


Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Thursday, February 27, 2020
SUBJECT: City Manager's Report for Monday, March 2, 2020
City Council Agenda

6:30 pm: City Council Workshop

Re: Somersworth Housing Authority (SHA), Executive Director Debbie Evans will update the Council on the SHA upcoming Rental Assistance Demonstration (RAD) Project.

Old Business (Under Section 14 of Agenda)

Resolutions

- A. Resolution No. 31-20: Vote to Forgive Two Notes and Release Two Mortgages and Security Agreements from Queensbury Mill Limited Partnership.** Again, The Finance Committee met on January 29th and voted to support this action. My recommendation is based on three key factors:
1. The CDBG Project was successfully completed within the Grant parameters.
 2. The State of NH is satisfied with the project's completion.
 3. The City would not benefit in acting as a collection agency for the State, as any funds collected would need to be sent to them.
- B. Resolution No. 32-20: Vote to Authorize the City Manager to Apply for a Grant with the United States Department of Justice Cops Hiring Program to Add Two Additional Police Officers.** Again, the Finance Committee met on January 29th and Public Safety met on February 12th, both Committees voted to support this Resolution to apply for this Grant. This Grant, if received, will pay for 75% of the salaries and benefits of officers, with the City covering the remaining 25%. Please note that the grant provides a maximum amount of \$125,000 per position, and the City will be required to fund the positions for one full year after the 3-year grant period.

New Business (Under Section 15 of Agenda)

Ordinances

- A. Ordinance No. 16-20: Supplemental Appropriation to Construct a Veterans Memorial and Associated Improvements at Stein Park.** The Finance Committee met on February 18th and voted to approve this Supplemental Appropriation. City Staff recommended a total cost estimate for the Veterans Memorial project, including sidewalk and fencing at \$235,000. We are accepting bids on March 5th, once we receive the bids, I can offer an amendment to this amount if needed. Attached are copies of documents that outline various cost components for this project.

Resolutions

- A. Resolution No. 33-20: To Authorize the City Manager to Contract with Emery and Garrett Groundwater Investigations of Meredith, NH to Provide an Assessment of the Rocky Hill Road Wellfield.** The Public Works Committee and the Finance Committee met on February 18th and accepted Staff's recommendations to award the Contract to Emery and Garrett. We did receive seven responses and City Staff interviewed four of them. Attached is a memorandum from City Engineer Gary Lemay regarding this recommendation.
- B. Resolution No. 34-20: To Authorize the City Manager to Contract with Wright-Pierce Engineers of Portsmouth, NH to Provide a Water Storage Assessment, Water Tank Condition Assessment of the Hamilton Street Water Tank, and a Distribution System Master Plan Update.** The Public Works Committee and the Finance Committee met on February 18th and voted to move forward with City Staff's recommendation to Contract with Wright-Pierce Engineers of Portsmouth, NH. There were three firms who responded; Wright-Pierce, Tata and Howard, and Weston and Sampson. The interview team which consisted of City Manager, Deputy City Manager, Public Works Director, Chief Water Treatment Operator and City Engineer. During a second interview Wright-Pierce Engineers noted that the City may be eligible for a \$20,000 drinking water asset management grant if several asset management-specific tasks were added. After adding the management specific tasks totaling \$11,000 to the project and with the \$20,000 grant that the City was awarded, it would reduce the total cost of the project by \$9,000. Making the total cost for the project \$54,700 minus the acceptance of the \$20,000 grant making the total cost to the City \$34,700, which is less than the \$100,000 adopted budget for this assessment.
- C. Resolution No. 35-20: To Authorize the City Manager to Enter Into a Five-Year Contract Amendment (7/1/2020 – 6/30/2025) with Waste Management of New Hampshire, Inc. for Collection and Disposal of Municipal Solid Waste, Municipal Recycling, and Wastewater Treatment Sludge Disposal.** The Finance Committee and Public Works & Environment Committee both met on February 18th regarding these 5-year Contract extensions. Both Committees accepted Staff's recommendation to approve these Contract extensions. Attached are copies of the proposed Contracts / Agreements as well as other information provided by Waste Management's representative, Pete Lachapelle.
- D. Resolution No. 36-20: To Authorize the City Manager to Contract with Apex Construction of Somersworth, NH for the Construction of Wastewater Treatment Facility Upgrades.** Attached is a memorandum from Wright-Pierce Engineers regarding their review of the three (3) bids that were received. Wright-Pierce recommends Apex and City Staff concurs.
- E. Resolution No. 37-20: To Authorize the City Manager to Sign a Contract With Wright-Pierce Engineers of Portsmouth, NH to Provide Resident Inspection and Contract Administration Services Associated with the Construction of the Upgrades at the Wastewater Treatment Facility.** Attached is a copy of the proposed Contract.

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

A. Informational Items.

- 1. Congestion Mitigation & Air Quality (CMAQ) Program Grant.** Attached is the official notification from the NH DOT that we can launch our Engineering Study with Sebago Technics for our High Street Corridor Signalization Project. I will move forward in signing our Agreement with Sebago Technics.
- 2. Fire Department (CIP) Ford Pick-up Purchase.** This year we have purchased a new 1-Ton Pick-up replacement purchase for the Fire Department. The original plan was to sell the old vehicle. Without objection from the City Council, I will be authorizing its re-use by the Public Works Department. The original thought was to have the Recreation Division's pick-up slide over to Public Works, however the Recreation Supervisor utilizes it for programs, and it is also used by our City Engineer and part-time Electrical Inspector. Public Works staff will be using it for City Parks maintenance and other tasks.
- 3. Emergency Management Director.** I have officially appointed our new Fire Chief, George D. Kramlinger as our City's Emergency Management Director. Thank you Chief Kramlinger for taking on these additional responsibilities.

Friendly Reminder Upcoming City Council Meetings & Workshops.

- **Monday, March 16**
 - 5:30 pm: State of the City Address
 - 7:00 pm: City Council Meeting
- **Saturday, March 28**
 - 8:30 am: City Council Team Building Session
- **Saturday, April 4**
 - 8:30 am: City Council Budget Workshop – Non-Profits & City Departments
- **Monday, April 6**
 - 6:00 pm: City Manager Presents Budget
 - 7:00 pm: Budget Public Hearing and City Council Meeting

Attachments

- 1. City Attorney Certifications Six (6)**

2. The Consent Calendar shall be voted upon as one item unless an item is removed prior to voting. The Presiding Officer shall inquire and any Council Member may request that an item be removed prior to the voting.
3. Removed items will be addressed individually immediately following voting upon the Consent Calendar. All items remaining on the Consent Calendar will be collectively approved by a vote of the Council.

3. Temporary Chairman

In the case of the absence of both the Mayor and Acting Mayor, the Clerk shall call the Council to order and call the roll of members. If a quorum is found to be present, the Council shall choose one of its members to act as chair by a plurality of votes until the Mayor or Acting Mayor appears.

4. City Clerk

- A. The City Clerk shall be ex-officio Clerk of the Council and shall keep minutes of the meeting, record the membership present and perform such other and further duties as may be ordered by the presiding officer or Council. The Clerk shall also record the names of members coming in after the calling of the roll. The City Clerk shall keep electronic recordings of all regular meetings of the City Council and other such special meetings as may be directed by the presiding officer or Council. The electronic recordings shall be kept on file for five (5) years after the date of each meeting. Within seven calendar days of each meeting, the City Clerk shall provide each Council member, the Mayor, and the City Manager with a copy of the minutes of the previous regular, special or nonpublic meeting. In the absence of the City Clerk, the City Manager shall appoint an Acting Clerk to perform the duties of the clerk during such absence.
- B. The City Clerk shall post public notices of meetings, whether they be regular Council meetings, special Council meetings, regular Standing Committee meetings or Special Committee meetings. The notices shall be posted in two public places, and on Channel 22 and the City's web page.

5. City Solicitor

The City Solicitor shall be available to attend all regular and special meetings if requested by the City Manager. In the event the City Solicitor is unable to attend any such meeting, the City Solicitor shall promptly notify the City Manager who may appoint a temporary City Solicitor to attend such meeting.

Any member of the City Council may at any time call upon the City Solicitor for an oral or written opinion to decide any question of law or parliamentary procedure. Upon a written request of three (3) City Councilors, the City Manager shall direct the City Solicitor to attend any regular or special meeting provided the request is filed with the City Clerk by noon three working days preceding the day on which the Council meets. The City Clerk shall immediately notify the City Manager of the request. By a vote of

Debbie EVANS
SHA EXECUTIVE DIRECTOR
MARCH 2, 2020

WHAT IS THE RENTAL DEMONSTRATION PROGRAM (RAD)?

According to a 2011 HUD analysis, it would take about \$26 billion to repair public housing developments that provide shelter for over two million residents. Meanwhile, the federal budget for housing assistance fell by over six percent or \$2.5 billion between 2010 and 2012. Given inflation, little financial improvement is expected in the near future.

At the same time, other HUD affordable housing programs were expiring that assisted families in privately owned properties with HUD-insured mortgages. When the contracts end, assisted families are eligible to receive tenant protection vouchers to remain the property or move. Since most of the properties are 20 to 40 years old, renovation and repairs are essential.

To deal with these crises, HUD launched the Rental Assistance Demonstration program, better known as RAD.

RAD is intended to assess the effectiveness of converting public housing to long-term, project-based rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing
- Standardize the administration of the plethora of federally subsidized housing programs and rules; The conversions are intended to promote operating efficiency by using a project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations; Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities

A PHA or a current moderate rehabilitation property owner must submit an application to HUD. To be eligible, the PHA must be classified as a Standard or High Performer under the Public Housing Assessment System (PHAS) or Section 8 Management Assessment Program (SEMAP). SHA has selected Project-Based Vouchers (PBVs) in its application. HUD's Office of Public and Indian Housing (PIH) will administer the PBV component.

Thus far, RAD has proved successful in raising private capital. PHAs and their partners have cleared a major milestone – they have crossed over 94,000 units and raised a total of \$5.4 billion to rehabilitate and, in some cases, replace affordable properties from the ground up with new construction.

WHAT IS THE PBV PROGRAM?

In 1998, Congress authorized a provision to the Section 8 voucher program allowing PHAs to project-base a portion of their authorized units and created the Project-Based Voucher (PBV) Program. The standard PBV program is a discretionary component of a PHA's Housing Choice Voucher (HCV) Program. Under the standard PBV program, a housing authority's voucher program is comprised of two components: tenant-based Housing Choice Vouchers (HCVs) and Project-Based Vouchers (PBVs). HUD does not allocate any additional funding to the PHA for standard PBV. Instead, funding for standard PBV comes from funds already obligated by HUD to a PHA under its HCV Annual Contributions Contract (ACC). RAD PBV contract terms are 15 – 20 years and have mandatory contract renewals.

The PHA administers the program by entering into a HAP contract with a project owner by attaching rental assistance to specific housing units in properties that are determined to be decent, safe, and sanitary according to HUD's Housing Quality Standards (HQS). The PHA establishes an initial contract rent amount. The units may be newly constructed units, rehabilitated units, or units in an existing property. The PHA has chosen to select all 169 family/elderly units in its portfolio to convert to RAD PBV. Same people, same buildings, same mission...

WHAT IS THE PUBLIC HOUSING AUTHORITY (PHA) ROLE?

