68%
700 - False alarm or false call, other		0.68%
711 - Municipal alarm system, malicious false alarm		0.68%
713 - Telephone, malicious false alarm		0.68%
734 - Heat detector activation due to malfunction		0.68%
740 - Unintentional transmission of alarm, other		0.68%
743 - Smoke detector activation, no fire - unintentional		0.68%
745 - Alarm system activation, no fire - unintentional		0.68%
TOTAL INCIDENTS:	146	100%



emergencyreporting.com
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Newmarket Fire & Rescue

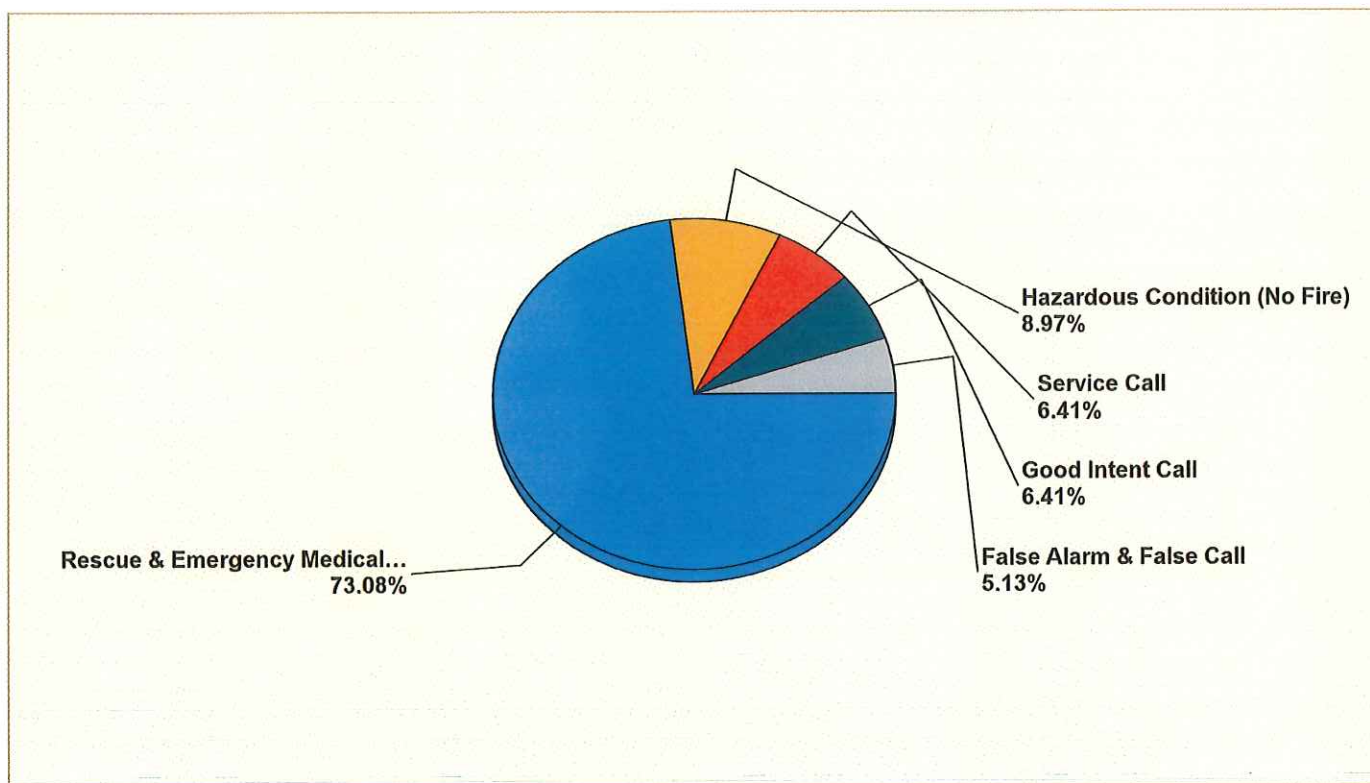
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

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



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service		73.08%
Hazardous Condition (No Fire)		8.97%
Service Call		6.41%
Good Intent Call		6.41%
False Alarm & False Call		5.13%
TOTAL	78	100%



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Detailed Breakdown by Incident Type

INCIDENT TYPE		% of TOTAL
311 - Medical assist, assist EMS crew		1.28%
320 - Emergency medical service, other		1.28%
321 - EMS call, excluding vehicle accident with injury		67.95%
322 - Motor vehicle accident with injuries		1.28%
324 - Motor vehicle accident with no injuries.		1.28%
412 - Gas leak (natural gas or LPG)		1.28%
424 - Carbon monoxide incident		2.56%
440 - Electrical wiring/equipment problem, other		2.56%
441 - Heat from short circuit (wiring), defective/worn		2.56%
511 - Lock-out		1.28%
520 - Water problem, other		1.28%
531 - Smoke or odor removal		1.28%
553 - Public service		1.28%
571 - Cover assignment, standby, moveup		1.28%
600 - Good intent call, other		1.28%
611 - Dispatched & cancelled en route		3.85%
622 - No incident found on arrival at dispatch address		1.28%
700 - False alarm or false call, other		1.28%
730 - System malfunction, other		1.28%
733 - Smoke detector activation due to malfunction		1.28%
743 - Smoke detector activation, no fire - unintentional		1.28%
TOTAL INCIDENTS:	78	100%



Newmarket Fire & Rescue

Newmarket, NH

This report was generated on 3/11/2021 7:03:42 AM



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

Incident Type Range: 100 - 911 | StartDate: 02/01/2021 | EndDate: 02/28/2021

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Automatic aid received				
02/05/2021				1 - Station 1
02/28/2021				1 - Station 1

Percentage of Total Incidents: 2.56%

AID TYPE: Mutual aid given				
02/06/2021				1 - Station 1
02/20/2021				1 - Station 1

Percentage of Total Incidents: 2.56%

AID TYPE: Mutual aid received				
02/04/2021				1 - Station 1
02/10/2021				1 - Station 1
02/14/2021				1 - Station 1
02/15/2021				1 - Station 1

Percentage of Total Incidents: 5.13%

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



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Newmarket Fire & Rescue

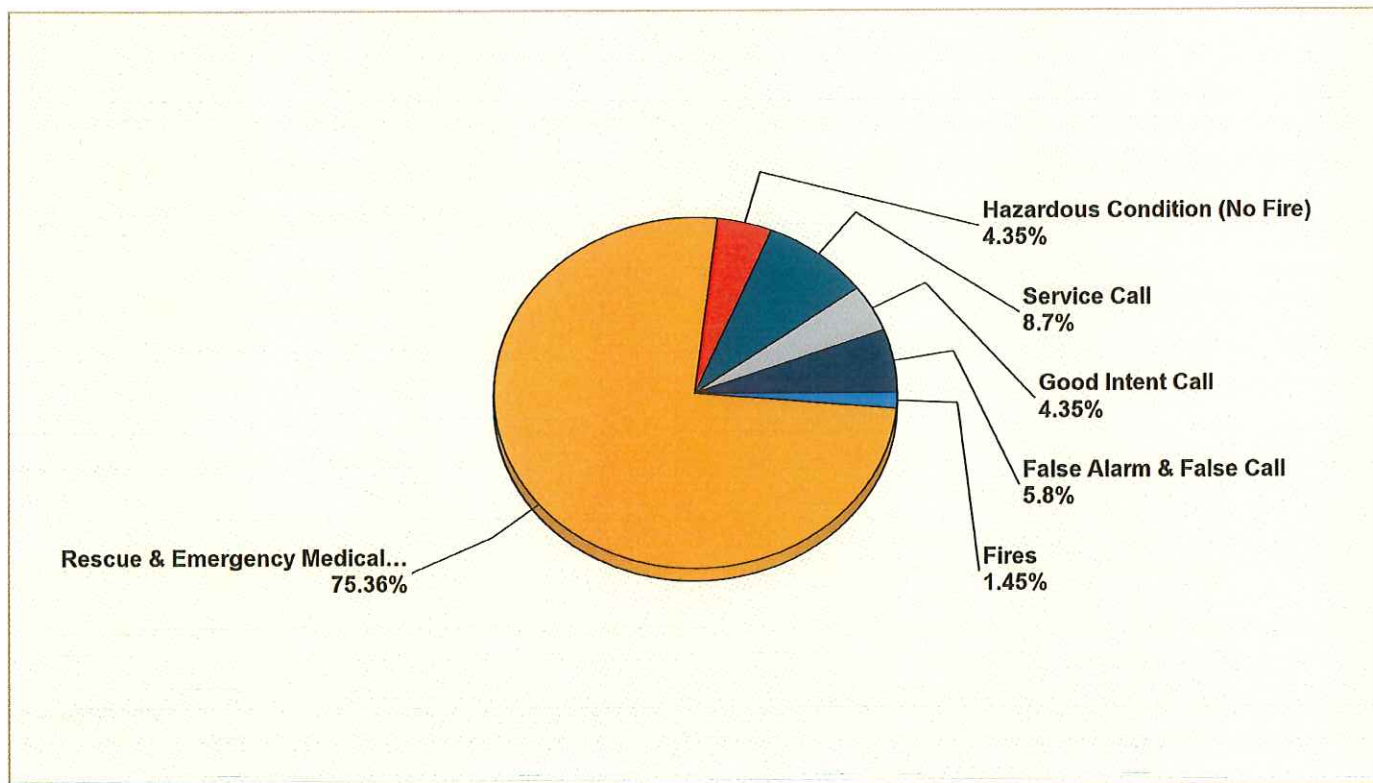
Newmarket, NH

This report was generated on 3/11/2021 7:21:28 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2020 | End Date: 02/29/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires		1.45%
Rescue & Emergency Medical Service		75.36%
Hazardous Condition (No Fire)		4.35%
Service Call		8.7%
Good Intent Call		4.35%
False Alarm & False Call		5.8%
TOTAL	69	100%



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Detailed Breakdown by Incident Type		
INCIDENT TYPE		% of TOTAL
114 - Chimney or flue fire, confined to chimney or flue		1.45%
321 - EMS call, excluding vehicle accident with injury		72.46%
324 - Motor vehicle accident with no injuries.		1.45%
381 - Rescue or EMS standby		1.45%
410 - Combustible/flammable gas/liquid condition, other		1.45%
424 - Carbon monoxide incident		1.45%
444 - Power line down		1.45%
511 - Lock-out		1.45%
531 - Smoke or odor removal		1.45%
550 - Public service assistance, other		2.9%
551 - Assist police or other governmental agency		1.45%
554 - Assist invalid		1.45%
611 - Dispatched & cancelled en route		4.35%
711 - Municipal alarm system, malicious false alarm		1.45%
713 - Telephone, malicious false alarm		1.45%
734 - Heat detector activation due to malfunction		1.45%
745 - Alarm system activation, no fire - unintentional		1.45%
TOTAL INCIDENTS:	69	100%

Newmarket Fire & Rescue

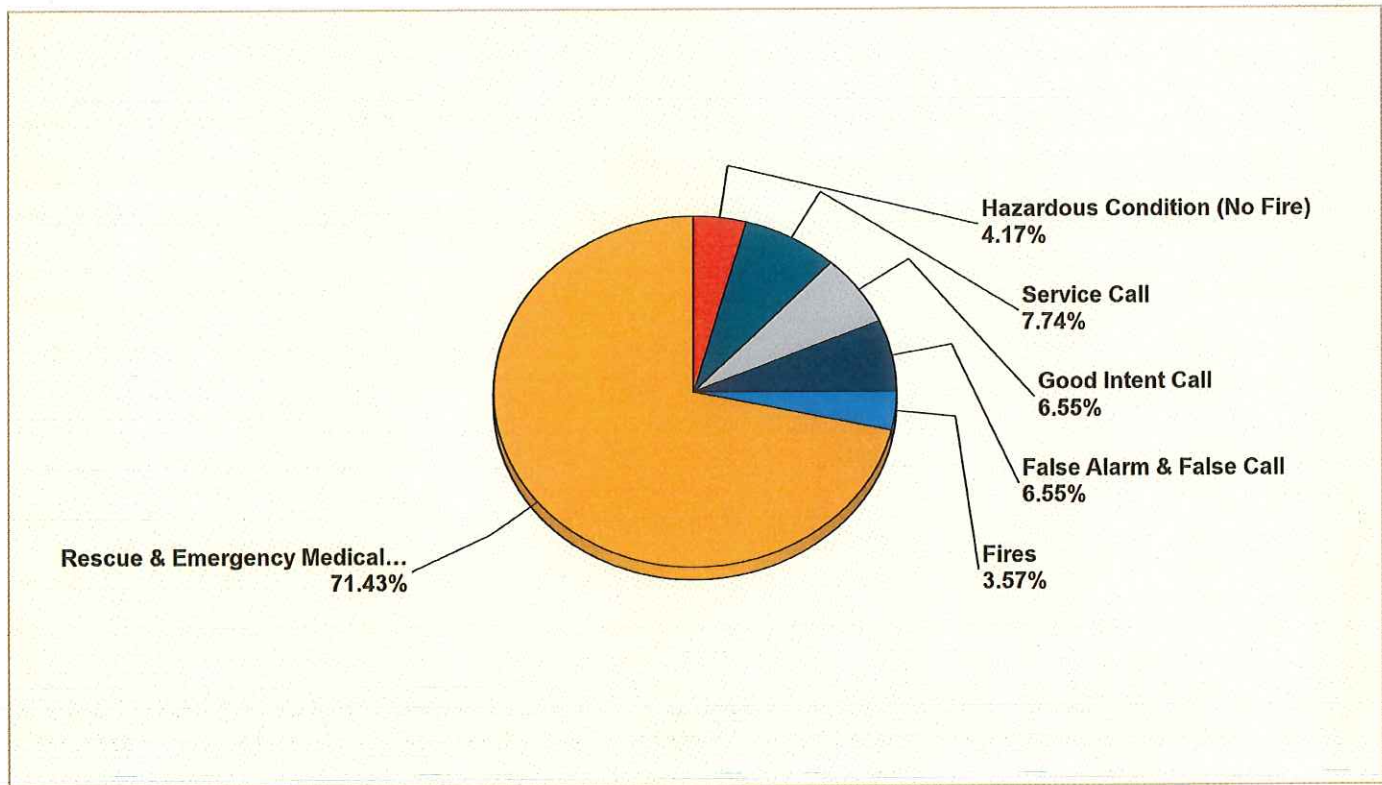
Newmarket, NH

This report was generated on 3/11/2021 7:08:11 AM



Breakdown by Major Incident Types for Date Range

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



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires		3.57%
Rescue & Emergency Medical Service		71.43%
Hazardous Condition (No Fire)		4.17%
Service Call		7.74%
Good Intent Call		6.55%
False Alarm & False Call		6.55%
TOTAL	168	100%



