



*Office of the City Manager*

TO: Mayor Dana S. Hilliard and City Council Members  
FROM: Robert M. Belmore, City Manager  
DATE: Friday, April 1, 2022  
SUBJECT: City Manager's Report for Monday, April 4, 2022 City Council Meeting

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*6:00 p.m. City Manager & School Superintendent Present FY 2023 Proposed Budget*

*6:30 p.m. Council Workshop with Senator David Watters  
Re: State Legislation*

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*Lay on the Table (under Section 13 of Agenda)*

Ordinance

A. Ordinance No. 9-22: Fiscal Year 2022-2023 Budget.

*Unfinished Business (under Section 14 of Agenda)*

Resolution

- A. Resolution No. 29-22: To Amend Council Rules and Regulations Section 7, Order of Business. Mayor Hilliard has referred this Resolution to the Government Operations Committee. The Committee has scheduled a meeting for this coming Wednesday, April 6<sup>th</sup>.
- B. Resolution No. 30-22: To Reaffirm the City of Somersworth Nonpartisan Election. Again, the Government Operations Committee met on March 3<sup>rd</sup> and recommended to forward this Resolution to the full Council for consideration.

*New Business (under Section 15 of Agenda)*

Resolution

- A. Resolution No. 31-22: To Authorize the City Manager to Execute a Contract Amendment Requested by Waste Management Of New Hampshire, Inc. for Collection and Disposal of Municipal Solid Waste, Municipal Recycling, and Wastewater Treatment Sludge. The Finance Committee met on March 21<sup>st</sup> and voted to recommend this action. Attached is a Memorandum from Finance Director Scott Smith with the cost breakdown of this Contract Amendment, and a copy of the proposed Amendments.

- B. Resolution No. 32-22: To Authorize the City Manager to Accept and Execute a Modified Grant Agreement Increasing Grant Funds with the New Hampshire Department of Environmental Services for the Cleanup Grant Award for the Former Somersworth Police Station Located at 5 Main Street.** Attached is a letter from NH Department of Environmental Services (NHDES), Michael McCluskey, stating that the NHDES intends to amend the Grant by increasing the amount from \$97,450 to \$149,895. The Grant funding covers both the consultant's contract (Credere Associates) and the contracted work to complete the clean-up work.
- C. Resolution No. 33-22: To Authorize the City Manager to Contract with Wickson Construction NH, LLC of Rye, NH for the Replacement of a Culvert on Rocky Hill Road.** The City received two (2) bids for this Culvert Replacement. The Finance Committee met on March 21<sup>st</sup> and voted to support Staff's recommendation to move forward with Wickson Construction, the lowest bid received. Attached is a Memorandum from Public Works Director Mike Bobinsky explaining Staff's recommendation.
- D. Resolution No. 34-22: To Authorize the City Manager to Contract with EnviroVantage of Epping, NH for the Abatement and Removal of Asbestos, PCBS, and a Fuel Oil Tank at the Former Somersworth Police Station Located at 5 Main Street.** Attached is a copy of their bid. The Grant funds will allow us to complete the base bids and all the optional bids. Eleven (11) companies were invited to bid. The City received two (2) bids, EnviroVantage being the low bid.

*City Manager's Items (under section 11 of Agenda)*

**Informational Items**

- 1. Summersworth Historical Society.** Friday, April 8<sup>th</sup> the Historical Society will open it's doors from 9am – 3pm for Somersworth employees to visit the museum. I extended this offer to Superintendent Lane and her staff.

***Reminder***

**Special Meetings**

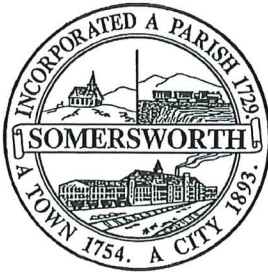
- **Saturday, April 9 at 8:30 a.m.** – Goal Setting Session
- **Monday, April 11 at 6:00 p.m.** – Special City Council Budget Meeting

**Workshops Prior to Regular Council Meetings**

- **Monday, May 2 at 6:30 p.m.** - Superfund Legal Counsel Mark Beliveau, Esquire and Gareth Orsmond, Esquire
- **Monday, May 16 at 6:00 p.m.** – National Guard Reuse Commission Report: SRPC Staff and Consultants via Zoom

**Attachments**

- 1. City Attorney Certifications Four (4)**



## MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Finance Director

Date: March 18, 2022

Re: **Waste Management Proposed Contract Amendment**  
**City Counter Offer – 3.5% 7/1/22 and 3.5% 7/1/23**

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Staff has evaluated the impact of Waste Management's (WM) request to increase collection and disposal costs an additional 7% over current amounts currently under contract. The following is the impact should the City be agreeable to WM request, but offers to phase it in over two years.