HUD contracts with public housing authorities to administer the housing choice voucher and public housing programs. The PHA has responsibility for day-to-day oversight of program performance and compliance. The PHA establishes local policies, must comply with federal, state and local laws as well as HUD regulations, and must affirmatively further fair housing. HUD provides funds to each PHA for these programs under the terms of an Annual Contribution Contract (ACC).

Under RAD PBV, the PHA typically plays a dual role: that of contract administrator and that of management agent. The HAP contract is administered by the PHA since HUD has entered into a voucher ACC with the PHA. As the contract administrator, the PHA is responsible for executing, managing, monitoring, renewing and terminating the RAD PBV contract as well as for making payments due under the contract and performing the typical functions of the PHA such as determining eligibility and level of assistance.

The PHA has the option to continue to own the project under the auspices of the PHA or may transfer ownership to any related non-profit affiliate, instrumentality, or other identity-of-interest non-profit of the PHA. The PHA may also transfer the ownership to any other non-profit or public body. Because the project also includes tax credits, it will be owned by a for-profit entity for the purpose of allowing investor capital to come into the project for

rehabilitation of the properties. In that case, the PHA through a related entity remains in control of the project. Same people, same buildings, same mission ...

The Somersworth Housing Authority has received a commitment (CHAP) from HUD to participate in the Rental Assistance Demonstration which adheres to our mission of providing safe, clean, independent and affordable housing to eligible families, elderly and persons with disabilities without discrimination. The 3 existing properties to be converted to PBV's are 56-unit family with a mix of 1,2,3 and 4 bedroom units at Bartlett Ave/Verona Street; 64 unit elderly/disabled with a mix of 1 and 2 bedroom units at Fillon Terrace (75 Washington St) and 49 elderly/disabled all 1 bedroom units at Charpentier Apartments (28 Franklin St). The total project of 169 units is proposed to convert from public housing to affordable housing using HUD RAD program and the LIHTC program with 4% Tax Exempt Bonds. The general scope of work affecting the physical systems, buildings and units, could be boilers, roofs, insulation siding, electrical panels, smoke/co detectors, landscaping, kitchens, baths, flooring, etc. based on the Capital Needs Assessment currently in progress.

WHAT IS THE SHA'S RAD IMPLEMENTATION PLAN?

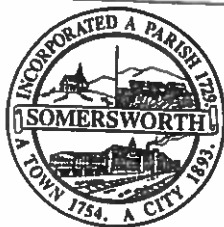
Renovations: Expected renovations might require the resident to re-locate into an "on-site hotel" unit while rehab occurs in the initial unit. Upon completion, residents will be moved back into the original rehabbed unit. All relocation costs will be incurred with SHA relocation funds.

Rents: Most residents will not have a rent increase as a result of a RAD conversion. However, if they are paying a flat rent in public housing, they will most likely have to pay more in rent over time. If their rent changes by more than 10% and requires them to pay more than \$25 per month in additional rent, their new rent will be phased in. If the increase in their rent is less than 10% or \$25 per month, the change in rent will be effective immediately.

We realize the RAD conversion will cause resident anxiety throughout the development and we will strive to be as accommodating as possible. Two Resident Meetings have occurred to explain and update residents of the process and to alleviate any misconceptions. Continuing to meet regularly should help the process move more smoothly.

We are looking forward to the ultimate end goal being long term financially stable properties to continue to serve the community and its affordable housing needs.

Same people, same buildings, same mission



City of Somersworth – Resolution

Resolution No: 31-20

VOTE TO FORGIVE TWO NOTES AND RELEASE TWO MORTGAGES AND SECURITY AGREEMENTS FROM QUEENSBURY MILL LIMITED PARTNERSHIP

February 18, 2020

WHEREAS, the Somersworth City Council adopted Resolution 28-95 on July 17, 1995 accepting conditions for the Queensbury Mill Congregate Housing Services Program under the Community Development Block Program (CDBG) by the City of Somersworth, and

WHEREAS, as part of this project, the City Council authorized the City Manager to enter into a contract with the Somersworth Housing Authority for the administration and supervision of the project, and

WHEREAS, the City of Somersworth, using the CDBG program, authorized the sub-granting of up to \$456,590 to the Queensbury Mill Limited Partnership with an additional \$31,150 designated as reimbursement for administrative expenses to the Somersworth Housing Authority, and

WHEREAS, to ensure performance of the CDBG obligations, the City entered into two (2) Notes and two (2) Mortgages and Security Agreements with the Queensbury Mill Limited Partnership, one for \$307,000, and one for \$87,000, both executed on September 11, 1996, and

WHEREAS, the Mortgage and Security Agreements become payable in 360 equal monthly payments beginning August 26, 2026 provided the Queensbury Mill Limited Partnership does not default on any of the Grant Agreements between the City and the NH Office of State Planning, and

WHEREAS, the Queensbury Mill Limited Partnership has met the obligations of the Grant Agreements and the Mortgage and Security Agreements are no longer required to ensure compliance with the Grant Agreements, and

WHEREAS, should the City enforce repayment under the Agreements it provides no benefit to the City as such payments would be required to be submitted to the State of New Hampshire,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT that the City Manager is authorized to sign any and all legal documents required to release and forgive the Queensbury Mill Limited Partnership from their obligations under the two (2) Notes and two (2) Mortgages and Security Agreements entered into with the City of Somersworth, and furthermore the City Manager is authorized to take any other action relative to this approval determined to be in the best interest of the City.

Authorization

Sponsored by Councilors:

David A. Witham

Donald Austin

Martin Pepin

Approved:

City Attorney

City of Somersworth – Resolution 31-20

History

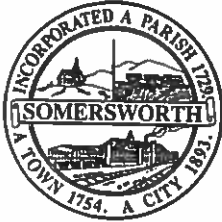
First Read Date:	02/18/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	03/02/2020		

Discussion

On February 18, 2020, *Councilor Witham, seconded by Councilor Dumont, made a motion to waive Council Rules to allow Resolution 31-30 to be read by title only. The motion passed, 8-0.*

Resolution 31-20 will remain in first read until the March 2, 2020 City Council Meeting.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 31-20		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 32-20

**VOTE TO AUTHORIZE THE CITY MANAGER TO APPLY
FOR A GRANT WITH THE UNITED STATES DEPARTMENT
OF JUSTICE COPS HIRING PROGRAM TO ADD TWO
ADDITIONAL POLICE OFFICERS**

February 18, 2020

WHEREAS, the City Council would like to increase the number of police officers to improve the efficiency of the Police Department and continue to provide quality service throughout the City, and

WHEREAS, City staff has received notification that a new series of grants are available through the United States Department of Justice COPS hiring program that provides a 75% match with a maximum amount of up to \$125,000 per officer over a three year period; and

WHEREAS, if the City accepts a grant for additional police officers it must maintain these positions for one full year after the grant period,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to apply for a grant with the United States Department of Justice COPS Program to add two additional police officers, and take any and all other such actions on relative to this grant determined to be in the best interest of the City.

Authorization

Sponsored by Councilors:

David A. Witham
Martin Pepin
Donald Austin
Kenneth S. Vincent
Nancie Cameron
Crystal Paradis

Approved:

City Attorney

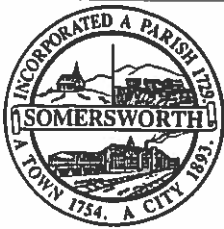
City of Somersworth – Resolution 32-20

History

First Read Date:	02/18/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	03/02/2020		

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 32-20		PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: 16-20

SUPPLEMENTAL APPROPRIATION TO CONSTRUCT A VETERANS MEMORIAL AND ASSOCIATED IMPROVEMENTS AT STEIN PARK

March 2, 2020

THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(A) of the City Charter:

The annual budget for the City of Somersworth for Fiscal Year 19-20 is amended as follows:

Appropriate \$235,000 from unanticipated City revenue to the Capital Outlay section of the FY19-20 General Fund budget as follows:

Original Budget
\$ 157,913

Amendment
\$ 235,000

Revised Budget
\$ 392,913

Approved as to Funding:

Scott A. Smith
Director of Finance and Administration

Recorded by:

Trish Harris
City Clerk

Background:

This Ordinance appropriates funding to construct a new Veterans Memorial and associated improvements to include a new sidewalk at Stein Park. The City will be receiving bids for this project on March 5, 2020. The funding for this project is provided by a combination of donations received and unanticipated/unrestricted State aid provided in Fiscal Year 19-20.

This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7 (A) of the City Charter.

Authorization

Sponsored by Councilors:

David A. Witham
Martin P. Dumont, Sr.
Donald Austin
Martin Pepin
Richard R. Michaud
Matt Gerding

Approved:

City Attorney

City of Somersworth – Ordinance 16-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Ordinance 16-20		PASSED	FAILED



November 26, 2019

Meeting Agenda

Somersworth Veterans Memorial at Stein Park

Technical Review

1. Schedule updates
2. Site Plan
3. Specifications
4. Structural Design
5. Outstanding questions:
 - Main Street Construction Coordination with Wright Pierce
 - Construction Staging/Stockpile
 - Donations and fundraising (bricks and engraving)

Veterans Memorial
Somersworth, NH

PRELIMINARY ESTIMATE OF PROBABLE MEMORIAL COSTS

15-Nov-19



55 Main St. Newmarket, New Hampshire 03857
206 Chanders Wharf, Portland, Maine 04107
603.772.0590 | www.Ironwood.com

SUMMARY

I. DESIGN AND ENGINEERING FEES	\$6,000
II. MOBILIZATION AND SITE PREPARATION	\$10,500
III. MEMORIAL ELEMENTS	\$50,225
IV. LIGHTING/ELECTRICAL/PLUMBING	\$10,725
V. HARDSCAPE	\$42,625
VI. SITE FURNISHINGS	\$4,400
VII. LANDSCAPING	\$14,648
SUBTOTAL	<u>\$139,123</u>
10% CONTINGENCY	<u>\$13,912</u>
TOTAL	<u>\$153,035</u>

DETAILED ESTIMATE

ELEMENT	ANNOI	QUANTITY	UNIT	UNIT COST	TOTAL	REMARKS
I. DESIGN AND ENGINEERING FEES						
A. CONSTRUCTION PHASE SERVICES		1	ls @	\$6,000.00 /ls=	\$6,000	
SITE PREPARATION TOTAL					<u>\$6,000</u>	
II. MOBILIZATION AND SITE PREPARATION						
A. MOBILIZATION		1	ls @	\$2,500.00 /ls=	\$2,500	
B. SITE DEMOLITION, TREE REMOVAL, ROUGH GRADING, EROSION CONTROL		1	ls @	\$8,000.00 /ls=	\$8,000	
SITE PREPARATION TOTAL					<u>\$10,500</u>	
III. MEMORIAL ELEMENTS						
A. ENGRAVED GRANITE MONUMENT		5	ea @	\$4,200.00 /ea=	\$21,000	COMPLETE IN PLACE
B. FLAG POLES WITH FLAGS AND INTEGRAL LIGHTING		3	ea @	\$3,200.00 /ea=	\$9,600	COMPLETE IN PLACE
C. REMOVE AND RESET GRANITE MONUMENT		1	ea @	\$1,500.00 /ea=	\$1,500	COMPLETE IN PLACE
D. REMOVE AND RESET STEIN PARK DEDICATION STONE		1	ea @	\$1,000.00 /ea=	\$1,000	COMPLETE IN PLACE
E. RADIAL GRANITE BENCH, ENGRAVED		25	lf @	\$685.00 /lf=	\$17,125	COMPLETE IN PLACE
SITE UTILITIES TOTAL					<u>\$50,225</u>	
IV. LIGHTING/ELECTRICAL/PLUMBING						
A. IN-GROUND LIGHTING AT BASE OF EACH MONUMENT		5	ea @	\$925.00 /ea=	\$4,625	COMPLETE IN PLACE
B. POWER PEDESTAL WITH LOCKABLE GFCI RECEPTACLE		1	ea @	\$850.00 /ea=	\$850	COMPLETE IN PLACE
C. IRRIGATION AT LAWN AREA		2,400	sf @	\$2.00 /sf=	\$4,800	COMPLETE IN PLACE
C. QUICK COUPLING VALVE AT PLANT BED		1	ea @	\$450.00 /ea=	\$450	COMPLETE IN PLACE
SITE UTILITIES TOTAL					<u>\$10,725</u>	