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Detailed Breakdown by Incident Type

INCIDENT TYPE		% of TOTAL
111 - Building fire		1.79%
116 - Fuel burner/boiler malfunction, fire confined		0.6%
138 - Off-road vehicle or heavy equipment fire		0.6%
142 - Brush or brush-and-grass mixture fire		0.6%
311 - Medical assist, assist EMS crew		2.38%
320 - Emergency medical service, other		0.6%
321 - EMS call, excluding vehicle accident with injury		65.48%
322 - Motor vehicle accident with injuries		1.79%
324 - Motor vehicle accident with no injuries.		1.19%
412 - Gas leak (natural gas or LPG)		0.6%
424 - Carbon monoxide incident		1.19%
440 - Electrical wiring/equipment problem, other		1.19%
441 - Heat from short circuit (wiring), defective/worn		1.19%
511 - Lock-out		1.79%
520 - Water problem, other		1.79%
531 - Smoke or odor removal		0.6%
551 - Assist police or other governmental agency		0.6%
553 - Public service		0.6%
561 - Unauthorized burning		0.6%
571 - Cover assignment, standby, moveup		1.79%
600 - Good intent call, other		1.79%
611 - Dispatched & cancelled en route		2.98%
622 - No incident found on arrival at dispatch address		1.19%
651 - Smoke scare, odor of smoke		0.6%
700 - False alarm or false call, other		0.6%
714 - Central station, malicious false alarm		1.19%
730 - System malfunction, other		0.6%
733 - Smoke detector activation due to malfunction		1.79%
735 - Alarm system sounded due to malfunction		1.19%
740 - Unintentional transmission of alarm, other		0.6%
743 - Smoke detector activation, no fire - unintentional		0.6%
TOTAL INCIDENTS:	168	100%



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Newmarket Fire & Rescue

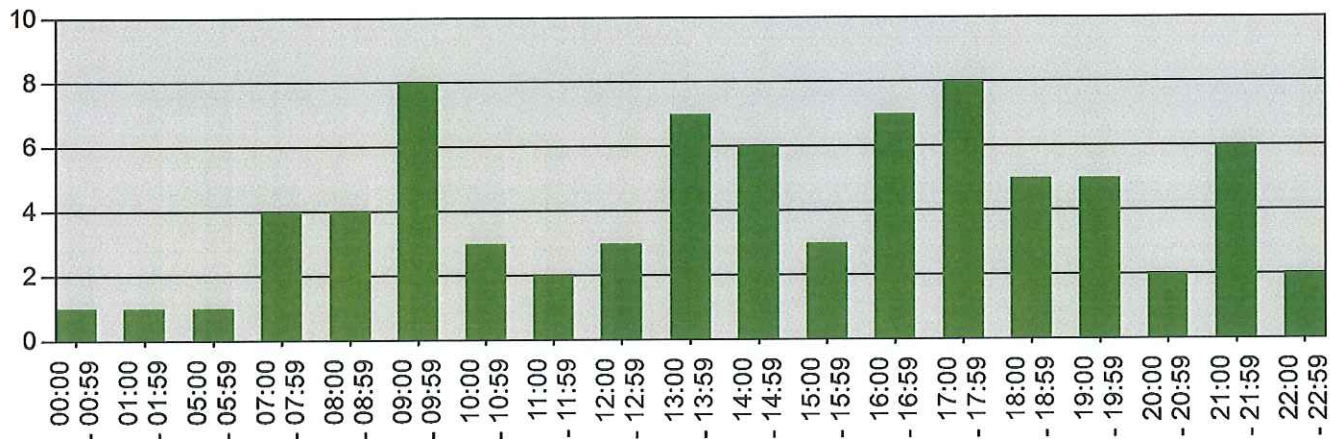
Newmarket, NH

This report was generated on 3/11/2021 7:04:59 AM



Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2021 | End Date: 02/28/2021



Hour	# of CALLS
00:00 - 00:59	1
01:00 - 01:59	1
05:00 - 05:59	1
07:00 - 07:59	4
08:00 - 08:59	4
09:00 - 09:59	8
10:00 - 10:59	3
11:00 - 11:59	2
12:00 - 12:59	3
13:00 - 13:59	7
14:00 - 14:59	6
15:00 - 15:59	3
16:00 - 16:59	7
17:00 - 17:59	8
18:00 - 18:59	5
19:00 - 19:59	5
20:00 - 20:59	2
21:00 - 21:59	6
22:00 - 22:59	2
TOTAL:	78

Only REVIEWED incidents included.



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Newmarket Fire & Rescue

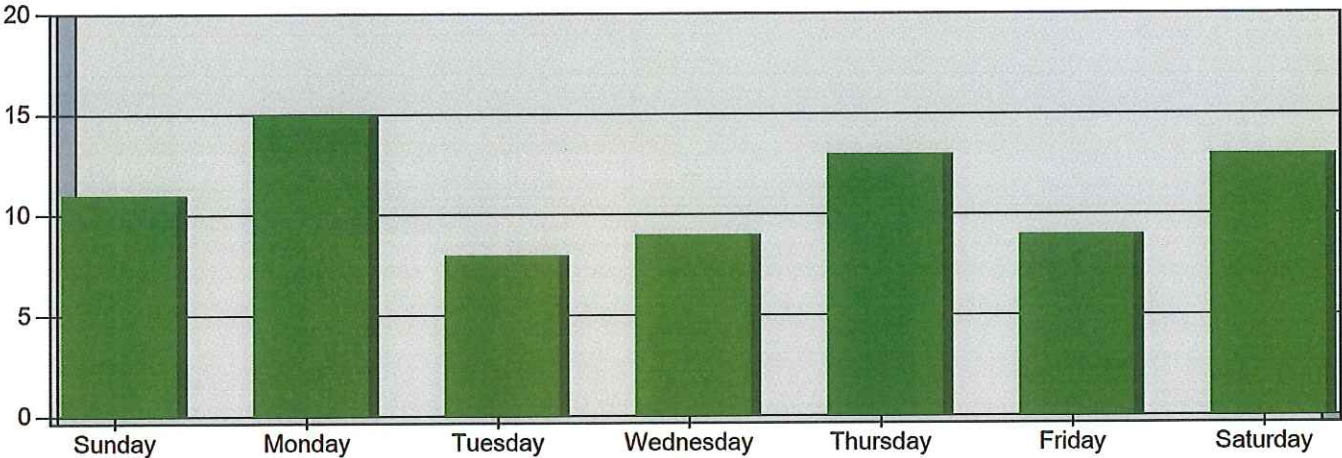
Newmarket, NH

This report was generated on 3/11/2021 7:02:46 AM



Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2021 | End Date: 02/28/2021



DAY OF THE WEEK	# INCIDENTS
Sunday	11
Monday	15
Tuesday	8
Wednesday	9
Thursday	13
Friday	9
Saturday	13
TOTAL	78

Only Reviewed incidents included.

Public Works

The Macallen Dam Project is on schedule to be complete and operational with the new crest gate installed on April 1st. This project has gone smoothly with very few change orders.

There were 15 weather events in February with 16 inches of snow. There are currently no concerns with the snow removal budget; the long-range forecast looks good for the rest of the season.

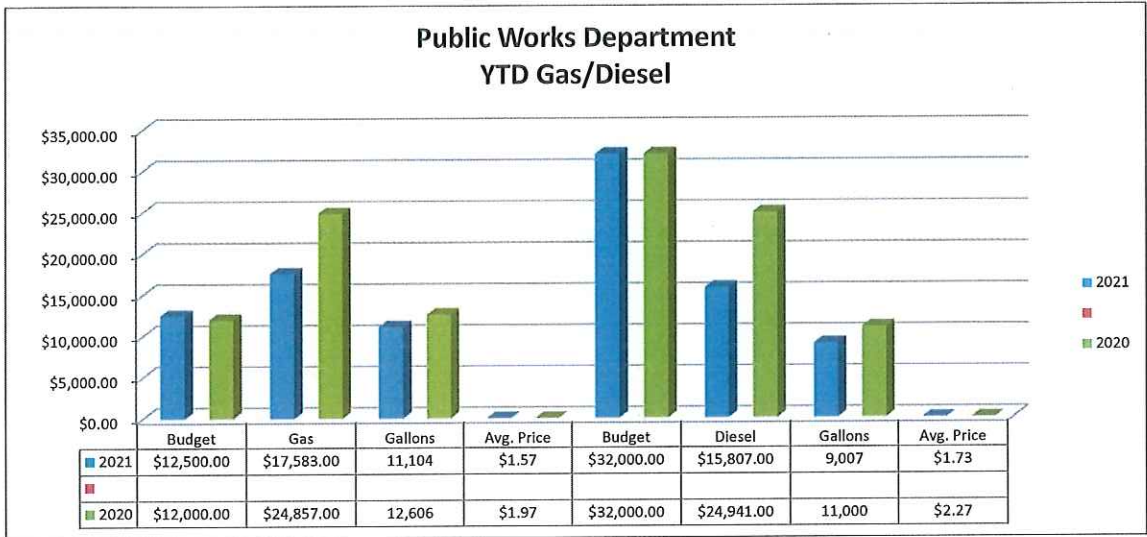
The site work has begun on the splash pad. This project will be complete by July 1st with the facility open and operational for summer camp.

There were 4 water main breaks this month. It is common to see this time of year with the freeze thaw cycles and the older water mains.

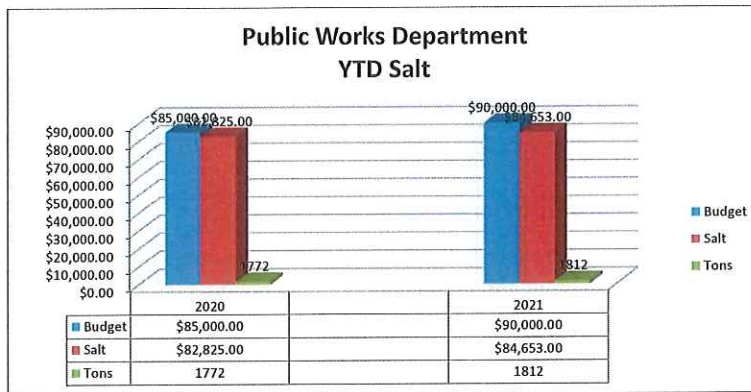
I have attached charts with activity reports for the month of February.