### Solid Waste Collection (Pay-Per-Bag program)

- The current estimated disposal cost for municipal solid waste in FY23 is \$496,237. The City would need to increase that estimate to \$510,246, an increase of \$14,009.
- As of July 1, 2023, the second phase of 3.5% increase, the rates would be very close to the same as the would be under WM request for a 7% increase effective 7/1/22.
- Phasing in the increase over two years will save the City approximately \$7,000 over the life of the contract.

### Recycling collection

- The increase in collection costs for recycling in year 1 if the City phases in the increase is \$5,295.
- Phasing in the increase over two years will save the City approximately \$4,900 over the life of the contract

### Wastewater Sludge Collection and Disposal

- WM request under the sludge agreement is to increase that rate an additional 5% over the scheduled 5% increase.
- If the City were to consider a one-time additional increase of 3.5%, the estimated cost for sludge disposal would be \$274,329. This is approximately \$4,000 less of an increase than if the City accepted an increase of 5%.

If you have any questions or need anything else, please let me know.

AMENDMENT FOUR  
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL  
&  
MUNICIPAL RECYCLING COLLECTION AND DISPOSAL  
BETWEEN  
WASTE MANAGEMENT OF NEW HAMPSHIRE INC.  
AND  
CITY OF SOMERSWORTH, NEW HAMPSHIRE

This Amendment Four, is made by and between Waste Management of New Hampshire, Inc. a corporation organized under the laws of the State of Connecticut (hereinafter referred to as the “Contractor”) and the City of Somersworth, organized under the laws of the State of New Hampshire (hereinafter referred to as the “City”) (collectively the “Parties”) and is effective July 1, 2022 (“Effective Date”).

WHEREAS, the Parties entered into the Agreement for Municipal Solid Waste Collection and Disposal & Municipal Recycling Collection and Disposal effective January 1, 2011 as amended in 2014 (“Amendment One”), 2015 (“Amendment Two”) and 2020 (“Amendment Three”) (“Agreement”); and

WHEREAS, the City and Contractor are seeking to amend the Agreement to revise the pricing for the remainder of the term under conditions acceptable to both parties; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises of the City and Contractor, as set forth herein, the City and Contractor do hereby covenant, promise and agree as follows:

1. Section 2 of Amendment 3, which provides for service collection fees is revised as follows:

Municipal Solid Waste

7/1/22 – 6/30/23 \$313,073.63 per year & \$80.03 per ton

7/1/23 – 6/30/24 \$333,752.13 per year & \$83.53 per ton

7/1/24 – 6/30/25 \$343,764.69 per year & \$87.53 per ton

Single Stream Recycling

7/1/22 – 6/30/23 \$156,535.14 per year & Processing

7/1/23 – 6/30/24 \$166,874.28 per year & Processing

7/1/24 – 6/30/25 \$171,880.50 per year & Processing

\*Processing fee will remain the same as outlined in Amendment Three.

All terms and conditions of the Agreement, except those expressly modified by this Amendment Four, remain in full force and effect.

IN Witness Whereof, the parties have caused this Agreement to be executed by their respective authorized officers or agents on the date set forth below.

City of Somersworth

Waste Management of  
New Hampshire Inc.

\_\_\_\_\_  
Mr. Robert M. Belmore  
City Manager

\_\_\_\_\_  
Mr. Chris DeSantis  
President

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

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

AMENDMENT ONE  
DEWATERED SLUDGE REMOVAL & DISPOSAL  
BETWEEN  
WASTE MANAGEMENT OF NEW HAMPSHIRE INC.  
AND  
CITY OF SOMERSWORTH, NEW HAMPSHIRE

This Amendment One, is made by and between Waste Management of New Hampshire, Inc. a corporation organized under the laws of the State of Connecticut (hereinafter referred to as the "Contractor") and the City of Somersworth, organized under the laws of the State of New Hampshire (hereinafter referred to as the "City") (collectively the "Parties") and is effective July 1, 2022 ("Effective Date").