V. HARDSCAPE

A. CLAY BRICK PAVERS ON ASPHALT BASE	1,150	sf @	\$18.00 /sf=	\$20,700	COMPLETE IN PLACE
B. GRANITE ACCENT PAVING	1	ls @	\$4,120.00 /ls=	\$4,120	COMPLETE IN PLACE
C. GRANITE CENTER STONE WITH GRANITE BORDER	1	ls @	\$2,400.00 /ls=	\$2,400	COMPLETE IN PLACE
D. REINFORCED CONCRETE PATHWAY THROUGH PARK	110	sy @	\$100.00 /sy=	\$11,000	COMPLETE IN PLACE
E. GRANITE CURB	59	lf @	\$45.00 /lf=	\$2,655	COMPLETE IN PLACE
F. GRANITE COBBLE PAVING	50	sf @	\$35.00 /sf=	\$1,750	COMPLETE IN PLACE
SITE FURNISHINGS TOTAL				\$42,625	

VI. SITE FURNISHINGS

A. STANDARD 6' BENCHES WITH DONOR PLAQUE	2	ea @	\$2,200.00 /ea=	\$4,400	COMPLETE IN PLACE
SITE FURNISHINGS TOTAL				\$4,400	

VII. LANDSCAPING

A. TREES	3	ea @	\$800.00 /ea=	\$2,400	COMPLETE IN PLACE
B. PLANT BEDS BEHIND MONUMENTS (1600 SF)	60	cy @	\$42.00 /cy	\$2,520	COMPLETE IN PLACE
1. PLANTING SOIL (12")	54	ea @	\$22.00 /ea=	\$1,188	COMPLETE IN PLACE
2. PERENNIALS AND GROUND COVER	68	ea @	\$65.00 /ea=	\$4,420	COMPLETE IN PLACE
3. SHRUBS					
C. LOAM AND SEED (7200 SF)	88	cy @	\$10.00 /cy	\$880	
1. PLACE 4" LOAM FROM ONSITE STOCKPILE	7,200	sf @	\$0.25 /sf	\$1,800	
2. FINE GRADE / PREPARE SEED BED	7,200	sf @	\$0.20 /sf	\$1,440	COMPLETE IN PLACE
3. LAWN ESTABLISHMENT - SEED, HYDROMULCH, TACKIFIERS					
LANDSCAPING TOTAL				\$14,640	

11/26/2019

[illegible]

WRIGHT-PIERCE							
13976A - Somersworth, NH - Main Street - Veterans Memorial at Stein Park							
Item No.	DESCRIPTION	UNITS	Unit Price	Quantity	Rounded Quantity	Price	
1	Furnish and Install Aggregate Base 304.4	CY	\$35.00	106	110	\$	3,850.00
2	Furnish and Install Portland Cement Concrete Sidewalks, (6" thick)	SY	\$85.00	316	320	\$	27,200.00
3	Furnish and Install Detectable Warning Devices	SY	\$40.00	26	30	\$	1,200.00
4	Vertical Granite Curb	LF	\$45.00	330	330	\$	14,850.00
			SUBTOTAL			\$	47,100.00
			CONTINGENCY	20.0%			\$ 9,420.00
			EST. PROJECT TOTAL			\$	56,520.00

Notes:

1. This opinion of cost is based on conceptual plans for the Veteran's Memorial provided by the City of Somersworth. Quantities and unit prices should be refined as designs for the Veteran's Memorial and Main Street Reconstruction progress. This opinion of cost includes items within City ROW related to construction of concrete sidewalk and proposed bump out for pedestrian crossing, all other roadway and utility related items are included in the overall Main Street Reconstruction project.
2. Current design for Main Street (Fair Court to Fayette Street) includes 8' wide concrete sidewalk.

CMBS
2-13-20

Stein Park / Fair Court Edge Treatment Options

2/18/2020



Option	Material	Anticipated cost for 175 lf
A	Post and 3 rail fence (PVC)	\$18,900
B	Granite posts and heavy chain	\$21,000
C	Boulders and Trees	\$8,500
D	Steel picket fence	\$20,150

Ironwood add service: Provide City with two design options. Prepare construction cost estimate (1), prepare construction drawing, details, and specifications for preferred option. Participate in one staff review meeting.

\$1,975



City of Somersworth – Resolution

Resolution No: 33-20

TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH EMERY AND GARRETT GROUNDWATER INVESTIGATIONS OF MEREDITH, NH TO PROVIDE AN ASSESSMENT OF THE ROCKY HILL ROAD WELLFIELD

March 2, 2020

WHEREAS, the City owns two wells off Rocky Hill Road that are not actively utilized as part of the water distribution system and the City would like to have a qualified consultant conduct a feasibility study on the value of these wells and the cost/benefit to bring these wells on-line as a secondary water source, and

WHEREAS, the Fiscal Year 2019-2020 adopted budget contains an appropriation for this project, and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Emery and Garrett Groundwater Investigations of Meredith, NH for a total contract amount of \$68,500 (Sixty Eight Thousand Five Hundred dollars) , and

WHEREAS, the Public Works and Environment Committee has reviewed the recommendation with city staff and supports the recommendation, and

WHEREAS, the Finance Committee has reviewed the recommendation with City staff and supports the recommendation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Emery and Garrett Groundwater Investigations of Meredith, NH for a contract amount of \$68,500 (Sixty Eight Thousand Five Hundred dollars) to provide an assessment of the Rocky Hill Road wellfield, and to take any actions relative to this project determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin P. Dumont, Sr. Richard R. Michaud Donald Austin Martin Pepin	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 33-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 33-20		PASSED	FAILED



MEMORANDUM from Director Public Works & Utilities

Date: February 13, 2020

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

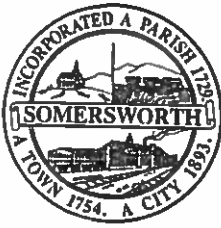
From: Michael J. Bobinsky, Director of Public Works and Utilities

Cc: Gary Lemay, City Engineer

Re: Rocky Hill Wellfield RFP – Status Update

The following is an update on the Rocky Hill Wellfield project:

- A request for proposals (RFP) was issued on 11/1/2019; responses were due on 12/12/2019.
- Seven firms/teams provided timely responses to the RFP.
- City staff reviewed the proposals and decided to bring four (4) firms for interviews: Tata and Howard, Wright-Pierce, Geosphere/Tighe and Bond, and Emery and Garrett/Hoyle Tanner
- Interviews were conducted on 1/14/2020; the interview team consisted of the City Manager, Deputy City Manager, Public Works Director, Chief Water Treatment Operator, and City Engineer.
- The Emery and Garrett/Hoyle Tanner team was identified as the top candidate.
- A second interview was held with the Emery and Garrett/Hoyle Tanner team on 2/3/2020 to further discuss the project.
- City Staff is recommending to proceed with the Emery and Garrett/Hoyle Tanner team for the Rocky Hill Wellfield assessment.
 - The estimated budget is \$68,500; this is less than the \$75,000 adopted budget for this project.
 - The proposed schedule would involve well pumping in mid-summer (July/August) with an estimated completion date of February 2021.



City of Somersworth – Resolution

Resolution No: 34-20

TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE A WATER STORAGE ASSESSMENT, WATER TANK CONDITION ASSESSMENT OF THE HAMILTON STREET WATER TANK, AND A DISTRIBUTION SYSTEM MASTER PLAN UPDATE

March 2, 2020

WHEREAS, the Somersworth Capital Improvement Program for Fiscal Years 2021 through 2026 contains a recommendation to assess the condition of the Hamilton Street water tank and provide an assessment of the City's overall water storage needs, and

WHEREAS, the City has been notified of a NH Department of Environmental Services Asset Management Grant in the amount of \$20,000 that can be used to update the Water Distribution Master Plan, and

WHEREAS, the Fiscal Year 2019-2020 adopted budget contains an appropriation for this project, and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Wright-Pierce Engineers of Portsmouth, NH for a total contract amount of \$54,700 (Fifty Four Thousand Seven Hundred dollars) , and

WHEREAS, the Public Works and Environment Committee has reviewed the recommendation with City staff and supports the recommendation, and

WHEREAS, the Finance Committee has reviewed the recommendation with City staff and supports the recommendation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Wright-Pierce Engineers of Portsmouth, NH for a contract amount of \$54,700 (Fifty Four Thousand Seven Hundred dollars) to provide a water storage assessment, water tank condition assessment of the Hamilton Street water tank, a distribution system master plan update, and to take any actions relative to this project determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin P. Dumont, Sr. Richard R. Michaud Donald Austin Martin Pepin	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 34-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 34-20		PASSED	FAILED

**MEMORANDUM from Director Public Works & Utilities**

Date: February 13, 2020

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

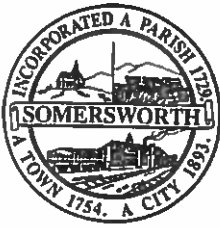
From: Michael J. Bobinsky, Director of Public Works and Utilities

Cc: Gary Lemay, City Engineer

Re: Water Storage Assessment RFP

The following is an update on the water storage assessment project:

- A request for proposals (RFP) was issued on 11/1/2019; responses were due on 12/12/2019.
- Three firms provided a timely response – Wright-Pierce, Tata and Howard, and Weston and Sampson.
- A fourth firm also responded, but their proposal arrived nearly 24-hours after the bid opening date. That firm's proposal was not considered due to its untimely submission.
- City staff interviewed all three firms in consideration on 1/9/2020; the interview team consisted of the City Manager, Deputy City Manager, Public Works Director, Chief Water Treatment Operator, and City Engineer.
- Wright-Pierce was identified as the top candidate.
- A second interview was held with Wright-Pierce on 1/27/2020 to further discuss the project.
- During the interview process, Wright-Pierce suggested that the City may be eligible to apply for a \$20,000 drinking water asset management grant if several additional asset management-specific tasks were added to the project's scope of work.
 - The additional tasks result in approximately \$11,000 in additional fees, meaning the \$20,000 grant would reduce the overall study costs by a net of \$9,000.
 - Wright-Pierce worked with City staff to apply for a \$20,000 drinking water asset management grant from the New Hampshire Department of Environmental Services (NH DES) to offset some of the study costs.
 - City staff received notification from NH DES on 1/31/2020 indicating that the City has been awarded the full \$20,000 grant.
 - NH DES is preparing grant documents and will work with City staff to formalize the grant agreement over the next several months, if authorized to proceed.
- City Staff is recommending to proceed with Wright-Pierce for the Water Storage Assessment for an amount of \$54,700, which will be further reduced to \$34,700 following acceptance of the \$20,000 asset management grant. This is less than the \$100,000 adopted budget for this assessment.
 - The proposed schedule is expected to take approximately 4 months from the project kick-off meeting and commencement.