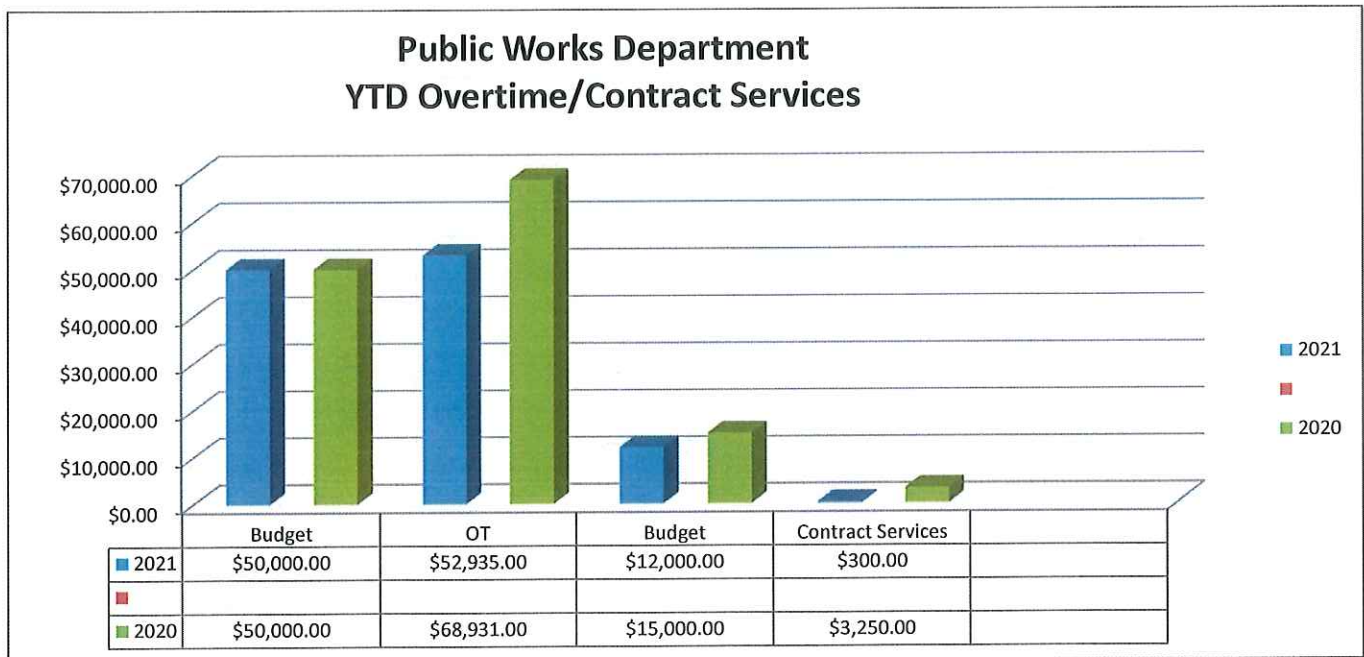
	Budget	Gas	Gallons	Avg. Price	Budget	Diesel	Gallons	Avg. Price
2021	\$12,500.00	\$17,583.00	11,104	\$1.57	\$32,000.00	\$15,807.00	9,007	\$1.73
2020	\$12,000.00	\$24,857.00	12,606	\$1.97	\$32,000.00	\$24,941.00	11,000	\$2.27



	Budget	Salt	Tons
2020	\$85,000.00	\$82,825.00	1772
2021	\$90,000.00	\$84,653.00	1812



	Budget	OT	Budget	Contract Services
2021	\$50,000.00	\$52,935.00	\$12,000.00	\$300.00
2020	\$50,000.00	\$68,931.00	\$15,000.00	\$3,250.00

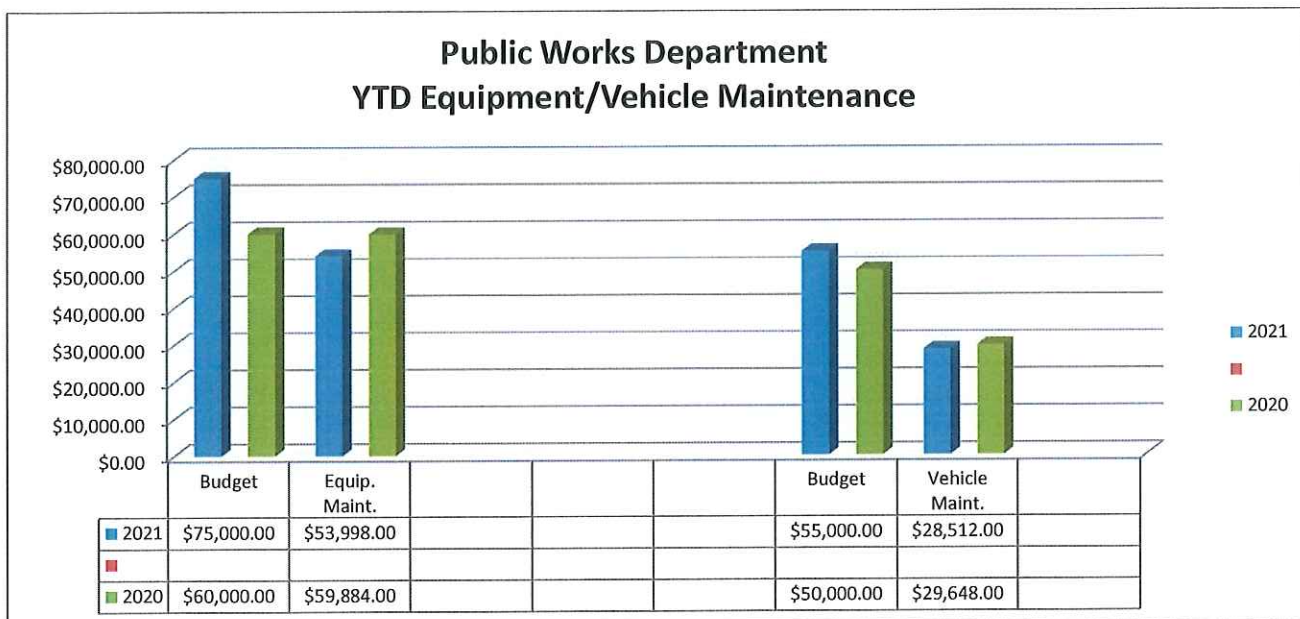


	Budget	Equip. Maint.
2021	\$75,000.00	\$53,998.00

2020	\$60,000.00	\$59,884.00
------	-------------	-------------

	Budget	Vehicle Maint.
	\$55,000.00	\$28,512.00

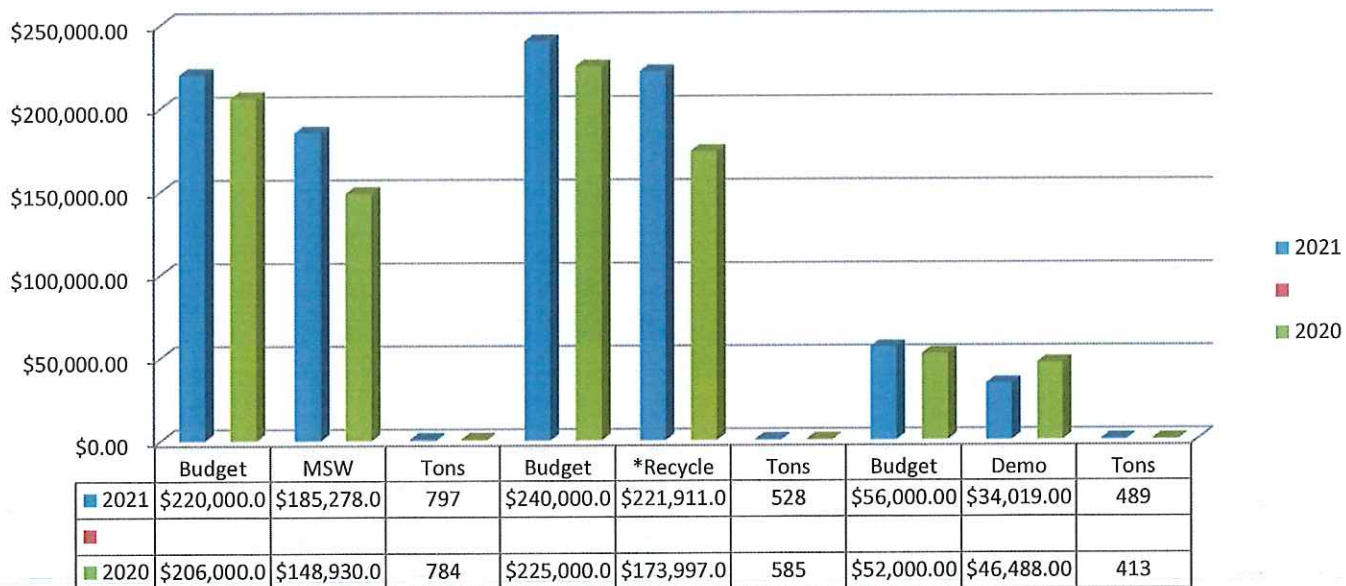
	\$50,000.00	\$29,648.00
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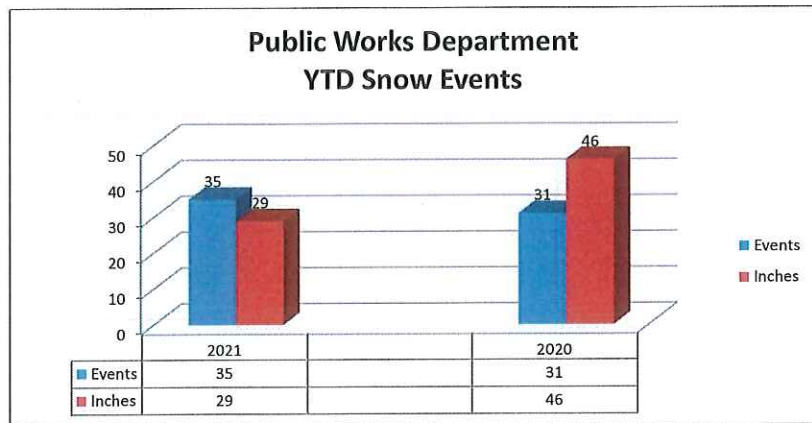
	Budget	MSW	Tons	Budget	*Recycle	Tons	Budget	Demo	Tons
2021	\$220,000.00	\$185,278.00	797	\$240,000.00	\$221,911.00	528	\$56,000.00	\$34,019.00	489
2020	\$206,000.00	\$148,930.00	784	\$225,000.00	\$173,997.00	585	\$52,000.00	\$46,488.00	413

*Recycle \$ includes curbside, roll-off and composting

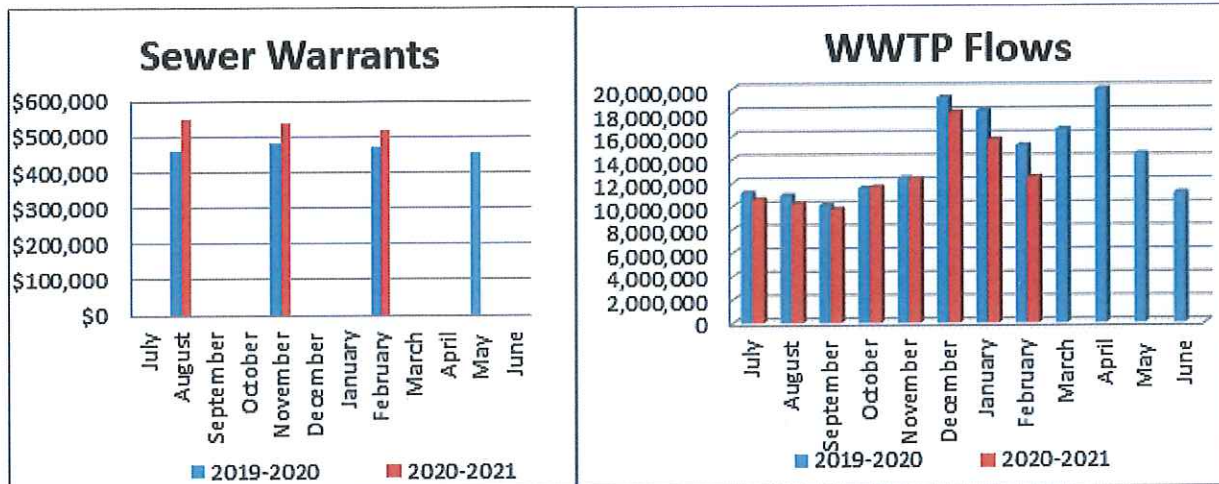
Public Works Department YTD Solid Waste



	Events	Inches
2021	35	29
2020	31	46



Environmental Services



Plant Operations

The wastewater treatment plant is operating very well. In February, the plant's effluent had an average concentration of 3.2 mg/l of total nitrogen. The 3.2 mg/l concentration is very low for February. Normally the concentration level is much higher due to cold weather water temperatures. This year however, the February water temperatures did not fluctuate as much as years past.

Collection System

We had a couple of days above forty degrees in February. So, Department staff was able to take the vac-truck out and clean the Maplecrest gravity sewer mains.