WHEREAS, the Parties entered into the Agreement for Dewatered Sludge Removal & Disposal effective July 1, 2020; and

WHEREAS, the City and Contractor are seeking to amend the Agreement to revise the pricing for the remainder of the term under conditions acceptable to both parties; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises of the City and Contractor, as set forth herein, the City and Contractor do hereby covenant, promise and agree as follows:

1. Section 4 Fees and Billing, which provides for service collection fees is revised as follows:

WWTP Sludge

7/1/22 – 6/30/23 \$102.70 per ton & \$302.39 per haul

7/1/23 – 6/30/24 \$107.84 per ton & \$317.51 per haul

7/1/24 – 6/30/25 \$113.23 per ton & \$333.39 per haul

All terms and conditions of the Agreement, except those expressly modified by this Amendment One, remain in full force and effect.

IN Witness Whereof, the parties have caused this Agreement to be executed by their respective authorized officers or agents on the date set forth below.

City of Somersworth

Waste Management of  
New Hampshire Inc.

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Mr. Robert Belmore  
City Manager

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Chris DeSantis  
President

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

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





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Robert R. Scott, Commissioner**



EMAIL ONLY

March 22, 2022

Robert M. Belmore, City Manager  
 City of Somersworth  
 1 Government Way  
 Somersworth, NH 03878

Subject: Somersworth – Former Police Station, 5 Main Street  
 DES Site #201608063, Project #37198

Brownfields Revolving Loan Fund – Cleanup Grant

Dear Robert Belmore:

The New Hampshire Department of Environmental Services (NHDES) is pleased to inform the City of Somersworth of our intent to amend the previously awarded cleanup grant from New Hampshire's Brownfields Revolving Loan Fund (RLF) pursuant to a request from the City for additional funding. NHDES had previously awarded a \$97,450 cleanup grant to address hazardous building materials within the former Police Station located at 5 Main Street in Somersworth, New Hampshire. NHDES intends to amend the grant by increasing the grant amount from \$97,450 to \$149,895 in order to cover a funding gap resulting from contractor bids coming in well over the original project budget.

In order to award the additional subgrant funds we must enter into a Grant Agreement Amendment approved by the Governor and Executive Council (G&C). Enclosed is the proposed Grant Agreement Amendment. Please review this document carefully. If everything is satisfactory based on your review, please submit the following:

1. Original Grant Agreement Amendment, signed and notarized (attached);
2. Updated Original Certificate of Vote/Authority, signed and notarized; and
3. Updated Certificate of Insurance.

As soon as the required paperwork is received, NHDES will proceed with requesting G&C approval. Should you have any questions in the interim, please contact me at NHDES' Waste Management Division. We look forward to continuing our working relationship with the City of Somersworth on its efforts to cleanup and subsequently redevelop the former Police Station property.

Sincerely,

Waste  
 Management  
 Division

Digitally signed by Waste  
 Management Division  
 Date: 2022.03.22 16:34:45  
 -04'00'

Michael McCluskey, P.E., Brownfields Program  
 Hazardous Waste Remediation Bureau  
 Tel: (603) 271-2183  
 Email: [michael.g.mccluskey@des.nh.gov](mailto:michael.g.mccluskey@des.nh.gov)

Attn: Grant Agreement Amendment

ec: Amy Doherty, P.G., State Sites Supervisor, HWRB  
 Melinda Bubier, Brownfields Program, HWRB

**Grant Agreement with the City of Somersworth  
Brownfields Cleanup Revolving Loan Fund  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the City of Somersworth acting by and through the City Manager, Robert M. Belmore (hereinafter referred to as the Grantee).

**WHEREAS**, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on May 19, 2021, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

**WHEREAS**, The Grantee and the State have agreed to amend the Agreement in certain respects,

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
  - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$97,450 to \$149,895.
  - (B) The Grant Amount as set forth in the first paragraph of Exhibit B shall be changed from \$97,450 to \$149,895.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

City of Somersworth

By \_\_\_\_\_  
Robert M. Belmore, City Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, before the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_

My Commission Expires:

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: \_\_\_\_\_  
Robert R. Scott, Commissioner                      Date

Approved by Attorney General this \_\_\_\_ day of \_\_\_\_\_, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

\_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

The City of Somersworth intends to use the grant funds for the remediation of environmental contamination at the Former Police Station located at 5 Main Street in Somersworth, New Hampshire.