City of Somersworth – Resolution

Resolution No: 35-20

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIVE-YEAR CONTRACT AMENDMENT (7/1/2020 – 6/30/2025) WITH WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. FOR COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE, MUNICIPAL RECYCLING, AND WASTEWATER TREATMENT SLUDGE DISPOSAL

March 2, 2020

WHEREAS, the present contract with Waste Management of New Hampshire, Inc. for the collection and disposal of municipal solid waste, municipal recycling, and wastewater treatment sludge, expires on June 30, 2020, and

WHEREAS, City staff negotiated proposed five-year contract extensions with Waste Management of New Hampshire, Inc. for these purposes, and

WHEREAS, the City Council's Finance Committee has reviewed the proposed contract extensions with City staff and supports authorizing the City Manager to enter into a contract with Waste Management of New Hampshire, Inc. for these purposes, and

WHEREAS, the City Council's Public Works and Environment Committee has reviewed the proposed contract extensions with City staff and supports authorizing the City Manager to enter into a contract with Waste Management of New Hampshire, Inc. for these purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to enter into five year contract extensions (7/1/2020 – 6/30/2025) with Waste Management of New Hampshire, Inc. for the collection and disposal of municipal solid waste, municipal recycling, and wastewater treatment sludge disposal, and to take any actions relative to this contract determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin P. Dumont, Sr. Richard R. Michaud Donald Austin Martin Pepin	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 35-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 35-20		PASSED	FAILED

Waste Management

5 year extension - Proposal
02/13/20 *cmf*

Municipal Solid Waste - Tons 2,351	
Current Rate	\$165.00/Ton

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Collection Fee	\$285,120	\$293,673	\$302,484	\$311,558	\$320,905
MSW Tipping Fee Rate/Ton	\$70	\$74	\$78	\$81	\$85
Estimated Annual Tipping Fee	\$164,570	\$173,974	\$182,203	\$190,431	\$199,835
Total MSW Collection & Disposal	\$449,690	\$467,647	\$484,687	\$501,989	\$520,740
Yearly Increase		3.99%	3.64%	3.57%	3.74%
Current Collection & Disposal	\$387,915				
Increase	\$61,775				
Percentage Increase	15.92%				

Waste Management

5 year extension - Proposal
02/13/20 *CM/bs*

Recycling - Tons 736	\$183.50/Ton
Current Rate	

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Collection Fee	\$142,560	\$146,837	\$151,242	\$155,779	\$160,453
Rcy Processing Fee Rate/Ton	\$132	\$136	\$140	\$144	\$148
Estimated Annual Processing Fee	\$97,056	\$99,971	\$102,966	\$106,058	\$109,237
Total Rcy Collection & Processing	\$239,616	\$246,808	\$254,208	\$261,837	\$269,690
Yearly Increase		3.00%	3.00%	3.00%	3.00%

Current Collection & Processing	\$219,166
Increase	\$20,450
Percentage Increase	9.33%

Waste Management

5 year extension - Proposal
02/13/20 *CM/B*

WWTF Sludge Hauling - Tons 2281
Current Rate \$81.00/Ton

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Collection Fee	\$43,460	\$45,633	\$47,915	\$50,310	\$52,826
Sludge Disposal Fee Rate/Ton	\$90	\$95	\$99	\$104	\$109
Estimated Annual Disposal Fee	\$205,290	\$215,555	\$226,344	\$237,657	\$249,541
Total Sludge Hauling & Disposal	\$248,750	\$261,188	\$274,259	\$287,967	\$302,367
Yearly Increase		5.00%	5.00%	5.00%	5.00%
Current Hauling & Disposal	\$184,761				
Increase	\$63,989				
Percentage Increase	34.63%				

CMFS
2/7/20

Municipality	Municipal Owned & Operated Transfer Station	Monthly Tons	Per Ton Rate	Delivered or Transported	Approximate Miles to TREE
Alton, NH	YES	229	\$73.80	Transported	24.8
Barrington, NH	YES	80	\$74.00	Transported	5
Dover, NH	YES & CURBSIDE	375	\$70.00	Transported	6.9
Durham, NH	YES & CURBSIDE	159	\$75.30	Delivered	10.7
Effingham, NH	YES	51	\$75.65	Transported	40.4
Exeter, NH	YES & CURBSIDE	226	\$74.26	Transported	21.7
Farmington, NH	YES	63	\$75.00	Transported	10.9
Hampton, NH	YES & CURBSIDE	605	\$77.50	Delivered	29.3
Lebanon, ME	YES	180	\$75.43	Transported	14.8
Milton, NH	YES	70	\$90.13	Delivered	13.6
Portsmouth, NH	YES & CURBSIDE	358	\$69.00	Delivered	18.5
Somersworth, NH	CURBSIDE	196	\$70.00	Transported	8.9
Strafford, NH	YES	125	\$77.25	Transported	11.2
Tuftsboro, NH	YES	115	\$86.98	Transported	40.8
Seabrook, NH	YES & CURBSIDE	385	\$71.96	Delivered	31.4
Southeast Regional	YES & CURBSIDE	639	\$69.95	Both	Varies

Municipal Sludge	Tons Per Haul	Per Ton Rate (T&D)	Approximate Miles to TREE
Exeter, NH	16	\$137.55	25.5
Newmarket, NH	14	\$135.07	16.9
Somersworth	14	\$109.05	10.4

AMENDMENT THREE
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 3, is made by and between Waste Management of New Hampshire, Inc. a corporation organized under the laws of the State of New Hampshire (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, 2020 ("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") and 2015 ("Amendment Two") ("Agreement"); and

WHEREAS, as of the Effective Date, for good and valuable consideration, the sufficiency of which is mutually acknowledged, the City and Contractor desire to amend the Agreement as follows:

1. Section 1, of Amendment 2, is amended to extend the term for a period of five years from July 1, 2020 through June 30, 2025.
2. Section 3 of Amendment 2, which provides for service collection fees is revised as follows:

Municipal Solid Waste

7/1/20 - 6/30/21	\$285,120.00 per year & \$70.00 per ton
7/1/21 - 6/30/22	\$293,673.40 per year & \$74.00 per ton
7/1/22 - 6/30/23	\$302,486.60 per year & \$77.50 per ton
7/1/23 - 6/30/24	\$311,561.19 per year & \$81.00 per ton
7/1/24 - 6/30/25	\$320,908.02 per year & \$85.00 per ton

Single Stream Recycling

7/1/20 - 6/30/21	\$142,560.00 per year & Processing (see below)
7/1/21 - 6/30/22	\$146,836.60 per year & Processing
7/1/22 - 6/30/23	\$151,239.40 per year & Processing
7/1/23 - 6/30/24	\$155,775.81 per year & Processing

7/1/24 – 6/30/25 \$160,449.98 per year & Processing

3. Section 4 of Amendment 2, Single Stream Recycling, is hereby deleted in its entirety and replaced with the following:

4. Single Stream Recycling

The Contractor shall perform Single Stream Recycling (SSR) Collection Services in the City on a bi-weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated Residential Unit. The Contractor shall collect and remove all Recyclable Materials which are placed in clearly labeled standard barrels, provided by City and/or each Residential Unit, with a capacity of thirty-five (35) gallons or less, at all Approved Residential Units or from some other specifically defined location as agreed to and designated by the parties. The Contractor will place a sticker on any unacceptable materials contained in the barrels that is observed during the normal course of collection, explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclable Materials with MSW except in an emergency situation and with the concurrence of the Somersworth City Council. The Contractor shall be responsible for the transportation of recyclables to a recyclable receiving facility of the Contractor's choice approved by the City prior to the execution of this Agreement. The Contractor shall be solely responsible to process recyclable materials at receiving facility. The processing formula to determine the value (positive or negative) of commodities is outlined in Exhibit C and example on Exhibit D.

4. The language under Section 5 of Amendment 2, providing for a fuel adjustment to consider the fluctuations in the price of fuel is deleted in its entirety and replaced with the following:

5. The Contractor will institute a fuel adjustment procedure to consider the fluctuations in the price of fuel, the first such adjustment to take effect July 1, 2021.

The fuel adjustment will be based on changes in the index for CNG DGE fuel as compared to the baseline rate of \$2.90 per gallon. Adjustments due to changes in cost of fuel will

be calculated as follows: Year One (7/1/2020 – 6/30/2021) – No Adjustments. Years Two through Five (7/1/2021 – 6/30/2025) – Fuel adjustments will be calculated each Fiscal year an applied monthly: Adjustment will be based on the increase or decrease of CNG cost, as measured by the U.S. Department of Energy, Energy, Information Administration at <http://www.afdc.energy.gov/fuels/prices.html>, from an established baseline cost of \$2.90 per Diesel gallon equivalent (DGE) including taxes of CNG. The increase or decrease in cost, as determined above, will be applied to the volume of CNG used, which will be fixed at 898 DGE's per month. Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of CNG as published by the DOE for the full calendar year preceding each annual fiscal year adjustment period. EG. If the DOE average index price for 2020 is \$2.50 per DGE, then the City would receive a credit of \$359.20 ($-.40 \times 898$ DGE's) every month from July 2021 through June 2022. If the DOE average index price for 2020 is \$3.00 per DGE, then the City would pay a surcharge of \$89.80 ($+.10 \times 898$) every month from July 2021 through June 2022.

All terms and conditions of the Agreement, except those expressly modified by this Amendment Three, 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 Belmore
City Manager

Chris DeSantis
President

Dated: _____

Dated: _____

SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

1. DEFINITIONS

"Blended Value" or "BV" is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of City to the Designated Facility.

"Composition Audit" means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

"Contractor Fee" means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

"Contamination Audit" means the basis by which City's Single Stream material are measured to determine the percentage of "Non-Recyclables" present.

"City's Value Share" means the City's percentage of the Blended Value as set forth herein.

"Designated Facility" or "Designated Facilities" means Contractor's operations located Billerica, MA or any replacement therefore which receives City's Single Stream Materials.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

"Net Value" means the amount paid to City by Contractor, or paid to Contractor by City, after subtracting any charges owed by City from the City's value share.

"Non-Recyclables" means any materials in the Single Stream Materials that are not Recyclables as set forth in the "Specifications" herein.

"Receiving Hours" means the regularly scheduled hours of operation for the Designated Facility

"Recyclables" means acceptable materials contained within the Single Stream Materials as set forth and further defined in "Specifications" herein.

"Residue" means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

"Single Stream Materials" means all City's materials delivered to Contractor containing Recyclables and Non-Recyclables.

"Specifications" means the description of the Single Stream Materials as set forth in Exhibit B.

"Ton" means 2,000 pounds.

"Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

2. QUANTITY AND QUALITY

a. During the term of the Agreement, Contractor shall take and City agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of City. City shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed herein without the express written consent of Contractor. City shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables listed herein shall be made upon the mutual agreement of City and Contractor.

b. City represents and warrants that it shall provide the Single Stream Materials in accordance with the Specifications set forth in herein. Title to Recyclables provided by City to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with City at all times.

c. Composition Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of City in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.

d. Contamination Audits may be performed by Contractor at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of City in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. Where the percentage of Non-

Recyclables exceeds five (5) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and City shall be subject to an Excess Contamination Charge.