Huber Screw Press and Sludge Report

Press ran for 18 days

Total run hours – 224.40 Hrs

Total gallons pumped – 509,441 gal

Average feed sludge percentage - 054%

Average feed sludge temp – 8.8°

Average filtrate percentage - 0.07%

Average filtrate temp – 8.3°

Average solids capture rate -69%

Average sludge percentage solids – 17.64%

Total monthly sludge tonnage –71.45 Tons to Turnkey Landfill

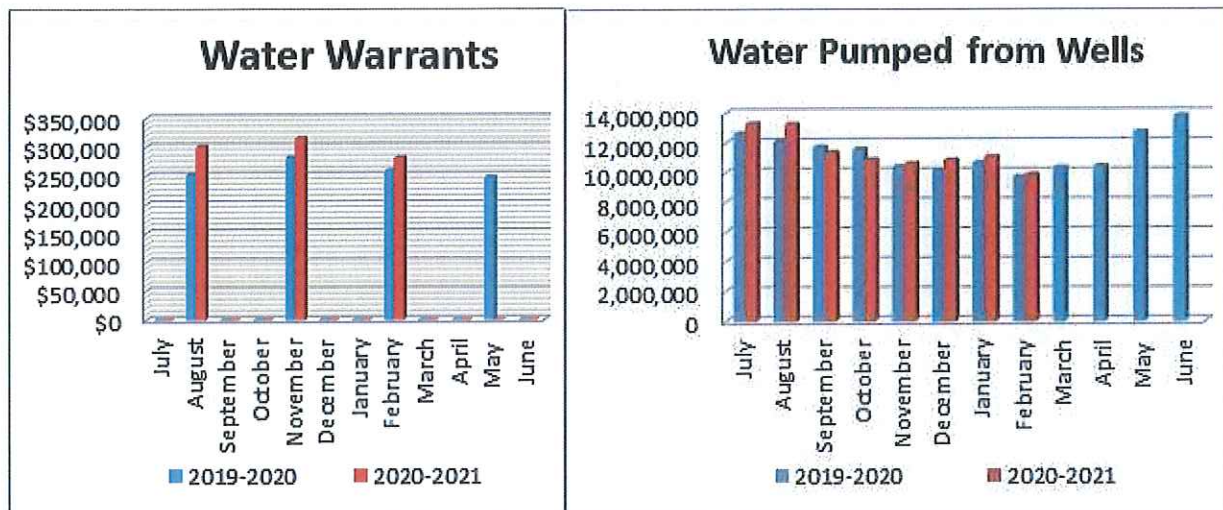
Monthly Operations Report														
Newmarket WPCF														
Permit # NH00100196														
February-2021														
Primary Operator Sean Greig														
	Inf. Flow	Eff. Flow MGD			BOD		TSS		Nitrogen	PH		Fecal	Enter	Chlorine
	MGD	Min	Max	Total	Inf.	Eff.	Inf.	Eff.		Inf.	Eff.	Colif.	ococci	Residual
1	.3960	.07	1.0	.4460						8.1	6.9	<1	4	0.60 0.05
2	.3921	.12	0.9	.4200		3.6		2.7	3.2	8.3	7.0	<1	<1	0.08 0.05
3	.3935	.13	0.9	.4650		3.9		2.3	3.6	7.9	7.0	<1	1	1.68 0.00
4	.3793	.11	0.9	.4460						8.0	7.0	<1	6	0.05 0.00
5	.3747	.15	0.9	.4060						7.0	7.0	1	4	0.06 0.00
6	.4013	.11	0.9	.4130						7.7	7.1	<1	1	0.00 0.00
7	.4141	.09	0.9	.4270						7.8	7.0	<1	2	0.00 0.00
8	.3982	.11	0.9	.4480						8.0	7.3	<1	10	0.00 0.00
9	.3797	.12	1.0	.4070		4.5		3.4	2.5	8.2	7.1	1	8	0.00 0.09
10	.3804	.08	0.9	.4200	348	5.1	299	3.5	2.7	8.0	7.2	<1	16	0.00 0.00
11	.3770	.10	0.8	.4040						8.1	7.1	<1	4	0.42 0.00
12	.3808	.07	0.9	.3980						8.0	7.2	<1	12	0.00 0.00
13	.3889	.09	0.8	.3940						8.2	6.9	<1	8	0.00 0.08
14	.3985	.10	0.9	.4150						8.1	7.0	<1	1	1.72 0.07
15	.3800	.09	0.8	.3950						8.2	7.1	<1	10	0.00 0.00
16	.4873	.12	1.3	.5630		7.4		4.0	3.4	7.8	6.9	32	866	0.05 0.00
17	.4121	.21	0.9	.4850	309	6.1	245	4.3	3.5	8.1	7.0	11	48	0.06 0.00
18	.3964	.18	0.9	.4240						8.2	6.9	<1	8	0.00 0.00
19	.3835	.10	0.9	.4070						8.1	7.0	<1	2	0.00 0.00
20	.4031	.12	0.8	.4810						8.2	7.1	1	20	0.00 0.00
21	.4217	.09	0.9	.4310						8.0	7.1	<1	3	1.31 0.00
22	.3978	.10	0.9	.4350						7.6	7.1	<1	20	0.00 0.00
23	.4043	.13	0.9	.4730		4.5		2.5	3.2	7.3	7.1	1	11	0.00 0.00
24	.4136	.00	1.3	.4630		8.3		4.2	3.7	7.8	7.1	<1	2	0.05 0.00
25	.4409	.18	1.1	.4960						7.8	7.1	<1	7	0.00 0.00
26	.4278	.15	0.9	.4460						8.0	7.1	<1	1	0.00 0.00
27	.4762	.15	0.5	.5060						7.8	6.9	1	23	1.48 0.52
28	.4927	.16	1.0	.5310						7.8	7.1	<1	3	0.00 0.09

Average Wastewater Flow Discharged: 0.4445 Million Gallons/Day; Total gallons discharged 12,445,000

Biochemical Oxygen Demand (BOD) Removal: 98%, Average Discharge per day: 5.3 mg/L; Permit Limit 30mg/L

Total Suspended Solids (TSS) Removal: 99%, Average Discharge per day: 3.4 mg/L; Permit Limit 30 mg/L

Total Nitrogen (TN) Average Discharge per day: 3.2 mg/L, 11.9 lbs; Administrative Order Permit Limit 8mg/L



Water System

On February 3, 2021 the Department replaced a leaking water service at 153 Exeter Road.

On, February 18, 2021 the Department replaced a leaking watermain at 36 Maplecrest. The joint at the bell had broken.

On, February 27, 2021 the Department replaced a leaking watermain at 48 Maplecrest. The joint at the bell had broken in two places.



PWS 1731010 - Newmarket Water Works							
Water Quality Monitoring							
Sampled By_ BMT							
Monthly Monitoring For February 2021							
Site	Location	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	Total Coliform
1	Lamprey	2/4/21 0755	8.21	22.6	0.87	0.14	Absent
2	Racquet Club	2/4/21 0820	8.22	11.1	0.95	0.11	Absent
3	L+M	2/4/21 0845	7.97	12.2	0.52	0.29	Absent
4	Aubuchon	2/17/21 0850	7.96	10.6	0.86	0.33	Absent
8	Public Works	2/17/21 0805	8.3	18.9	1.07	0.21	Absent
9	Town Hall	2/17/21 0820	8.19	20.2	1.11	0.32	Absent
Week	Well Site	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	
1	Bennett	2/5/21 0940	7.47	11.8	0.33	0.26	
1	Sewall	2/5/21 1009	7.62	12.5	0.46	0.15	
2	Sewall	2/18/21 0905	8.4	11.1	0.77	0.25	
2	Bennett	2/18/21 0940	7.67	12.5	0.87	0.23	

FEBRUARY PUMPING TOTALS 2021							
Date	Bennett	185 gpm	Sewall	265 gpm	Mac Well	OFFLINE	6/29/2020
	Hrs	Gallons	Hrs	Gallons	Hrs	Gallons	Total
1	12.7	140,556	12.6	201,048			341,604
2	11.9	132,525	11.9	188,538			321,063
3	14.7	162,714	14.8	235,029			397,743
4	11.5	127,762	11.5	182,844			310,606
5	12.8	141,651	12.8	203,127			344,778
6	14.0	155,599	14.0	221,822			377,421
7	13.3	147,704	13.3	211,607			359,311
8	13.5	149,398	13.6	215,604			365,002
9	11.9	132,117	11.9	189,476			321,593
10	13.8	152,789	13.8	219,021			371,810
11	12.2	135,660	12.2	194,374			330,034
12	13.6	150,289	13.6	215,505			365,794
13	12.9	143,337	12.9	205,524			348,861
14	13.9	154,040	13.9	220,825			374,865
15	12.7	142,525	12.8	204,603			347,128
16	13.1	144,922	12.9	205,609			350,531
17	15.5	171,914	15.6	248,100			420,014
18	12.1	133,599	12.1	191,327			324,926
19	12.8	142,262	12.8	203,992			346,254
20	12.3	136,381	12.3	194,609			330,990
21	14.4	159,579	14.4	228,845			388,424
22	12.3	135,956	12.3	196,415			332,371
23	11.9	131,991	11.8	187,875			319,866
24	12.9	143,153	13.0	206,673			349,826
25	12.5	138,418	12.4	196,749			335,167
26	12.2	135,001	12.3	194,687			329,688
27	14.3	158,260	14.3	227,278			385,538
28	13.9	154,285	13.9	221,421			375,706
29							
30							
31							
Total	365.6	4,054,387	365.7	5,812,527	0.0	0	9,866,914
AVG. Day	13.1	144,800	13.1	207,590			352,390
Max Day	15.5	171,914	15.6	248,100			420,014



Office of Building Safety, Zoning Enforcement and Health

February 2021 Activities

Trade Permits	9	\$ 685.00
Building Permits	6	\$ 2382.00
Total	15	\$ 3067.00

- While February is a seasonally slow month, this year was especially slow. We only had one new home in the works and it was a modular (which require less time involvement).
- We have been involved with building consultations with two multiple property owners. The residential rental desirability of the downtown has created renovation opportunity. We see this as a snowballing effect that truly began with the downtown redevelopment. As the town became more attractive to businesses, the desire to live within walking distance of the downtown has increased. As rental rates increased, property owners have increased revenues in which they are willing to re-invest in their properties to attract high caliber tenants, who then spend more in the local businesses. It has been a pleasure to witness and advocate for these improvements. Our concern should be that we maintain what makes Newmarket unique and special. Our historic downtown is possible in part as economic redevelopment of the 70's skipped over Newmarket. The heritage of our downtown is critically important to its welcoming and comforting feel.
- The Town Manager has appointed this office to the position of staff liaison to the ad hoc Riverfront Advisory Committee. We are very fortunate to have such a wonderful community asset in the heart of town. We look forward to maximizing the value of this asset.
- Conducted final training for the Munis Master Property and Permitting modules and have gone live with accepting these electronic permit applications, plans review tracking and inspection tracking using this software.

Town Clerk/Tax Collector

TAXES

Total Committed 2020	\$24,898,319	Tax 1 & Tax 2
Total Collected 02/28/21	\$24,387,276	

TAX LIENS

	2019 Liens <u>(Deed 2022)</u>	2018 Liens <u>(Deed 2021)</u>	2017 Liens <u>(Deed 2020)</u>
Property Tax Amount Liened	178,934	245,556	209,116
# Properties Liened	33	76	61
Uncollected 02/28/21	90,490	49,901	0

WATER & SEWER (1/1 THRU 2/28/21)

	<u>2021</u>	<u>2019</u>
Uncollected thru 01/31/21	446,399	319,482

TOWN CLERK REVENUE (7/1/20 THRU 6/30/21)

	Year End <u>6/30/21</u>	Year End <u>6/30/20</u>	
Motor Vehicle (MV)	1,111,548	1,113,046	0.13% decrease
Town "non-MV"	100,287	95,092	5.46% increase
State NH (MV, Vitals, Boats, Dogs)	373,504	359,797	3.81% increase

- Daily Activity Steady
- Preparing for Town/School Election on 3/9/2021
- Absentee Ballot requests being received for March Election

Planning

Planning Board Activities

Approved applications

Newmarket Industrial Park Lots 6 and 7, LLC/Shearwater Investment Corporation – The owners of the Industrial Park have purchased parcels which front on NH Route 108 in order to create two new industrial sites at the Industrial Park. The project involves the construction of a 24,000 square foot stand-alone industrial building on Lot 7 and a boundary adjustment in order to modify the two (2) lots so they are larger and have more frontage than required. The project received a conditional approval at the April 2018 Planning Board meeting. As part of the project, the intersection of Forbes Road and Route 108 was improved with a right turn lane and larger turning radius in coordination with the NH Department of Transportation.

The Planning Board received a second application from the Maplewood and Vaughan Holding Co. LLC for a new 22,000 square foot industrial building on adjacent Lot 6. Following a review by the Technical Review Committee (TRC) and the Town's engineering consultant, the Planning Board conditionally approved the application at the July 2018 meeting. As of this time, the off-site improvements at the intersection of Forbes Road and Route 108 are complete, with the exception of final paving which is expected to happen in the Spring. The development team has indicated that excavation work-related at the two sites will continue for possibly two (2) years or more, and finalize construction plans. The project has been delayed due to uncertainties related to the Covid 19 pandemic. Early in December 2020 the Town received approval from the NH Department of Transportation (DOT) on the driveway access permit which was one of the outstanding conditions of approval. It is anticipated that construction on the project will commence in the spring. The Development Agreement, Site Plans and Mylars have been signed by the Applicant, we are awaiting the signature of the plans by the Chairman so the plans can be recorded at the Rockingham County Register of Deeds.

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

and all the conditions of the Planning Board approval have been met. The plans and Agreement have been recorded at the Rockingham Register of Deeds. The developer anticipates the start of construction in the spring. The Project Owner has made some minor changes to the plans to accommodate special events involving outdoor uses and seating in response to Covid 19 which have been approved administratively.

Site Plan Review Application of Selectwood Property aka Lamprey Falls, LLC, Map U-2, Lot

Across the street from this site in the Newmarket Industrial Park, Promocentrics, at 5 Forbes Road received approval for an expansion for two additions: one involving 12,610 square feet; and the other 11,000 square feet, which were approved in October 2019. The Planning Board, at its virtual meeting on June 9, 2020, provided a six (6) month extension to allow the applicant to secure necessary permits **359 on Bay Road**. This project, which was approved by the Newmarket Planning Board in September 2008, laid dormant for several years. It involves the historic adaptive re-use of a former warehousing building into 15 market rate housing units. Construction has moved at a slow, but steady pace. Recently, the contractors completed some of the exterior site work including the construction of retaining walls and the pedestrian ramp. The project is temporarily on hold due to the Covid 19 situation. No further reports have been provided by the Developer.