Grant funds will be used for the mitigation of hazardous building materials.

## **EXHIBIT B BUDGET AND PAYMENT METHOD**

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the City of Somersworth (the "Grantee") the sum of \$149,895 ("Grant Amount") to be used by Grantee only for cleanup-related activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

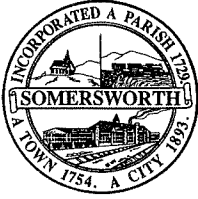
## **EXHIBIT C SPECIAL PROVISIONS**

### **1. Area Covered:**

1.1 The Grantee shall perform the Project on certain real property commonly referred to as the Former Police Station property located at 5 Main Street in Somersworth, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed recorded at the Strafford County Registry of Deeds on September 10, 2013 at book 4163, page 0691.

1.2 The Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

2. **Completion of Project:** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by December 31, 2022 (the "Completion Date").
3. **Environmental Report(s):** The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.
4. **Project Manager:** The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.
5. **Remedial Action Plan:** The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.
6. **Remedial Action Implementation Report:** The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.
7. **Event of Default:** In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:
  - a. The Grantee sells or transfers the Property prior to the Completion Date.
  - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.



## MEMORANDUM from Director Public Works & Utilities

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Date: March 31, 2022

To: Bob Belmore, City Manager  
Scott Smith, Deputy City Manager, Director of Finance

From: Michael J. Bobinsky, Director of Public Works and Utilities

Re: Rocky Hill Road Culvert Replacement- Wickson Construction

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### **Background:**

Bids were received for the Rocky Hill Road Culvert replacement on March 17, 2022. Two bids were received including Wickson Construction and JP Cardillos & Sons. Following review staff recommends selecting Wickson Construction. Their bid was responsive to the City specifications and was lowest bid.

Staff has completed a background investigation using references provided by Wickson Construction. Work history indicates that Wickson has served as a subcontractor to general contractors mostly working on military bases within the area and want to serve as general contractors on municipal projects. City Engineer Amber Hall spoke with three (3) references provided by the contractor and is summarized as follows:

1. KDE Building, Dave Heavener, Project Manager – Worked on a few projects together. Their experience was good, and noted they needed support with some administrative aspects of the military contracts. Wickson work included grading, drainage, water, sewer, gas, and electrical. The work was done well.
2. New Dominion, Brian Richards, Project Manager – Recommend 100%, estimates and schedules were on budget and on time. They have had recurring contracts for a few years. Work included steam and condensate lines, water, sewer, drainage, at Shipyard projects.
3. Kinsmen Corp, Gene Connor, President – “worked on many successful projects together and have enjoyed a good working relationship with Rick and his team. They are a well-qualified and skilled group and the City should have no reservations about working with them.”

Based on the background investigation, the fact that the contractor is responsive on the specification and is lowest bidder, I recommend we move forward with Wickson Construction. In addition, after review, I recommend including bid alternate # 1, (sewer main replacement) and bid alternate # 2. (concrete arch pipe) as part of the contract award.

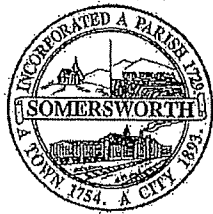
March 15, 2022

**BID**

**RFB #02172022  
ROCKY HILL CULVERT REPLACEMENT**



**SUBMITTED BY:  
WICKSON CONSTRUCTION NH, LLC**

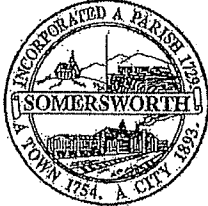


## REQUEST FOR BID

Request Bid Number: 02172022  
Type  
Title Rocky Hill Road Culvert Replacement  
Due Date March 17, 2022 at 2:00 PM

Item	Unit	Unit Price	Quantity	Total price
<u>1. Site Mobilization, Demobilization, Site Preparation, Erosion and Sediment Controls, Site Clean Up, &amp; Restoration</u>				
	LS	\$ 50,000.00	1	\$ 50,000.00
<u>2. Traffic Control</u>				
	LS	\$ 45,000.00	1	\$ 45,000.00
<u>3. Water Diversion</u>				
	LS	\$ 60,000.00	1	\$ 60,000.00
<u>4. Remove Existing Culvert and Wingwalls, Replacement with new Concrete Box Culvert and Wingwalls</u>				
	LS	\$ 162,000.00	1	\$ 162,000.00
<u>5. Crushed Gravel Base</u>				
	CY	\$ 86.00	20	\$ 1,720.00
<u>6. Crushed Gravel Subbase</u>				
	CY	\$ 86.00	50	\$ 4,300.00
<u>7. Bituminous Pavement - Binder</u>				
	Ton	\$ 285.00	20	\$ 5,700.00
<u>8. Bituminous Pavement - Wearing</u>				
	Ton	\$ 285.00	40	\$ 11,400.00
<u>9. Sewer Pipe Replacement</u>				
	LF	\$ 550.00	1	\$ 550.00
<u>10. 16-Inch Ductile Iron Water Main</u>				
	LF	\$ 1,550.00	35	\$ 54,250.00
<u>11. 16-Inch Valves</u>				
	EA	\$ 9,600.00	2	\$ 19,200.00
<u>12. Ledge Excavation</u>				
	CY	\$ 425.00	25	\$ 10,625.00



	REQUEST FOR BID		
	Request	Bid	Number: 02172022
	Type		
	Title	Rocky Hill Road Culvert Replacement	
	Due Date	March 17, 2022 at 2:00 PM	

13. 15-inch HDPE Storm Drain Pipe

LF	\$ 425.00	10	\$ 4,250.00
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TOTAL BASE BID (US DOLLARS) \$ 428,995.00  
(NUMERIC)

Four Hundred Twenty-Eight Thousand Nine Hundred Ninety-Five Dollars and 00/100 Cents  
(WRITTEN)

**Bid Alternate A**

Item	Unit	Unit Price	Quantity	Total price
<u>A. Sewer Pipe Replacement - ADD</u>				
	LS	\$ 8,000.00	1	\$ 8,000.00

**Bid Alternate B**

<u>B. Concrete Pipe Arch - DEDUCT</u>				
	LS	\$ (-50,000.00)	1	\$ (-50,000.00)



City of Somersworth  
Rocky Hill Road Culvert Replacement

Bid Tabulation

BASE BID ITEM NO.	DESCRIPTION	Bid Quantities		Engineer's Estimate		JP Cardillo & Sons LLC		Wickson Construction		Bid Averages	
		UNIT	ESTIMATE QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE Average	TOTAL COST Average
1	Site Mobilization, Demobilization, Site Preparation, Erosion and Sediment Controls, Site Cleanup & Restoration	LS	1	\$46,100.00	\$46,100.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00
2	Traffic Control	LS	1	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$32,500.00	\$32,500.00
3	Water Division	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
4	Remove Existing Culvert and Wingwalls, Replacement with new Concrete Box Culvert and Wingwalls	LS	1	\$147,800.00	\$147,800.00	\$250,000.00	\$250,000.00	\$162,000.00	\$162,000.00	\$206,000.00	\$206,000.00
5	Crushed Gravel Base	CY	20	\$1,000.00	\$1,000.00	\$30.00	\$600.00	\$86.00	\$1,720.00	\$58.00	\$1,160.00
6	Crushed Gravel Subbase	CY	50	\$2,500.00	\$2,500.00	\$30.00	\$1,500.00	\$86.00	\$4,300.00	\$58.00	\$2,900.00
7	Bituminous pavement - Binder	TN	20	\$2,500.00	\$2,500.00	\$500.00	\$10,000.00	\$285.00	\$5,700.00	\$392.50	\$7,850.00
8	Bituminous pavement - Wearing	TN	40	\$7,715.00	\$7,715.00	\$500.00	\$20,000.00	\$285.00	\$11,400.00	\$392.50	\$15,700.00
9	Sewer Pipe Replacement	LF	1	\$12,000.00	\$12,000.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$775.00	\$775.00
10	16-inch Ductile Iron Water Main	EA	35	\$23,000.00	\$23,000.00	\$35,000.00	\$35,000.00	\$1,550.00	\$54,250.00	\$1,275.00	\$44,625.00
11	16-inch Valves	CY	2	\$14,000.00	\$28,000.00	\$20,000.00	\$40,000.00	\$9,600.00	\$19,200.00	\$14,800.00	\$29,600.00
12	Ledge Excavation	LF	25	\$5,000.00	\$5,000.00	\$300.00	\$7,500.00	\$425.00	\$10,625.00	\$362.50	\$9,062.50
13	15-inch HDPE Storm Drain	LF	10	\$0.00	\$0.00	\$50.00	\$500.00	\$425.00	\$4,250.00	\$237.50	\$2,375.00
14	Material Escalation Allowance	LS	1	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
	Base Bid #1 Total Cost:			\$316,615.00	\$316,615.00		\$446,100.00		\$428,995.00		\$437,547.50
	Bid Alternate A - Sewer Pipe Replacement ADD	LS	1	\$11,000.00	\$11,000.00	\$22,000.00	\$22,000.00	\$8,000.00	\$8,000.00		
	Bid Alternate B - Concrete Pipe Arch DEDUCT	LS	1	(\$17,500.00)	(\$17,500.00)	(\$44,000.00)	(\$44,000.00)	(\$50,000.00)	(\$50,000.00)		
	Total Cost:			\$310,115.00	\$310,115.00		\$424,100.00		\$386,995.00		
							YES YES YES BID BOND		NO YES YES BID BOND		

Acknowledged of ALL Addendums  
Do written unit bids match the numerical written bid  
Are the totals numerically correct  
Submitted Bid Bond or Certified Check  
☐ Bid form does not match quantity/price listed in bid

BID ITEM #	DESIGN DRAWING NUMBER	DESCRIPTION, AND UNIT PRICE (in words)	UNIT OF MEASURE	QUANTITY	UNIT PRICE (in figures)	TOTAL (in figures)
<b>Base Bid 1</b> Asbestos abatement by removal of all specified asbestos-containing materials within/on the Site buildings including the top six inches of soil presumed to contain asbestos in the UST containment	Attachment 3	Complete abatement by removal of all specified asbestos-containing material, including the top six inches of soil presumed to contain asbestos in the UST containment as described in these Contract Documents and Specifications, At Forty Nine Thousand Four Hundred and no/100 Dollars per Unit.	Lump Sum	1	\$49,400.00	\$49,400.00
<b>Base Bid 2</b> Interior removal and disposal of lead and PCB painted plaster and drywall, including removal of all universal/other regulated wastes prior to interior building demolition	Attachment 3	Complete demolition, removal, and disposal of contaminant-impacted interior building components as described in these Contract Documents and Specifications, At Thirty Five Thousand Nine Hundred and Fifty and no/100 Dollars per Unit.	Lump Sum	1	\$35,950.00	\$35,950.00
<b>OPTIONAL Bid 3</b> Asbestos abatement by removal of all asbestos-containing mastics and mastic-covered subflooring	Attachment 3	Complete abatement by removal of all asbestos-containing mastics and mastic-covered subflooring, as described in these Contract Documents and Specifications, At Seventeen Thousand Three Hundred and Fifty and no/100 Dollars per Unit.	Lump Sum	1	\$17,350.00	\$17,350.00
<b>OPTIONAL Bid 4</b> UST removal and potential contaminated soil removal from UST containment; and PCB-painted brick and mortar containment removal, including all other loose painted bricks throughout the basement	NA	Removal and disposal of UST and its contents; complete removal and disposal of approximately 7 cubic yards of potential TPH-and/or PAH-impacted soil from UST containment; and complete removal and disposal of PCB-painted brick and mortar containment, including all other loose painted bricks throughout the basement, as described in these Contract Documents and Specifications, At Fourteen Thousand Two Hundred and no/100 Dollars per Unit.	Lump Sum	1	\$14,200.00	\$14,200.00

BID ITEM #	DESIGN DRAWING NUMBER	DESCRIPTION, AND UNIT PRICE (in words)	UNIT OF MEASURE	QUANTITY	UNIT PRICE (in figures)	TOTAL (in figures)
OPTIONAL Bid 5 Stabilize deteriorated PCB- containing paint from structural brick wall in basement and other smaller deteriorated areas throughout the basement, and from concrete masonry units in jail cell area on first floor	NA	Stabilize deteriorated PCB-containing paint on structural brick wall in basement and other smaller deteriorated areas throughout the basement, and from concrete masonry units in jail cell area on first floor as described in these Contract Documents and Specifications, At Six Thousand Nine Hundred and Ninety Five and no/100 _____ _____ Dollars per Unit.	Lump Sum	1	\$6,995.00	\$6,995.00

PLEASE SUBMIT A LIST OF LIKELY SUBCONTRACTORS AND THEIR ROLES WITH THIS BID, INCLUDING ANY  
LOCAL CONTRACTORS TO BE USED AND THEIR LOCATION OF BUSINESS

11. Work Incidental to the Contract: The following work is required but is considered incidental to the Contract and shall be included in the pertinent bid items Bid:
  - a. Compliance with the Contract Documents
  - b. Compliance with the Davis Bacon Act
  - c. Development of Project Plans, Scope and Sequence of Work, Project Schedule, and Schedule of Values
  - d. Project Meetings, Communications, Management, and Administration
  - e. Mobilization/Demobilization
  - f. Temporary Facilities (as needed)
  - g. Traffic Control
  - h. Environmental Protection
  - i. Submittals
  - j. Clean Up
  - k. Project Closeout
12. The Contract will be awarded by the Owner/Environmental Professional **to the lowest responsive bidder** for each category of bid items (e.g., asbestos abatement, interior demolition, UST/soil removal, PCB wall paint). Owner reserves the right to not accept any of the optional bid items.
13. Owner reserves the right to accept or reject any or all Bids if determined to be in their best interest.
14. Owner will strongly consider local Bidders, and the Bidders use of local subcontractors as being in the interests of the Owner and Environmental Professional.
15. Communications concerning this Bid shall be addressed in writing to:

CONTRACTOR CONTACT

Name	EnviroVantage
Business address	629 Calef Highway
	Epping, NH 03042
Phone Number	1-800-640-5323

Questions regarding the terms used in this Bid shall be directed in writing to the Environmental Professional.

ENVIRONMENTAL PROFESSIONAL CONTACT

Name	Judd Newcomb, LG, PG, Senior Project Manager
Business address	Credere Associates
	776 Main Street
	Westbrook, Maine
Email	<a href="mailto:jnewcomb@crederellc.com">jnewcomb@crederellc.com</a>
Phone	207-232-5387

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25 BEACON STREET EAST  
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WALTER L. MITCHELL  
LAURA A. SPECTOR-MORGAN  
NAOMI N. BUTTERFIELD  
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

March 29, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 31-22

Title: **TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT  
AMENDMENT REQUESTED BY WASTE MANAGEMENT OF  
NEW HAMPSHIRE, INC. FOR COLLECTION AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, MUNICIPAL RECYCLING, AND  
WASTEWATER TREATMENT SLUDGE**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

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

3/29/22

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

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



**MITCHELL MUNICIPAL GROUP, P.A.**

ATTORNEYS AT LAW  
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LAURA A. SPECTOR-MORGAN  
NAOMI N. BUTTERFIELD  
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

March 29, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 32-22

Title: **TO AUTHORIZE THE CITY MANAGER TO ACCEPT AND EXECUTE  
THE MODIFIED GRANT AGREEMENT INCREASING GRANT FUNDS  
WITH THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL  
SERVICES FOR THE CLEANUP GRANT AWARD FOR THE FORMER  
SOMERSWORTH POLICE STATION LOCATED AT 5 MAIN STREET**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

Date: 3/29/22

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

By: 



**MITCHELL MUNICIPAL GROUP, P.A.**

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March 29, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 33-22

Title: **TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH WICKSON  
CONSTRUCTION NH, LLC OF RYE, NH FOR THE REPLACEMENT  
OF A CULVERT ON ROCKY HILL ROAD**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

Date: 3/29/22

By: 

**MITCHELL MUNICIPAL GROUP, P.A.**

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March 29, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 34-22

Title: **TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH  
ENVIROVANTAGE OF EPPING, NH FOR THE ABATEMENT  
AND REMOVAL OF ASBESTOS, PCBS, AND A FUEL OIL TANK AT  
THE FORMER SOMERSWORTH POLICE STATION LOCATED  
AT 5 MAIN STREET**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

Date: 3/29/22

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

By: 