3. PRICING/PAYMENTS

Payments and charges to City shall be calculated as set forth herein. Contractor shall pay City (or City shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay City on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, City shall pay Contractor within 30 days of date of invoice.

4. DELIVERIES

Contractor shall deliver Single Stream Materials at City's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Contractor at the Designated Facility.

5. MATERIALS

a. If Excluded Materials are delivered to the Facility by or on behalf of City, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. City will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, City must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If City fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to City, transport and dispose of such Excluded Materials and charge the costs thereof to City.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. City shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to City in such efforts.

7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Contractor, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Contractor's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Contractor can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

EXHIBIT B
SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans - empty	PET plastic containers with the symbol #1 - with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) - empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbol #5 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Saturated fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of City may not contain more than 5% Non-Recyclables or any Excluded Materials. In the event

a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or City may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth herein.

EXHIBIT C

BLENDED VALUE/CHARGES

1. VALUE SHARE

Where the Blended Value is greater than the Contractor Fee, City's value share is 50% of the difference between the Blended Value and the Contractor Fee. When the Blended Value is less than the Contractor Fee, City shall pay Contractor the difference between the Contractor Fee and the Blended Value.

2. CHARGES

- (a) The initial Contractor (Processing) Fee is \$103.00 per delivered ton.
- (b) The initial transportation fee is \$41.20 per delivered ton.
- (c) The initial Residue Fee is \$77.25 per delivered ton.
- (d) The initial Excess Contamination Fee is \$225.00 per ton.
- (e) All Fees stated above shall be increased by 3% on July 1, 2021 and each July 1 thereafter.

3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

City acknowledges that the value of a commodity may be negative. Blended Value is calculated monthly.

- "PPI" means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPI or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. City's consent, which shall not be unreasonably withheld, conditioned or delayed, to the

use of such alternate publication or method shall be required.

- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- City shall pay Contractor a charge for each ton of residue delivered ("Residue Fee").
- The initial composition of the City's Recyclables shall be presumed to be as set forth below and may be adjusted from time to time to reflect either changes in composition at the recycling facility or following the completion of a Composition Audit.

Material Component	Commodity Value	Composition %
OCC (Cardboard)	PPW OCC #11	15.18%
Mixed Paper (All other paper)	PPW MIX #54 or Actual	45.66%
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.20 per pound)	1.62%
Steel/Tin Cans	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.64%
PET (Plastic #1)	SMP for PET (baled, ¢/lb. picked up)	5.08%
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.58%
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, ¢/lb. picked up)	2.34%
Tubs and Lids (Plastic#5)	SMP for Plastics PP Post Consumer (baled, ¢/lb. picked up)	0.64%
Glass	Actual Value	21.26%
Residue	Residue Fee	5%
Total:		100%

4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that City's percentage of Non-Recyclables exceeds five (5%), the total tons

used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at the per ton rate specified herein.

By way of example only (if the contamination audit shows 10% contamination):

Blended Value = \$12.33

Contractor Fee = \$103.00

Transportation Fee = \$41.20

Excess Contamination = 5%

Excess Contamination Fee = \$225.00

61 tons delivered in the month

City Value/Charges =

Value: Blended Value – Contractor and Transportation Fee = (\$12.33 - \$144.20) per ton = \$131.87 charge per ton x 57.95 tons (61 total tons x 95% meeting 5% contamination threshold) = \$7,641.87 per month

Excess Contamination Fee: \$225.00 per ton x 3.05 tons (61 total tons x 5% exceeding the 5% contamination threshold) = \$686.25

Total Charge: \$7,641.87 + \$686.25 = \$8,328.12 for the month

EXHIBIT D				
Revenue Share Calculation - Single Stream				
Commodity	Index *	Current Compostion %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	15.18%	\$ 30.00	\$ 4.65
Mixed Paper (All other paper)	PPI Mixed Paper #54 or Actual	45.66%	\$ (29.71)	\$ (13.57)
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked) minus \$.20 per pound	1.62%	\$ 640.00	\$ 10.35
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	2.64%	\$ 15.00	\$ 0.40
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	5.08%	\$ 220.00	\$ 11.18
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.58%	\$ 1,270.00	\$ 7.43
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	2.34%	\$ 320.00	\$ 7.49
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.64%	\$ 140.00	\$ 0.89
Glass	Actual	21.26%	\$ (58.98)	\$ (12.54)
Residue	Residue Fee	5.00%	\$ (77.25)	\$ (3.86)
Total/Blended Value		100.00%		\$ 12.33
MRF Processing Fee		\$ 103.00		
Load and Transportation Fee Turnkey MRF Charge/Rebate		\$ 41.20		
				\$ (131.87)

CITY OF SOMERSWORTH, NEW HAMPSHIRE

AND

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

DEWATERED SLUDGE REMOVAL & DISPOSAL AGREEMENT

AGREEMENT entered into and effective as of July 1, 2020, by and between the "City of Somersworth" having its Wastewater Treatment Plant located at 99 Buffumsville Road Somersworth, New Hampshire (hereinafter referred to as "City") and Waste Management of New Hampshire, Inc., a corporation with its principal place of business at 90 Rochester Neck Road, Rochester, New Hampshire, 03839 (hereinafter referred to as "WMNH").

1. **RESIDUAL WASTE MATERIALS.** During the term of this Agreement, the City will provide to WMNH all of the WWTP Sludge (referred to as "Residuals" or "Residual Waste") generated at the City's Waste Water Treatment Plant with the following exceptions: Hazardous and Unacceptable Waste as defined under Exhibit A which is attached hereto and incorporated by reference herein.

WMNH may at any time refuse to accept for disposal any material, substance or property which in the judgment of WMNH is harmful, odorous, creates nuisance conditions, unhealthy or unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the rejected waste material and the reason for the rejection will be communicated to the City. See Exhibit A for hazardous and unacceptable wastes.

2. **SERVICES PROVIDED.** WMNH will provide to the City, under terms of this Agreement, the following services:
 - a) Transport and dispose of Residual Waste at the Turnkey Landfill ("Facility") all Residuals delivered in accordance with the terms Specifications contained in this Agreement which include the City's Request for Bid as modified by WMNH's exceptions noted on Specifications and initialed by WMNH which is attached hereto as Exhibit B and incorporated by reference herein.
 - b) Maintain insurance to cover WMNH's responsibilities and liabilities under the New Hampshire Workmen's Compensation Act, public liability insurance coverage for bodily injury and property damage as required under Exhibit B. WMNH shall supply to City a certificate of insurance naming the City, its officials, employees and volunteers as additional insureds. The commercial general liability coverage shall be a minimum of \$1,000,000 per occurrence with a minimum of \$5,000,000 aggregate, including commercial auto and contractor's pollution liability. WMNH will provide to the City evidence of required insurance at or before the time of signing of this Agreement.
 - c) WMNH shall accept Residuals at the Facility between the hours of 8:00 A.M. to 3:30 P.M. Monday thru Friday. No deliveries will be accepted on Saturday unless pre-approved by Site Manager. The Facility will be closed on Sundays and may be closed on all legal holidays celebrated in the State of New Hampshire and during any period where extreme or unusual weather conditions or similar hazards either prevent its operation or would make operations hazardous to persons and property. New Hampshire State holidays are as follows: New Years Day, Civil Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas.

3. TERM. The term of this Agreement shall be for the period beginning July 1, 2020 through June 30, 2025. The term of this Agreement is subject to WMNH's continued operation and ability to maintain permits for Residual Waste material disposal.

4. FEES and BILLING. The disposal fees shall be as follows:

WWTP Sludge

(7/1/20 – 6/30/21) - \$90.00 per ton & \$265.00 per haul

(7/1/21 – 6/30/22) - \$94.50 per ton & \$278.25 per haul

(7/1/22 – 6/30/23) - \$99.23 per ton & \$292.16 per haul

(7/1/23 – 6/30/24) - \$104.19 per ton & \$306.77 per haul

(7/1/24 – 6/30/25) - \$109.40 per ton & \$322.11 per haul

City shall be responsible to pay any special handling fees for services including but not limited to solidification of Residual Waste at the then prevailing rates assessed by WMNH.

Invoices will be sent on a monthly schedule and payment is required within thirty (30) days from date of invoice.

In the event that any federal, state, or local body or agency adopts or implements any law, rule, regulation or order respecting disposal at the Facility which results in an increase in the cost of Facility operations or levies a tax on waste disposal operations at the Facility, one hundred percent (100%) of any such increase cost or tax shall be allocated in proportion to the tonnage delivered among the municipalities and other customers which deposit solid and Residual Wastes at the facility.

5. SPECIAL WASTE. No Special or Unacceptable waste, as defined on Exhibit A, may be disposed at the facility without the prior written approval of the Facility District Manager. To obtain approval the Special Waste generator must supply at its own expense, to WMNH, such information as WMNH deems necessary, including sampling and analysis of the waste, on such forms that WMNH shall require, such as the Generator's Special Waste Profile Sheet. WMNH may require written approval from the New Hampshire Department of Environmental Services for disposal of the Special Waste.

In the event Unauthorized Waste materials are discovered to have been transported by the City to the Facility and disposal at the Facility, ownership of the unauthorized material shall revert to the generator, if identified, otherwise to the City. Upon written notification of violation, the prompt removal of the material from the Facility, including all costs, shall be done in a manner, which is lawful, non-injurious to public health, environmentally sound and safe.

6. CITY RESPONSIBILITIES. The City shall be responsible to process Residual Waste materials in a manner that will minimize odors and said materials shall not contain free liquids. City shall comply with testing and analytical directives issued by WMNH at the City's sole expense. City shall notify WMNH of any process changes that may impact characteristics of the Residual Waste materials to be delivered under this Agreement.

7. LANDFILL PROCEDURES. WMNH will provide a safe environment for the disposal of the City's Residual Waste. Haulers using the Facility for disposal of the City's Residual Waste will comply with WMNH's posted safety procedures while at the Facility and will obey the instructions of WMNH's authorized employees during disposal and during emergencies.

8. INDEPENDENT CONTRACTOR. WMNH is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all its employees, agent and operations. Neither WMNH nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

9. INSPECTIONS. The City shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government agency to WMNH which are applicable to the performance of this Agreement and to inspect the Facility and its operations for compliance with applicable federal, state, and local laws, regulations, and rules specifically pertaining to Residual Waste disposal. Such inspections are encouraged by WMNH. The City shall provide WMNH reasonable notice of inspection and any such inspections shall be conducted during WMNH's normal business hours.

10. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment for services already rendered, may be suspended by either party for definite or indefinite periods as circumstances require in the event of an act of Force Majeure. Force Majeure shall mean any act or event beyond the control of the parties which materially and adversely affects the performance of this contract, including without limitation:

- a) strikes or work stoppages at the facility in excess of 10 days;
- b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by:
 - i. acts of god, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
 - ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;
- c) any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations, which prohibit the operation of the facility.
- d) Suspension, termination or interruption of utilities.
- e) changes in law, regulations or interpretations thereof that negatively impact the operation or cost of operating the Facility.