New Business

The following applications were submitted to the Planning Board for Public Hearings at the meeting on March 16, 2021:

- Request from **John Tyson of Hampton, NH** who is interested in building a single family home and driveway access to property at 75 Neal Mills Road, Class VI Road, Newmarket, NH at Tax Map R7, Lot 1. Town Council has requested review and comment from the Planning Board pursuant to RSA 674:41.
- Request from **CRC Future Corporation** for a Design Review of revisions to the Phase Two Site Plan for Hersey Green Condominium involving the increase in the number of units from 28 to 38 units, reducing the number of single units, on the upper cul de sac from 7 unit to 6 units, and remaining units to become 16 duplexes (with 32 units).
- Request from **Walter Cheney Jr./Cheney Property Management Corporation** for an amendment to the mixed-use development plan at 60 Exeter Road, Tax Map U3 and U4, Lots 11, 15, 138-1, M2A Zone.

Old Business

77 Hersey Lane, LLC (Walter Cheney) and Chinburg Builders, LLC, 77 Hersey Lane, Tax Map R4, Lot 3, R2 Zone. The Planning Board and Technical Review (TRC) continues their design review for an 11 Lot Residential Open Space Development on a 13-acre lot off the Class VI road portion of Hersey Lane. The project was conditionally approved for a Special Use Permit at the Planning Board meeting on November 12. The application for Subdivision approval of this project was presented to the Planning Board for acceptance and technical review at the January 2020 Planning Board meeting. The Technical Review Committee (TRC) is reviewing a report by a third-party wetland scientist involving a 100-foot wetland buffer waiver request. The wetlands scientist has issued two reports regarding the impacts on adjacent wetlands and has requested additional information including an impact analysis

and review of alternatives. The Planning Board approved a 100-foot wetland buffer waiver request at its September 15, 2020 meeting. The plans have been revised in response to engineering concerns and were resubmitted to the Planning Board for further technical review at the December 8, 2020 meeting. At that meeting, the Planning Board granted four (4) technical waivers and received an update on the status of the engineering review. The Planning Board approved the final application on December 22, 2020 with 15 conditions. The Developer received approval from the Town Council at its meeting on February 3 to upgrade a portion of the Hersey Lane Class VI road in order to provide improved access to the property so the project can move forward. The Applicant continues to work on addressing the conditions of approval and awaits a notice to proceed with construction some time during the upcoming construction season.

Other Business

Zoning Board of Adjustment

The Zoning Board of Adjustment approved the following applications at its meeting on March 8, 2021:

11 Chapel Street, LLC for a variance to allow the conversion of 620 square feet of an accessory barn for commercial/retail use on a lot which is considered non-conforming and doesn't meet current dimensional and use requirements. (Tax Map U2, Lot 3.)

William Ouellette/Ouelette Family Trust for an administrative appeal to clarify a 2005 Zoning Board Decision regarding the buildability of a non-conforming 5,000 square foot lot at 21/23 Ham Street. (Tax Map, Lot 310 in the R-2 zone.)

Donna and Elliot Reed for a special exception to allow an Accessory Dwelling Unit at 1 Oak Knoll Drive. (Tax Map U1, Lot 1-23, R-2 zone.)

The Gateway Development Proposal and other Zoning Changes

The Town is working with a planning/development consultant to bring forward development plans and zoning changes to implement three proposals for gateway development. The final report of the gateway study was presented at a joint meeting of the Town Council and Planning Board on October 14, 2020 to discuss this project and other related to impact fees and other Town priorities. The Town Manager has entered into a new contract with the consultant to start focusing on zoning changes to the Southern Gateway. The Consultant is meeting with stakeholders in the area to discuss zoning barriers and incentives that maybe necessary to provide redevelopment in the area.

Master Plan Update

Over the past decade, the Town has experienced significant changes in the patterns and intensity of growth and land development. Additionally, climate conditions produced flood and storm events as well as periods of severe drought, resulting in environmental concerns and placing high demand on

the Town's municipal water supply and local aquifers. During the past few years, new issues have emerged including sea level rise, tightening water supply restrictions related to PFOA, PFOS and other contaminants that threaten our water resources. During this timeframe, the Town has made progress in meeting the future water demands related to drinking water and is now participating in the EPA MS4 Stormwater Management Program. The current water resource chapter is being updated to reflect upon these efforts and what this means to the Town going forward. This project will be partly funded with grants funds that have been made available through the NH DES Local Source Water Protection Grant program. A public hearing on the Water Resource Chapter of the Master Plan was held on November 2020 and the chapter was unanimously adopted by the Planning Board. The completed chapter can be found on the Planning Board's website. The Planning Board will be discussing at a future meeting what chapters of the Master Plan should be updated in 2021.

FEMA Floodplain Maps and Ordinance

The Federal Emergency Management Agency (FEMA) has sent the Town new Flood Insurance Rate Maps (FIRM). Whenever new maps are produced, communities, such as Newmarket, which are participating in the National Flood Insurance Program, are required to have ordinances in place which are compliant with regulations. The NH Office of Strategic Initiatives (OSI) has conducted a compliance review of our regulations and forwarded recommendations for updating. The Planning Board will need to make amendments to the zoning, subdivision and site review regulations to assure Newmarket's continued eligibility in the program. The deadline for adopting new maps and revising the zoning ordinance is January 29, 2021. Copies of the preliminary floodplain maps are available for public viewing upon request at the Planning Department. At the Planning Board meeting on December 8, 2020 the proposed changes to the zoning, site review and subdivision regulations were reviewed and the Planning Board held a public hearing on the regulation amendments. They approved the zoning amendments with one editorial change and forwarded them to the Town Council with recommendations to adopt them at their scheduled public hearing on December 16, 2020. The Planning Board also unanimously approved the changes to the site review and subdivision regulations changes at the December 8 meeting. The Town Council held a public hearing on December 16, 2020 on the recommended zoning amendments and unanimously adopted the changes. The new flood plain maps are now in effect.

Stormwater Management and Sea Level Rise Update

In 2017, the Town received a grant from the Setting Sail Program, a NOAA Project of Special Merit, to update the Town's stormwater regulations. The new regulations will reflect state of the art thinking about stormwater and new technologies that have been developed for stormwater management. These new regulations will assist the Town in meeting requirements under the MS4 Program as well as provide the town with more resiliency against coastal hazards, riverine flooding, and sea-level rise. The Town has learned that the timeframe for completion of ordinances to regulate runoff from new and redevelopment sites has been extended until June 30, 2021. This project has been put on hold until there is clarity of what the proposed standards will be, following the final disposition of the Settlement Agreement and resulting EPA changes to the Town's National Pollution Discharge Elimination Program (NPDES) under the NH MS4 Program. The Town has recently provided a letter of support to

the Strafford Regional Planning Commission (SRPC) related to a grant application to the National Fish and Wildlife Federation that is being sponsored by the NH Department of Environmental Services (DES) for a demonstration project to show how the living shoreland approach to resource management can provide greater coastal resiliency, shoreland stabilization, and protection of vital tidal wetland habitat in Great Bay. The staff continues to work with Underwood Engineers to fulfill the requirements of the EPA MS4 Permit. The second-year report to EPA was submitted in September 2020. On December 7, 2020, modifications to NH MS4 were finalized by EPA which were effective on January 6, 2021. The Planning Board will be working on new stormwater regulations during the year ahead to meet the minimum standards for development as set forth in the MS4 permit.

Community Development Block Grants (CDBG)

The Covid 19 situation has given us an opportunity to pursue new federal and state grant programs. The Town Planner has been working on Community Development Block Grant (CDBG) projects which were submitted to the New Hampshire Community Development Finance Authority (NHCDFA) during the summer. We are pleased to announce the following grants have been awarded to the Town of Newmarket, thus far

- \$25,000 to assist the Linked Together Program with the siting and development of a new day care facility in the vicinity of Newmarket Elementary School.
- \$500,000 for water system improvements and renovations to the Newmarket Housing Authority property at Great Hill Terrace.
- \$500,000 replacement of a water main on New Road. A \$1,000,000 bond issue was approved at the 2021 Annual Town Meeting for stormwater funding to augment this project.

On November 23, 2020, the Town received word from the NH Community Development Finance Authority that it had received another CDBG grant for Covid 19 assistance to social service providers in Newmarket under the CARES Act in the amount of \$312,450. The Town is awaiting approval from the Governor and Council and completion of environmental reviews before the projects can begin.

Financials:

	Budget	MTD	YTD	Available	% Spent
FY 2021	\$ 139,801	\$ 9,446	\$ 91,169	\$ 48,632	65 %
FY 2020	\$ 133,802	\$ 9,438	\$ 87,439	\$ 46 086	66 %

Finance

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

Munis Project:

1. The Central Property and Permits/Code Enforcement module is in the Permitting part of the project with approximately 90% of the work completed. Data uploads from Munismart to Munis have been completed successfully and reviewed. Testing and user training has been occurring during February. System Go-Live is set for the beginning of March, after that post implementation support and project review and close out.
2. The Human Capital Management module is 91% complete. Parallel processing continued through February and goes through March. Issues continue to be reviewed and addressed during the parallel runs between Munis and Munismart. Although this has been a slow process, it has allowed the staff to work through the reconciliation issues between systems, provide time for corrections and system changes, and continued learning prior to going live with Munis. This has been running in tandem with the Employee Self Service system for time entry. The Payroll system go-live is currently set for early April, however, it will be pushed out if the noted issues are not 100% resolved.
3. As Manager of Human Resources, Tonya Cougler, will be assuming the duties of Wellness Coordinator for the municipal government. This means she will be developing and advancing programming to enhance the physical and mental well-being of the town's employees. In part, she will be identifying and promoting programs already available, but seldom used, from our health plan provider. However, she will also be working on programs that will include athletic events and other activities designed to improve general health and wellness. We look forward to what will come from her efforts.

Operations:

1. Continued work with NH state FEMA representative to review COVID-19 related expenses to date. They are still behind on our project submissions. As noted in the last report, FEMA is also much more stringent on what pandemic related expenses can be reimbursed. To date the town has received \$11K in COVID-19 PPE and first responder overtime reimbursement. That is the first reimbursement of the four projects submitted. We are awaiting word on the outcome of the three outstanding.
2. Payroll, Accounts Payables, Accounts Receivables, Bank Reconciliations, and internal financial reporting were accomplished as normal.

Financials:

Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2021 \$303,719	\$13,748.27	\$210,691.66	\$95,906.88	68.7
FY2020 \$266,948	\$35,958.17	\$275,448.72	\$-8,244.56	103.1

Information Technology

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

The IT support in February focused on fairly typical end user requests. The project related work was largely focused on finishing the installation of new network equipment in Town Hall, implementing new PCs, completing the email migration.

1. The IT support staff had 71 support requests totaling 51.83 hours of service time.
2. All departments have migrated to the new email system (Outlook 365) and we have implemented email encryption for those accounts where secure communications are required (e.g., the Police Department). The network upgrade was also completed in February. The change has improved network reliability and improved data transfer rates.
3. After learning of water and sewer districts around the country being attacked by foreign state sponsored extortion organizations, we have reviewed the network and believe it prudent to establish a secondary firewall inside the DMZ perimeter. This new firewall will be installed to protect the servers and applications that monitor and manage the town's water and sewer infrastructure. Although it is an added expense and security level, it will significantly reduce that department's vulnerability to intrusion.
4. Other activities under consideration in the upcoming months is to have the network cabling in the Town Hall building traced, tagged, numbered and properly punched down in the patch panels and terminated correctly (using termination or junction boxes) in offices. This will bring us in line with code and potentially provide some town offices with additional network lines. It could also allow us to remove yards of unnecessary cables from office ceiling and walls and free up patch and switch panel ports. Additionally, we will continue to retire old systems from inventory, replacing them with Windows 10 systems that are supported with security patches, and warranties.
5. Another seemingly minor initiative to be undertaken with the IT support team is a more granular analysis of support requests now that the network infrastructure has been addressed and PCs are being methodically replaced. The purpose is to better understand where our problems are caused and the impetus behind those caused and address those problems directly. For example, a specific user may be driving a high percentage of support requests and, now that she/he has a new PC, they may need additional training on the systems being used.

Channel 13:

Over the past month Newmarket Channel 13 covered 10 meetings for the town and school departments. Of those 10 meetings 6 were a hybrid of virtual meetings with some people attending in person in the auditorium. The remaining 4 were completely virtual meetings utilizing the Zoom platform. Each meeting was simulcast on channel 13 for cable cast, our streaming channel (<http://bit.ly/NewmarketCh13>) for online and on demand viewing; as well as on our Facebook page for social media outreach.

Our Facebook page had 14 posts that reached 3,045 unique users this month. This increased our page likes by 6, and increased our new followers by 12. We had video views of 3,410 unique views with other engagements of 640. This resulted in a 10% increase of people looking for and viewing our page over the month of February.

Channel 13 cross promotes on the Town of Newmarket's Facebook page as well. In February we saw 7 new page likes and 8 new page followers for the Town's Facebook Page. We also saw posts reach 573 unique users with 222 video views and 181 addition post engagements.

The weekly Newmarket Newsletter that comes out every Friday. The Newmarket Newsletter is sent to an average of 1228 emails and is opened by an average of 45% those who receive it. This often result in an average of 9% of the links in the Newmarket Newsletter being clicked on (internal links within the newsletter itself). In the month of February we was 4% growth in those we are reaching and opening the Newmarket Newsletter.

Financials:

Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2021 \$ 215,254	\$ 6,683.71	\$ 121,415.47	\$ 79,238.87	63.6
FY2020 \$ 248,108	\$ 12,499.40	\$ 196,376.13	\$ 26,049.12	89.5

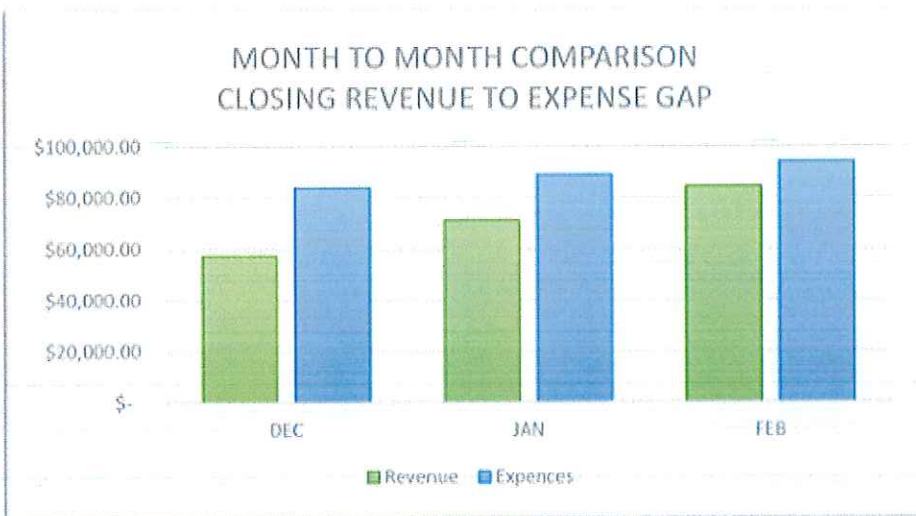
Recreation

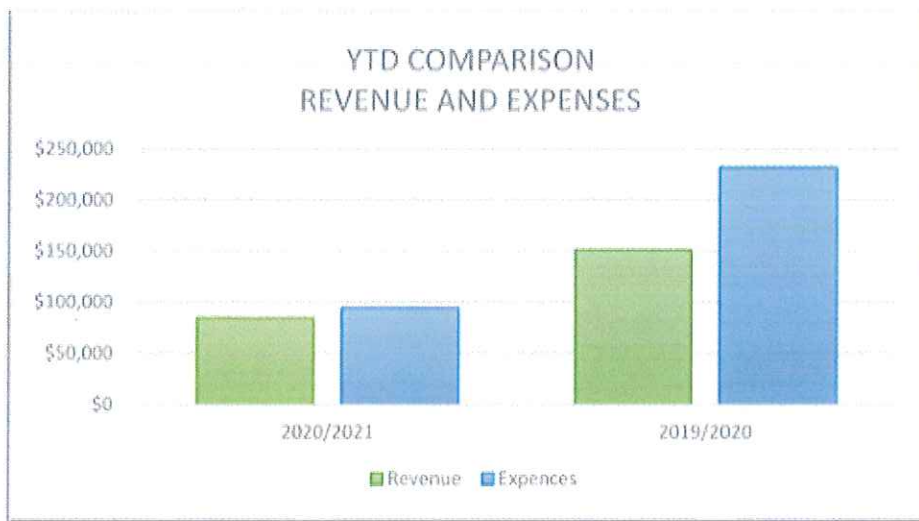
Financial Report – January

General Fund Expenditures: According to Munis the Recreation's Department's General Fund, we have expended \$134,258 (61% of the budget) as compared to \$131,705 (61% of the budget) last year at this same time. We are on a similar track YTD.

Rec Revolving Expenditures: According to Munis the Recreation's Department's Revolving Account, we have expended \$94,065 as compared to \$231,794 for last year at this same time. This reduction in expenditures is definitely COVID related as we were not able to run our typical summer camp program last summer nor were we able to make the revenue that coincides with the camp.

Rec Revolving Revenue: According to Munis the Recreation Departments, the Rec's Revolving Revenue Account is showing that we have collected \$84,412 which is only \$9,653 difference between expenses and revenue. We continue to close this gap each month. We feel by the end of March we will definitely close the gap and start to generate revenue. Unfortunately, we will not be where we were at last year which was at \$151,001 at this same time, but we are also one month away from opening up registration for summer camp and we feel that our revenue numbers will definitely go up in the next month of two.





Personnel:

As Summer Camp registration is just around the corner, so is the recruitment of Summer Camp staff. Last year we had a very difficult time staffing our program. We have already sent out the summer employment opportunity feelers to UNH and will continue to do so for the next several months. As mentioned last month, summer camp registration and the money we generate in the next few months may allow us to finally hire back on our Specialty Coordinator position.

Community Events:

No community events were held in February. As you may remember from last's month report, we decided to move the Daddy Daughter Date Night to early May so we could hold it outside. We also were given an invitation by the new owner of the Rockingham Ballroom to once again hold the dance there. If we are in fact able to do this, we may move the dance up to late April versus May. The size of the ballroom will allow us to social distance inside rather than trying to hold the dance outside on our basketball court.

Rec Daily Programming:

Preschool Playgroup: Preschool Playgroup Winter Session has continued on with a full class of 8 participants. Miss Erin incorporates outdoor play in the snow with the preschoolers as well as crafts, yoga and creative activities to keep the participants engaged and learning. This month the Playgroup had a mini-Valentine's Day party, where they did crafts and had a dance party. We are excited to share we have had new families calling to inquire about the next sessions of playgroup and anticipate more participants as the world returns to normal programming. This session of playgroup will run until April 1st and then the next spring session will begin shortly after.

Hip Hop: The winter session of Hip Hop has continued with our 3 popular classes; Youth Junior Jam, Kinder Hip Hop and Pre-K Hip Hop. This session all of our classes had higher registration numbers than the previous session. We have 9 registered for Junior Jam, 10 signed up for Kinder Hip Hop and 6 signed up for Pre-K. Our teachers Ethan and Hope are having an amazing time teaching the kids and helping them build upon their dancing skills.

They have now incorporated props and tools to help teach the younger students new moves. This program will run through the end of March and will have a small performance for parents.

Ballet & Tap: Ballet and Tap Fall Winter Session has continued to run successfully with our two classes, Blooming Ballerinas and Twinkle Toes for elementary aged kids. Our Twinkle Toes class filled out to 8 participants, and our Blooming Ballerinas class brought in 6 participants. Miss Sarina has continued to be a great teacher for this age group, and has acquired two high school aged students volunteering during the classes. Both Ani and Simran have been great additions and role models in the dance classes. This program will run through the end of March and each class will do a small performance for parents.



Symposium Academy – Robotics: As you may recall from last month's report, Newmarket Rec partnered up with Symposium Academy to offer Robotics program called "Absolutely Shocking". Unfortunately, we did not get enough sign ups in the age group they hoped for to make the class cost effective. So, they agreed to offer an introductory FREE three-week program which included elementary aged students for the community. This program allowed for 3rd graders through high schoolers to learn how to construct and program small robots through hand on experiments. These experiments encouraged students to get innovative and compete against each other in friendly competitions. This program is sponsored by Bottomline Technologies, who provided a donation to cover the costs of all of the robotics kits for the participants. In total we had 19 participants sign up for the program, and are looking forward to continuing the program.

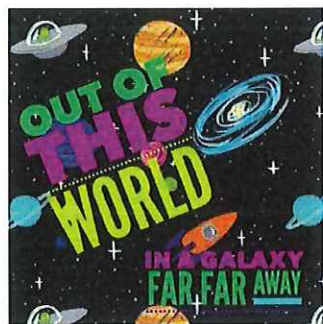
Winter Warm Ups: The Winter Warm-Up's programs brought to you by The Newmarket School District and The Newmarket Recreation Department have continued to run successfully throughout the month of February. We are getting nothing but praises for offering these free virtual programs. The Winter Warm Up programs are a part of the initiative to provide free and virtual programs to the Newmarket community through wellness, cooking, arts and music classes as well as lecture series and outdoor based educational programs. We have now successfully completed 6 of our programs including: The Great Outdoor Pursuit, Cooking Egg Rolls, Choreography with Anthony, Native American Lecture Series, Partner Yoga Pajama Party and more with a total of 107 participants and counting. Currently we have The Beginners Watercolor program and Intro to Photography running with full classes, creating beautiful watercolor pieces and photographs. As move into the spring months we will continue on with this collaboration under the name *Zoom into Spring!* We already are working in several new programs like a beginner Piano Program and Nature and Gardening Classes, plus more!

Iguana Wanna – MORE After-school Care Program: The after-school program is still viable and being used by many different families in Newmarket. Our future with the program is to create are more club like experience than just afterschool care, but accomplishing both tasks. The below participation numbers are a combination of after school days as well as the Friday Full Day program. We had a record high number in Week 23 this past month with 45 participants. Not only is this program a much-needed program for the working parents, this program has also financially sustained us through these trying times by allowing it to at least cover our annual fixed costs.

February Vacation Camp: We ran a February Vacation Camp for three days, February 22, 23 & 24, 2021. Due to COVID guidelines, the program was limited to 24 participants. We decided to do a test drive on providing field trips using our Rec Vans to see if parents would sign their children up despite the apparent risk of traveling in a bus. The answer was a definite YES! They were very excited to see us offering field trips with this program. On Monday, participants were transported in small groups on the Rec Vans to Shooters Bowling Lanes. The Camp had the entire facility to themselves, including the birthday party room. It was mandatory that Campers and staff were kept to small groups, socially distanced at all times and kept their facemasks on at all times. On Tuesday, participants enjoyed a home base activity, with Blast Party Laser Tag. Throughout the day participants played laser tag on the field along with other fun activities. On Thursday, participants were transported in

small groups by the Rec Vans to Stratham Hill Park where they were able to go sledding, hiking, mountain biking, and make s'mores however the skating rink was closed due to warm temperatures.

Kids were required to social distance in the van and wear their face masks. The camp was very successful and we are looking forward to offering an April Vacation Camp, trying out more small- scaled field trips in preparation for summer camp.



Summer Camp: We spent most of February researching what summer camps will look like this summer in the state of NH. We also listened to several NH task force calls regarding summer camps. We finally received the NH state's guidelines about a month ago. The good news is that the guidelines have increased group sizes for cohorts up to 20 campers as opposed to 10 campers in a cohort last year. Unfortunately, the need to keep cohorts separate from all other groups is not only not fun, logistically difficult, it also increases payroll as the staff also have to stay in the same cohorts. Therefore, we need to hire extra staff to cover those days when staff members call out, which is often when you are working with high school and college students. Also, these guidelines still seem relatively restricted in light of

other previous restriction loosening up in other areas. These restricted guidelines, definitely contributed to our lower numbers registered in camp last year. Many parents simply do not want their children to have to wear masks outside all day on the hot summer days. We have also met regularly via zoom meetings with other Rec Departments to get feedback on what they are planning. NHRPA holds meetings on Tuesdays regarding general programming and on Friday's regarding Summer Camp programming.

Both weekly meetings typically have 15-20 department's attending. During the meetings departments discuss staffing, budgeting, general guidelines and brainstorm to come up with solutions for unique problems. The good news, with the help of hearing what other departments were doing, we finally were able to figure out most everything and feel strongly that we can provide a safe but way more "fun" summer camp program this year. The plan is to offer a hybrid model of what we offered in years past while still following most all the guidelines provided by the state. Again, it may not be exactly what we offered in the past prior to

COVID, but we think we have come up with a plan where it will be pretty darn close. We will be opening summer camp registration in the middle of March and what better Summer Camp 2021 theme than *Out of this World... in a Galaxy Far Far away*.

Capital Projects (not in priority order):



Splash Pad / Permanent Restroom Facility: We are happy to announce that we were able to satisfy the concerns from the NH Division of Historical Resources that the parcel is not a sensitive area for Native American artifacts. In the meantime, Underwood Engineering began the process in February with DES to ensure we have all the permits needed to operate a water filtration Splash Pad. If everything goes according to plan, Rick Malasky plans to break ground in mid-late March after the ground has softened. Aqua Land is on the way!

Skate Park: We have received two “options” quotes from American Ramp Company which has the Sourcewell contract. One option came in at just over \$125,000 and the other came in as a 3-phase project totaling around \$175,000 when all is said and done. Throughout the process of researching, we interview the skateboarders at the park periodically to ensure, if and when we can afford to upgrade, they feel we have listened to their opinions on what they want out there. In turn they understand that providing them with an upgraded skate park also means that they need to show more ownership in being responsible for the general wear and care of the park. They have promised to do so. ☺

Basketball Court: We are currently getting quotes from several companies on resurfacing the court to include basketball, and 2 pickle ball courts (running horizontally) along with a small walking track around the whole court. More info on this later.