If any act or event of force majeure occurs, the party affected shall deliver written notice to the other within 48 hours setting forth such information available to it of the act of force majeure.

If any act or event of force majeure occurs which prevents WMNH from accepting Residual Waste at the Facility, the City may elect to dispose of the Residual Waste by some alternative means, in which event, it will do so at its own cost. The City shall reinstate deliveries of Residual Waste to the Facility immediately after receipt of notice from WMNH that such act or event of Force Majeure has ceased affecting the operation of the Facility. City shall be allowed two days for each day of a Force Majeure event in which to reinstate deliveries.

11. INDEMNIFICATION.

(a) WMNH agrees to indemnify, save harmless, and defend City from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by WMNH employees, or its subcontractors in the negligent performance or non performance of this Agreement.

(b) In no event shall either party be responsible in contract, tort or otherwise for any indirect, special, incidental or punitive damages.

12. **NOTICES.** During the term of this Agreement and any extension thereof and until otherwise notified by the other party, all notices sent or required to be sent hereunder shall be by registered mail, postage prepaid, addressed as follows, and shall be deemed given when delivered for mailing to a United States Post Office so addressed.

To City: City Manager
City of Somersworth
One Government Way
Somersworth, NH 03878

To WMNH: District Manager
Waste Management of New Hampshire, Inc.
30 Rochester Neck Road
Rochester, New Hampshire 03839-7065

With Copy to: Senior Legal Counsel
Waste Management of New Hampshire Inc.
4 Liberty Lane West
Hampton, NH 03842

13. **DEFAULT.** A. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify party in default in writing of the nature of such default. Within twenty (20) days following such notice:

1. The defaulting party shall correct the default; or

2. In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of the non-defaulting party's notification thereof, and thereafter correct the default with due diligence.

B. If the party in default fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies which the non-defaulting party may exercise singly or in combination:

1. The right to declare that this Agreement, together with all rights granted the defaulting party, hereunder are terminated, effective upon such date as non-defaulting party shall designate; and

2. If the party in default is the Contractor, the City shall have the right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself.

14. **DISPUTE RESOLUTION.** In the event any claim, controversy or dispute arises between WMNH and City, the City and WMNH shall undertake good faith negotiations to resolve the dispute.

15. **FORM OF CONSENT.** All consents of any kind required under this Agreement shall be in writing. Whenever, under this Agreement, the City is authorized to give consent, such consent may be given and shall be conclusively evidenced by the authorized representative of the City giving such consent. Whenever under the terms of this Agreement, WMNH is authorized to give its consent; such consent may be given and shall be conclusively evidenced by writing certified by its District Manager or designee.

16. ASSIGNMENT. WMNH may not assign this Agreement without the written consent of the City which consent will not be unreasonably withheld, provided that WMNH shall have the right to assign this Agreement without consent of the City in the event of a corporate reorganization, merger or transfer of substantially all of its assets. The City may not assign the Agreement.
17. AMENDMENT. This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.
18. GOVERNING LAW. This Agreement shall be governed and construed under and pursuant to the laws of the State of New Hampshire.
19. MISCELLANEOUS. If any provision of this Agreement or any portion of such provision, or the application thereof to any circumstances or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to other persons or circumstances shall not be affected thereby.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the City and WMNH, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date written below.

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

Date

Chris DeSantis
President

CITY OF SOMERSWORTH, NEW HAMPSHIRE

Date

Robert Belmore
City Manager

EXHIBIT A

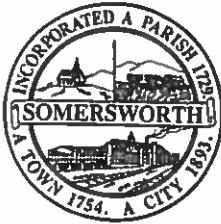
A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is;
 - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced, amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
 - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A Waste transported in a bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyl's (PCBs).

12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.
23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Washwater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.



City of Somersworth – Resolution

Resolution No: 36-20

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT
WITH APEX CONSTRUCTION OF SOMERSWORTH, NH
FOR THE CONSTRUCTION OF WASTEWATER
TREATMENT FACILITY UPGRADES**

March 2, 2020

WHEREAS, the Somersworth City Council adopted Resolution No. 1-19 to appropriate funds from the State Revolving Loan Fund for upgrades to the Wastewater Treatment Facility, and

WHEREAS, the City has solicited bids through their consultant engineer for the construction of these improvements, and

WHEREAS, the City's consultant engineer has reviewed the results and recommends awarding the contract to APEX Construction of Somersworth, NH for an amount of \$10,880,600 (Ten Million Eight Hundred Eighty Thousand Six Hundred dollars),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with APEX Construction of Somersworth, NH for the construction of upgrades to the Wastewater Treatment Facility for an amount of \$10,880,600 (Ten Million Eight Hundred Eighty Thousand Six Hundred dollars), and to take any actions relative to this contract determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilor:</i> David A. Witham	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 36-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 36-20		PASSED	FAILED



WATER
WASTEWATER
STORMWATER
INFRASTRUCTURE

February 21, 2020
W-P Project No. 13694A

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

Subject: City of Somersworth, NH - Wastewater Treatment Facility Upgrade
Evaluation of Bids

Dear Bob:

We have completed our review of the construction bids that were received for the subject project on February 14, 2020. This letter represents a summary of our findings.

Three bids were received and reviewed. A tabulation of the bids received is enclosed. Apex Construction, Inc. submitted the lowest Total Bid of \$10,888,600.00. The remaining two bids from Methuen Construction Co., Inc. and Penta Corporation were approximately 6% and 12% higher than Apex's bid, respectively. These bids are evidence of competitive pricing and reasonable bids. In reviewing the three bid packages, only minor deviations were noted in the Apex and Penta bids. Both bidders proposed pricing for Bid Item 5 and Bid Item 6 outside of the specified minimum and maximum ranges. These values were reviewed and deemed reasonable. The proposed values by Apex have been accepted for the project which does not impact the determination of the lowest Total Bid.

Wright-Pierce has worked extensively with Apex Construction, Inc. on many past projects with satisfactory results. Apex's list of past and present projects includes several other projects that are similar in nature to the Wastewater Treatment Facility Upgrade. These include comprehensive upgrades to the Exeter, NH WWTF, Bucksport, ME WWTF, Dover, NH WWTF, and Newmarket, NH WWTF. Wright-Pierce has contacted Apex's financial institution, Bank of New Hampshire, to confirm their current financial standing, which their account manager has confirmed is sufficient, and that their accounts are in good standing. Apex appears to have sufficient bonding capacity to complete the referenced project.

Based on our experience with Apex, Wright-Pierce is not aware of any reason why this contract should not be awarded to Apex Construction Inc. as the lowest responsible and responsive bidder.

If the City decides to proceed with the project based on the lowest responsive bid, the City should issue a letter to Apex Construction Inc. stating the City's intention to award the contract. Suggested language for this letter is attached. We would be happy to assist you with submitting the necessary documentation to

Robert M. Belmore
February 21, 2020
Page 2 of 2

NHDES for approval (contingent upon funding package), awarding the contract, requesting the required bonds and insurance information, and executing the Contract Documents.

Very truly yours,

WRIGHT-PIERCE



Tim Vadney, PE
Vice President

tim.vadney@wright-pierce.com

Lindsey Shields, PE
Project Manager

lindsey.shields@wright-pierce.com

Enclosures

- Bid Tabulation
- Draft Notice of Intent to Award Letter

cc: Jeff Mercer, PE – Wright-Pierce
Michael Bobinsky, Scott Smith, Gary Lemay, Jamie Wood – City of Somersworth
W-P File (13694A)

CITY OF SOMERSWORTH, NH

WWTF UPGRADE

BID TAB

13694A

FEBRUARY 14, 2020 @ 2 PM

\$10,500,000

LINDSEY SHIELDS



				BIDDER'S NAME					
				Apex Construction, Inc.		Methuen Construction Co., Inc		Penta Corporation	
	BID QUANTITIES	Item	Qty.	UNIT	UNIT AMT	BID	UNIT AMT	BID	UNIT AMT
BASE BID									
1	Wastewater Treatment Facility Upgrade - Complete, except as noted below.		1	LS	\$10,595,100.00	\$10,595,100.00	\$11,284,358.00	\$11,284,358.00	\$11,927,000.00
2	Additional Earthwork Materials - Compacted Select Fill (Min. \$10.00/CY, Max. \$35.00/CY)		100	CY	\$30.00	\$3,000.00	\$35.00	\$3,500.00	\$2,500.00
3	Additional Earthwork Materials - Compacted Screened Stone (Min. \$10.00/CY, Max. \$40.00/CY)		25	CY	\$40.00	\$1,000.00	\$40.00	\$1,000.00	\$1,000.00
4	Additional Earthwork - Excavation and Disposal (Min. \$10.00/CY, Max. \$35.00/CY)		1,000	CY	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$15,000.00
5	Crack Repair to Existing Concrete Tanks and Structures (Min. \$50.00/LF, Max. \$125.00/LF)		100	LF	\$45.00	\$4,500.00	\$125.00	\$12,500.00	\$4,000.00
6	Cementitious Overlay in Existing Concrete Tanks and Structures (Type 2 Coatings) (Min. \$5.00/SF, Max. \$20.00/SF)		250	SF	\$80.00	\$20,000.00	\$20.00	\$5,000.00	\$17,500.00
7	Handling and Disposal of Contaminated Soil		1,800	TONS	\$50.00	\$90,000.00	\$55.00	\$99,000.00	\$90,000.00
8	Treatment of Contaminated Groundwater or Stormwater		60	DAYS	\$500.00	\$30,000.00	\$140.00	\$8,400.00	\$13,800.00
9	SCADA Integrator		1	ALL	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
10	Supply of Sanitaire Fine Bubble Aeration Diffuser Equipment and Manufacturer Services as Specified in Section 11378.		1	ALL	\$20,500.00	\$20,500.00	\$20,500.00	\$20,500.00	\$20,500.00
11	Supply of Watson-Marlow Chemical Feed Pump as Specified in Section 11316.		1	ALL	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
12	Hazardous Materials Removal		1	ALL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL BASE BID AMOUNT ITEMS (1 THROUGH 12)						\$10,888,600.00		\$11,558,758.00	\$12,190,800.00
TOTAL BID:						\$10,888,600.00		\$11,558,758.00	\$12,190,800.00

February 21, 2020

Mr. Jeffrey R. Todd, President
Apex Construction, Inc.
361 Route 108, Unit 1
Somersworth, NH 03878

Subject: Wastewater Treatment Facility Upgrade
Notice of Intent to Award

Hello Jeff:

The City of Somersworth intends to award the contract for the above referenced project to Apex Construction, Inc. on the basis of the Total Bid in the amount of \$10,888,600 as received on February 14, 2020. Recognize that the amount bid for Bid Items 5 and 6 were outside of the specified range. The City has elected to waive this minor deviation and award the contract as bid, because modifying the submitted values would not result in a different lowest bidder. Award of this contract is contingent upon review and approval by the New Hampshire Department of Environmental Services (DES) to award the contract. We will forward the required information for review and approval by DES. Furthermore, award of this contract is contingent upon approval by the Somersworth City Council.

Please feel free to contact me or Lindsey Shields, of Wright-Pierce, if you have any questions regarding this notice.

Very truly yours,

Robert M. Belmore
City Manager



City of Somersworth – Resolution

Resolution No: 37-20

TO AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT WITH WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE RESIDENT INSPECTION AND CONTRACT ADMINISTRATION SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE UPGRADES AT THE WASTEWATER TREATMENT FACILITY

March 2, 2020

WHEREAS, the Somersworth City Council adopted Resolution No. 1-19 to appropriate funds from the State Revolving Loan Fund for upgrades to the Wastewater Treatment Facility, and

WHEREAS, Wright-Pierce Engineers have provided the City with pre-construction services such as design and bid specifications for the upgrades to the Wastewater Treatment Facility, and

WHEREAS, the City has received bids from qualified contractors for the construction of the upgrades at the Wastewater Treatment Facility and will require resident inspection and construction administration services associated with the construction of these upgrades, and

WHEREAS, Wright-Pierce Engineers have provided a proposal in the amount of \$1,295,000 (One Million Two Hundred Ninety-Five Thousand dollars) to provide resident inspection and contract administration services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to sign a contract with Wright-Pierce Engineers of Portsmouth, N.H. to provide resident inspection and construction administration services associated with the construction of the upgrades at the Wastewater Treatment Facility, and to take any other action related to this contract determined to be in the best interest of the City.

Authorization

Sponsored by Councilor:

David A. Witham

Approved:

City Attorney

City of Somersworth – Resolution 37-20

History

First Read Date:	03/02/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 37-20		PASSED	FAILED

**ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

CITY OF SOMERSWORTH, NEW HAMPSHIRE

This AGREEMENT made and entered into at Strafford County, New Hampshire, this _____ day of _____ 2019, by and between City of Somersworth hereinafter called the OWNER, and Wright-Pierce hereinafter called the ENGINEER, with the approval of the State of New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works referred to as "Wastewater Treatment Facility Upgrade" (once approved for bidding by OWNER and DIVISION), hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the City of Somersworth (Wastewater Treatment Facility Upgrade).

Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.

b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)

c. Completion of formal contract documents for the award of contracts.

d. Checking detail construction, shop and erection drawings submitted by the contractor.

e. Reviewing laboratory, shop, and mill test reports of materials and equipment.

f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.

g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.

h. Periodic inspection of work and final inspection.

i. Observing and reporting performance and qualifying tests required by specifications.

j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

~~o. Provide and maintain construction control lines and grades. For sewers offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites base lines for layout and benchmarks. Provide layout coordinates and benchmarks.~~

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

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

a. The ENGINEER agrees to provide at least one ~~Registered Professional Civil Engineer~~ **qualified Resident Project Representative (RPR)** on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The **OWNER and DIVISION** shall be notified in writing of the name of the ~~resident engineer, assistant engineers, and construction inspectors,~~ **RPR** and shall be provided with a brief history of the ~~resident engineer's~~ **RPR's** construction experience. The ~~resident engineer~~ **RPR** and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the ~~resident engineer~~ **RPR** to administer the PROJECT to the satisfaction of the DIVISION ~~or~~ and OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After **OWNER and DIVISION** approval, the ENGINEER agrees to supply **three (3)** sets of the completed manual, one (1) of which will be for the DIVISION. **Also, one (1) electronic PDF copy to the OWNER and DIVISION.**

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION. **Also, one (1) electronic PDF copy to the OWNER and DIVISION.**

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed One million two hundred ninety-five thousand

_____ Dollars
(\$ 1,295,000.00).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed

Five hundred twenty thousand five hundred
_____ Dollars
(\$ 520,500.00).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)-(a) for a period of 396 working days, an amount not to exceed
Five hundred forty-seven thousand and five hundred Dollars
(\$ 547,500.00).

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed
Eighty-five thousand five hundred Dollars
(\$ 85,500.00).

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed
Sixty-two thousand Dollars
(\$ 62,000.00).

d. For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed
Dollars
(\$ _____).

e. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed
Seventy-nine thousand five hundred Dollars
(\$ 79,500.00).

IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be*

Timothy R. Vadney, PE

(name and address)

230 Commerce Way, Portsmouth, NH 03801

- * Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the OWNER and DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean

and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction an **OWNER and DIVISION approved registered civil engineer RPR and OWNER and DIVISION approved inspectors RPRs** (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The ~~resident registered engineer RPR~~ for the life of this contract shall be

To be selected

(Name and Address)

(Append resume describing Candidate's qualifications)

The OWNER and DIVISION will require to review the RPR resume before being selected.

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the **OWNER and DIVISION** before transfer of responsibility is made. Additionally, if it is found by the **OWNER and DIVISION** that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the **OWNER and DIVISION**, the ENGINEER agrees to replace him promptly upon receipt of a written request from the **OWNER and DIVISION** with a qualified resident

engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

OWNER must also approve all change orders before approval by the DIVISION. This includes all engineering and construction work.

V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

ENGINEERING CONSTRUCTION PHASE CONTRACT
For Professional Services for Treatment Works

Page 6 of 6

IN WITNESS WHEREOF, the parties hereto have affixed
their hand and seals at _____
County, New Hampshire, the day, month, and year first
above written.

ENGINEER:

WRIGHT-PIERCE

By: Trish R. Vachon
(Authorized Representative*)

Date: 11/19/2019

OWNER:

CITY OF SOMERSWORTH

By: _____
(Authorized Representative*)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: _____
(Authorized Representative)

Date: _____

- * Signatures should be supported by appropriate document.
** It is agreed that as an act in furtherance of its statutory authority to
approve engineering agreements for treatment works, the DIVI-
SION's approval does not impose any contractual obligation or
liability on the State of New Hampshire, the Department of Environ-
mental Services or the Division.

EXHIBITS:

- A. RESUME OF PROJECT ENGINEER
- B. 5700 FORMS
- C. AUTHORITY TO SIGN CONTRACTS
- D. CERTIFICATES OF INSURANCE



Timothy R. Vadney, PE

NEW HAMPSHIRE WASTEWATER GROUP LEADER

Project Assignment: New Hampshire Wastewater Group Leader

Experience Summary

Mr. Vadney is a senior project engineer in the Wastewater Practice Group. He is currently serving several New Hampshire clients as a senior project engineer and project manager. He has extensive experience in a wide variety of wastewater fields including wastewater treatment, odor control, residuals management, septage treatment, collection systems, and pump stations.

Relevant Project Experience

Wastewater Treatment

- Wastewater Treatment Facility Upgrade, Newmarket NH
- WWTF Sludge Dewatering Upgrade, Nashua, NH
- WWTF Headworks Upgrade, Nashua, NH
- Wet Weather Treatment Facility Optimization, Nashua NH
- Water Pollution Control Facilities Upgrade, Manchester, CT
- Wastewater Treatment Facility Upgrade, Sanford, ME
- Wastewater Treatment Facility Upgrade, Dover, NH
- Wastewater Treatment Facility Upgrade, Hudson, MA
- Wastewater Treatment Facility Upgrade, Durham, NH
- Wastewater Treatment Facility Upgrade, Farmington, NH
- Wastewater Treatment Facility Upgrade, Somersworth, NH
- Wastewater Treatment Facility Upgrade, Hampton, NH
- Sludge Dewatering Upgrade, Keene, NH
- Sludge Dewatering Upgrade, Hampton, NH
- WWTF Capital Improvements Planning, Nashua NH
- WWTF Standard Operating Procedures Development, Nashua, NH
- Wastewater Treatment Facility Capacity Evaluation, Hampton, NH
- Wastewater Treatment Facility Capacity Evaluation, Somersworth, NH
- Water Pollution Control Facilities Upgrade, Glastonbury, CT
- WWTF Disinfection Alternatives analysis and recommendations, Rockport, MA
- Wastewater Treatment Facility Evaluation, Seacoast, NH
- WWTF Upgrade, Old Town, ME
- 0.1 mg/L Total Phosphorus removal Pilot Testing, Sanford, ME
- WWTF Phase II upgrade (to achieve TP of 0.01 mg/L), Sanford, ME

Wastewater Pump Stations

- Hampton, NH Church Street Pump Station Upgrade
- Mechanic Street Pump Station Upgrade, Portsmouth, NH
- Old Concord Road Pump Station, Durham, NH

Education

B.S., Civil Engineering,
University of New Hampshire

Professional Registration

New Hampshire
Maine
Massachusetts

Experience

17 Years

Joined Firm

2002

Professional Affiliations

Water Environment
Federation
Maine and New Hampshire
Water Pollution Control
Associations
Past President, NHWPCA

Presentations

Vadney, T. R., "Pump Station
and Force Main
Improvements - Ogunquit
Sewer District", NEWEA
Annual Conference Boston,
Massachusetts, January 2010

Vadney, T. R., "Optimization
of the Activated Sludge
Process", NEWEA Spring
Conference, Hyannis,
Massachusetts, June 2008

Vadney, T. R., "Energy Audit
Process for Wastewater
Treatment Facilities",
CTAWWA Specialty
Conference, Hartford,
Connecticut, January 2008

Timothy R. Vadney, PE

- River Street Pump Station Upgrade, Dover, NH
- Varney Brook Pump Station Upgrade, Dover, NH
- Mousam River Sewerage Pump Station Upgrade, Sanford, ME
- Goodall Brook Sewerage Pump Station Upgrade, Sanford ME
- Pump Stations No.1 and No. 2, Wells, ME
- Pump Station No. 10, Wells ME
- Pump Station No. 2, Ogunquit, ME
- Pump Station No. 4, Ogunquit, ME
- Pump Station No. 6, Ogunquit, ME

Odor Control

- Odor Investigation, Milford, NH
- Odor Investigation, South Berwick, ME
- River Street Pump Station, Dover, NH

Modeling

- Indigo Hill Road SewerCAD Model, Somersworth, NH
- CORMIX Model, Rockland, ME
- Water Distribution System Hydraulic Model, Belfast, ME
- Water Distribution System Hydraulic Model, Presque Isle, ME
- Hydraulic Model, Bow, NH

Infiltration/Inflow

- I/I Study, Farmington, NH
- I/I Study, Skowhegan, ME
- I/I Study, Kennebunkport, ME
- I/I Study, Pittsfield, NH
- I/I Study, Greenville, NH
- I/I Study, Newmarket, NH
- I/I Study, Durham, NH
- I/I Study, Dover, NH
- Citywide I/I Study, Nashua, NH
- I/I Study, Hanover, NH
- Influent Sewer Flow Metering, Hampton, NH

EXHIBIT B

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 02/06	
PART I - GENERAL					
1. GRANTEE / LOANEE - CITY OF SOMERSWORTH, NEW HAMPSHIRE				2. GRANT/LOAN NO. CS-330163-06	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - WRIGHT-PIERCE				4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 230 COMMERCE WAY, SUITE 302, PORTSMOUTH, NH 03801				6. TYPE OF SERVICE TO BE FURNISHED CONSTRUCTION ENGINEERING	
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL	
Principal	34	\$63.00	\$2,142		
Project Manager	710	\$49.35	\$35,039		
Lead Project Engineers	1630	\$35.70	\$58,191		
Project Engineers	1484	\$32.81	\$48,694		
Engineering Technician	562	\$28.88	\$16,215		
Bldg Design Engineers	1022	\$48.69	\$49,760		
Office Assistants	344	\$21.21	\$7,296		
Resident Project Reps.	4430	\$50.00	\$221,500		
DIRECT LABOR TOTAL:				\$438,836	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST		
ENGINEERS	1.680	\$217,336	\$365,124		
RPR	1.150	\$221,500	\$254,725		
INDIRECT COSTS TOTAL:				\$619,849	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$2,800		
(2) PER DIEM			\$0		
TRAVEL COSTS TOTAL:			\$2,800		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST		
TELEPHONE, FAX, COPIES/PAPER			\$0		
PRINTING			\$8,300		
POSTAGE			\$0		
EQUIPMENT SUBTOTAL:			\$8,300		
c. SUBCONTRACTS			ESTIMATED COST		
Submittal Exchange			\$14,250		
Materials Testing			\$15,000		
Environmental Consultation and Remediation Services			\$25,000		
Elations Software			\$9,000		
SUBCONTRACTS SUBTOTAL:			\$63,250		
d. OTHER (Specify categories)			ESTIMATED COST		
			\$0		
			\$0		
OTHER SUBTOTAL:			\$0		
e. OTHER DIRECT COSTS TOTAL:				\$74,350	
10. TOTAL ESTIMATED COST				\$1,133,035	
11. PROFIT				\$161,965	
12. TOTAL PRICE				\$1,295,000	

EXHIBIT B

[illegible]

comments:



WATER ~ WASTEWATER ~ STORMWATER ~ INFRASTRUCTURE

WRIGHT-PIERCE
CERTIFICATE OF VOTE

I, Ryan T. Wingard, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 3, 2019, at which a quorum of the board was present and voting.

VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

John W. Braccio, President/CEO
Paul F. Birkel, Vice President
Richard N. Davee, Vice President
Walter J. Flanagan III, Vice President
Michael D. Giggey, Vice President
Steven C. Hallowell, Vice President
John R. Nelson, Vice President/Treasurer/CFO
Christopher N. Pierce, Vice President
Richard G. Protasowicki, Vice President
Timothy R. Vadney, Vice President
Ryan T. Wingard, Vice President/Clerk

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:




Ryan T. Wingard, Clerk

Date: 4/3/19



WRIGHT-01

DLIBBY1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME:

PHONE (A/C, No, Ext): (207) 829-3450

FAX (A/C, No): (207) 829-6350

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Company

22292

INSURER B: Hanover American Insurance

36064

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Wright-Pierce, c/o John Nelson
11 Bowdoin Mill Island, Suite 140
Topsham, ME 04086

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZZPH137514	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (If a occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER						
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS			AWPH137539	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UHPH137515	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$
							Aggregate \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A		WHPH137574	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Complete streets projects

Workers Compensation Includes the following States: ME, FL, MA, NH, NY, CT, RI

City of Somersworth is additional insured during the term of this project as respects General Liability per written contract

CERTIFICATE HOLDER

CANCELLATION

City of Somersworth
One Government Way
Somersworth, NH 03878

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



WRIGHTP-01

C.JOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com														
INSURED Wright-Pierce 11 Bowdoin Mill Island Suite 140 Topsham, ME 04086	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company A, XV</td> <td>19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company A, XV	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company A, XV	19437														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			031711011	1/1/2020	1/1/2021	Per Claim Limit 5,000,000
A				031711011	1/1/2020	1/1/2021	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Somersworth
 One Government Way
 Somersworth, NH 03878

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

SENT VIA EMAIL

February 12, 2020

William Cass, P.E.
Assistant Commissioner

Shanna B. Saunders
Director of Development Services
One Government Way
Somersworth, NH 03878

RE: SOMERSWORTH, X-A004 (729), #41741
High Street/Rte 108 Corridor Signal System
Congestion Mitigation & Air Quality Program
SCOPE & FEE APPROVAL & NOTICE TO PROCEED TO ENGINEERING STUDY

Dear Ms. Saunders:

The Department has reviewed the scope & fee submission from Sebago Technic and finds it to be satisfactory. The city of Somersworth prepared an independent government estimate and negotiated a final scope and fee for the project with Sebago Technic in the amount of \$78,969.00.

The Department authorizes Somersworth to begin design on this project. The first step is to prepare an engineering study. The submitted scope & fee for the engineering study is \$43,173. If you need additional funding to complete the engineering study, you must submit a contract amendment prior to the additional work being accomplished. Upon completion the engineering study needs to be reviewed and approved by the Department prior to beginning preliminary design.

If you have any questions please contact me at tom.jameson@dot.nh.gov or call me at 271-3462.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Jameson".

Thomas Jameson, PE
Project Manager
Bureau of Planning and Community Assistance
Tel. (603) 271-3462

Project Name: High Street CMAQ Project
 Sebago Project Number: 19104
 Client: City of Somersworth
 Project Manager: Derek Caldwell
 Type of Contract: CPFF

Date: 1/3/2020

Engineering Study, Preliminary Design, Final Design/PS&E, Bid Phase Services		PERSONNEL CLASSIFICATION							TOTAL TASK HOURS
TASK DESCRIPTION		PIIC	SPE	PM	PE	PLS	2MC	SS	
	Hourly Rate (\$/Hour)	\$60	\$45	\$37	\$28	\$39	\$54	\$19	
1.0 Engineering Study									
1.1 Project Administration		6		28				4	38
1.2 Organize and attend Kick Off Meeting		4	4	8				1	17
1.3 On-Site Existing Conditions Investigation				16	16				32
1.4 Create Base Plans				16	40	10	30		96
1.5 Establish Utility Contacts				10					10
1.6 Meet with NHDOT BOE and DNR		6		6					12
1.7 Meet with NHDOT ROW Section		6		6					12
1.8 Attend Locals Concern Meeting		4		8				1	13
1.9 Workshop with City Council		4		8				1	13
1.10 Prepare Conceptual Plans and cost estimate for each intersection			8	40	40				88
1.11 Central Traffic Management System Alternative Analysis		4		18					22
1.12 Prepare and submit Draft Engineering Study document		2	4	40					46
1.13 Public Presentation of Proposed Action		4		10				1	15
1.14 Prepare and submit Final Engineering Study document			4	20				1	25
Hour Subtotal		40	20	234	96	10	30	9	439
Direct Labor Cost Subtotal		\$2,400	\$900	\$8,658	\$2,688	\$390	\$1,620	\$171	
Direct Labor Cost Total									\$16,827
Indirect Labor (1.2987 x Dir. Labor)									\$21,853
Profit 10 %									\$3,868
Total Labor + Indirect + Profit									\$42,548
Direct Expenses									
Mileage									\$330
Printing									\$245
Postage									\$50
Direct Expenses Subtotal									\$625
Engineering Study Total Compensation									\$43,173
2.0 Preliminary Design Phase									
2.1 Project Administration		1		7				1	9
2.2 Perform Environmental Classification				4					4
2.3 Coordinate Utility Relocation (if necessary)				0					0
2.4 Review project with Traffic Control Committee				4					4
2.5 Prepare 60% level plans for City and NHDOT review			8	40	48				96
Hour Subtotal		1	8	55	48	0	0	1	113
Direct Labor Cost Subtotal		\$60	\$360	\$2,035	\$1,344	\$0	\$0	\$19	
Direct Labor Cost Total									\$3,818
Indirect Labor (1.2987 x Dir. Labor)									\$4,958
Profit 10 %									\$878
Total Labor + Indirect + Profit									\$9,654
Direct Expenses									
Mileage									\$55
Printing									\$395
Postage									\$50
Direct Expenses Subtotal									\$500
Preliminary Design Phase Total Compensation									\$10,154
3.0 Final Design Phase/PS&E									
3.1 Project Administration		3		15				2	20
3.2 Continue coordination with all impacted stakeholders				8				1	9
3.3 Confirm that no ROW impacts are necessary		2		8	4				14
3.4 Prepare Public Interest Findings (PIF)				12					12
3.5 Prepare and submit 100% complete plans for review		14	16	80	40				150
3.6 Submit PS&E with Certifications			4	16	4				24
Hour Subtotal		19	20	139	48	0	0	3	229
Direct Labor Cost Subtotal		\$1,140	\$900	\$5,143	\$1,344	\$0	\$0	\$57	
Direct Labor Cost Total									\$8,584
Indirect Labor (1.2987 x Dir. Labor)									\$11,148
Profit 10 %									\$1,973
Total Labor + Indirect + Profit									\$21,705
Direct Expenses									
Mileage									\$55
Printing									\$370
Postage									\$50
Direct Expenses Subtotal									\$475
Final Design Phase Total Compensation									\$22,180
4.0 Bid Phase Services									
4.1 Project Administration				2					2
4.2 Assist City to advertise and distribute plans				8					8
4.3 Attend Pre-Bid Meeting				6					6
4.4 Address RTT's during bid period				8					8
4.5 Attend Bid Opening				6					6
4.6 Review Bids, make recommendation to award - City to prepare construction contract				4					4
Hour Subtotal		0	0	34	0	0	0	0	34
Direct Labor Cost Subtotal		\$0	\$0	\$1,258	\$0	\$0	\$0	\$0	
Direct Labor Cost Total									\$1,258
Indirect Labor (1.2987 x Dir. Labor)									\$1,634
Profit 10 %									\$289
Total Labor + Indirect + Profit									\$3,181
Direct Expenses									
Mileage									\$165
Printing									\$75
Postage									\$40
Direct Expenses Subtotal									\$280
Bid Phase Services Total Compensation									\$3,461

Personnel Classification Legend
 PIC - Principal In Charge
 SPE - Senior Project Engineer - QA/QC
 PM - Project Manager
 PE - Project Engineer
 PLS - Professional Land Surveyor
 2MC - Two Man Survey Crew
 SS - Support Staff

Total Project Compensation \$78,969

MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONTA, NEW HAMPSHIRE 03246
www.mitchellmunicipalgroup.com

WALTER L. MITCHELL
LAURA A. SPECTOR-MORGAN
NAOMI N. BUTTERFIELD
JUDITH E. WHITELAW (OF COUNSEL)
EDWARD E. LAWSON (OF COUNSEL)

TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 16-20

Title: **SUPPLEMENTAL APPROPRIATION TO CONSTRUCT A
VETERANS MEMORIAL AND ASSOCIATED IMPROVEMENTS
AT STEIN PARK**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. 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: 2/26/2020

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 33-20

**Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH EMERY
AND GARRETT GROUNDWATER INVESTIGATIONS OF MEREDITH, NH
TO PROVIDE AN ASSESSMENT OF THE ROCKY HILL ROAD WELLFIELD**

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: 2/26/2020

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 34-20

Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH
WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE
A WATER STORAGE ASSESSMENT, WATER TANK CONDITION
ASSESSMENT OF THE HAMILTON STREET WATER TANK,
AND A DISTRIBUTION SYSTEM MASTER PLAN UPDATE

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: 2/26/2020

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 35-20

Title: TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
FIVE-YEAR CONTRACT AMENDMENT (7/1/2020-6/30/2025)
WITH WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. FOR
COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE,
MUNICIPAL RECYCLING, AND WASTEWATER TREATMENT
SLUDGE DISPOSAL

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: 2/26/2020

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

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EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 36-20

Title: **TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH APEX
CONSTRUCTION OF SOMERSWORTH, NH FOR THE CONSTRUCTION
OF WASTEWATER TREATMENT FACILITY UPGRADES**

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: 2/26/2020

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 26, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 37-20

Title: **TO AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT WITH
WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE
RESIDENT INSPECTION AND CONTRACT ADMINISTRATION
SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE
UPGRADES AT THE WASTEWATER TREATMENT FACILITY**

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: _____

2/26/2020

By: _____