Sunrise Sunset back area Patio: We are in the process of removing all the raised garden boxes in the Sunrise Sunset garden and relocating them to the Community Garden behind the Rec Center. This will allow us to clear the space so that we can begin the process of making the garden area into an outdoor patio area with picnic table seating and a retractable awning for shade needs. This will enable us to provide more programs outside on a regular bases without having to put up and take down tents as we did last summer.

Beech Street Facility: We have given this facility a lot of thought and we finally think we have come up with the best and most needed use for this building. Not only do we think this idea will benefit the entire community with much needed affordable wellness programming, but we also believe it can be profitable. This spring we will begin the process of researching what it would take to turn this facility into Newmarket Rec's new wellness facility ***H.E.A.R.T. in the Right Place.*** H = Healing, E = Empowerment, A = Affirmations, R = Relaxation,

T = Tranquility. There are so many mental health and body wellness programs that we can offer via certified contract instructors. Given what we have all gone through and continue to go through, we truly believe now more than ever that providing affordable whole health and mindful awareness programming is essential to the health and welfare of our community. Once we have come up with what we believe manageable and affordable upgrades and/or renovations to the building, we will present the entire business plan to the Town Manager.

Recreational Facilities:

Community Center Access: The Community Center continues to remain closed to the general public and outside organizations during the day/evening and will only be available to participants and parents of those participants. This is to reduce cross contamination of too many people using the facility.

The Sunrise Sunset Facility is also limited to only those participants that are involved in a particular program that is run at a specific time. The Sunrise Sunset facility is still closed for daily walk-ins. Once the majority of seniors have received their vaccine, we are hoping to open the doors for daily walk-ins.

The Beech Street Facility is still closed for all rentals. We simply have no way of knowing if the renters will follow the COVID guidelines should they try to hold an event on the weekend, when Rec staff is not working to ensure guidelines are being followed. (See potential plan for Beech Street under Capital improvements).

Sunrise Sunset Activity Center Programming & Other:

RSVP's Bone Builders ZOOM Program: This month the Sunrise Center worked with the Retired Senior Volunteer Program (RSVP) and together we have initiated the Bone Builders ZOOM Program. We have approximately 20 participants signing in and exercising at home while the instructor leads the group from the Sunrise Center. We're scheduling this popular program on Tuesdays and Thursdays from 9:30-10:30 in the morning. There is another leader monitoring the group from their home screen to be sure everyone is safe and following the moves correctly. We're expecting more will sign up as they hear their friends and neighbors are enjoying the easy-to-follow program.



The Sunrise Center Programming: The Sunrise Sunset Center is continuing their small group activities with twice-weekly Bingo games, monthly Book Club, Arts & Crafts, Corn Hole and Ukulele Band. All of these programs have been consistently well attended and sometimes we find it necessary to put people on waitlists so that we don't go over the twelve-person limit inside the function room while we adhere to social distancing. The one-year mark is quickly approaching when we suspended all big events, congregate dining, trips and any groups of over twelve people, inside and outside the building, due to Covid. The majority of attendees at the center have had their first vaccine and are

eagerly awaiting the second dose.

Some have also had the Johnson & Johnson one-dose vaccine. We're looking forward to increasing our attendance and offerings in the coming months and everyone is anxiously waiting to be able to take day trips once again.

Puzzle & Book Bazaar: We had another successful Puzzle & Book Bazaar in February with 30 people in attendance staggered over the period of two hours. Everyone that came left with one or two bags full of books & puzzles to enjoy at home. As the weather gets nicer, we will set up a table outside on select days so that people can drive through and browse at their convenience.

Respectfully Submitted by

Aimee Gigandet

Recreation Director



Town Hall
186 Main Street
Newmarket, NH 03857

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

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 17, 2021

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

PREPARED BY: William Tappan, Director of Finance & Administration

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The Arts & Tourism Commission, created by the Newmarket Town Council, studies, considers and make recommendations to the Town Council and Town Manager, general policies for the arts and tourism in the Town of Newmarket. The Commission will develop and promote programs, forums, and exhibits that highlight the talent and active art related venues currently existing within the Town. In order to support its mission, the Arts & Tourism Commission is planning to engage in fund raising activities. Monies coming from those activities are anticipated to be derived from private sources.

DISCUSSION:

According to NH RSA 31:19, private and public funds cannot be commingled. The solution is for the Arts & Tourism Commission to have a Trust Fund established for the purpose of depositing, administering, and expending monies raised in support of its mission.

FISCAL IMPACT:

None.

RECOMMENDATION:

According to NH RSA 31:19, private and public funds cannot be commingled. The solution is for the Arts & Tourism Commission to have a Trust Fund established for the purpose of depositing, administering, and expending monies raised in support of its mission.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2020/2021-35 Arts & Tourism Commission Trust Fund	2/23/2021	Cover Memo



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

Resolution #2020/2021-35
Creating an Arts and Tourism Trust

WHEREAS: The Arts & Tourism Commission, was created by the Newmarket Town Council to study, consider and make recommendations to the Town Council and Town Manager, general policies for the arts and tourism in the Town of Newmarket. The Commission will develop and promote programs, forums, and exhibits that highlight the talent and active art related venues currently existing within the Town; and

WHEREAS: The Commission wants to conduct fund raising activities for the purpose of supporting the commission's mission; and

WHEREAS: Funds raised from private sources cannot be comingled with public municipal funds per NH RSA 31:19.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT: the Newmarket Town Council does hereby resolve, pursuant to RSA 31:19, to establish an Arts and Tourism Trust Fund for accepting public and private donations for the purpose of carrying out the mission of the Arts & Tourism Commission of the Town of Newmarket, and

FURTHER, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

1. The Trust shall be governed by the members of the Arts & Tourism Commission.
2. The Trust Funds shall be maintained and administered by the Trustees of the Trust Funds
3. The Town manager shall serve as agent of the trust.
4. The Town Manager shall not disburse any of the trust's funds without prior written authorization of the Arts & Tourism Commission, in accordance with the Town's purchasing policies.

First Reading: *March 3, 2021*

Second Reading: *March 17, 2021*

Approval: *March 17, 2021*

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Zachary Dumont			
Councilor Helen Sanders			
Councilor Scott Blackstone			
Councilor Megan Brabec			
Councilor Jon Kiper			
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: March 17, 2021

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

PREPARED BY: Rick Malasky, Fire Chief

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

After reviewing this resolution, I recommend passage.

BACKGROUND:

On May 31, 2020 Ambulance One was involved in a motor vehicle accident which caused damage to the Stryker Power Pro Cot. Total replacement cost was \$28,929. The insurance company only reimburse the town \$5,202 leaving an outstanding balance of \$24,727, which was not budgeted or anticipated.

DISCUSSION:

The Ambulance Revolving Fund has a balance of \$74,715 as of January 31st. This fund covers equipment replacement purchases.

FISCAL IMPACT:

The Ambulance Revolving Fund account would be charged the remaining balance of \$23,727 that was not reimbursable from the insurance company.

RECOMMENDATION:

I recommend that the town council approves the release of \$24,727 from the Ambulance Revolving Fund to cover the outstanding balance of the replacement cost for the Stryker Power Pro Ambulance Cot.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2020/2021-36 Stryker Power Pro Ambulance Cot	2/23/2021	Cover Memo
Ambulance Fund	2/23/2021	Cover Memo
Primex Letter	2/23/2021	Cover Memo
Stryker Medical Invoice	2/23/2021	Cover Memo



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

Resolution 2021/2022-36

Reimbursement Insurance Claim Stryker Power Pro Ambulance Cot

WHEREAS: The Fire Department had to replace the Stryker Power Pro Ambulance Cot that was damaged from a motor vehicle accident; and

WHEREAS: The insurance company did not cover the entire claim leaving an outstanding balance of \$24,727; and

WHEREAS: the Ambulance Revolving Fund has a balance of \$74,715 as of January 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:
Authorizes the release of \$24,727 from the Ambulance Revolving Fund to cover the outstanding balance for the Stryker Power Pro Ambulance Cot.

First Reading: March 3, 2021

Second Reading: March 17, 2021

Approval: March 17, 2021

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

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

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

02/23/2021 11:11
 5197csheehan

Town of Newmarket, NH - LIVE
 BALANCE SHEET FOR 2021 8

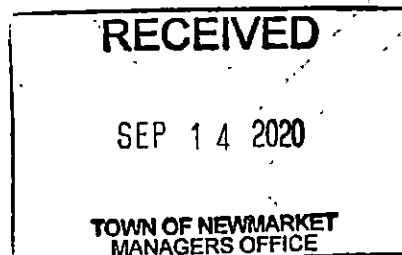
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FUND: 14 AMBULANCE REVOLVING FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
140000	10000	CASH	.00	74,715.86
TOTAL ASSETS			.00	74,715.86
FUND BALANCE				
140000	35400	Actual Revenues	.00	-75,017.97
140000	35500	AMBULANCE REVOLNG-ACTL EXPENSE	.00	36,730.00
140000	35590	BUDGETED EXPENSE	.00	-36,730.00
140000	35900	AMBULANCE REVOLNG-UNRES FB	.00	-36,427.89
140000	35950	Budgetary Clearing	.00	36,730.00
TOTAL FUND BALANCE			.00	-74,715.86
TOTAL LIABILITIES + FUND BALANCE			===== .00	===== -74,715.86

** END OF REPORT - Generated by Carol Sheehan **

September 10, 2020

Stephen Fournier, Town Administrator
Town of Newmarket
186 Main St.
Newmarket, NH 03857



RE: Our Member: Town of Newmarket
Date of Incident: 05/31/2020
Our File No.: AU2020 2627762

Dear Mr. Fournier,

This correspondence will follow our previous payments related to the above listed accident, which included the vehicle damage and the chair lift. I am writing to clarify Primex's position on the Stryker stretcher.

In our attempt to determine damages to the Stryker stretcher and chair, we transported the stretcher and chair to our metallurgist, Timothy Kinney at NH Materials Laboratory for further inspection. Mr. Kinney was able to confirm damage to the chair. Primex issued payment for the chair. Unfortunately, Mr. Kinney was unable to locate any damages to the stretcher. Rick Malasky and I discussed our findings.

We requested that Stryker complete a more detailed inspection of the stretcher to provide damage documentation; however, Stryker has refused, due to the velocity of the accident i.e. Stryker's certification requirements. Again, we were attempting to document actual damages to the stretcher. As we were unable to document damages to the stretcher, Primex is unable to provide payment.

We completed additional investigation into the State of NH's certification requirements. We have been advised by Mr. Justin Romanello, head of NH's Bureau of EMS, that Stryker certification is not required under NH Administrative Rule 5906. Mr. Romanello stated that the State of NH only requires that the equipment be in good working order. Rule 5906.06 & 5906.07 state the following:

Saf-C 5906.06 Accountability for Vehicle and Unit Equipment and Supplies.
The unit shall be responsible to ensure that each vehicle is maintained in a safe and working manner, which means the vehicle shall be:

- (a) Garaged in a safe and clean environment; and
- (b) Kept free from unsanitary conditions to maintain infection control by:

Trust. Excellence. Service.

- (1) Ensuring that the interior of the patient compartment and equipment are clean at the beginning of each call and after each call;
 - (2) Disposing all bio-hazard waste materials in appropriate receptacles after each call; and
 - (3) Ensuring that sterile supplies and medications are stored in sealed packages in a dry location.
- Source. (See Revision Note #1 and Revision Note #2 at Chapter heading for Saf-C 5900) #12790, effective 5-24-19

Saf-C 5906.07 Vehicle and Shelter Inspection and Reinspection Procedures.

- (a) The division, prior to the issuance of an initial vehicle license, shall conduct an EMS inspection of all vehicles and their shelters, as applicable.
- (b) Initial inspections shall be conducted within 30 days of acceptance of an application for a vehicle license.
- (c) During the EMS inspection, the person responsible for the maintenance and operation of the unit, or his or her designee, shall be present, in order to:
 - (1) Test the equipment;
 - (2) **Prove that the required equipment is on the vehicle and in good working condition pursuant to Saf-C 5906.08;** and
 - (3) Witness and assist in the inspection of the vehicle(s) and the inventory of supplies.
- (d) The EMS vehicle inspection shall ensure that:
 - (1) The vehicle complies with the equipment required in Saf-C 5906.08;
 - (2) The patient compartment of the vehicle is free of unsanitary conditions that might jeopardize the health and safety of the patient or provider; and
 - (3) A test of the 2-way radio communication(s) capabilities is conducted, by documenting the test call to:

- a. The unit's medical resource hospital; and
- b. The unit's dispatch control center.

As we confirmed that the stretcher was in proper working order and that no damages were sustained, Primex is unable to provide payment for the Stryker stretcher. In addition, Primex will not be pursuing the other driver's carrier for the stretcher replacement expense.

Per Rick's request, we will be transferring the stretcher back to the Fire Department. If you elect to put the non-Stryker certified stretcher into service, Primex will provide coverage under the Primex Property and Liability Agreement.

If you should have any questions or wish to discuss, please feel free to contact me directly 603-410-2116.

Sincerely,

Tom Parrott
(ga)

Tom Parrott
Claims Representative

Cc: Rick Malasky, Fire Chief
Town of Newmarket

Carol Sheehan, Asst. Finance Director
Town of Newmarket

INVOICE



SHIP TO: 1170491

MAKE PAYMENT TO:

NEWMARKET FIRE AND RESCUE
4 YOUNG LN
NEWMARKET NH 03857

STRYKER SALES CORPORATION
P.O. BOX 93308
CHICAGO, IL 60673-330
PH - 1-800-733-2383

CONTACT:

STRYKER MEDICAL
1901 Romence Rd Parkway
Portage, MI 49002
Phone Number: (800) 327-0770
Fax Number: (866) 551-2618
www.stryker.com

BILL TO: 1170491

NEWMARKET FIRE AND RESCUE
4 YOUNG LN
NEWMARKET NH 03857

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE
3093604 M	07/27/20	20200135	DONNELLY, SHANE	8463493 SO	1 of 2

TERMS	SHIPPING METHOD
Net 30 days	

SHIPPING INSTRUCTIONS

LINE NO.	DESCRIPTION	ITEM NUMBER	GTIN	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.000	POWER PRO AMBULANCE COT	6506000000	07613327261639		1	24,727.0000	24,727.00
1.001	PR COT RETAINING POST OPTION	6085033000		2007003500172	1	.0000	
1.002	STANDARD COMPONENT 6506PWR PR	6506026000			1	.0000	
1.003	XPS OPTION	6506040000			1	.0000	
1.004	NO RUNNER	0054200994			1	.0000	
1.005	EQUIPMENT HOOK OPTION	6500147000			1	.0000	
1.006	6506 PWR-LOAD/PERF-LOAD OPTION	6506034002			1	.0000	
1.007	KNEE GATCH/TRENDELENBURG	6500082000			1	.0000	
1.008	RETRACTBLE HDSCN O2 HLDR OPTN	6085046000			1	.0000	
1.009	EAR Label 0036-019-934						
1.009	BACKREST STORAGE POUCH OPTION	6500130000			1	.0000	
1.010	EAR Label 0036-019-937						
1.010	H/E STORAGE FLAT OPTION	6500128000			1	.0000	
1.011	EAR Label 0036-019-936						
1.011	ONE PER ORDER, MANUAL, ENG OPT	650606160000			1	.0000	
1.012	SMRT SYSTEM-120V AC, 12V DC	6500038000			1	.0000	
1.013	J-HOOK	6092036018			1	.0000	
1.014	KNEE GATCH BOLSTER MATRSS, XPS	6500003130			1	.0000	
1.015	EAR Label 0036-019-939						
1.015	STEER LOCK OPTION	6506038000			1	.0000	
1.016	3 YR X-FRAME POWERTRAIN WRRNTY	7777881669			1	.0000	
1.017	2 YR BUMPER TO BUMPER WARRANTY	7777881670			1	.0000	
1.018	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			1	.0000	

CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.

CURRENCY	SUBTOTAL	SALES TAX	TOTAL
USD	Continued	Continued	Continued

Subject to applicable shipping and handling charges.

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.

* Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

07/27/2020

22:27:34

INVOICE

stryker[®]

SHIP TO: 1170491

NEWMARKET FIRE AND RESCUE
4 YOUNG LN
NEWMARKET NH 03857

MAKE PAYMENT TO:

STRYKER SALES CORPORATION
P.O. BOX 93308
CHICAGO, IL 60673-330
PH - 1-800-733-2383

CONTACT:

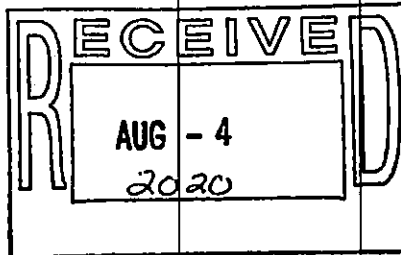
STRYKER MEDICAL
1901 Romence Rd Parkway
Portage, MI 49002
Phone Number: (800) 327-0770
Fax Number: (866) 551-2618
www.stryker.com

BILL TO: 1170491

NEWMARKET FIRE AND RESCUE
4 YOUNG LN
NEWMARKET NH 03857

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE		
3093604 M	07/27/20	20200135	DONNELLY, SHANE	8463493 SO	2 of 2		
TERMS			SHIPPING METHOD				
Net 30 days							
SHIPPING INSTRUCTIONS							
LINE NO.	DESCRIPTION	ITEM NUMBER	GTIN	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.019	3 STAGE IV POLE PR OPTION	6500315000	07613327282467		1	.0000	
	EAR Label 0036-019-941						
1.020	X-RESTRAINT PACKAGE	6500001430	07613327417661		1	.0000	
1.021	STANDARD FOWLER	6506012003			1	.0000	
1.022	LABEL, WIRELESS	639000010902			1	.0000	
2.000	STAIR PRO - MODEL 6252	6252000000	07613327261608		1	4,202.0000	4,202.00
				2007010000108			
2.001	STAIR CHAIR - 6252 STD COMP.	6252026000			1	.0000	
2.002	Stair-Pro Operations Manual	6252009001			1	.0000	
2.003	HARD PLASTIC ABS SEAT OPTION	6250021000			1	.0000	
2.004	POLYPROPELENE RESTRAINT OPTION	6250160000			1	.0000	
2.005	1 YR PARTS, LABOR, & TRAVEL	7777881660			1	.0000	
2.006	MAIN FRAME ASSY OPTION	6252022000			1	.0000	
2.007	LOWER LIFT HANDLE OPTION	6250024000			1	.0000	
2.008	STAIR PRO DVD IN-SERVICE VIDEO	6250001162			1	.0000	
2.009	FOOTREST OPTION	6252027000			1	.0000	
2.010	NO IV BAG CLIP OPTION	6252024000			1	.0000	

RECEIVED
AUG - 4
2020



CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.

Subject to applicable shipping and handling charges.

CURRENCY	SUBTOTAL	SALES TAX	TOTAL
USD	28,929.00		28,929.00

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.

* Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

07/27/2020

22:27:34



Town Hall
186 Main Street
Newmarket, NH 03857

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

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 17, 2021

TITLE: Resolution #2020/2021-37 - Paramedic Service

PREPARED BY: Rick Malasky, Fire Chief

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The fire dept. ambulances are currently licensed at the Advanced level; I would like to license both at the Paramedic level. We have several personnel currently in medic school; this will improve coverage/staffing levels, provide a better service to the residents, and increased revenue. Until now we have utilized Exeter Hospital Paramedic Services and McGregor Memorial. The cost for this service goes to the patient, and the revenue goes to Exeter Hospital and McGregor. This could be as much as \$20,000 - \$25,000 per year.

DISCUSSION:

I would like to request \$14,000 from the Ambulance Revolving Fund to purchase the additional equipment necessary to license both ambulances to operate at the Paramedic level. This will increase revenues, staffing levels and provide the town with a higher quality of care for our patients. This additional equipment is a one-time purchase. The budget will increase annually by \$5,000 due to increased salaries, but the benefit and increased revenues will offset the cost.

FISCAL IMPACT:

The Ambulance Revolving Fund account would be reduced by \$14,000. This is a one-time purchase for the additional equipment required to license both ambulances.

RECOMMENDATION:

I recommend that the town council approves the release of \$14,000 from the Ambulance Revolving Fund for the purpose of purchasing the additional equipment required to license both ambulances to the paramedic level.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2020/2021-37 - Paramedic Service	2/24/2021	Cover Memo
Ambulance Fund Account	2/24/2021	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2020/2021 - 37
Paramedic Service

WHEREAS: The Fire Department wants to start a Paramedic service for the community; and

WHEREAS: The cost to do so will be \$14,000 to purchase the necessary equipment to license both ambulances with the State; and

WHEREAS: the Ambulance Revolving Fund has a balance of \$74,715 as of January 31, 2021.

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

The Town Council authorizes the release of \$14,000 from the Ambulance Revolving Fund to purchase the necessary equipment to license and start a paramedic service with the Newmarket Fire & Rescue.

First Reading: March 3, 2021

Second Reading: March 17, 2021

Approval: March 17, 2021

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

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

02/23/2021 11:11
 5197csheehan

Town of Newmarket, NH - LIVE
 BALANCE SHEET FOR 2021 8

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FUND: 14 AMBULANCE REVOLVING FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
140000	10000	CASH	.00	74,715.86
TOTAL ASSETS			.00	74,715.86
FUND BALANCE				
140000	35400	Actual Revenues	.00	-75,017.97
140000	35500	AMBULANCE REVOLNG-ACTL EXPENSE	.00	36,730.00
140000	35590	BUDGETED EXPENSE	.00	-36,730.00
140000	35900	AMBULANCE REVOLNG-UNRES FB	.00	-36,427.89
140000	35950	Budgetary Clearing	.00	36,730.00
TOTAL FUND BALANCE			.00	-74,715.86
TOTAL LIABILITIES + FUND BALANCE			===== .00	===== -74,715.86

** END OF REPORT - Generated by Carol Sheehan **



Town Hall
186 Main Street
Newmarket, NH 03857

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

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Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Sam Kenney Application	3/4/2021	Cover Memo



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

Applicant's Name: SAM KENNEY

Address: 11 HUCKINS DRIVE Phone/Cell 207-467-5413

RSA 669:19 Newmarket Registered Voter: (Yes) No # of Years as Resident: 6
RSA 91:2 Are you an American Citizen? (Yes) No

Email address: KENNEY5@WSEINC.COM

Full membership (3 year term) position applying for CONSERVATION COMMISSION

State what the new term expiration date is: MARCH 2024

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

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

CURRENTLY APPOINTED TO COMMISSION
W/ 3 YEARS OF SERVICE. REGISTERED PROFESSIONAL ENGINEER
WHO ACTIVELY WORKS WITH WATER RESOURCES/CONSERVATION

(need more room, please use the back)

[Signature] 2/13/2021
Signature Date

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



Town Hall
186 Main Street
Newmarket, NH 03857

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

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Phil Nazzaro Application	3/8/2021	Cover Memo



RECEIVED

MAR - 8 2021

TOWN OF NEWMARKET
MANAGERS OFFICE

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

Applicant's Name: Philip Nazzaro

Address: 7 Bayview Ln, Newmarket Phone/Cell 315.489.4904

RSA 669:19 Newmarket Registered Voter: Yes No # of Years as Resident: 20
RSA 91:2 Are you an American Citizen? Yes No

Email address: Philip.Nazzaro@yahoo.com

Full membership (3 year term) position applying for Veteran's Memorial Trust Comm.

State what the new term expiration date is: 2024

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: I have served on this committee for 12 years. As a Veteran & former town councilor I believe this position allows me to continue my service.

(need more room, please use the back)

Signature

Date

7 March 21

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



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Newmarket, NH 03857

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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 17, 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.

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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

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

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

~~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. Study and Report Phase	\$0
b. Preliminary Design Phase	\$0
c. Final Design Phase	\$261,000
d. Bidding or Negotiating Phase	\$9,500
e. Construction Phase	\$[0]
f. Post-Construction Phase	\$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

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

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

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

\$[1,000,000]

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:~~

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

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

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

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

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

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: March 17, 2021

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

PREPARED BY: Sean T. Greig Environmental Services Director

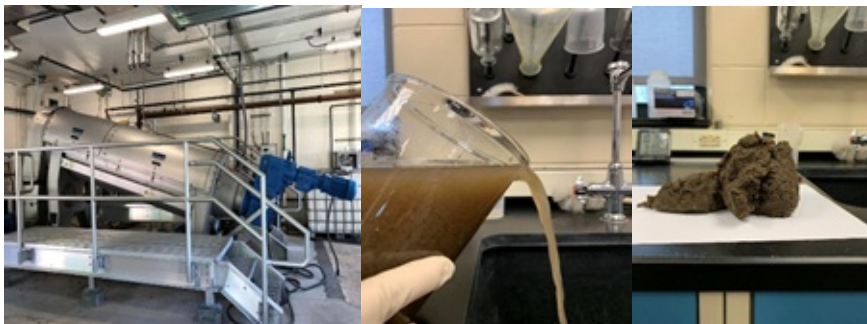
TOWN MANAGER'S COMMENTS - RECOMMENDATION:

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

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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)
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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
Task I: Sludge Thickener - Project Kickoff		
a	Review Existing Data & Memoranda	
b	Site Visit and Project Kickoff Meeting	
Task II: Preliminary Design		
a	Develop Preliminary Design Technical Memorandum, 30% Drawings Basis of Design for Huber S-Thickener Basis of Design for Thin Sludge Feed Pump Basis of Design for Thickened Sludge Pump Basis of Design for Polymer System Basis of Design for Grinder Preliminary Design Layout Drawings, 30% Building Services Technical Memoranda	
b	Client Submittal Review, 30% Review	
	Subtotal	\$ 20,050
Task III: Final Design Phase		
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	
	Subtotal	\$ 32,360
Task IV: Bidding Phase		
a	Prepare Bid Package	
b	Respond to Bid Questions	
c	Pre-Bid Meeting	
d	Bid Tab/Evaluation/Recommendation	
	Subtotal	\$ 12,730
Total Design and Bidding Phases		\$ 65,140

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.



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Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE