



TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, May 09, 2018
6:00 PM
Council Chambers

1. CALL TO ORDER

2. PROOF OF POSTING

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. SPECIAL RECOGNITIONS

5.a Hooksett Municipal Employees - New Hires

5.b 2018 Citizen of the Year - Jeff Scott

[Staff_Report 2018 COY.docx](#)

[COY.pdf](#)

6. SCHEDULED APPOINTMENTS

6.a Annual Activity Update - Trustees of the Trust Fund

6.b Christine Soucie, Finance Director - Quarterly Financial Report for the Third Quarter of FY 2017-18.

[Quarterly Financial Report 3-31-18.pdf](#)

6.c Gianna Valentino

6.d Police Chief Janet Bouchard - General Discussion

7. APPROVAL OF MINUTES

7.a Public: 04/25/18

[TC Agenda 042518.docx](#)

7.b Public: 04/30/18

[TC Minutes 043018-U.docx](#)

**Anyone requesting auxiliary aids or services is asked to contact
the Administration Department five business days prior to the meeting.**

8. AGENDA OVERVIEW

9. PUBLIC HEARINGS

10. CONSENT AGENDA

10.a Motion to accept the donation of \$2,500.00 from Monique Cote-Melendez, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b, III (b) and return that amount to the Police Departments 2017-2018/2018-2019 fiscal budget, Donation line.

[Staff Report - Cote-Melendez K9 Donation.docx](#)

11. TOWN ADMINISTRATOR'S REPORT

12. PUBLIC INPUT - 15 MINUTES

13. NOMINATIONS AND APPOINTMENTS

14. 15 MINUTE RECESS

15. OLD BUSINESS

15.a New Pedestrian Bridge Update - (\$240,134.01 Change Order tabled from 4/25/18 Town Council Meeting)

[Staff Report - Lilac Pedestrian Bridge - Change order 2.docx](#)

[Lilac Pedestrian Bridge Change Order 2.pdf](#)

[LilacBridge#2.Memo - S. Keach.pdf](#)

15.b Rte. 3A & Hackett Hill Road Roundabout Update

16. NEW BUSINESS

16.a Post-Issuance Tax Compliance Policy and Procedures for Tax-Exempt Obligations

[SR Post Issuance Policy.docx](#)

[Hooksett's Post Issuance Compliance Policy.doc](#)

16.b 15 Cross Road, LLC - Memorandum of Agreement for subdivision improvements at 15 Cross Road Tax Map 17, Lot 37

[SR 15 Cross Road.docx](#)

Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.

[MOU Cross Road.12.04.17.CLEAN.DOCX](#)

16.c 2018 Paving Bids

[Staff Report - 2018 Road Paving Bids.docx](#)

[2018 Advanced Paving Bid.pdf](#)

[2018 GMI Asphalt Paving Bid.pdf](#)

[2018 Brox Paving Bid.pdf](#)

[2018 Pike Paving Bid.pdf](#)

16.d Comcast Renewal

[Comcast Letter 041018.pdf](#)

16.e Hooksett Shuttle Program - Status Update and Proposed Rider Criteria Changes

[staff report - shuttle program.docx](#)

16.f Approval of a Town Newsletter - Spring Tax Bill Insert

[Staff Report - Tax Bill Newsletter.docx](#)

16.g Fire Chief Employment Contract Amendment

[FIRE CHIEF BURKUSH CONTRACT AMEND 042617.pdf](#)

17. SUB-COMMITTEE REPORTS

18. PUBLIC INPUT

19. NON-PUBLIC SESSION

19.a NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her.

19.b NH RSA 91-A:3 II (b) The hiring of any person as a public employee.

19.c NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

20. ADJOURNMENT

Public Input

Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.
4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.

Staff Report

Title: 2018 Citizen of the Year, Jeff Scott

Date: May 9th, 2018

Background Discussion of Issues
<p>The Hooksett Lion's Club has selected Jeff Scott as the 2018 Hooksett Citizen of the Year. Each year, the Town Council presents a proclamation to the recipient at the Citizen of the Year Ceremony, which will be held on Friday evening, May 18th, 2018 at the Puritan Conference Center. Social hour will begin at 6:00pm, followed by dinner and program at 7:00pm.</p>
Recommendation (Including Suggested motion, if appropriate)
<p>Motion to authorize the Chair or his designee to present the Citizen of the Year Proclamation as read to Jeff Scott at the 2018 Citizen of the Year Dinner and Ceremony</p>
Fiscal Impact
<p>None</p>
Prepared By: Nick Germain, Project Coordinator
Town Administrator's Recommendation
<p>Concur</p>



PROCLAMATION BY HOOKSETT TOWN COUNCIL

PROCLAIMED THAT WHEREAS, the Hooksett Lions Club is an organization dedicated to providing public service to the community; and, annually, on behalf of the Town of Hooksett, honors a citizen for providing outstanding service to the community; and,

WHEREAS, the Hooksett Lions Club has named Jeff Scott as the "Hooksett Citizen of the Year" for this year, Two Thousand and Eighteen, A.D.; and, the Hooksett Town Council has been elected by the voters of Hooksett to represent the Town in all matters relating to the governance thereof, then,

BE IT PROCLAIMED THAT, the Hooksett Town Council would like to take this opportunity to congratulate Mr. Scott on being recognized for his outstanding service to our citizens as Scout Master of the local Troop 292,

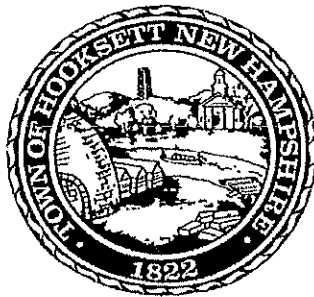
Furthermore, the Hooksett Town Council hereby offers it's thanks to Mr. Scott for the aforementioned outstanding service to our community and for making Hooksett "a better place in which to live",

Proclaimed on this, the 9th Day of the year Two Thousand and Eighteen, A.D. by the Hooksett Town Council.

Respectfully of behalf of the Hooksett Town Council,

James A. Sullivan
Chair, Hooksett Town Council

Town of Hooksett New Hampshire



Quarterly Financial Report For March 31, 2018

Third Quarter of FY 2017-18

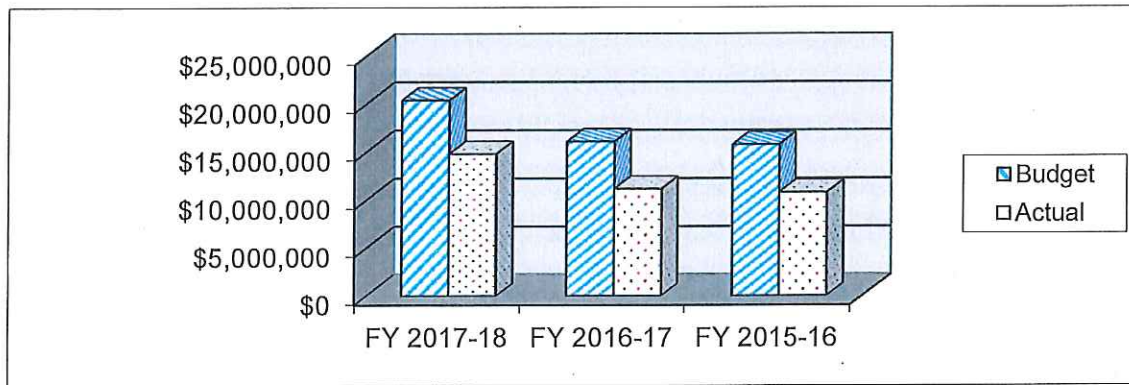
Unaudited

General Fund Third Quarter Ending March 31st

The Quarterly Financial Report summarizes expenditure and revenue projections for the Town of Hooksett. This report shows a three year history of the major expenditures and revenues. Budget Summary reports are provided monthly, which report year-to-date expenditures and revenues in detail.

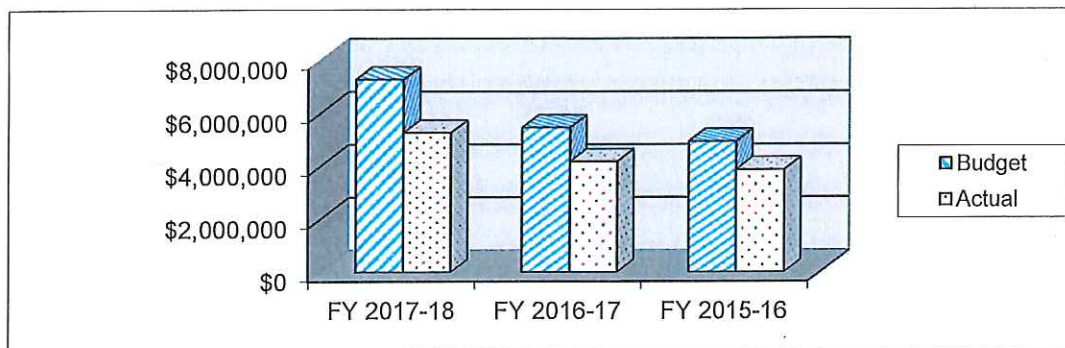
Total Operating Budget

Year		¹ Budget		Actual	Remaining Budget	%
FY 2017-18	\$	20,348,576	\$	14,788,360	\$ 5,560,216	73%
FY 2016-17		16,059,252		11,141,073	4,918,179	69%
FY 2015-16		15,742,298		10,763,091	4,979,207	68%



Total Revenues

Year		¹ Budget		Actual	Uncollected Budget	%
FY 2017-18	\$	7,277,548	\$	5,259,978	\$ (2,017,570)	72%
FY 2016-17		5,451,774		4,168,888	(1,282,886)	76%
FY 2015-16		4,929,017		3,860,119	(1,068,898)	78%



Notes: Removed the Wastewater from both the General Fund Operating Budget and Revenues.

1) Budget amounts include encumbrances, transfers, grants and donations approved by Council as of March 31st of each year.

TOWN OF HOOKSETT - BUDGET SUMMARY FY 2017-18

March 31, 2018

73.08% of the year has expired

39 of 52 pay weeks has expired or 75%

Department	2017-18 Approved Budget	Budget Transfers	* Budget Increases	2017-18 Adjusted Budget	2017-18 Actual YTD	(Over) Under Expended YTD	Percent Expended
Administration	1,316,801	(218,379)	22,574	1,120,996	770,217	350,779	68.71%
Assessing	173,623	1,326	0	174,949	111,289	63,660	63.61%
Family Services	194,951	(455)	0	194,496	83,040	111,456	42.69%
Finance	236,697	6,271	0	242,968	161,297	81,671	66.39%
Fire-Rescue	3,924,067	86,748	73,517	4,084,332	2,970,929	1,113,403	72.74%
Police	4,638,745	(3,629)	3,377	4,638,493	3,001,918	1,636,575	64.72%
**Public Works	4,877,708	120,776	3,734,452	8,732,936	6,650,545	2,082,391	76.15%
Tax Collection	265,896	7,442	0	273,338	165,568	107,770	60.57%
Town Clerk & Elections	29,167	(40)	0	29,127	19,827	9,300	68.07%
Administration's Budget	15,657,655	60	3,833,920	19,491,635	13,934,630	5,557,005	71.49%
Budget Committee	7,956	(60)	0	7,896	6,125	1,771	77.58%
Capital Leases	67,474	0	0	67,474	67,369	105	99.84%
Cemetery Commission	841	0	0	841	674	168	80.08%
Conservation Commission	1,277	0	0	1,277	110	1,167	8.58%
Debt Principal	0	0	0	0	0	0	0.00%
Debt Interest	0	0	0	0	0	0	0.00%
Debt Tax Anticipation Note (TAN)	1	0	0	1	0	1	0.00%
Library	779,452	0	0	779,452	779,452	0	100.00%
Total General Fund Operating Budget	16,514,656	0	3,833,920	20,348,576	14,788,360	5,560,216	72.68%
Wastewater Department	2,093,341	0	0	2,093,341	0	2,093,341	0.00%
Sewer and/or other infrastructure on Westside	100,000	0	0	100,000	7,594	92,406	7.59%
New Command Style 4x4 for Fire	50,000	0	0	50,000	50,000	0	100.00%
Refurbish Fire Engine 5	50,000	0	0	50,000	37,322	12,678	74.64%
Public Works Vehicles CR	200,000	0	0	200,000	200,000	0	100.00%
Automated Collection Equipment CR	30,000	0	0	30,000	30,000	0	100.00%
Drainage Upgrades CR	50,000	0	0	50,000	50,000	0	100.00%
Parks & Recreation Facilities Development CR	15,000	0	0	15,000	15,000	0	100.00%
Town Building Maintenance CR	75,000	0	0	75,000	75,000	0	100.00%
Air Pack and Bottles CR	20,000	0	0	20,000	20,000	0	100.00%
Fire Apparatus CR	50,000	0	0	50,000	50,000	0	100.00%
Emergency Radio Communications	50,000	0	0	50,000	50,000	0	100.00%
Revaluation CR	30,000	0	0	30,000	30,000	0	100.00%
Master Plan CR	10,000	0	0	10,000	10,000	0	100.00%
Conservation Land Improvements CR	10,000	0	0	10,000	10,000	0	100.00%
2017-18 Grand Totals	19,347,997	0	3,833,920	23,181,917	15,423,276	7,758,640	66.53%

* Includes prior year encumbrances of \$3,763,154.

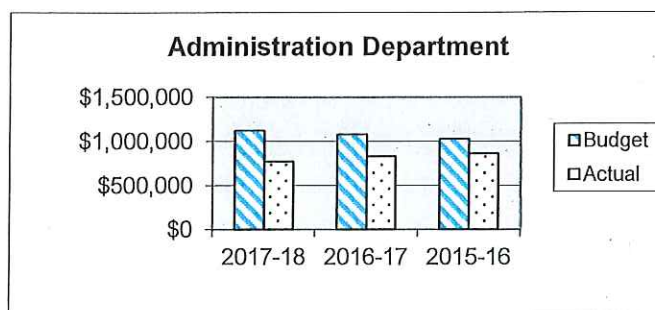
**** Public Works**

Community Development	506,301	(30,322)	0	475,979	284,018	191,961	59.67%
Highway	2,696,490	56,990	3,734,452	6,487,932	5,235,717	1,252,215	80.70%
Parks, Recreation & Cemeteries	566,877	37,051	0	603,928	390,147	213,781	64.60%
Recycling & Transfer	1,108,040	57,057	0	1,165,097	740,663	424,434	63.57%
Total Public Works	4,877,708	120,776	3,734,452	8,732,936	6,650,545	2,082,391	76.15%

Major Department Expenditure

Administration Department

Year	Budget	Actual	%
2017-18	\$1,120,996	\$ 770,217	69%
2016-17	1,079,494	831,102	77%
2015-16	1,028,017	861,662	84%

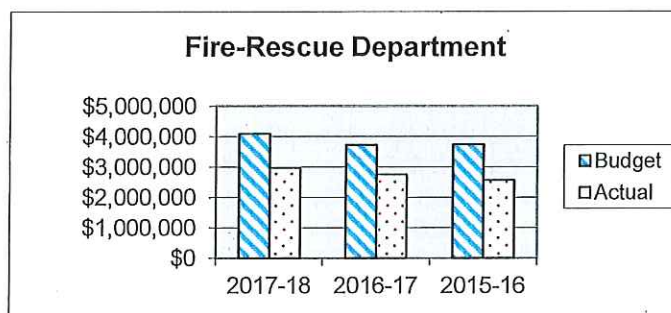


Administration Department - The budget has remained relatively stable for the last three years. Actuals are a little lower than last year due to the timing of the liability insurance payment for March. This department is responsible for large town wide expenditures, such as property liability insurance and workers compensation, legal service and computers. The largest change in the budget is an increase in property liability insurance of \$25,000. This increase is a result of what was actually spent in past years.

The legal line can be the most volatile of the town wide expenditures within Administration, as of this report the town has spent 82% of the legal budget. This compares to last March 31st which was 56% spent and March 31, 2016 which was 73%.

Fire-Rescue Department

Year	Budget	Actual	%
2017-18	\$4,084,332	\$2,970,929	73%
2016-17	3,717,100	2,751,699	74%
2015-16	3,736,104	2,562,160	69%

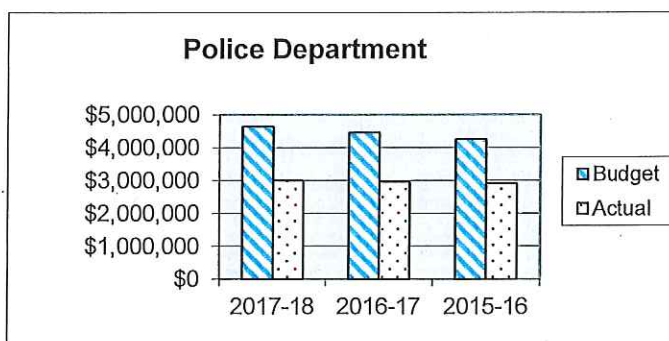


Fire-Rescue Department - The FY 2017-18 budget has increased just over \$300,000 or 8%. This increase is largely due to a 3% increase in wages and overtime, a 1% increase in the employer share of NH Retirement; a 2% increase in health insurance costs and another 2% in general operations.

The spending has increased each year, but has stayed at or near the March benchmark of 73%. Minimum staffing is being utilized to keep the department's expenses down. The department is struggling with vehicle maintenance, such as frame work for Engine 4, light repairs to Engine 1, electrical issues and a rebuilt regulator for Engine 2 and Truck 1 had electrical issues and a leaking cylinder repaired, new tires and a new radiator.

Police Department

Year	Budget	Actual	%
2017-18	\$4,638,493	\$3,001,918	65%
2016-17	4,457,545	2,960,532	66%
2015-16	4,248,664	2,909,894	68%

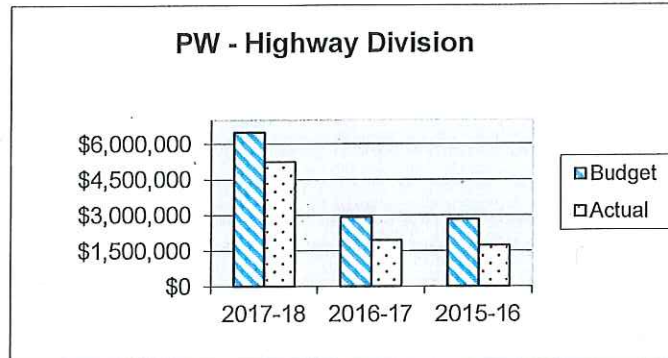


Police Department - The overall increase in this Police budget for the last three fiscal years was just over \$400,000 or 10%. Wages increased 6.9% and the employer share of NHRS increased 3%. Health insurance had a slight increase of .5% and general operations decreased just under 1%.

Major Department Expenditure, Continued

The department historically underspends its budget due to vacant positions. The increase in actuals spending is from the additional staffing of three full-time patrol officers that have been added in the last three budget years. During the current year, there were six open positions. The average length in time the positions were unfilled was 4.8 months.

PW - Highway Division			
Year	Budget	Actual	%
2017-18	\$6,487,932	\$5,235,717	81%
2016-17	2,909,332	1,941,717	67%
2015-16	2,814,023	1,727,132	61%

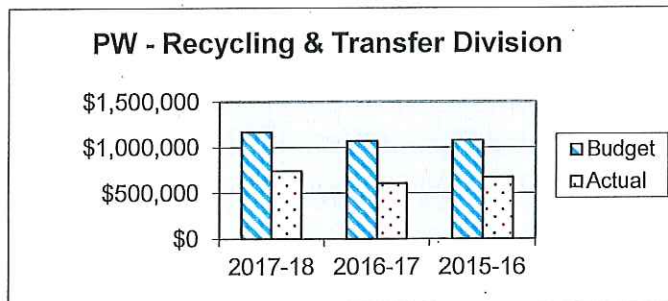


PW - Highway Division - This division of Public Works includes Roads, Fleet and Building Maintenance. The FY 2015-16 budget includes \$489,388 for road paving that was encumbered from the prior year. In FY 2016-17 there was \$541,751, and in FY 2017-18 there was \$241,381 in road paving encumbrances. Also FY 2017-18 has \$3,424,776 of encumbrances for the Lilac Pedestrian Bridge. If you remove the encumbrances from each of the budget years, the actual budget has increased \$350,000 over the three years, and \$300,000 of that increase is due to the road reconstruction warrant that passed in 2016.

Year to date actuals are 81% of the budget, which is higher than the prior two years. This is a direct impact of the pedestrian bridge. As of March 31st, the town has spent \$3.2 million on this project. All three spans of the new bridge were installed by late fall and the sewer line was moved to the new bridge in late December. If you remove the \$3.2 million for the bridge from the actual spent of \$5.2 million that leaves \$2 million spent on regular Highway projects which is comparable to other years.

Staffing for the highway division has remained level for the past three year. As of March 31st all positions are filled.

PW - Recycling & Transfer Division			
Year	Budget	Actual	%
2017-18	\$1,165,097	\$740,663	64%
2016-17	1,070,146	608,900	57%
2015-16	1,077,689	671,353	62%



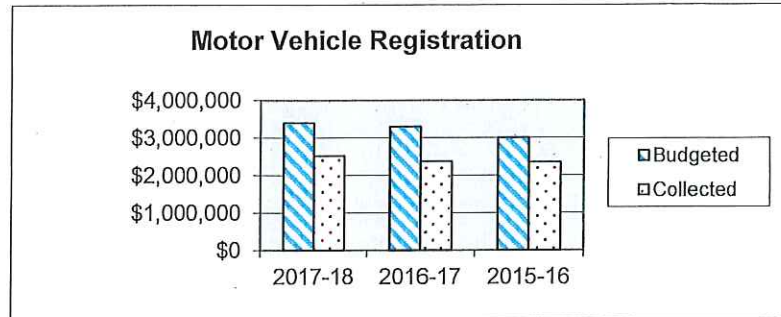
PW - Recycling & Transfer Division - The budget has increased \$75,000 or 7% over the past three years. Wages and overtime have increased just over a half of a percent, and there has been no changes in the staffing levels. Health insurance has increased by \$50,616 or 5% due to employee plan changes and increase in premiums. The disposal of trash has increased 1.5% over the last three years.

The department historically underspends its budget due to vacant positions. During the current year, there has been two driver positions vacant, both were vacant for 5 months. All positions are currently filled.

As of March 31st, the Town has spent \$288,977 on trash disposal for the year. This compares to last year at this time having spent \$229,663 and the five-year average of \$241,528. The rates for trash disposal have increased in accordance with our service contract and the cost to recycle has gone up as well.

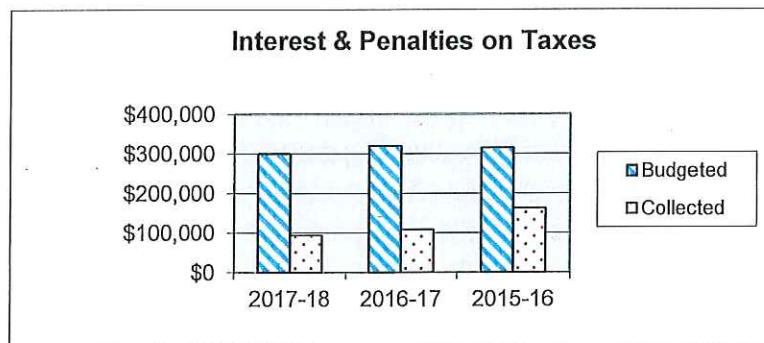
Major Governmental Revenues

Motor Vehicle Registration			
Year	Budget	Actual	%
2017-18	\$3,400,000	\$2,519,539	74%
2016-17	3,300,000	2,374,481	72%
2015-16	3,000,000	2,350,283	78%



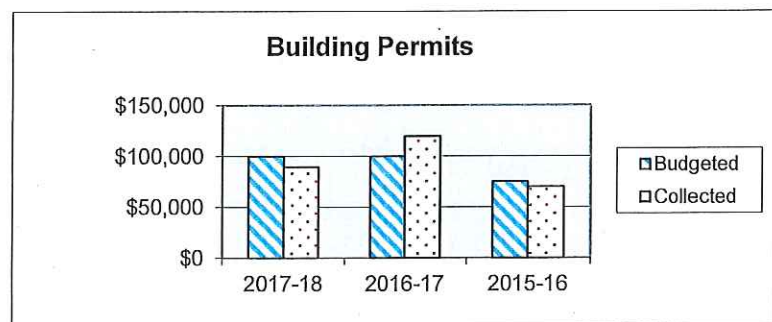
Motor Vehicle Registration - The top revenue source for the Town are fees collected for registering motor vehicles. The increase in the budget for the last several years is based on actuals collected at the end of the year. At the end of FY 2016-17 the town collected \$3,456,724. June 2016 collections were \$3,480,590 and in June 2015 the town collected \$3,199,772.

Interest & Penalties on Taxes			
Year	Budget	Actual	%
2017-18	\$ 300,000	\$ 93,857	31%
2016-17	320,000	108,375	34%
2015-16	315,000	162,513	52%



Interest & Penalties on Taxes - This interest comes from property taxes not being paid timely and the penalties are fees to execute liens and notices. Many property owners pay off delinquent taxes in the spring to avoid the Town deeding their property. Property owners will also pay off delinquent taxes when they are selling their property. The 2017-18 budget was lowered to \$300,000 in October when the tax rate was set. Collections have dropped off over the last three years finishing at \$292,779 in 2017, \$320,208 in 2016 and \$387,924 in 2015.

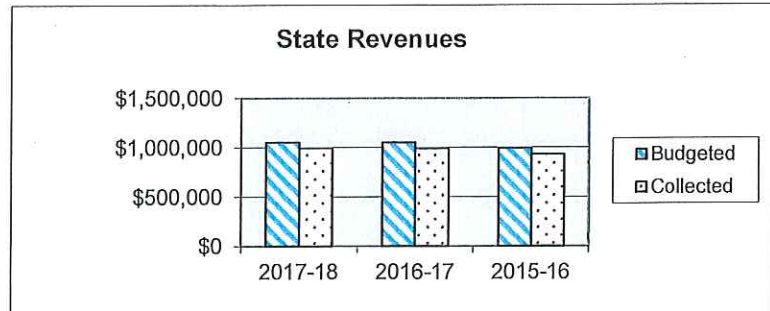
Building Permits			
Year	Budget	Actual	%
2017-18	\$ 100,000	\$ 89,518	90%
2016-17	100,000	119,637	120%
2015-16	75,000	69,866	93%



Building Permits - These fees are paid for residential and commercial construction permits. In FY 2015-16 SNHU paid for permits for both the new library and welcome center. In FY 2016-17 permits were issued to GE and electrical permits to SNHU. In FY 2017-18, permits were issued for multi-family housing units, commercial strip mall on West River Road and Target's renovation.

Major Governmental Revenues, Continued

Year	State Revenues		
	Budget	Actual	%
2017-18	\$ 1,053,183	\$ 991,663	94%
2016-17	1,048,826	988,740	94%
2015-16	990,978	932,231	94%



State Revenues - The Meals and Rooms Tax and the Highway Block Grant have been steady for the last three years. The Town has not received any funding from the State Shared Revenues since FY 2009-10. In July of 2017 the State sent additional Highway Block Grant funds to each community. Hooksett's share was \$260,243.87. Since these funds were not budgeted, they will be used for additional highway projects/equipment not already budgeted.

Lilac Pedestrian Bridge - The town has received half or \$350,000 of the State's share for the bridge work and expects to receive the balance at the end of the project. Impact fees in the amount of \$593,030 have been recognized in February 2018 and the Wastewater share of \$500,000 has been requested. The balance for the bridge project of \$2 million to be funded from the town's fund balance.

Other Revenues	Over		
	Budget	Actual	Budget
Interest on Investments	\$ 50,000	\$ 114,885	\$ 64,885
Sale of Town Property	1,500	111,892	110,392

Town Council Meeting – April 25, 2018



TOWN COUNCIL Regular Meeting Wednesday, April 25, 2018 6:00 PM Council Chambers MINUTES

CALL TO ORDER

Chairman Sullivan called the meeting to order at 6:00 pm.

PROOF OF POSTING

Dr. Shankle provided proof of posting.

ATTENDANCE

Chairman James Sullivan, Councilor Robert Duhaime, Councilor John Giotas, Councilor Marc Miville, Councilor James Levesque, Councilor David Ross, Councilor Timothy Tsantoulis, and Councilor Donald Winterton.

Absent: Councilor Alex Walczyk,

PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

Hooksett Municipal Employees - New Hires

Town Council - District #4 Councilor Marc Miville

Councilor Marc Miville is resigning to become Town Moderator. A plaque was presented to him in recognition of his years of service.

SCHEDULED APPOINTMENTS

Kiwanis - September Trail Race

Mike Horne: Kiwanis is planning to do the race with Old Home Day. It will be called "Book It to the Library." They would like approval. Kiwanis will get insurance for \$1 million. They will get permission from property owners that are crossed. They are looking to borrow some traffic barricades and cones. We hope the Council will support this. This is a family event where it is a walk/run event. This is an opportunity to use and see the trail that is available in the town.

Donald Winterton motioned that the Council recommend the Staff does whatever is necessary to facilitate at the race on September 15. Seconded by David Ross.

Vote unanimously in favor

Police Chief Bouchard - new department program

The Chief was joined by Officer Jordan McCluskey and Sergeant Michael Zappala. Both officers were recently recognized by the American Legion.

Town Council Meeting – April 25, 2018

Chief Bouchard: We are keeping the department moving forward and implementing new programs. I have been speaking to employees and residents and have found there is an interest in getting a K-9 unit in Hooksett. We are looking for the Council's support.

(See PowerPoint)

D. Winterton motioned that the Council support the Chief and the Police Department in their Fundraising efforts to bring the K-9 Program back to the Hooksett Police Department.

Seconded by D. Ross

Vote unanimously in favor.

APPROVAL OF MINUTES

Public: 04/11/18

R. Duhaime motioned to approve the minutes of April 4, 2018. Seconded by J. Giotas.

Vote unanimously in favor with corrections

CONSENT AGENDA

D. Winterton motioned to accept the donation of \$250.00 from Wal-Mart to the Town of Hooksett for the Hooksett Fire-Rescue Dept. per RSA 31:95 b III (b). Seconded by D. Winterton.

Vote unanimously in favor

[Staff Report Walmart 042518.docx](#)

D. Winterton motioned to accept the donation of \$250.00 (two \$125.00 checks) from the Wing family to the Town of Hooksett under RSA 31:95-b III (b). These funds will be applied to the Town fund and reported as revenue which will increase the Town's fund balance used to offset taxes. Seconded by R. Duhaime.

Vote unanimously in favor

[SR Unanticipated Rev under 10K.docx](#)

[Wing Family Donation.pdf](#)

D. Winterton expressed concern that addresses are not provided from the person making the donation.

Staff will provide clarification on how the donation process works.

TOWN ADMINISTRATOR'S REPORT

- Working on the Fire Union negotiations.
- Attended a meeting at the American Legion
- Attended a meeting with SNHU
- In the process of advertising for the DPW Director position.
- There are two new hires
Ricky Demers-Park and Rec Driver/Laborer and
Joseph Devarenne – Driver/Laborer (part time)
- Resignation
One (1) Driver/Laborer left for a \$7/hr. increase.
- One (1) application was received for the Fun in the Sun Health Care position

Town Council Meeting – April 25, 2018

- Currently searching for Secretary (Part time) in Administration
- A letter was received from Comcast.

The Letter was read to the Council regarding renewal of their agreement. (see 5/9/18 agenda & minutes)

Comcast will be placed on the next agenda to discuss how the Council would like to move forward.

- Our Police Chief will be going into a Leadership in Public Service Certificate Program. At SNHU this morning, they agreed to scholarship that program.
- The Fun in the Sun Program is not full and there is still plenty of space for campers.
- We were accepted to the Municipal Bond bank for the Safety Center bond. We will need a special meeting next Monday night to accept it. It must be done by the 8th of May.

A meeting will be scheduled for April 30th at 6:00 pm.

- We will discuss the issue of discontinuing Districts for Councilors at the annual workshop.
Mr. Miville stated he is in favor of eliminating Districts.
- State Law permits people to carry weapons, even on School Property. This is particularly concerning during an election. With school in session, I don't know if the School Board has addressed that.

Mr. Sullivan: There is a School policy that restricts weapons of any type. I suggest you reach out to the Superintendent. It may be an issue that the town and school need to work out.

- The Hooksett Police Department is conducting an active shooter drill at the Cawley Middle School this week.

Chief Bouchard: The training is going well. All the officers will participate over three (3) days. It is a very realistic training with students involved as actors. We are shooting blanks and the first exercise with live shooting of blanks raises the intensity of the training. There is no down time. CBS news in Boston is interested in filming this training.

- The Hooksett Preservation has requested a proclamation for Preservation Month, May 2018. (read letter – see attached)

M. Miville motioned to proclaim May 20th as Preservation Day in Hooksett. Seconded by D. Ross.

Vote unanimously in favor.

PUBLIC INPUT - 15 MINUTES

Jo Ann McHugh, 14 Jefferson St: I was the town individual who spoke to the Town Administrator and the Superintendent regarding the incident that happened at the election. I Spoke to Chief Bartlett at the time and I didn't know that public law is if a State has open carry, that rules the day; therefore they have the right to come in and open carry at the election. It is the concern of both the student and community and what protocol is in place to insure that nothing

Town Council Meeting – April 25, 2018

happens. People have suggested they close school every time they vote. That is fine but when adding snow days, the calendar gets extended. What about locking the whole section of the school? I just brought it up as a concerned parent, grandmother and citizen and I think a decision has to be made between the town and the school. Are we forced to hold our election in another location? I appreciate Dr. Shankle taking the time to discuss this and I ask that you work with the school on this matter.

Peter Salvitti, representing Utility Service Assistance: We submitted a bid for street lighting that will be voted on tonight. We saw bid numbers and about three (3) weeks later we were asked to show our fixtures. I've learned that it is possible that the low bid is going to be accepted by the Board which is Pine Ridge Technologies. I have been in touch with Diane and asked Pine Ridge to provide me with the name of the fixtures to compare apples to apples. We compare the wattage so you have enough light. They said they don't know what manufacturer they are using. I called Pine Ridge to get the manufacturers name. I just received it on the way here. The company, Leo Tech, uses components from different manufacturers. The company I represent is Philips Lighting. I noticed in the parking lots that they are using 18 watt in place of a 50 watt. That brings the cost much lower than I can provide at a 25 watts. There was no wattage requested by the town. I heard they were going to come in with 15 watt fixtures and undercut us. My suspicion is when a union company comes here from Mass with a bid of \$9000 lower than mine which has been worked on to give a reduced cost, my conclusion is with the information on the fixtures they are using, I hoping we can postpone the bid finalization and I can take another look. My fixtures have a smart tag. There is a code that can be scanned and goes on a GIS map. It has location, date of installation and wattage. It is a feature no one else offers. We build all of our fixtures. I don't know how long Leo Tech has been around. This fixture alone will show why it is worth more money. If you can give me some more time before you award the bid, I can prepare the information.

Peter Farrwell, 24 Grant Drive: I want to thank Councilor Miville for his work on the Council. He has always worked for our neighborhood.

I've talked to several people about the roundabout at 3A and I haven't found anyone who is aware of it and secondly, are in favor of it. They are more concerned about the traffic at Main and 3A. I've done an informal survey and I see little back-up where the roundabout is going to be except for at 4 or 5 o'clock. The infusion of the construction when it is being built including the increase in trucks from Route 93 will be huge. Ask the State to go two (2) years with a traffic light and if it doesn't work then you can take it out.

Since we have had the Franchise fee with Comcast; the Farrwells have paid \$600 in fees. Not everyone pays it. If you have Direct TV, you don't pay; so only the Comcast people are paying it and that is unfair.

A couple months ago the Kiwanians spoke to you about the splash pad and they worked very hard to bring forward a great plan. You slammed the door in their face. Here is an organization that worked very hard. Those that are on the Council next term should look at a Rec. Hall for the town. I realize there is a cost and insurance but this is a chance for all in the community to work together and look at Rec. Hall.

With the Union Leader not having a representative here and the limited Banner, we get little information on what is happening here. I talked to Dr. Shankle about asking other directors to write weekly articles in the Banner. The story of the K-9 officer is great and we don't hear about

Town Council Meeting – April 25, 2018

it. Maybe we can get an intern to do some publicity for us.

I was disturbed at the recyclable cost. If it is costing us so much, maybe it is time to get rid of the program and discontinue the truck. We should just have one truck to take care of everything.

OLD BUSINESS

Stipend reimbursement (tabled from 04/11/18 Town Council Meeting)

D. Winterton motioned to remove this from the table. Seconded by R. Duhaime.

Vote unanimously in favor

D. Winterton motioned to accept the contract stipend reimbursement of \$4,995 from the State of New Hampshire Police Standards and Training Council, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b: III(b) and to return the funds to the Police Department's 2017-2018 fiscal budget under the wage line

Seconded by T. Tsantoulis

Vote unanimously in favor

[Staff Report - PSTC Stipend Reimbursement.docx](#)

[20180323145852161.pdf](#)

48 Pine Street Map 5 Lot 86 (4/11/18 Town Council Motion for Planning Board Review)

[Staff Report - 48 Pine St..docx](#)

J. Sullivan motioned to remove this item from the table. Seconded by D. Winterton.

Vote unanimously in favor

Dr. Shankle: The Planning Board met with Matt Surge. Per the minutes, the Planning Board should send a letter to Council recommending approval. The opinion of the Planning Board was the town's liability was removed.

D. Winterton motioned to accept the well radii release form in lieu of the previously approved well radii easement. Seconded by R. Duhaime

D. Ross: My concern is the town's liability. Where is the document that says the town is removed forever from causing infiltration to the well?

Dr. Shankle: The Town's legal counsel says we will not be liable but I agree with Mr. Ross.

D. Ross: This is only a legal opinion. It is advice. There is also a precedent for someone else to be allowed to do this as well. Without a document that says we cannot be held liable, I can't support this.

M. Miville: What is the liability? Should we vote no?

Dr. Shankle: If you vote no, they can't drill a well. I don't know what they will do. There is water near it. There will be a cost. My thoughts are based on the fact that you will never get out of the liability and we will spend money defending ourselves in court.

T. Tsantoulis: My concern is for the town and the homeowners as the process plays forward.

Town Council Meeting – April 25, 2018

The well radii is needed to keep the well away from contaminants. I understand the contractor's concern and they assumed they could put a well in and since found out they can't. I don't like putting the town at a future risk because of a water issue down the line. And since there is a remedy, although at a great cost, that would be the best thing to do. I would not be in favor of the motion.

J. Levesque: I agree with Dr. Shankle and I think we should adhere to our regulations.

J. Sullivan: I don't know why it is under the authority of the Council to overrule regulations. I don't think the Council has ever ruled against a regulation. I will agree with the recommendation of the Planning Board.

D. Winterton: The Planning Board grants waivers and the Zoning Board grants variances. This is neither.

Roll Call Vote

<i>R. Duhaime</i>	<i>No</i>
<i>M. Miville</i>	<i>No</i>
<i>D. Ross</i>	<i>No</i>
<i>J. Levesque</i>	<i>No</i>
<i>J. Giotas</i>	<i>No</i>
<i>D. Winterton</i>	<i>Yes</i>
<i>T. Tsantoulis</i>	<i>No</i>
<i>J. Sullivan</i>	<i>Yes</i>

Vote 2:6 motion failed

Rte. 3A & Hackett Hill Road Roundabout Update

Dr. Shankle sent a letter last week as requested by the Council.

New Pedestrian Bridge Update

[Staff Report - Change order 2 - ED Swett.docx](#)

[Transfer #2018-03.pdf](#)

Diane Boyce introduced Steve Keach, Town consulting engineer and Darin Benoit and Bob Durfee from Dubois and King.

Darin Benoit: The bridge section is in place. The structural concrete is done. The sewer line is done. They are working on the water line which is not in service yet but should be in a week. The next step is to bring in the communication lines. There are four (4) underground ducts of which two (2) will be full and two (2) are for future use. The plan is for completion on May 13, 2018. The final completion date of the contract is June 1, 2018.

D. Boyce: With this change order we are asking for payments tonight.

ED Swett submitted Change Order #2 in the amount of [\\$240,134.01](#). of this \$240,134.01, \$100,000 will be coming from contingency money built into the project; the State of NH DOT is providing the Town with an additional \$100,000 for their share of the project.

Town Council Meeting – April 25, 2018

J. Sullivan: What is the need for the change?

S. Keach: I came into the project after the change on April 2nd when I attended a meeting with Diane and others on the project. I then got the project documents. The Change Order #2 was issued on January 18th and was a request of a change, not a change in material as much as the logistics of the project. They include winterize the sewer system by- pass, demobilization for winter shutdown, installation of site security for shut down, demobilization and increased effort to install line and water under-bridge during winter condition and increased effort to install timber decking. This results from the temporary shutdown in October. There was a shutdown for 19 days.

Dr. Shankle: That is incorrect. There was not a shut down. At one point, I asked them if they could stop work on that end and they said yes, we can work on the other end, this will not hold us up.

S. Keach: That is contrary to what I was told. Per the contract documents, if there was a shutdown of work which was not caused by the contractor, and there was a delay in the work at a critical time, which the record showed the installation of accommodations for water and sewer; the contract is entitled to remedy. The remedy entitled to the contractor per the contract documents were to quantify that cost through a change order and submitted by the contractor on January 8th and processed by Dubois and King on January 18th. There are six pages of breakdown that relate to them. I will leave the matter of the shutdown to Dr. Shankle because he is familiar with it and Diane and I are not. Based on the material aspect of the change order, I was asked to comment by Diane on Change Order #2 which I wrote on April 5th.

I have 3 bullets, two are factual and the third is my opinion (read from report)

Darin Benoit: This was supposed to be done in December, so these costs are for storage.

Dr. Shankle: Can you tell me they had everything they needed on site on December 9th because I know that it is not true.

Darin Benoit: The role of Dubois and King... there is an understanding that there is an adversarial condition. We are just instituting the contract. We started working on this Change Order #2 on December 5th. We established the format for this with town staff. When this was put in place it was outside of the 30 days we had to put it in place. The contract says after a certain amount of item, we don't wait for future pricing. It is unfair and outside the spirit to look at real costs 4 months later. The contractor is taking the risk. We are not trying to put the contractor at a disadvantage. We are an arbiter. We verified these costs. Working for the town, we verified the numbers. Looking back at the documents, we had regular construction meeting and we said we were not working on the water line with these conditions. Month after month they didn't work on the water line. That was agreed by the team. Now you are going outside the bounds of fairness.

S. Keach: The preparation of Change Order 2 was based on the Town's record and done at the request of the Town Engineer at the time and in the time frame requested.

Town Council Meeting – April 25, 2018

Dr. Shankle: One of the issues had been the town attorney has told us not to pay the bills and to only consider paying Change Order# 2 if it will impact the Town's ability to receive State funding. Have we found out if that is true? The State is not involved in the building of the bridge. They were involved in tearing down the old bridge. Do we know that the State has an issue with us not paying Change Order #2?

Darin Benoit: The State letter has 3 items. The State doesn't check all the records and they have paid \$340,000. They look at the demo and the sewer by-pass. Without us being able to build the by-pass, we cannot do that. Demobilization of the sewer line is the third item. Those items have been completed and invoiced and have not been paid. The State is looking for those receipts.

Dr. Shankle: What about a partial payment?

Darin Benoit: The issue is you need the contractor to invoice appropriately to make a partial payment.

R. Duhaime: I would like more information to make this decision. We hired you as the engineers to look out for us. As an engineering firm, there should be some cost savings; where did you save us money? You have been clerk of the works; where were our savings? Instead you are looking for more money. You should show us more information on where we are and where we going. These are speculative numbers and there are no hours and numbers and you are saying the forecasts look about right. Where is the breakdown of the extra hours due to winter?

S. Keach: I believe the information is in the change order.

Darin Benoit: If you look at the work that has been done, we are very close to our budget. But when we did the shutdown that changed. We are not looking to be under budget, we have a budget and that is how we worked. They were not able to conclude this project in December. They demobilized and remobilized with a difficult winter. That delta went from a smooth project to these problems.

R. Duhaime: Before work was hindered, was there anything ahead of schedule before this happened?

Dr. Shankle: I just didn't decide it was time to stop the project. We never got what we ordered and we still haven't gotten close and don't what it will cost to fix it and we have been asking for that since December.

D. Winterton: Are you saying that if we had sat silent in October that the bridge would have been up and operational in December?

Bob Durfee: At the time of the stop work order being issued, on October 10th, we were on schedule and on budget to complete in December.

D. Winterton: Was it what we contracted for? There is no one here that thinks we got what we contracted for. And who signed the stop order?

Town Council Meeting – April 25, 2018

Bob Durfee: It was issued by the town and it was signed by either Dean Shankle or Jim Donison.

D. Winterton: Can we get a copy of that document?

Daren Benoit: Yes and the town should have a copy since they wrote it.

J. Sullivan: There was one span which is not the way we wanted it. That is the root cause. When we were told of that discrepancy, we asked for a stop work on that span and asked for work to be done outside that area. Of this change order, which is a 19 day stop order, that is where I am confused.

Bob Durfee: The stop work order was issued by the town and worded to stop work on the north span. That stop work order was in effect for 10 weeks before it was lifted and the contractor resumed. That is approximately 10 weeks. That is what this change order is about; the effect of that change on the contractor. After the stop work order was issued, we convened a meeting of the team, the town, the contractor the engineer, the water precinct and the sewer commission and the purpose was to discuss the implications of the stop order and what work the contractor would stop work on and what items the engineer and contractor could continue with. At that meeting we came to an agreement on several items we wouldn't continue and some we would continue on. Minutes of those meetings have been published.

J. Sullivan: Of the items that could not be done; those are reflected in this \$240,000 or are there other items?

Bob Durfee: They are in the \$240,000 Change Order. There are some items included that we determined had to continue because of the extended schedule, for example, because of the 10 week delay, the contractor still had to do the by-pass pumping and pay electric bills. In that Change Order there are cost for some items that were agreed to be stopped under the stop work order but when they resumed there was additional cost, for example, we stopped installation of the water pipe on the bridge and also stopped installing the timber deck on the bridge in its entirety because it will be less cost if we stop those items completely. Those costs are in this Change Order for the delay and restart up costs. Also, we stopped work on installing the water lines. Those are not the best examples of work that was stopped. There were items that once started were under winter conditions like digging in frost and concrete that must now be heated.

D. Winterton: Why did the State decide to pony-up an extra \$100,000?

Bob Durfee: Because the engineer you hired prepared very good bid documents. The DOT agreed to reimburse on three (3) items: demolish the old bridge, pay for the cost of the by-pass sewer pumping and mobilization and demobilization of demolishing the bridge and put in the by-pass. We estimated the cost for those 3 items at \$650,000 and we provided our estimate to the DOT and they agreed to that \$650,000. It went out to bid and then Swett came in with \$750,000 and the State agreed to pay the extra \$100,000 which is the actual cost and not the estimate.

Town Council Meeting – April 25, 2018

D. Ross: We need to know who ok'd the dimensional changes in the span. I have yet to see another bridge with dimensional changes because of the span. Who ok'd those dimensional changes?

Bob Durfee: The fabricator, Big R Bridges submitted drawings showing the detail and it showed different sizes for the north span. Shop drawings are submitted to the engineer and we reviewed and accepted it.

D. Ross: Are there others that look like that?

Bob Durfee: The original bridge had different dimensions. We accepted the shop drawings because they conformed to the contract.

D. Ross: During the meeting with the town regarding stopping work, was the cost presented to the town's representative?

Bob Durfee: No, at this meeting the engineer and contractor recommended what items should not be discontinued. At a previous meeting, when the team had and the town was inquiring about the appearance of the north span, the town's response was we are going to stop work on this project. The recommendation from the engineer was to continue and deal with the change in the span once the contract was complete.

D. Ross: The issue with DES and the change you made without informing them. Instead of using the barges, a lot of extra expense was used with barges. What about those cost and why should the town pay that and who approved that?

Darin Benoit: A project manager on the contractor staff. That person was terminated and the new staff person raised his hand. The contractor was the one that self-notified and contacted DES. At that time everyone was aware of the situation.

Bob Durfee: The contract went to competitive bid and bids came in and bid evaluation awarded to the lowest bidder which was Swett. That recommendation was reviewed by DOT and they concurred. We scheduled a signing and pre-construction meeting and at that time the contract was signed. Approximately 5-7 days before that meeting, we were forwarded a notice from the town, from Eversource that they were lowering the river. We brought that to the signing meeting. The contractor said we will have to do something different. We were going to use barges and bridges but now we will have to do a causeway. The contractor said we are not predicting additional costs for the barges and to date they have not included any additional costs for that. At the signing meeting, the contractor said he would prepare the permit application for the causeway.

D. Ross: Was it your responsibility to make sure that happened?

Darin Benoit: We were working with the town and their engineer. Mr. Donison saw the application and it was signed by the town.

Town Council Meeting – April 25, 2018

J. Sullivan: The contractor said they would apply for the permit; was it done?

Bob Benoit: It was done but not in a timely manner. The contractor indicated he was going to do a change and build a causeway and a permit was needed from DES for that revision.

At that pre-construction meeting, the contractor said that. The next meeting was a month later for a construction progress meeting. At that time, with the contractor and the town, we had a new project manager from the contractor and he apologized and said he learnt that they never applied for the permit. The contractor took full responsibility for that error and would now apply and deal with the consequences. The contractor had already started construction of the causeway because they believed from the old manager that they had a permit. They admitted the error and were going to fix it.

Dr. Shankle: My recollection, there was specifically a conversation that they had a permit for so many cubic yards and they believed, and you agreed, that the permit that they already had was adequate for what they were going to need to do. That was my understanding. I asked Mr. Donison and he said there is no reason to doubt them. So we were told specifically, because the question was asked; “Is this the same and will this work?”, and both you and the contractor said yes.

Bob Durfee: We had that conversation. The town had a permit for the original work in the contract and that permit allowed the town and town’s contractor to disturb a certain areas of the river bottom, length and width. The contractor thought he could build his barge within that foot print and he could construct that causeway in that footprint. The engineer agreed that if he could do that it would be ok. They came back and said they can’t build the causeway in the footprint because it is too close to the project so we will have to go for an amended permit to extend the footprint. Some could be built under the original permit.

Dr. Shankle: The contractor never said he needed a new permit until the State came and said he was in violation and needed a new permit.

Bob Durfee: The town, Jim Donison, promised all the support the town could offer to get the amended permit which include going before the Conservation Commission. When the contractor eventually filled a permit for the causeway and sent it to DES; my recollection is DES rejected that permit application and that the town and the contractor are in violation of water regulation rules by putting the causeway in the river. They went ahead with the construction of the causeway assuming they were going to get the permit eventually.

D. Ross: The contractor said he was basing it on square footage not on the footprint. It is in the minutes. He thought he could rearrange the square footage. You can’t rearrange. Then the permit was denied and they were told to stop but they went ahead without a permit and removed it. That is called a dredging and needs a dredge permit. We don’t know what the town will be fined and what the penalty will be. You saw the road in the river. The State would never approve that. You were there too. We live in NH; what are winter conditions? Relocating the sewer was always part of the contract. We shouldn’t be paying a dime. This wasn’t our fault. This is in the center of town and the biggest concern from the beginning was how it would look. I am not impressed with SWETT or your outfit. And now to ask us for another \$240,000 is ridiculous.

Town Council Meeting – April 25, 2018

Information needed:

R. Duhaime: Our town engineer doesn't build bridges, you were the bridge engineers. Did you have someone there daily overseeing this operation?

Bob: We have a contract that spells out the time and the town was to provide supplemental inspections.

R. Duhaime: We have a town engineer that could do some inspections but when there are savings, the contract defines who gets the cost savings. If you don't want to lay the whole deck for costs and now you are doing the whole thing later and you want us to pay the increase. Maybe you should have done 2/3 and then done the rest. What he didn't do in the fall may have saved him costs. You are now saying you have over runs. You are supposed to be protecting the town. I would expect a log.

Bob Durfee: That information is available. The Change Order is six (6) pages and breaks down all the costs.

Darin Benoit: The information you requested for equipment on and off the job, that isn't done.

Bob Durfee: You need to see the complete Change Order which was proposed by the contractor. Under the contract, the engineer reviews it and we had our staff review the costs, the quantities and times and we found this request fair and reasonable. We found that the contractor had provided enough justification that it was fair, reasonable and accurate.

R. Duhaime: The contractor said it wasn't cost prohibitive to do this. That is the list I want.

Bob Durfee: You need to get the copy of the meeting minutes where we discussed the implications of the stop work order.

S. Keach: There is a very complete project record, and without you all having that, you will not make a good decision. Your engineers Dubois and King have copious minutes. The other thing that is revealing; this project is set up with a critical document. Mr. Durfee advised that the dispute and the interruption was clearly initiated by the town (October 6th) and concluded on November 14th. You should have a copy of the project schedule that was in place in October and you will see where the project was tracking then. After the interruption, if you compare the two, you will see the result of the true interruption. You will see what was allowed to continue and what Mr. Durfee said concurs with the meeting minutes. I understand I'm coming in as the Monday morning quarter back, but I see two areas that bore the frustration; the structural issues with the north span and the environmental issue. In terms of economy, if you have a span that is shorter than the other two, you wouldn't spend the money for the extra steel. I also understand there was a tremendous effort to make the new Lilac Bridge resemble the old Lilac Bridge including making it look rusty. I also heard that the section of the shorter old span was different as well. That was news to me but if it were true, maybe that is what someone wanted. I don't know. What is important isn't where we were. We are trying to deliver this bridge; if not, I don't belong here. This bridge needs to be finished. These matters of payment must be resolved if that

Town Council Meeting – April 25, 2018

is going to happen. If that is not, we need to put up some orange fence around it tomorrow. We need to resolve this as quickly and cost effectively as possible. The only way this can happen is with town officials, Dubois and King and Swett. The State needs to be dealt with separately because we don't control that outcome. If we want the bridge done and May is Heritage month, isn't that the spirit of the project.

J. Sullivan: We will table this and the entire document will be made available in the Planning Department.

S. Keach: As you read this, use the analytics to figure out how to bring this to successful fruition. We know what went wrong; we don't want someone in a black robe telling us who is at fault.

Dr. Shankle: It would be helpful if we got what we asked for since the fall. We want a number of what it will cost to fix it.

Bob Durfee: The reason the town doesn't have that is because of the mistrust. When the contractor was asked for a budget, they said "you're asking for that budget number so that is the value of the lawsuit in a claim, so why should I provide that". The contractor's attorney has contacted the town's attorney that if the contractor provided that number they don't want it used against them.

D. Ross motioned to extend the meeting. Seconded by D. Winterton.

R. Duhaime: You keep saying what the problems are but I haven't heard what the solutions are. Who is going to pay for the solutions? Not just the town. I am so uninformed; I am nowhere near ready to make a decision. After tonight, I feel I don't trust you.

M. Miville: I don't recall any discussion by the Council on having a different metal on the short span. I never even knew there was shorter span. We heard about the color and the deck but never the span. It is a goof up on the town because we paid someone big bucks but now it is a joke. I am now ashamed of that bridge. It looks like a bridge it shouldn't look like. I don't want to look at it. You need to be accountable for this. Either you or the contractor but it isn't us.

J. Levesque: We were led to believe there would be three (3) spans that would be the same. I would think you could use the same outside diameter with a lighter metal. We all thought the bridge would have symmetry. We understand it was cheaper but I don't think you were looking out for our best interest. Why wasn't that brought to us. Maybe we should have had more meetings and recorded them. It didn't come out like it was supposed to. I am disappointed; it can be fixed but at a big cost.

D. Ross: Was the consideration taken that steel has color? The color of the steel is different on the north section. Will that equalize with time or is it going to get worst?

Bob Durfee: The steel for the south, center and north are all the same. Depending on when it was fabricating, it is rusting at different times. It is the same steel. It should be weatherizing the same. Eventually it should look the same with the exception if it weathers with exposure to air, sunlight

Town Council Meeting – April 25, 2018

and water. The RR Bridge is providing shade to some sections differently so they may not weatherize the same throughout.

D. Winterton: When the shop drawings came in, were they shown to anyone at the town?

Bob Durfee: No, that was not part of the contract.

D. Winterton: The first night this issue came to the Council, I said having gone through the sewer situation in this town, it took eight (8) years to come to a settlement. It will come down to who has the best lawyer and that is sad.

R. Duhaime motioned to table the motion. Seconded by D. Winterton, Vote unanimously in favor (T. Tsantoulis abstained)

NEW BUSINESS

Acceptance of Bid for Installing Town wide LED Street Lights

[Staff Report - Town wide LED Street lights.docx](#)

[Transfer #2018-04.pdf](#)

[LED Bid Spreadsheet.pdf](#)

[Pine Ridge LED Bid.pdf](#)

[Power Secure LED Lighting.pdf](#)

[Affinity LED Lighting.pdf](#)

[Utility Service - Low LED Bid.pdf](#)

Dr. Shankle recommends throwing out all the bids and starting again.

D. Boyce: We wanted to encumber the funds so we want to move quickly.

J. Sullivan: We followed the bid process and we don't have to always go with the low bid.

Dr. Shankle: The issue they raised was whether the wattage of the lights will do what we want. If we put those lights up and they are not as bright as we expect we will be disappointed. S. Keach stated that we didn't put the wattage we wanted in the bid. One bidder gave the cheapest way.

D. Winterton: I suggest since we contract engineers, we should hire a lighting engineer to help us with this bid process.

T. Tsantoulis: I sat in on the presentations by the bidders. The LED is not that different. Currently we have vapor lights and RPS which take a lot of energy with a refractor that gets dirty. When they came up with LED, they can have open bottom with clear white light. You can't replace the LED with the same wattage that you had or you get too much light. You also want to keep light out of peoples' windows. If you didn't reduce the wattage, you wouldn't get the savings. When Manchester went to LED, they used Philips they got complaints that they were too bright. You always get complaints. I liked USA and would like to see them closer to what we want. LED lights have a 10 year warrantee because not much goes wrong except for an accident or tree limbs. In Manchester, 90% of the lights are on. If you looked prior to LED's

Town Council Meeting – April 25, 2018

75% were on. They are different but you will get used to it. I'm in favor of the bid but I'm ok with postponing it. You will save over a short period of time.

J. Giotas: My concern is there didn't seem to be an apple to apple comparison so I'm in favor of postponing this.

Dr. Shankle: If we are going to get someone to write the specs, I don't think we should try and do it this year.

R. Duhaime: Just ask everyone to rebid with the same wattage. They don't have to redo the whole bid.

D. Winterton: When a business comes in for approval from the Planning Board, we have regulation on the light and the lumens and we require them to get that from an engineer. We should do the same.

D. Ross: It is not just costs; it is how it will look. Having a numerical equivalency is important. We may want to consider the look. To encumber funds is a bad idea to push something through.

D. Winterton motioned to accept the recommendation of the DPW Director of awarding Pine Ridge Technology Inco the bid for the Town wide LED streetlights.

Seconded by D. Ross.

Vote 0:8 motion failed

D. Winterton motioned to reject all other bids for LED streetlights. Seconded by T. Tsantoulis.

Vote unanimously in favor

D. Winterton motioned to direct the Town Administrator to engage in a new bid project and engage a lighting engineer to assist in the process. Seconded by J. Levesque.

J. Levesque: I would like to see a sample of the complete model.

Vote unanimously in favor

Acceptance of Bid for Crack Sealing

[Staff Report - 2018 Crack Seal Bids.docx](#)

[2018 Crack seal bid-Superior Sealcoat.pdf](#)

[2018 Crack seal Bid-Sealcoating, Inc..pdf](#)

D. Winterton motioned to accept the lowest bid from Superior Sealcoat in the amount of \$38,300 for the 2018 roadway crack sealing project. Seconded by D. Ross.

Roll Call

J. Giotas ***Yes***

D. Ross ***Yes***

M. Miville ***Yes***

Town Council Meeting – April 25, 2018

R. Duhaime *Yes*
T. Tsantoulis *Yes*
J. Levesque *Yes*
D. Winterton *Yes*
J. Sullivan *Yes*
Vote unanimously in favor

Natural Gas Supply Bids [SR Natual Gas Bid 2018.docx](#)

D. Winterton motioned to have the Town Administrator sign a natural gas contract for 36 months with UMB Bulk Energy as the agent. Seconded by R. Duhaime
Vote unanimously in favor

Volunteer Appreciation Day Dinner - Selecting a Date [Volunteer appreciation 2018.pdf](#)

Nick Germaine: Last year and in previously years it has been a Friday in June.

D. Winterton motioned to set the date for the Volunteer Dinner as Friday, June 15, 2018.
Seconded by T. Tsantoulis
Vote unanimously in favor

Town Personnel Plan Update(s) - Town Drug Testing Program [Staff Report TPP 042518.docx](#) [DRAFT Personnel Plan 042518.docx](#)

R. Duhaime motioned to approve the amendments to the Town Personnel Plan as presented effective April 25, 2018. Seconded by T. Tsantoulis.

D. Fitzpatrick: The testing will be change to opioids to comply with the US Department of Transportation.

D. Ross: Will these tests cost more?

D. Fitzpatrick: They are one dollar more with six randomly selected each quarter.

Vote unanimously in favor

District #4 Town Councilor Vacancy as of 05/01/18 [Staff Report TC District #4 Vacancy 050118.docx](#)

D. Ross motioned to declare the vacancy of Councilor in District #4 as of May 1st per Charter 3.3. Seconded by M. Miville.
Vote unanimously in favor

D. Ross motioned to appoint John Durand to fill the District #4 Council seat vacancy through

Town Council Meeting – April 25, 2018

June 30, 2018 per Town Charter Section 3.3. Seconded by M. Miville.

Vote 7:1

Subcommittee

J. Levesque: The transfer station met regarding the glass and decided to continue as is and see what the other towns do.

D. Winterton: The Planning Board challenged a subdivision but the Board did allow it. The new dorm proposed at SNHU has been postponed.

The meeting with SNHU today included a public safety meeting which included Chief Bouchard. It was effective and included internships with students. SNHU was very impressed with the active shoot drills conducted by the Hooksett PD. The leadership class that the Chief will take was granted a scholarship during our meeting. The proposed SNHU sign has been cancelled.

R. Duhaime: Fire Union negotiations are off to a good start.

M. Miville: I distributed a document from the Local Officials workshop I attended in Peterborough. There is some valuable information.

At the Economic Development meeting they discussed the sewer and zoning on the 28 By-Pass. Park and Rec Advisory Board- There is another Eagle Scout project proposed for a practice wall for Lacrosse.

HYAA said there was a request from Amoskeag Rugby Team to use the field.

HYAA is looking to fundraise \$200,000 for lighting for the Peterbrook Fields.

The Board is also looking for Hooksett email addresses in light of the Right to Know law.

Marc Miville thanked the Council and has enjoyed his time on the Board.

D. Winterton: The Sewer Commission has a workshop scheduled for Monday, April 30th at 10 am.

D. Winterton motioned to appoint Alex Walczyk as Council Secretary. Seconded by D. Ross. Vote unanimously in favor

PUBLIC INPUT

No public comment.

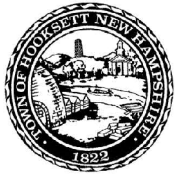
ADJOURNMENT

R. Duhaime motioned to adjourn at 10:45 pm. Seconded by D. Winterton.

Vote unanimously in favor.

Respectfully submitted,

Lee Ann Moynihan



TOWN COUNCIL MINUTES- DRAFT (unofficial)
Special Meeting
Monday, April 30, 2018
6:00 PM
Council Chambers

1. CALL TO ORDER

Chair Sullivan called the Special Meeting to order at 6:00pm.

2. PROOF OF POSTING

Donna Fitzpatrick confirmed the proof of posting.

3. ROLL CALL ATTENDANCE

Chair James Sullivan, Marc Miville, Robert Duhaime, Donald Winterton, John Giotas, Timothy Tsantoulis, and Alex Walczyk..

Missed: James Levesque and David Ross.

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS

Certificate of Vote - Bond & Loan Agreement for \$1,102,500 financing: 1) the construction of improvements to the Safety Center and 2) the purchase of a rescue pumper and equipment per favorable votes duly at Town annual meeting of March 13, 2018 under Articles 4 and 5 of the Warrant.

[Staff Report Cert Vote Bond 043018.docx](#)

[NHMBB Certificate of Vote \(Hooksett\) \(M3851238x9DD8D\).doc](#)

D. Winterton motioned to authorize the attached resolution. Seconded by T. Tsantoulis.

Roll Call

D. Winterton – yes

J. Giotas – yes

T. Tsantoulis – yes

A. Walczyk – yes

R. Duhaime – yes

M. Miville – yes

J. Sullivan – yes

Vote 7 in favor (7:0)

6. OTHER

None.

7. ADJOURNMENT

D. Winterton motioned to adjourn the special meeting of 04/30/18 at 6:05pm. Seconded by T. Tsantoulis. Vote unanimously in favor.

Respectfully submitted by,
Donna Fitzpatrick
Recording Clerk

Staff Report
Title: K9 Program Donation
Date: 05-09-2018

Background Discussion of Issues
Monique Cote-Melendez of Hooksett, would like to donate \$2,500.00 to the Hooksett Police Department. Mrs. Cote-Melendez requests the money be used to help fund the K9 Program.
Recommendation (Including Suggested motion, if appropriate)
Motion to accept the donation of \$2,500.00 from Monique Cote-Melendez, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b, III (b) and return that amount to the Police Departments 2017-2018/2018-2019 fiscal budget, Donation line.
Fiscal Impact
None
Prepared By: Captain Jake Robie
Town Administrator's Recommendation
Concur

Change Order No. 2

Date of Issuance: 01/18/18	Effective Date: 01/18/18
Owner: Town of Hooksett	Owner's Contract No.: 17-01
Contractor: E.D. Swett, Inc.	Contractor's Project No.:
Engineer: DuBois & King, Inc.	Engineer's Project No.: 622910
Project: Lilac Pedestrian Bridge	Contract Name: Lilac Pedestrian Bridge

The Contract is modified as follows upon execution of this Change Order:

1. Change in Work: Cease Work Order
2. Change in Contract Times: Cease Work Order

Attachments: 1. Description of Work
2. Change of Contract time

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,345,941.00	Original Contract Times: Substantial Completion: 12/11/17 Ready for Final Payment: 1/10/18 days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ 125,000.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 3,470,941.00	Contract Times prior to this Change Order: Substantial Completion: 12/11/17 Ready for Final Payment: 1/10/18 days or dates
[Increase] [Decrease] of this Change Order: \$ 240,134.01	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>154</u> days Ready for Final Payment: <u>142</u> days days or dates
Contract Price incorporating this Change Order: \$ 3,711,075.01	Contract Times with all approved Change Orders: Substantial Completion: 5/14/18 Ready for Final Payment: 6/1/18 days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 

Engineer (if required)

Title: V.P., Project Manager

Date: 01/18/18

By:

Owner (Authorized Signature)

Title: Town Administrator

Date:

By:

Contractor (Authorized Signature)

Title: President, Project Manager

Date: 1/18/18

Approved by Funding Agency (if applicable)

By: N/A

Date:

Title:

Hooksett, NH
Lilac Pedestrian Bridge
Change Order No. 2
Cost Breakdown of Work Items
(Revised 1/8/18)

2.1 Winterize Temporary Bypass Sewer System

- Procurement, material and installation of protective coverings on pipe as needed
 - Procurement
 - Project Manager: \$110/hr x 2 hours = \$220.00
 - Yard Labor: \$57.75/hr x 2 hours = \$115.50
 - Material
 - Insulating Blankets \$38.00/ea x 10 blankets = \$380.00
 - Installation
 - 4 hours of Foreman: \$66.00/hr x 4 hours = \$264.00
 - 4 hours of Laborer: \$50.00/hr x 4 hours = \$200.00
- Procurement, material and installation of protective coverings for pump as needed
 - Procurement
 - Project Manager: \$110/hr x 2 hours = \$220.00
 - Yard Labor: \$57.75/hr x 2 hours = \$115.50
 - Material
 - Insulating Blankets \$38.00/ea x 10 blankets = \$380.00
 - Installation
 - 4 hours of Foreman: \$66.00/hr x 4 hours = \$264.00
 - 8 hours of Laborer: \$50.00/hr x 8 hours = \$400.00
- Heat source for winter operation of pumping system (11/8/17 – 1/18/18, 10 weeks)
 - Equipment Costs (from Rental Rate Blue Book)
 - 2012 Kemp Diesel 400,00 BTU air forced heater
 - \$450.00/mo x 2 mo + \$120.00/wk x 2 wk = \$1,140.00
 - 2010 IR Light Tower, 4 cy Diesel (power source for heat)
 - \$1,005.00/mo x 2 mo + \$280.00/wk x 2 wk = \$2,570.00
- Labor and fuel to maintain winterized operation
 - Labor Cost
 - Foreman at 1 hr/day M-F, 1.5 hr/day Saturday, 2 hr/day Sunday (8.5 hrs/wk)
 - 8.5 hrs/week x 10 weeks \$66.00/hr x 85 hours = \$5,610.00
 - Fuel Costs
 - 17.00 gal/day @ \$2.91/gal = \$49.47/day
 - \$49.47/day x 7 days/week x 10 weeks = \$3,462.90
- Removal of winterized portion of bypass sewer system
 - Demobilization of bypass sewer system is covered under 692.1

- Removal
 - 8 hours of Foreman: \$66.00/hr x 8 hours = \$528.00
 - 16 hours of Laborer: \$50.00/hr x 16 hours = \$800.00

Labor Subtotal = \$8,737.00
5% Markup = \$436.85

Equipment Subtotal = \$3,710.00
5% Markup = \$185.50

Materials and Fuel Subtotal = \$4,222.90
10% Markup = \$422.29

Total Cost of Item 2.1 = \$17,714.54

2.2 Temporary Bypass Sewer System (Item 612.1111)

- Extension of temporary bypass sewer system operating beyond original schedule date
 - Original schedule shows permanent sewer in place on 10/25/17
 - Assume removal operations would have begun 11/1/17
 - System running an additional 12 weeks due to Stop Work Order
- Bid price of \$125,000.00 over a 5 month (22 week) window (6/1/17 – 11/1/17)
 - \$5,681.82 per week
- Cost to operate additional 12 weeks extending beyond original schedule
 - \$5,681.82 x 12 weeks = \$68,181.82

Total Cost of Item 2.2 = \$68,181.82

2.3 Demobilization (Winter 2018)

- Work to prep the site for a winter shutdown that would not have occurred if the Stop Work Order was not put in place
 - Includes temporary backfills, site operations for winter maintenance, storage of materials
 - Includes work and costs for both ED Swett and FL Merrill

Total Cost of Item 2.3 = \$5,000.00

2.4 Install Site Security Measures for Winter Shutdown

- Provide closures across the ends of the bridge to prevent public access during winter shutdown
- Provide warning lines/boundary markers of any grade changes due to temporary backfills from the off-bridge utility work during winter shutdown

Total Cost of Item 2.4 = \$3,000.00

2.5 Re-Mobilization (Spring 2018)

- Renewal costs of Insurance Premiums due to contract extension, all policies extended to now expire 6/1/18
 - Builders Risk = \$5,000.00
 - Railroad Protective = \$2,500.00
 - Pollution Liability = \$7,000.00
- Mobilization of equipment and materials \$20,000.00
 - ED Swett and FL Merrill
- Project administration beyond original contract time \$30,000.00

Total Cost of Item 2.5 = \$64,500.00

2.6.1 Increased Efforts Required to Install Sewer Line in Cold Weather

- Additional labor
 - Original schedule required 15 days to install under bridge and underground sewer
 - 15 days concurrent to install sewer, water and conduit
 - 5 days per utility plus 5 days North side and 5 days South side (15 days)
 - Revised schedule requires 30 days to install under bridge and underground utilities
 - Time duration extension to complete work is a direct result of winter conditions. Productivity in cold weather always decreases as it requires more effort to complete the work. This effort includes additional time to pre-heat materials that otherwise would not have been required during warmer temperature months, increased time to setup work faces for each day as additional protective measures are required in the winter and the drop in physical production of workers due to cold temperatures (i.e. removal of snow from stockpiles, prepping sites for safe working conditions due to the presence of ice and snow, covering work faces at the end of each day to prevent freezing, setup and maintenance of heat sources, thawing of frozen ground, etc.).

- Time extension is inclusive of under bridge and underground work
 - 4 man crews @ 8 hour days
 - Crews consist of foreman (\$66.00/hr), operator (\$60.00/hr), 2 laborers (\$55.00/hr) for a total of \$236.00/crew hour
 - 15 additional days = 15 days x 8 hrs/day x \$236.00/hr = \$28,320.00
 - 5% Markup on labor = \$1,416.00
- Additional equipment/ fuel costs needed for cold weather sewer work = \$15,000.00
 - Pre-heating of HDPE pipe for fusing, enclosure to maintain temperatures during fusing operations, protective covering of materials against frost/snow/ice accumulation, efforts to thaw frozen ground/prevent ground and materials from frost
 - Fuel costs to operate pre-heating equipment

Total Cost of Item 2.6.1 = \$44,736.00

2.6.2 Increased Efforts Required to Install Water Under Bridge in Cold Weather

- Additional labor
 - Original schedule required 5 days to install under bridge utilities
 - 15 days concurrent to install sewer, water and conduit (5 days per utility)
 - Revised schedule requires 11 days to install under bridge water
 - Time duration extension to complete work is a direct result of winter conditions. Productivity in cold weather always decreases as it requires more effort to complete the work. This effort includes additional time to pre-heat materials that otherwise would not have been required during warmer temperature months, increased time to setup work faces for each day as additional protective measures are required in the winter and the drop in physical production of workers due to cold temperatures (i.e. removal of snow from stockpiles, prepping sites for safe working conditions due to the presence of ice and snow, covering work faces at the end of each day to prevent freezing, setup and maintenance of heat sources, thawing of frozen ground, etc.).
 - Time extension is inclusive of under bridge work
 - 4 man crews @ 8 hour days
 - Crews consist of foreman (\$66.00/hr), operator (\$60.00/hr), 2 laborers (\$55.00/hr) for a total of \$236.00/crew hour
 - 6 additional days = 6 days x 8 hrs/day x \$236.00/hr = \$11,328.00
 - 5% Markup on labor = \$566.40
- Additional equipment and fuel costs needed for cold weather work = \$5,000.00
 - Pre-heating of HDPE pipe for fusing, enclosure to maintain temperatures during fusing operations, protective covering of materials against frost/snow/ice accumulation, efforts to thaw frozen ground/prevent ground and materials from frost
 - Fuel costs to operate pre-heating equipment

Total Cost of Item 2.6.2 = \$16,894.40

2.6.3 Increased Efforts Required to Install Water Underground (off bridge) beginning on or about April 2, 2018

- Additional labor
 - Original schedule required 8 days to install underground water concurrent with underground sewer and conduit utilities. This will relay to 5 original contract days.
 - Revised schedule will require 15 days to install underground water in the Spring 2018
 - Time duration extension to complete work is a result of extreme care necessary to dig around the active sewer line previously installed
 - 4 man crews @ 8 hour days
 - Crews consist of foreman (\$66.00/hr), operator (\$60.00/hr), 2 laborers (\$55.00/hr) for a total of \$236.00/crew hour
 - 7 additional days = 7 days x 8 hrs/day x \$236.00/hr = \$13,216.00
 - 3.5% labor inflation for work in 2018 = \$462.56
 - 5% Markup on total labor = \$683.93

Total Cost of Item 2.6.3 = \$14,362.49

2.7 Increased Efforts Required to Install Timber Decking on or about April 2, 2018

- Additional labor
 - Original schedule required 15 days to install wood decking
 - Labor rate increase beginning on March 1, 2018 to account for inflation costs.
 - 4 man crews @ 8 hour days
 - Crew rate \$236.00/crew hour x 1.035 = \$8.26/crew hour increase from 2017
 - 15 days x 8 hrs/day x \$8.26/hr = \$991.20
 - 5% Markup on labor = \$49.56
 - Additional labor subtotal = \$1,040.76
- Storage of materials
 - 490' x 12' x \$0.20/sf/mo x 4 months = \$4,704.00

Total Cost of Item 2.7 = \$5,744.76

Total Contract Price (Items 2.1 to 2.7) (Increase) \$240,134.01

Memo

To: Diane Boyce; Director – Hooksett Department of Public Works

From: Steven B. Keach, P.E.

Date: April 05, 2018

Subject: Lilac Bridge – Change Order No. 2
Hooksett, New Hampshire
KNA Project No. 18-0402-4

Pursuant to your request of April 3rd I have reviewed Change Order No. 2 as issued and recommended by the Dubois & King, Inc. (Engineer) on January 18, 2018. Based upon my review I offer the following remarks:

- It appears the scope of additional work covered under this Change Order (as summarized on Pages No. 2 through 6) is the result of both a Stop Work Order issued by the Town on October 06, 2017 and the Town's subsequent request to E.D. Swett, Inc. (EDS) for a work plan and corresponding cost proposal for a series of supplemental work items including: winterization of temporary sewer bypass system; and maintenance of sewage pumping throughout winter months. Other work identified under Change Order No. 2 includes: consideration for performing certain work activities under winter conditions; demobilization for winter shut-down and re-mobilization for resumption of work this spring; and increased efforts realized by EDS as a result of delays associated with the Stop Work Order.
- As presented, Change Order No. 2 contemplates an *increase* in Contract Price of \$240,134.01 as well as an *increase* in Contract Time to achieve Substantial Completion of 154 days (from December 11, 2017 to May 14, 2018).
- A detailed cost breakdown of all Change Order No. 2 work items is provided at Pages No. 2 through 6. Based upon our review of this breakdown we take no exception to projected or realized costs associated with Items 2.1 (Winterize Temporary Bypass Sewer System); 2.2 (Temporary Bypass Sewer System); 2.3 (Demobilization); and 2.4 (Installation of Site Security Measures for Winter Shutdown) as presented. Under Item 2.5 EDS seeks compensation for spring 2018 re-mobilization costs. Constituent costs cited under this Item include allowances for realized additional costs associated with insurance premiums, mobilization of equipment and materials and project administration. While the

General Conditions to the Contract appear to support supplemental Contractor compensation in the event of delays beyond the Contractor's control, I would recommend EDS provide the Town with a reasonable degree of back-up information supporting Item 2.5 Change Order value. As currently presented, Item 2.5 value appears to be the total of three separate lump sums presented in "round numbers" without benefit of supporting explanation. Under Items 2.6.1, 2.6.2, 2.6.3 and 2.7 the Contractor seeks additional compensation for performing certain work under winter conditions. Again, given delay realized as a result of last year's Stop Work Order, it would appear General Conditions of the Contract support payment of additional sums. That said it appears Change Order sums requested by Contractor are based on prospective estimates of additional labor and equipment costs generated prior to undertaking the work. To the extent any of the cited work is now complete and was in fact performed under winter conditions, it would seem reasonable to compensate for additional costs actually rather than prospectively realized by the Contractor. To the extent any work identified under these same Items has yet to be performed, it would seem unreasonable to compensate for winter conditions given the on-set of spring weather.

Let me know if you should have additional questions or further instructions related to this matter.

Staff Report
Post-Issuance Tax Compliance Policy and Procedures for Tax-Exempt Obligations
April 9, 2018

Background Discussion of Issues
<p>This policy is needed to determine compliance with the requirements of the Internal Revenue Code, in regards to bond issuers (the Town) having adopted written procedures focused on maintaining compliance with Code provisions applicable to tax exempt bonds and notes.</p> <p>The policy has been reviewed by the town's bond counsel and the financial auditor Matt Angell. The policy designates the Finance Director as "Coordinator" and serves to formalize as well as document the procedures related to projects financed with bond proceeds, use of proceeds, timing of expenditures, record keeping and retention requirements as well as continued monitoring of use of bond financed assets. It follows the requirements of the IRS Code. With the Town currently preparing to finance two projects using the NH Bond Bank, adoption of this policy and procedures is recommended.</p> <p>Proposed wording to add to the Administrative Code:</p> <p>5.9 Post-Issuance Tax Compliance Policy and Procedures for Tax-Exempt Obligations. The Council shall review annually. The general purpose of this policy is to document the procedures related to projects financed with tax-exempt bond proceeds, use of proceeds, timing of expenditures, record keeping and retention requirements as well as continued monitoring of bond financed assets. See exhibit E for policy details.</p>
Recommendation (Including Suggested motion, if appropriate)
<p>Motion to approve the Post-Issuance Tax Compliance Policies and Procedures for Tax-Exempt Obligations and to include it in the Town's Administrative Code.</p>
Fiscal Impact
Prepared By: Christine Soucie, Finance Director
Town Administrator's Recommendation
Concur

Town of Hooksett

35 Main Street
Hooksett, NH 03106

POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES FOR TAX-EXEMPT OBLIGATIONS

SECTION I: PURPOSE

The purpose of this Tax-Exempt Obligation Post Issuance Compliance Policy and Procedures is to establish policies and procedures in connection with tax-exempt bonds and notes (the “Bond” or “Bonds”) issued by the Town of Hooksett, New Hampshire (the “Issuer”) so as to maximize the likelihood that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met.

SECTION II: COMPLIANCE COORDINATOR

- A. The Finance Director shall serve as the Compliance Coordinator (“Coordinator”) and be responsible for monitoring post-issuance compliance.
- B. The Coordinator will maintain a copy of the transcript of proceedings in connections with the issuance of any tax-exempt obligations. The Coordinator will obtain such records as are necessary to meet the requirements of this policy.
- C. The Coordinator shall consult with bond counsel, a rebate consultant, financial advisors, Internal Revenue Services (“IRS”) publications and other resources as are necessary to understand and meet the requirements of this policy.
- D. Training and education of the Coordinator and his/her staff will be sought and implemented upon the occurrence of new developments and upon the hiring of new personnel to implement this policy.

SECTION III: RECORD-KEEPING

- A. Financing Transcripts – The Coordinator shall confirm the proper filing with the IRS of an 8038 Series return, and maintain a transcript of proceedings for all tax-exempt obligations issued by the Issuer, including but not limited to all tax-exempt bonds, notes and lease-purchase contracts. Each transcript shall be maintained for as long as the Bonds are outstanding, plus three (3) years after the final redemption date of the Bonds. Said transcript may be maintained in electronic format and shall include at a minimum:
 - 1. Form 8038s;
 - 2. Minutes, resolutions, and certificates;
 - 3. Certifications of issue price from the underwriter, if applicable;
 - 4. Formal elections required by the IRS;
 - 5. Trustee statements, if applicable;
 - 6. Records of refunded bonds, if applicable;
 - 7. Correspondence relating to bond financing;
 - 8. Reports of any IRS examinations for bond financing;
 - 9. Documents related to governmental grants associated with construction, renovation, or purchase of bond financed facilities, if applicable;
 - 10. Publications, brochures, and newspaper articles, where applicable.

- B. Modification to Financing Documents – The Coordinator shall determine if there is any “significant modification” to bond documents resulting in reissuance under Treasury Regulation §1.1001-3, in consultation with bond counsel and any other legal counsel and financial advisor. The Coordinator shall retain proof of filing new Form 8038 and relevant documentation plus final rebate calculation on pre-modification bonds.

SECTION IV: PROPER USE OF PROCEEDS

- A. The Coordinator shall review the resolution authorizing issuance for each tax-exempt obligation issued by the Issuer and shall:
1. Obtain a computation of the yield on such issue from the Issuer’s financial advisor;
 2. Create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) and a separate Cost of Issuance Fund as necessary to allocate proceeds to Bond issuance costs into which the proceeds of the issue shall be deposited, as applicable;
 3. Review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;
 4. Determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
 5. Maintain records of the payment requests and corresponding records showing payments;
 6. Maintain records showing the earnings on, and investment of, the Project Fund;
 7. Ensure that all investments acquired with proceeds are purchased at fair market value;
 8. Identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;
 9. Maintain records related to any investment contracts, credit enhancement transactions, and the bidding of financial products related to the proceeds;
 10. Monitor and maintain records of the reimbursement of costs previously expended by the Issuer to ensure that such reimbursement occurs not more than 18 months after the later of (i) the dates of the expenditures or (ii) the date the project/asset was placed in service (but not more than 3 years after the original expenditures were paid) except with respect to those expenditures for which the Issuer obtained a certificate of licensed engineer/architect to the effect that (I) at least five (5) years were necessary to complete the construction of the part of the project for which such expenditures were required; and (II) such expenditures shall be reimbursed not more than five (5) years after the date that the original expenditures were paid.

SECTION V: ARBITRAGE/REBATE COMPLIANCE AND TIMELY EXPENDITURE OF PROCEEDS

- A. The Coordinator shall review the No Arbitrage and Tax Certificate (or equivalent) (the “Certificate”) for each tax-exempt obligation issued by the Issuer and the expenditure

records provided in Section III of this policy, above, and shall ensure that the Issuer takes the following actions:

1. Monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in the Certificate;
2. If at the time of issuance, it appears that the Bonds will qualify for the small issuer exception to the rebate requirement, the Coordinator will monitor the amount of subsequent tax-exempt obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$5 million or \$15 million threshold, as applicable, in such calendar year;
3. If at the time of issuance, based on reasonable expectations set forth in the Certificate, it appears likely that the issue will qualify for an exemption from the rebate requirement, the Issuer may defer taking any of the actions set forth in subsection (4) below. Not later than the time of completion of construction or acquisition of the project, and depletion of all funds from the Project Fund, the Issuer shall make a determination if the expenditure of the Bond proceeds qualified for an exemption from the rebate requirements based on spending within a 6 month, 18 month or 2 year period after issuance. If a rebate exemption is determined to be applicable, the Issuer shall prepare and keep in the permanent records of the issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify for rebate exemption, the Issuer shall initiate the steps set forth in (4) below;
4. If at the time of issuance it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (3) above, the Issuer shall:
 - a. Engage the service of expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that it has adequate financial, accounting and legal resources of its own to make such calculations, and prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
 - b. Provide to the Rebate Service Provider additional documents and information reasonable requested by the Rebate Service Provider;
 - c. Monitor efforts of the Rebate Service Provider;
 - d. Assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed.
 - e. During the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 2 years, as applicable, following the issue date of the Bonds.
 - f. Retain copies of all arbitrage reports, trustee statements and other documents as required herein;

- g. In lieu of engaging an outside Rebate Service Provider, the Issuer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

SECTION VI: PROPER USE OF BOND FINANCED ASSETS

- A. The Coordinator shall maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of the proceeds (including investment earnings) spent on each of the bond financed assets.
- B. With respect to each bond financed asset, the Coordinator will monitor and confer with bond counsel with respects to all proposed:
 - 1. Management contracts;
 - 2. Service agreements;
 - 3. Research contracts;
 - 4. Naming rights contracts;
 - 5. Lease or sub-leases;
 - 6. Joint venture, limited liability or partnership arrangements;
 - 7. Sale of property or;
 - 8. Any other change in use of such asset.
- C. Section 141 of the Code sets forth private activity tests for the purpose of limiting the volume of tax-exempt bonds that finance activities of persons other than state and local governmental entities. These tests serve to identify arrangements that actually or reasonably expect to transfer the benefits of tax-exempt financing to non-governmental persons, including the federal government. The Coordinator shall provide to the users of any bond financed property a copy of this Compliance Policy and other appropriate written guidance advising that:
 - 1. "Private business use" means use by any person other than the Issuer, including business corporations, partnerships, limited liability companies, associations, non-profits corporations, natural persons engaged in trade or business activity, and the United States of America and any federal agency, as a result of ownership of the property or use of the property under a lease, management or service contract (except for certain "qualified" management or service contracts), "naming rights" contract, "public-private partnership" arrangement, or any similar use arrangement that provides special legal entitlements for the use of the bond financed property;
 - 2. No more than 10% of the proceeds of any tax-exempt bond issued (including the property financed with the Bonds) may be used for private business use, of which no more than 5% of the proceeds of the tax-exempt bond issued (including the property financed with the bonds) may be used for any "unrelated" private business use - that is, generally, a private business use that is not functionally related to the government's purposes of the Bonds; and no more than the lesser of \$5,000,000 or 5% of the proceeds of a tax-exempt bond issued may be used to make or finance a loan to any person other than a state or local government unit;
 - 3. Before entering into a special use arrangement with a non-governmental person that involves the use of bond financed property, the Coordinator will consult with bond counsel, provide bond counsel with a description of the proposed non-governmental

- use arrangement, and determine whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property;
4. In connection with the evaluation of any proposed non-governmental use arrangement, the Issuer will consult with bond counsel to obtain federal tax advice in whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property, and if not, whether any “remedial action” permitting under §141 of the Code may be taken as means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the Bonds.
 - D. The Coordinator shall maintain a copy of any such proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to said proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of bond financed assets.
 - E. The Coordinator shall consult with bond counsel and other legal counsel and advisers in the review of any change in use of bond-financed or refinanced assets to ensure compliance with all covenants and restriction set forth in the Certificate.
 - F. The Coordinator shall confer at least annually with other personnel responsible for bond-financed or refinanced assets, to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Certificate.
 - G. To the extent that the Coordinator discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, the Coordinator shall consult promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

SECTION VII: BANK QUALIFICATION

If the Bonds are issued in a par amount of \$10 million or less and designated by the Issuer as “bank qualified” under Section 265(b)(3) of the Code, the Coordinator will monitor the amount of subsequent tax-exempt obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$10 million threshold in such calendar year.

SECTION VIII: GENERAL PROJECT RECORDS

- A. For each project financed with tax-exempt obligations, the Coordinator shall maintain a copy of all material documents relating to capital expenditures financed or refinanced by tax-exempt proceeds, until three (3) years after retirement of the tax-exempt obligations or obligations issued to refund those obligations including (without limitation), the following:
 1. Appraisals, demand surveys or feasibility studies;
 2. Applications, approvals and other documentation of grants;
 3. Depreciation schedules;
 4. Contracts respecting the project, including construction contracts;
 5. Purchase order;
 6. Invoices,
 7. Trustee requisitions and payment records;

8. Documents relating to costs reimbursed with Bond proceeds;
9. Records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of proceeds.

SECTION IX: ADVANCE REFUNDINGS

- A. The Coordinator, shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:
 1. Identify and select bonds to be advance refunded and advice from internal financial personnel, and a financial advisor.
 2. The Coordinator shall identify, with advice from the financial advisor and bond counsel, any possible federal tax compliance issues prior to structuring any advance refunding.
 3. The Coordinator shall review the structure with the input of the financial advisor and bond counsel, of advance refunding issues prior to the issuance to ensure:
 - a. That the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issues;
 - b. That the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds;
 - c. That the proposed issuance complies with federal income tax requirements which allows for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to become “arbitrage bonds”;
 - d. That the proposed issuance will not result in the issuer’s exploitation of the difference between tax exempt and taxable interest rates to obtain a financial advantage nor overburden the tax exempt market in a way that might be considered an abusive transaction for federal tax purposes;
 - e. That the proposed refunding complies with applicable State law.
 4. The Coordinator shall collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Coordinator shall engage a rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
 5. The Coordinator shall, whenever possible, purchases SLGS to size each advance refunding escrow. The financial advisor and/or bond counsel shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Coordinator shall, in consultation with bond counsel and the financial advisor, comply with IRS regulations.
 6. To the extent the Issuer elects to purchase a guaranteed investment contract, the Coordinator shall ensure, after input from bond counsel, compliance with any bidding requirements set forth by the IRS regulations.
 7. In determining the issue price for any advance refunding issuance, the Coordinator shall obtain and retain issue price certification by the purchasing underwriter at closing.
 8. After the issuance of an advance refunding issue, the Coordinator shall ensure timely identification of violations of any federal tax requirements and engage bond counsel in attempt to remediate same in accordance with IRS regulations.

SECTION X: CONTINUING DISCLOSURE

- A. The Coordinator shall assure compliance with each continuing disclosure certificate and annually, per continuing disclosure agreements, file audited annual financial statements and other information required by each continuing disclosure agreement. The Coordinator will monitor material events as described in each continuing disclosure agreement and assure compliance with material event disclosure. Events to be reported shall be reported promptly, but in no event not later than ten (10) Business Days after the day of the occurrence of the event. Currently, such notice shall be given in the event of:
1. Principal and interest payment delinquencies;
 2. Non-payment related defaults, if material;
 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 4. Unscheduled draws on credit enhancements relating to the bonds reflecting financial difficulties;
 5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the bonds, or material events affecting the tax-exempt status of the bonds;
 7. Modifications to rights of Holders of the Bonds, if material;
 8. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;
 9. Defeasances of bonds;
 10. Release, substitution, or sale of property securing repayment of the bonds, if material;
 11. Rating changes on the bonds;
 12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
 13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

SECTION XI: DUE DILIGENCE AND REMEDIAL ACTIONS

In all activities related to the Issuer's Bonds, the Coordinator and his/her staff will exercise due diligence to comply with the Code provisions governing tax-exempt obligations. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the IRS which allows issuers to voluntarily enter into a closing agreement in the event of certain non-compliance with the Federal tax requirements and (b) the remedial actions available under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the Bonds were issued.

SECTION XII: PERIODIC REVIEW

The Issuer will monitor compliance with the guidelines contained in this policy as well as any other covenants not specifically included herein and will review and update these guidelines at least annually and whenever necessary due to changes in the law and circumstances.

Staff Report
15 Cross Road, LLC Agreement
5/9/2018

Background Discussion of Issues
<p>A site bond for \$50,480.00 is in place to finish paving, and other improvements to 15 Cross Road Tax Map 17 Lot 37. The bond was put in place by the original owners MTS Associates, LLC and PM-Cross, LLC. The Town is the holder of the bond. The new owners (15 Cross Road LLC) of the property ask the Town to complete the project as they purchased the property in good faith, relying on the fact the subdivision would be complete. Attached is a Memorandum of Agreement with 15 Cross Road LLC to allow them to complete the subdivision work with the bond proceed. The Town will only be responsible for the bond proceeds.</p>
Recommendation (Including Suggested motion, if appropriate)
<p>Motion to have the Chairman sign the Memorandum of Agreement with 15 Cross Road LLC, where the Town will provide the bond proceeds to 15 Cross Road LLC and they will complete the subdivision improvements at 15 Cross Road Tax Map 17 Lot 37.</p>
Fiscal Impact
<p>Attorney's fee to review agreement.</p>
Prepared By: Christine Soucie, Finance Director
Town Administrator's Recommendation
Concur

MEMORANDUM OF AGREEMENT
15 Cross Road, LLC and the Town of Hooksett

MEMORANDUM OF AGREEMENT (“Agreement”), made this ___ day of December, 2017, by and between 15 Cross Road, LLC, a New Hampshire Limited Liability Company with a principal place of business at 1662 Elm Street, Manchester, New Hampshire 03101 (hereinafter “Cross Road”), and the Town of Hooksett, a New Hampshire municipality with a principal place of business at 35 Main Street, Hooksett, New Hampshire 03106 (the “Town”) (collectively, the “Parties”).

WHEREAS, 15 Cross Road, LLC, acquired property located at 15 Cross Road, Hooksett, New Hampshire, Tax Map 17, Lot 37 (the “Property”), on October 30, 2014 at foreclosure sale relying on a completed subdivision;

WHEREAS, the Property received subdivision approval for a two lot subdivision from the Town on March 29, 2007;

WHEREAS, certain improvements to the subdivision are not completed, including a final wearing course pavement on and curbing along the private road shown on the subdivision;

WHEREAS, The prior developers of the subdivision, MTS Associates, LLC, and PM-Cross, LLC, no longer have the legal and/or financial capability to complete the required improvements;

WHEREAS, There is currently posted a bond to complete these improvements, numbered 41146502, in favor of the Town of Hooksett in the amount of \$50,480.00 issued by the Platte River Insurance Company, PO Box 5900, Madison Wisconsin 53705 (the “Bond”);

WHEREAS, The Town of Hooksett is the holder of the Bond to ensure project completion of the subdivision under the terms of the 2007 approval of the Hooksett Planning Board; and

WHEREAS, Cross Road desires and has the capability to complete the required improvements.

NOW THEREFORE, The Parties have entered into this Memorandum of Understanding for the purpose of memorializing the material terms and conditions under which Cross Road will receive bond proceeds in the amount of \$50,480.00 from the Town of Hooksett for the stated purposes of completing outstanding road improvement work required by a certain subdivision plan at 15 Cross Road, Hooksett, New Hampshire. The Parties intend this Memorandum to be a binding agreement under which Cross Road will complete the required improvements and agree as follows:

1. The Town will call the Bond.
2. Cross Road and its designees, successors and assigns shall coordinate, manage, pay for and complete the required improvements using funds provided by the Bond.
3. In the event the Bond funds are insufficient to complete the required improvements, the Town of Hooksett is not responsible for any additional costs above the Bond amount and Cross Road holds the Town of Hooksett harmless for any costs to perform the improvements above and beyond the Bond monies to be received from Hooksett.
4. In the event Platte River Insurance Company denies the Town's demand to release the Bond funds, the Parties agree that the Town is not responsible, legally or financially, to complete the improvements.
5. The road subject to these improvements, as shown on the approved subdivision, is a private road. It is not a Town road, of any class, and the Town has never expressed an intention, nor does it now express an intention to accept the road as a Town road. Notwithstanding, the Parties acknowledge and agree that this paragraph does not operate as a bar for the road to ever become a Town road.
6. This Agreement is being executed in and will be performed in the State of New Hampshire and shall be construed and enforced in accordance with New Hampshire law,

without effect to conflict of law principles. The Parties hereby consent to the exclusive jurisdiction of the State and Federal Courts located in New Hampshire for resolution of any issue or dispute arising out of this Agreement.

7. Fees and Expenses. Each of the parties to this Agreement shall pay its own fees and expenses related to the transactions contemplated by this Agreement.
8. This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

TOWN OF HOOKSETT:

Witness

By: _____

15 CROSS ROAD, LLC:

Witness

By: _____

Staff Report
2018 Paving Bids
May 9, 2018

Background Discussion of Issues								
<p>Information</p> <p>The bids were sent out for Town wide road paving during the 2018 season. We plan on doing the road work to the following streets, Hackett Hill Rd, Zapora Rd, Grandview Drive, Roy Rd,</p> <p>The following bids were received:</p> <table><tr><td>Advanced Paving</td><td>\$672,145.00</td></tr><tr><td>Brox Industries</td><td>\$647,060.00</td></tr><tr><td>GMI Asphalt,LLC</td><td>\$629,015.00</td></tr><tr><td>Pike Industries</td><td>\$650,712.00</td></tr></table>	Advanced Paving	\$672,145.00	Brox Industries	\$647,060.00	GMI Asphalt,LLC	\$629,015.00	Pike Industries	\$650,712.00
Advanced Paving	\$672,145.00							
Brox Industries	\$647,060.00							
GMI Asphalt,LLC	\$629,015.00							
Pike Industries	\$650,712.00							
Recommendation (Including Suggested motion, if appropriate)								
<p>Information</p> <p>I recommend that the Town Council approve the bid from GMI Asphalt for the amount of \$629,015.00.</p>								
Fiscal Impact								
<p>We will have \$428,000 from this years budget to encumber and will receive another \$600,000 as budgeted in July</p>								
Prepared By: Diane Boyce, DPW Director								
Town Administrator's Recommendation								
Concur								

Advanced

Town of Hooksett



Department of Public Works

ADDENDUM

BID #18-03 Hooksett Roadway Improvement Project

Number: 1 Issued: March 21, 2018

The following listed items are clarifications, modifications, additions, substitutions or deletions to or from the above – captioned project:

Contract Document:

1. **Change Bid Item No. 1001** of PART B BID Additive Alternative- Zapora Drive:
Change to “Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.
2. **Change Bid Item No. 1001** of PART C BID Additive Alternative- Roy Road: Change to
“Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.
3. **Change Bid Item No. 1001** of PART D BID Additive Alternative- Grandview Drive:
Change to “Bid Item 1001 - Contingencies as Ordered and Approved By Town Five
Thousand Dollars and 00 cents.
4. **Change Bid Item No. 1001** of PART E BID Additive Alternative- Alameda Drive:
Change to “Bid Item 1001 - Contingencies as Ordered and Approved By Town Five
Thousand Dollars and 00 cents.
5. **Change Bid Item No. 1001** of PART F BID Additive Alternative- Egawes Drive:
Change to “Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.

The bid items shall read as follows:

1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand _____ Dollars and _00_ Cents	\$5,000	\$5,000
------	----	---	---	---------	---------

6. **Change Bid Item No. 604 of PART F BID Additive Alternative- Egawes Drive:**
Change to "Bid Item 604 - Lower and Raise Sewer Manhole Covers _____
Unit LS to Unit EA.

The bid item shall read as follows:

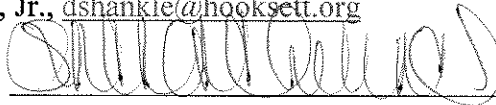
604	EA	5	Lower and Raise Sewer Manhole Covers _____	_____	_____
			_____ Dollars and _____ Cents		-

- Due Date/Time for receipt of proposals remains as: April 17, 2018 at 10:00 a.m.
- **Please acknowledge receipt of addendum no. 1 on your proposal by including this signed sheet when submitting your bid.**

END OF ADDENDUM

Town Administrator, Dr. Dean E. Shankle, Jr., dshankle@hooksett.org

Acknowledge receipt of Addendum No. 1: _____



TOWN OF HOOKSETT, NEW HAMPSHIRE

Bid # 18-03 2018 Roadway Improvements Project

PART A Base BID – HACKETT HILL ROAD, 8,000 linear feet

Bid Sheet of Unit Prices – Page 1 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	27,000	Cold Plane Bituminous Surfaces (Roadway) <u>ONE</u> Dollars and <u>SIXTY</u> Cents	<u>\$160</u>	<u>\$4,320.00</u>
403.11	TON	1,200	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>SIXTY ONE</u> Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$74,280.00</u>
403.11	TON	2,400	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>SIXTY ONE</u> Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$148,560.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>SIXTY EIGHT</u> Dollars and <u>ZERO</u> Cents	<u>\$68.00</u>	<u>\$3,400.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>SIXTY FIVE</u> Dollars and <u>ZERO</u> Cents	<u>\$65.00</u>	<u>\$650.00</u>
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>SIXTY TWO</u> Dollars and <u>FIFTY</u> Cents	<u>\$62.50</u>	<u>\$6,250.00</u>
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>ONE HUNDRED SEVENTY FIVE</u> Dollars and <u>ZERO</u> Cents	<u>\$175.00</u>	<u>\$3,500.00</u>

619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>SIX THOUSAND EIGHT HUNDRED</u> Dollars and <u>ZERO</u> Cents	<u>\$6,800.00</u>	<u>\$6,800.00</u>
618.61	Hr.	40	Uniformed Officer with Vehicle <u>EIGHTY FIVE</u> Dollars and <u>ZERO</u> Cents	85.00	3,400
618.7	Hr.	160	Traffic Flaggers - Certified <u>TWENTY NINE</u> Dollars and <u>FIFTY</u> Cents	<u>\$29.50</u>	<u>\$4,720.00</u>
632.01 04	LF	32,000	Paint Markings, 4" Line <u>ZERO</u> Dollars and <u>TWENTY THREE</u> Cents	<u>\$0.23</u>	<u>\$7,360.00</u>
632.01 12	LF	200	Paint Markings, 12" Line (Stop lines) <u>FIVE</u> Dollars and <u>FIFTY</u> Cents	<u>\$5.50</u>	<u>\$1,100.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>NINE THOUSAND FIVE HUNDRED SIXTY</u> Dollars and <u>ZERO</u> Cents	<u>\$9,560.00</u>	<u>\$9,560.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand _____ Dollars and <u>00</u> Cents	\$10,000	\$10,000

Part A Base BID AMOUNT: \$322,780.00
(NUMERALS)

Part A Base BID AMOUNT: THREE HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS
(WRITE OUT IN WORDS)

PART B BID Additive Alternative – ZAPORA DRIVE, 2,000 Linear feet

Bid Sheet of Unit Prices – Page 3 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	5,500	Cold Plane Bituminous Surfaces (Roadway) <u>ONE</u> ____ Dollars and <u>SEVENTY</u> Cents	<u>\$176</u>	<u>\$9,350.00</u> -
403.11	TON	250	Bituminous Pavement SHIM course – Machine Method)average thickness <u>3/4") SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$15,475.00</u> -
403.11	TON	500	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$30,950.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>SIXTY TWO</u> ____ Dollars and <u>FIFTY</u> Cents	<u>\$62.50</u>	<u>\$6,250.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>ONE HUNDRED SEVENTY</u> <u>FIVE</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$175.00</u>	<u>\$3,500.00</u> -
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>SIX THOUSAND EIGHT</u> <u>HUNDRED</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$6,800.00</u>	<u>\$6,800.00</u> -
618.61	Hr.	20	Uniformed Officer with Vehicle <u>EIGHTY FIVE</u> ____ Dollars and <u>ZERO</u> Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified		

			<u>TWENTY NINE</u>	<u>\$29.50</u>	<u>\$2,360.00</u>
			<u>—</u>		<u>—</u>
			<u>— Dollars and <u>FIFTY</u> Cents</u>		
632.01 04	LF	8,000	Paint Markings, 4" Line <u>ZERO</u>	<u>\$0.24</u>	<u>\$1,920.00</u>
			<u>—</u>		<u>—</u>
			<u>— Dollars and <u>TWENTY FOUR</u> Cents</u>		
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>FIVE</u>	<u>\$5.50</u>	<u>\$550.00</u>
			<u>—</u>		<u>—</u>
			<u>— Dollars and <u>FIFTY</u> Cents</u>		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>SIX THOUSAND FOUR HUNDRED TEN</u>	<u>\$6,410.00</u>	<u>\$6,410.00</u>
			<u>—</u>		<u>—</u>
			<u>— Dollars and <u>ZERO</u> Cents</u>		
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u>	<u>\$5,000</u>	<u>\$5,000</u>
			<u>—</u>		
			<u>Dollars and <u>00</u> Cents</u>		

Part B BID Additive Alternative AMOUNT:\$90,265.00

(NUMERALS)

Part B BID Additive Alternative AMOUNT:NINETY THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS EVEN

(WRITE OUT IN WORDS)

PART C BID Additive Alternative – ROY ROAD, 3,300 Linear feet**Bid Sheet of Unit Prices – Page 5 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	400	Cold Plane Bituminous Surfaces (20 Driveways x 20 lf each) <u>four</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$240</u>	<u>\$1,600.00</u> —
403.11	TON	400	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$6190</u>	<u>\$24,760.00</u> —
403.11	TON	800	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$6190</u>	<u>\$49,520.00</u> —
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>SIXTY EIGHT</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$6800</u>	<u>\$3,400.00</u> —
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>SIXTY FIVE</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$6500</u>	<u>\$650.00</u> —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>SIXTY TWO</u> ____ Dollars and <u>FIFTY</u> Cents	<u>\$6250</u>	<u>\$6,250.00</u> —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>\$17500</u>	<u>\$3,500.00</u> —

			ONE HUNDRED SEVENTY FIVE Dollars and ZERO Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic THREE THOUSAND EIGHT HUNDRED Dollars and ZERO Cents	\$3,800 ⁰⁰	\$3,800.00
618.61	Hr.	20	Uniformed Officer with Vehicle EIGHTY FIVE Dollars and ZERO Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified TWENTY NINE Dollars and FIFTY Cents	\$29 ⁵⁰	\$2,360.00
632.01 04	LF	13,200	Paint Markings, 4" Line ZERO Dollars and TWENTY THREE Cents	\$0.23	\$3,036.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) FIVE Dollars and FIFTY Cents	\$5 ⁵⁰	\$550.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items SIX THOUSAND SEVEN HUNDRED EIGHTY Dollars and ZERO Cents	\$6,780 ⁰⁰	\$6,780.00
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C Additive Alternative BID AMOUNT:

\$12,906.00

(NUMERALS)

Part C Additive Alternative BID AMOUNT:

ONE HUNDRED TWELVE THOUSAND NINE HUNDRED SIX DOLLARS AND ZERO CENTS
(WRITE OUT IN WORDS)

PART D BID Additive Alternative – GRANDVIEW DRIVE , 1,100 Linear feet**Bid Sheet of Unit Prices – Page 8 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	160	Cold Plane Bituminous Surfaces (8 Driveways x 20 lf each) <u>four</u> _____ Dollars and <u>ZERO</u> Cents	<u>\$4.00</u>	<u>\$640.00</u> -
403.11	TON	160	Bituminous Pavement SHIM course – Machine Method)average thickness <u>3/4"</u> <u>SIXTY ONE</u> _____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$9,904.00</u> -
403.11	TON	320	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>SIXTY ONE</u> _____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$19,808.00</u> -
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>SIXTY EIGHT</u> _____ Dollars and <u>ZERO</u> Cents	<u>\$68.00</u>	<u>\$3,400.00</u> -
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>SIXTY FIVE</u> _____ Dollars and <u>ZERO</u> Cents	<u>\$65.00</u>	<u>\$650.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>SIXTY TWO</u> _____ Dollars and <u>FIFTY</u> Cents	<u>\$62.50</u>	<u>\$6,250.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>\$175.00</u>	<u>\$3,500.00</u> -

			ONE HUNDRED SEVENTY FIVE Dollars and ZERO Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic THREE THOUSAND EIGHT HUNDRED Dollars and ZERO Cents	\$3800 ⁰⁰	\$3,800.00
618.7	Hr.	40	Traffic Flaggers - Certified TWENTY NINE Dollars and FIFTY Cents	\$29 ⁵⁰	\$1,180.00
632.01 04	LF	4,400	Paint Markings, 4" Line ZERO Dollars and TWENTY THREE Cents	\$0.23	\$1,012.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) FIVE Dollars and FIFTY Cents	\$5 ⁵⁰	\$550.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items SIX THOUSAND EIGHTEEN Dollars and ZERO Cents	\$6018 ⁰⁰	\$6,018.00
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D Additive Alternative BID AMOUNT:

\$61,802.00

(NUMERALS)

Part D Additive Alternative BID AMOUNT:

SIXTY ONE THOUSAND EIGHT HUNDRED TWO DOLLARS AND ZERO CENTS

(WRITE OUT IN WORDS)

PART E BID Additive Alternative – ALMEDA DRIVE , 2,250 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	320	Cold Plane Bituminous Surfaces (16 Driveways x 20 lf each) <u>four</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$4.00</u>	<u>\$1,280.00</u>
403.11	TON	260	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$16,094.00</u>
403.11	TON	520	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>SIXTY ONE</u> ____ Dollars and <u>NINETY</u> Cents	<u>\$61.90</u>	<u>\$32,188.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>SIXTY EIGHT</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$68.00</u>	<u>\$3,400.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>SIXTY FIVE</u> ____ Dollars and <u>ZERO</u> Cents	<u>\$65.00</u>	<u>\$650.00</u>
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>SIXTY TWO</u> ____ Dollars and <u>FIFTY</u> Cents	<u>\$62.50</u>	<u>\$6,250.00</u>
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>\$175.00</u>	<u>\$3,500.00</u>

			ONE HUNDRED SEVENTY FIVE Dollars and ZERO Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic FIVE THOUSAND EIGHT HUNDRED Dollars and ZERO Cents	\$5,800.00	\$5,800.00
618.7	Hr.	40	Traffic Flaggers - Certified TWENTY NINE Dollars and FIFTY Cents	\$2950	\$1,180.00
632.01 04	LF	9,000	Paint Markings, 4" Line ZERO Dollars and TWENTY THREE Cents	\$0.23	\$2,070.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) FIVE Dollars and FIFTY Cents	\$550	\$550.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items SIX THOUSAND FOUR HUNDRED THIRTY Dollars and ZERO Cents	\$6,430.00	\$6,430.00
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part E Additive Alternative BID AMOUNT:

\$84,392.00
(NUMERALS)

Part E Additive Alternative BID AMOUNT:

EIGHTY FOUR THOUSAND THREE HUNDRED NINETY TWO DOLLARS AND ZERO CENTS
(WRITE OUT IN WORDS)

PART F BID Additive Alternative – EGAWES DRIVE , 2,150 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.10 8	S.Y.	6,000	Reclaimed Stabilized Base Processed In Place 8 inch Deep <u>ONE</u> <u>FIFTY</u> Dollars and Cents	<u>\$150</u>	<u>\$9,000.00</u>
403.11	TON	700	Bituminous Pavement Base course – Machine Method) 2 inch thickness <u>SIXTY ONE</u> Dollars and <u>NINETY</u> Cents	<u>\$61⁹⁰</u>	<u>\$43,330.00</u>
403.11	TON	350	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method <u>SIXTY ONE</u> Dollars and <u>NINETY</u> Cents	<u>\$61⁹⁰</u>	<u>\$21,665.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>FORTY TWO</u> Dollars and <u>ZERO</u> Cents	<u>\$42⁰⁰</u>	<u>\$2,100.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>FORTY</u> Dollars and <u>ZERO</u> Cents	<u>\$40⁰⁰</u>	<u>\$400.00</u>
604	LS EA	5	Lower and Raise Sewer Manhole Covers <u>FOUR HUNDRE FIFTY</u> Dollars and <u>ZERO</u> Cents	<u>\$450⁰⁰</u>	<u>\$2,250.00</u>
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>ONE THOUSAND FIVE HUNDRED</u> Dollars and <u>ZERO</u> Cents	<u>\$1500⁰⁰</u>	<u>\$1,500.00</u>

618.7	Hr.	60	Traffic Flaggers - Certified <u>TWENTY FOUR</u> — — Dollars and <u>ZERO</u> Cents	<u>\$24⁰⁰</u>	<u>\$1,440.00</u>
632.01 04	LF	8,600	Paint Markings, 4" Line <u>ZERO</u> — — Dollars and <u>TWO</u> Cents	<u>\$0.22</u>	<u>\$1,892.00</u>
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>THREE</u> — — Dollars and <u>ZERO</u> Cents	<u>\$3⁰⁰</u>	<u>\$300.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>THREE THOUSAND SIX HUNDRED FIFTY</u> — — Dollars and <u>ZERO</u> Cents	<u>\$3,650⁰⁰</u>	<u>\$3,650.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> — Dollars and <u>00</u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part F Additive Alternative BID AMOUNT:\$92,527.00

(NUMERALS)

Part F Additive Alternative BID AMOUNT:NINETY TWO THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND ZERO CENTS

(WRITE OUT IN WORDS)

SUMMARY OF BIDS (Page 13 of 13) in numerals:

PART A Base Bid Amount "Hackett Hill Road":

\$322,780.00

Bid Additive Alternative PART B Bid Amount "Zapora Drive":

\$90,265.00

Bid Additive Alternative PART C Bid Amount "Roy Road":

\$112,906.00

Bid Additive Alternative PART D Bid Amount "Grandview Drive":

\$61,802.00

Bid Additive Alternative PART E Bid Amount "Almeda Drive":

\$84,392.00

TOTAL PART's A, B, C, D and E – Bid Amount: \$672,145.00

Part F Funding by the Hooksett Sewer Commission

Bid Additive Alternative PART F Bid Amount "Egawes Drive":

\$92,527.00

DATE SUBMITTED: 4/12/18

RESPECTIVELY SUBMITTED: ADVANCED EXCAVATING & PAVING LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

SHARON A GELINAS, PRESIDENT

Print Representative's Name and Title

Signature

PO BOX 581 166 GRANITE STREET SUNKOOK NH 03275

Address / Street-City-Zip Code

485-9755

SHARON@ADVEPINC.COM

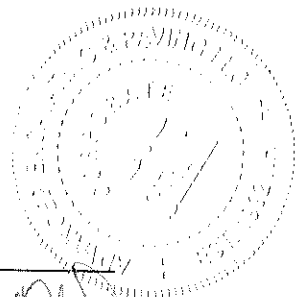
Telephone Number and E-Mail Address

FAX 485-5579

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.



GMI

TOWN OF HOOKSETT, NEW HAMPSHIRE

Bid # 18-03 2018 Roadway Improvements Project

PART A Base BID – HACKETT HILL ROAD, 8,000 linear feet

Bid Sheet of Unit Prices – Page 1 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	27,000	Cold Plane Bituminous Surfaces (Roadway) One Dollars and <u>Seventy Five</u> Cents	<u>1.75</u>	<u>47,250.00</u>
403.11	TON	1,200	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>Sixty Three</u> Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>75,600.00</u>
403.11	TON	2,400	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty Three</u> Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>151,200.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Fifty Eight</u> Dollars and <u>Zero</u> Cents	<u>58.00</u>	<u>2,900.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Forty Four</u> Dollars and <u>Zero</u> Cents	<u>44.00</u>	<u>440.00</u>
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Thirty Six</u> Dollars and <u>Zero</u> Cents	<u>36.00</u>	<u>3,600.00</u>
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>One Hundred Thirty Five</u> Dollars and <u>Zero</u> Cents	<u>135.00</u>	<u>2,700.00</u>

619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Five Thousand Five Hundred</u> <u>Dollars and <u>Zero</u> Cents</u>	<u>5,500.00</u>	<u>5,500.00</u>
618.61	Hr.	40	Uniformed Officer with Vehicle <u>Eighty Five</u> <u>Dollars and <u>Zero</u> Cents</u>	<u>85.00</u>	<u>3,400</u>
618.7	Hr.	160	Traffic Flaggers - Certified <u>Twenty Seven</u> <u>Dollars and <u>Zero</u> Cents</u>	<u>27.00</u>	<u>4,320.00</u>
632.01 04	LF	32,000	Paint Markings, 4" Line <u>Zero</u> <u>Dollars and <u>Twenty</u> Cents</u>	<u>0.20</u>	<u>6,400.00</u>
632.01 12	LF	200	Paint Markings, 12" Line (Stop lines) <u>One</u> <u>Dollars and <u>Twenty Five</u> Cents</u>	<u>1.25</u>	<u>250.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Four Thousand</u> <u>Dollars and <u>Zero</u> Cents</u>	<u>4,000.00</u>	<u>4,000.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand</u> <u>Dollars and <u>__00__</u> Cents</u>	<u>\$10,000</u>	<u>\$10,000</u>

Part A Base BID AMOUNT:

\$ 317,560.00

(NUMERALS)

Part A Base BID AMOUNT:

Three Hundred Seventeen Thousand Five Hundred Sixty Dollars and Zero Cents

(WRITE OUT IN WORDS)

Town of Hooksett



Department of Public Works

ADDENDUM

BID #18-03 Hooksett Roadway Improvement Project

Number: 1 Issued: March 21, 2018

The following listed items are clarifications, modifications, additions, substitutions or deletions to or from the above – captioned project:

Contract Document:

1. **Change Bid Item No. 1001** of PART B BID Additive Alternative- Zapora Drive: Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 cents.
2. **Change Bid Item No. 1001** of PART C BID Additive Alternative- Roy Road: Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 cents.
3. **Change Bid Item No. 1001** of PART D BID Additive Alternative- Grandview Drive: Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 cents.
4. **Change Bid Item No. 1001** of PART E BID Additive Alternative- Almeda Drive: Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 cents.
5. **Change Bid Item No. 1001** of PART F BID Additive Alternative- Egawes Drive: Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 cents.

The bid items shall read as follows:

1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand _____ Dollars and __00__ Cents	\$5,000	\$5,000
------	----	---	--	---------	---------

6. Change Bid Item No. 604 of PART F BID Additive Alternative- Egawes Drive:
Change to "Bid Item 604 - Lower and Raise Sewer Manhole Covers
Unit EA.

The bid item shall read as follows:

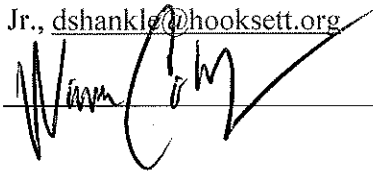
604	EA	5	Lower and Raise Sewer Manhole Covers_____	_____	_____
			_____		-
			_____ Dollars and _____ Cents		

- Due Date/Time for receipt of proposals remains as: April 17, 2018 at 10:00 a.m.
- Please acknowledge receipt of addendum no. 1 on your proposal by including this signed sheet when submitting your bid.

END OF ADDENDUM

Town Administrator, Dr. Dean E. Shankle, Jr., dshankle@hooksett.org

Acknowledge receipt of Addendum No. 1: _____



PART B BID Additive Alternative – ZAPORA DRIVE, 2,000 Linear feet

Bid Sheet of Unit Prices – Page 3 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	5,500	Cold Plane Bituminous Surfaces (Roadway) One _____ Dollars and <u>Seventy Five</u> Cents	<u>1.75</u>	<u>9,625.00</u> —
403.11	TON	250	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>Sixty Three</u> _____ Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>15,750.00</u> —
403.11	TON	500	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty Three</u> _____ Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>31,500.00</u> —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Thirty Six</u> _____ Dollars and <u>Zero</u> Cents	<u>36.00</u>	<u>3,600.00</u> —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>One Hundred Thirty Five</u> _____ Dollars and <u>Zero</u> Cents	<u>135.00</u>	<u>2,700.00</u> —
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Two Thousand Two Hundred</u> _____ Dollars and <u>Zero</u> Cents	<u>2,200.00</u>	<u>2,200.00</u> —
618.61	Hr.	20	Uniformed Officer with Vehicle <u>Eighty Five</u> _____ Dollars and <u>Zero</u> Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified		

Request For Proposal No.18-03

			Twenty Seven _____ _____ _____ Dollars and Zero Cents	27.00 _____ _____ _____ 0.20	2,160.00 _____ _____ _____ 1,600.00
632.01 04	LF	8,000	Paint Markings, 4" Line Zero _____ _____ Dollars and Twenty Cents	0.20 _____ _____ _____ 1.25	1,600.00 _____ _____ _____ 125.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) One _____ _____ Dollars and Twenty Five Cents	1.25 _____ _____ _____ 2,500.00	125.00 _____ _____ _____ 2,500.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand Five Hundred _____ _____ Dollars and Zero Cents	2,500.00 _____ _____ _____ \$5,000	2,500.00 _____ _____ _____ \$5,000
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand _____ _____ Dollars and 00 Cents	\$5,000 _____ _____ _____ \$5,000	\$5,000 _____ _____ _____ \$5,000

Part B BID Additive Alternative AMOUNT:

\$ 78,460.00

(NUMERALS)

Part B BID Additive Alternative AMOUNT:

Seventy Eight Thousand Four Hundred Sixty Dollars and Zero Cents

(WRITE OUT IN WORDS)

PART C BID Additive Alternative – ROY ROAD, 3,300 Linear feet**Bid Sheet of Unit Prices – Page 5 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	400	Cold Plane Bituminous Surfaces (20 Driveways x 20 lf each) Eleven _____ Dollars and _____ Zero _____ Cents	11.00	4,400.00 —
403.11	TON	400	Bituminous Pavement SHIM course – Machine Method }average thickness ¾") _____ Sixty Three _____ Dollars and _____ Zero _____ Cents	63.00	25,200.00 —
403.11	TON	800	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method Sixty Three _____ Dollars and _____ Zero _____ Cents	63.00	50,400.00 —
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town Fifty Eight _____ Dollars and _____ Zero _____ Cents	58.00	2,900.00 —
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone Forty Four _____ Dollars and _____ Zero _____ Cents	44.00	440.00 —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY)as directed by the Town Thirty Six _____ Dollars and _____ Zero _____ Cents	36.00	3,600.00 —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	135.00	2,700.00 —

Request For Proposal No.18-03

			One Hundred Thirty Five _____ _____ Dollars and <u>Zero</u> Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Two Thousand One Hundred</u> _____ _____ Dollars and <u>Zero</u> Cents	2,100.00	2,100.00 —
618.61	Hr.	20	Uniformed Officer with Vehicle <u>Eighty Five</u> _____ _____ Dollars and <u>Zero</u> Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified <u>Twenty Seven</u> _____ _____ Dollars and <u>Zero</u> Cents	27.00	2,160.00 —
632.01 04	LF	13,200	Paint Markings, 4" Line <u>Zero</u> _____ _____ Dollars and <u>Twenty</u> Cents	0.20	2,640.00 —
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>One</u> _____ _____ Dollars and <u>Twenty Five</u> Cents	1.25	125.00 —
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Two Thousand Five Hundred</u> _____ _____ Dollars and <u>Zero</u> Cents	2,500.00	2,500.00 —
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and <u>00</u> Cents	\$5,000	\$5,000

Part C Additive Alternative BID AMOUNT:

\$ 105,865.00

(NUMERALS)

Part C Additive Alternative BID AMOUNT:

One Hundred Five Thousand Eight Hundred Sixty Five Dollars and Zero Cents

(WRITE OUT IN WORDS)

PART D BID Additive Alternative – GRANDVIEW DRIVE , 1,100 Linear feet**Bid Sheet of Unit Prices – Page 8 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	160	Cold Plane Bituminous Surfaces (8 Driveways x 20 lf each) Eleven _____ Dollars and <u>Zero</u> Cents	<u>11.00</u>	<u>1,760.00</u> —
403.11	TON	160	Bituminous Pavement SHIM course – Machine Method (average thickness ¾") Sixty Three _____ Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>10,080.00</u> —
403.11	TON	320	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method Sixty Three _____ Dollars and <u>Zero</u> Cents	<u>63.00</u>	<u>20,160.00</u> —
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town Fifty Eighty _____ Dollars and <u>Zero</u> Cents	<u>58.00</u>	<u>2,900.00</u> —
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone Forty Four _____ Dollars and <u>Zero</u> Cents	<u>44.00</u>	<u>440.00</u> —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town Thirty Six _____ Dollars and <u>Zero</u> Cents	<u>36.00</u>	<u>3,600.00</u> —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>135.00</u>	<u>2,700.00</u> —

Request For Proposal No.18-03

			One Hundred Thirty Five _____ _____ _____ Dollars and Zero Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic One Thousand Six Hundred _____ _____ _____ Dollars and Zero Cents	1,600.00	1,600.00
618.7	Hr.	40	Traffic Flaggers - Certified Twenty Seven _____ _____ _____ Dollars and Zero Cents	27.00	1,080.00
632.01 04	LF	4,400	Paint Markings, 4" Line Zero _____ _____ _____ Dollars and Twenty Cents	0.20	880.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) One _____ _____ _____ Dollars and Twenty Five Cents	1.25	125.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand _____ _____ _____ Dollars and Zero Cents	2,000.00	2,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D Additive Alternative BID AMOUNT:

\$ 52,325.00

(NUMERALS)

Part D Additive Alternative BID AMOUNT:

Fifty Two Thousand Three Hundred Twenty Five Dollars and Zero Cents

(WRITE OUT IN WORDS)

PART E BID Additive Alternative – ALMEDA DRIVE , 2,250 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	320	Cold Plane Bituminous Surfaces (16 Driveways x 20 lf each) Eleven ____ Dollars and ____ zero ____ Cents	<u>11.00</u>	<u>3,520.00</u> –
403.11	TON	260	Bituminous Pavement SHIM course – Machine Method (average thickness ¾") Sixty Three ____ Dollars and ____ Zero ____ Cents	<u>63.00</u>	<u>16,380.00</u> –
403.11	TON	520	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method Sixty Three ____ Dollars and ____ Zero ____ Cents	<u>63.00</u>	<u>32,760.00</u> –
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town Fifty Eight ____ Dollars and ____ Zero ____ Cents	<u>58.00</u>	<u>2,900.00</u> –
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone Forty Four ____ Dollars and ____ Zero ____ Cents	<u>44.00</u>	<u>440.00</u> –
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town Thirty Six ____ Dollars and ____ Zero ____ Cents	<u>36.00</u>	<u>3,600.00</u> –
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>135.00</u>	<u>2,700.00</u> –

Request For Proposal No.18-03

			One Hundred Thirty Five _____ _____ Dollars and Zero Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Two Thousand _____ _____ Dollars and Zero Cents	2,000.00	2,000.00
618.7	Hr.	40	Traffic Flaggers - Certified Twenty Seven _____ _____ Dollars and Zero Cents	27.00	1,080.00
632.01 04	LF	9,000	Paint Markings, 4" Line Zero _____ _____ Dollars and Twenty Cents	0.20	1,800.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) One _____ _____ Dollars and Twenty Five Cents	1.25	125.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand Five Hundred _____ _____ Dollars and Zero Cents	2,500.00	2,500.00
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand _____ Dollars and 00 Cents	\$5,000	\$5,000

Part E Additive Alternative BID AMOUNT:

\$ 74,805.00

(NUMERALS)

Part E Additive Alternative BID AMOUNT:

Seventy Four Thousand Eight Hundred Five Dollars and Zero Cents

(WRITE OUT IN WORDS)

PART F BID Additive Alternative – EGAWES DRIVE , 2,150 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.10 8	S.Y.	6,000	Reclaimed Stabilized Base Processed In Place 8 inch Deep One _____ Twenty Five Cents Dollars and Cents	1.25	7,500.00
403.11	TON	700	Bituminous Pavement Base course – Machine Method) 2 inch thickness Sixty Three _____ Dollars and Zero Cents	63.00	44,100.00
403.11	TON	350	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Sixty Three _____ Dollars and Zero Cents	63.00	32,760.00
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town Fifty Eight _____ Dollars and Zero Cents	58.00	2,900.00
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone Forty Four _____ Dollars and Zero Cents	44.00	440.00
604	LS EA	5	Lower and Raise Sewer Manhole Covers Four Hundred _____ Dollars and Zero Cents	400.00	2,000.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Two Thousand Five Hundred _____ Dollars and Zero Cents	2,500.00	2,500.00

Request For Proposal No.18-03

618.7	Hr.	60	Traffic Flaggers - Certified Twenty Seven _____ _____ Dollars and <u>Zero</u> Cents	<u>27.00</u>	<u>1,620.00</u> —
632.01 04	LF	8,600	Paint Markings, 4" Line Zero _____ _____ Dollars and <u>Twenty</u> Cents	<u>0.20</u>	<u>1,720.00</u> —
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) One _____ _____ Dollars and <u>Twenty Five</u> Cents	<u>1.25</u>	<u>125.00</u> —
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand Five Hundred _____ _____ Dollars and <u>Zero</u> Cents	<u>2,500.00</u>	<u>2,500.00</u> —
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand <u>Five Thousand</u> _____ Dollars and <u>00</u> Cents	\$5,000	\$5,000

Part F Additive Alternative BID AMOUNT:

\$ 103,165.00

(NUMERALS)

Part F Additive Alternative BID AMOUNT:

One Hundred Three Thousand One Hundred Sixty Five Dollars and Zero Cents

(WRITE OUT IN WORDS)

SUMMARY OF BIDS (Page 13 of 13) in numerals:

PART A Base Bid Amount "Hackett Hill Road":

\$ 317,560.00

Bid Additive Alternative PART B Bid Amount "Zapora Drive":

\$ 78,460.00

Bid Additive Alternative PART C Bid Amount "Roy Road":

\$ 105,865.00

Bid Additive Alternative PART D Bid Amount "Grandview Drive":

\$ 52,325.00

Bid Additive Alternative PART E Bid Amount "Almeda Drive":

\$ 74,805.00

TOTAL PART's A, B, C, D and E -- Bid Amount: \$ 629,015.00

Part F Funding by the Hooksett Sewer Commission

Bid Additive Alternative PART F Bid Amount "Egawes Drive":

\$ 103,165.00

DATE SUBMITTED: 04/17/2018

RESPECTIVELY SUBMITTED: GMI Asphalt, LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Warren Colby - President

Print Representative's Name and Title
288 Laconia Road, Belmont, NH 03220

Signature

Address / Street-City-Zip Code

603-524-0200 - wcolby@gmiasphalt.com or jeff@gmiasphalt.com

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.



BROX INDUSTRIES, INC.

1471 Methuen Street Dracut, MA 01826-5439

Office: (978) 454-9105 FAX: (978) 805-9719

www.broxindustries.com

April 17, 2018

Town of Hooksett, Town Hall
Administration Department
35 Main Street
Hooksett, NH 03106

ATTN: Dr. Dean E. Shankle Jr.- Town Administrator

RE: BID#18-03 Hooksett 2018 Roadway Improvements Project

Page 5 “Items Addressed”

a) Name, address, telephone number, fax number and email address of the company

Brox Industries Inc.,
1471 Methuen Street
Dracut, MA 01826

Business Phone:(978)-454-9105
Business Fax:(978)-805-9719

Email: mnikitas@broxindustries.com

b) Three (3) Copies of the proposal must be submitted

Please see Attached.

c) Name of contact person and telephone number for purposes of following up on Proposal.

Kevin Dimambro- Paving Superintendent/ Estimator
(978)-805-9711

d) Narrative including the qualifications of the company and municipal experience.

Please see the attachments.

e) Has the company been in bankruptcy, reorganization or receivership in the last five Years? If so, please explain under what circumstances this disqualification or termination occurred.

No, Not Applicable.

TOWN OF HOOKSETT, NEW HAMPSHIRE

Bid # 18-03 2018 Roadway Improvements Project

PART A Base BID – HACKETT HILL ROAD, 8,000 linear feet

Bid Sheet of Unit Prices – Page 1 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	27,000	Cold Plane Bituminous Surfaces (Roadway) <u>One</u> Dollars and <u>Ninety-Two</u> Cents	<u>\$1.92</u>	<u>\$51,840.00</u>
403.11	TON	1,200	Bituminous Pavement SHIM course – Machine Method (average thickness <u>¾"</u>) <u>Sixty-Six Dollars</u> Dollars and <u>No</u> Cents	<u>\$66.00</u>	<u>\$79,200.00</u>
403.11	TON	2,400	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty-Two Dollars</u> Dollars and <u>No</u> Cents	<u>\$62.00</u>	<u>\$148,800.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Ninety Dollars</u> Dollars and <u>No</u> Cents	<u>\$90.00</u>	<u>\$4,500.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Seventy-Seven Dollars</u> Dollars and <u>Fifty</u> Cents	<u>\$77.50</u>	<u>\$775.00</u>
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Fifty Dollars</u> Dollars and <u>No</u> Cents	<u>\$50.00</u>	<u>\$5,000.00</u>
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>One Hundred Ten Dollars</u> Dollars and <u>No</u> Cents	<u>\$110.00</u>	<u>\$2,200.00</u>

619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Five Thousand, Nine Hundred Sixty-Five</u> Dollars and <u>No</u> Cents	<u>\$5,965.00</u>	<u>\$5,965.00</u>
618.61	Hr.	40	Uniformed Officer with Vehicle <u>Eighty-Five Dollars</u> Dollars and <u>NO</u> Cents	<u>85.00</u>	<u>3,400</u>
618.7	Hr.	160	Traffic Flaggers - Certified <u>Twenty-Five</u> Dollars and <u>NO</u> Cents	<u>\$25.00</u>	<u>\$4,000.00</u>
632.01 04	LF	32,000	Paint Markings, 4" Line <u>Zero</u> Dollars and <u>Twenty</u> Cents	<u>\$0.20</u>	<u>\$6,400.00</u>
632.01 12	LF	200	Paint Markings, 12" Line (Stop lines) <u>Two</u> Dollars and <u>No</u> Cents	<u>\$2.00</u>	<u>\$400.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Seven Thousand</u> Dollars and <u>No</u> Cents	<u>\$7,000.00</u>	<u>\$7,000.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand</u> Dollars and <u>00</u> Cents	<u>\$10,000</u>	<u>\$10,000</u>

Part A Base BID AMOUNT:

\$329,480.00

(NUMERALS)

Part A Base BID AMOUNT:

Three Hundred Twenty-Nine Thousand, Four Hundred Eighty Dollars and No Cents

(WRITE OUT IN WORDS)

Request For Proposal No.18-03

PART B BID Additive Alternative – ZAPORA DRIVE, 2,000 Linear feet

Bid Sheet of Unit Prices – Page 3 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	5,500	Cold Plane Bituminous Surfaces (Roadway) Two Dollars and Twenty-Five Cents	\$2.25	\$12,375.00
403.11	TON	250	Bituminous Pavement SHIM course – Machine Method (average thickness ¾") Sixty-Six Dollars and No Cents	\$66.00	\$16,500.00
403.11	TON	500	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method Sixty-Two Dollars and No Cents	\$62.00	\$31,000.00
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town Fifty Dollars and No Cents	\$50.00	\$5,000.00
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) One Hundred Ten Dollars and No Cents	\$110.00	\$2,200.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Two Thousand, One Hundred Dollars and No Cents	\$2,100.00	\$2,100.00
618.61	Hr.	20	Uniformed Officer with Vehicle Eighty-Five Dollars and No Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified	See Next Page	

Request For Proposal No.18-03

			<u>Twenty-Five</u> Dollars and <u>No</u> Cents	<u>\$25.00</u>	<u>\$2,000.00</u>
632.01 04	LF	8,000	Paint Markings, 4" Line	<u>\$0.20</u>	<u>\$1,600.00</u>
			<u>Zero</u> Dollars and <u>Twenty</u> Cents		
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines)	<u>\$2.00</u>	<u>\$200.00</u>
			<u>Two</u> Dollars and <u>No</u> Cents		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items	<u>\$2,200.00</u>	<u>\$2,200.00</u>
			<u>Two Thousand, Two Hundred</u> Dollars and <u> </u> Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town	<u>\$5,000</u>	<u>\$5,000</u>
			Ten Thousand Five Thousand Dollars and <u>00</u> Cents		

Part B BID Additive Alternative AMOUNT:

\$81,875.00

(NUMERALS)

Part B BID Additive Alternative AMOUNT:

Eighty-One Thousand, Eight Hundred Seventy-Five Dollars and No Cents

(WRITE OUT IN WORDS)

Request For Proposal No.18-03

PART C BID Additive Alternative – ROY ROAD, 3,300 Linear feet**Bid Sheet of Unit Prices – Page 5 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	400	Cold Plane Bituminous Surfaces (20 Driveways x 20 lf each) Seven Dollars and No Cents	\$7.00	\$2,800.00
403.11	TON	400	Bituminous Pavement SHIM course – Machine Method (average thickness ¾") Sixty-Six Dollars and No Cents	\$66.00	\$26,400.00
403.11	TON	800	Permanent Bituminous Wearing Course 1.5 Inch thickness – Machine Method Sixty-Two Dollars and No Cents	\$62.00	\$49,600.00
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town Ninety Dollars and No Cents	\$90.00	\$4,500.00
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone Seventy-Seven Dollars and Fifty Cents	\$77.50	\$775.00
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town Fifty Dollars and No Cents	\$50.00	\$5,000.00
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) See Next Page		

Request For Proposal No.18-03

			<u>One Hundred Ten</u> <u>Dollars and No Cents</u>	\$110.00	\$2,200.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Two Thousand, One Hundred</u> <u>Dollars and No Cents</u>	\$2,100.00	\$2,100.00
618.61	Hr.	20	Uniformed Officer with Vehicle <u>Eighty-Five</u> <u>Dollars and No Cents</u>	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified <u>Twenty-Five</u> <u>Dollars and No Cents</u>	\$25.00	\$2,000.00
632.01 04	LF	13,200	Paint Markings, 4" Line <u>Zero</u> <u>Dollars and Twenty Cents</u>	\$0.20	\$2,640.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>Two</u> <u>Dollars and No Cents</u>	\$2.00	\$200.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Two Thousand, Two Hundred</u> <u>Dollars and No Cents</u>	\$2,200.00	\$2,200.00
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> <u>Dollars and 00 Cents</u>	\$5,000	\$5,000

Part C Additive Alternative BID AMOUNT:

\$107,115.00

(NUMERALS)

Part C Additive Alternative BID AMOUNT:

One Hundred Seven Thousand, One Hundred Fifteen Dollars and No Cents

(WRITE OUT IN WORDS)

Request For Proposal No.18-03

PART D BID Additive Alternative – GRANDVIEW DRIVE , 1,100 Linear feet**Bid Sheet of Unit Prices – Page 8 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	160	Cold Plane Bituminous Surfaces (8 Driveways x 20 lf each) Seven ____ Dollars and ____ No ____ Cents	<u>\$7.00</u>	<u>\$1,120.00</u> —
403.11	TON	160	Bituminous Pavement SHIM course – Machine Method)average thickness ¾")_____ Ten Thousand, Five Hundred Sixty ____ Dollars and ____ No ____ Cents	<u>\$66.00</u>	<u>\$10,560.00</u> —
403.11	TON	320	Permanent Bituminous Wearing Course 1.5 Inch thickness – Machine Method ____ Sixty-Two ____ Dollars and ____ No ____ Cents	<u>\$62.00</u>	<u>\$19,840.00</u> —
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town ____ Ninety ____ Dollars and ____ No ____ Cents	<u>\$90.00</u>	<u>\$4,500.00</u> —
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone ____ Seventy-Seven ____ Dollars and ____ Fifty ____ Cents	<u>\$77.50</u>	<u>\$775.00</u> —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY)as directed by the Town ____ Fifty ____ Dollars and ____ No ____ Cents	<u>\$50.00</u>	<u>\$5,000.00</u> —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>See Next Page</u>	—

Request For Proposal No.18-03

			<u>One Hundred Ten</u> <u>Dollars and No Cents</u>	\$110.00	\$2,200.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>One Thousand, Two Hundred</u> <u>Dollars and No Cents</u>	\$1,200.00	\$1,200.00
618.7	Hr.	40	Traffic Flaggers - Certified <u>Twenty-Five</u> <u>Dollars and No Cents</u>	\$25.00	\$1,000.00
632.01 04	LF	4,400	Paint Markings, 4" Line <u>Zero</u> <u>Dollars and Twenty Cents</u>	\$0.20	\$880.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>Two</u> <u>Dollars and No Cents</u>	\$2.00	\$200.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>One Thousand, Five Hundred</u> <u>Dollars and No Cents</u>	\$1,500.00	\$1,500.00
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand, Five Thousand</u> <u>Dollars and 00 Cents</u>	\$5,000	\$5,000

Part D Additive Alternative BID AMOUNT:\$53,775.00

(NUMERALS)

Part D Additive Alternative BID AMOUNT:Fifty-Three Thousand, Seven Hundred Seventy-Five Dollars and No Cents

(WRITE OUT IN WORDS)

Request For Proposal No.18-03

PART E BID Additive Alternative – ALMEDA DRIVE , 2,250 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern, Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	320	Cold Plane Bituminous Surfaces (16 Driveways x 20 lf each) _____ Seven _____ Dollars and ____ No Cents	<u>\$7.00</u>	<u>\$2,240.00</u> —
403.11	TON	260	Bituminous Pavement SHIM course – Machine Method (average thickness ¾") _____ _____ Sixty-Six _____ Dollars and ____ No Cents	<u>\$66.00</u>	<u>\$17,160.00</u> —
403.11	TON	520	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method _____ _____ Sixty-Two _____ Dollars and ____ No Cents	<u>\$62.00</u>	<u>\$32,240.00</u> —
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town _____ _____ _____ Ninety _____ Dollars and ____ No Cents	<u>\$90.00</u>	<u>\$4,500.00</u> —
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone _____ _____ _____ Seventy-Seven _____ Dollars and ____ Fifty Cents	<u>\$77.50</u>	<u>\$775.00</u> —
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town _____ _____ _____ Fifty _____ Dollars and ____ No Cents	<u>\$50.00</u>	<u>\$5,000.00</u> —
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>See Next Page</u>	—

Request For Proposal No.18-03

			<u>One Hundred Ten</u> <u>Dollars and No Cents</u>	\$110.00	\$2,200.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>One Thousand, Two Hundred</u> <u>Dollars and No Cents</u>	\$1,200.00	\$1,200.00
618.7	Hr.	40	Traffic Flaggers - Certified <u>Twenty-Five</u> <u>Dollars and No Cents</u>	\$25.00	\$1,000.00
632.01 04	LF	9,000	Paint Markings, 4" Line <u>Zero</u> <u>Dollars and Twenty Cents</u>	\$0.20	\$1,800.00
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>Two</u> <u>Dollars and No Cents</u>	\$2.00	\$200.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>One Thousand, Five Hundred</u> <u>Dollars and No Cents</u>	\$1,500.00	\$1,500.00
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> <u>Dollars and 00 Cents</u>	\$5,000	\$5,000

Part E Additive Alternative BID AMOUNT:

\$74,815.00

(NUMERALS)

Part E Additive Alternative BID AMOUNT:

Seventy-Four Thousand, Eight Hundred Fifteen Dollars and No Cents

(WRITE OUT IN WORDS)

SUMMARY OF BIDS (Page 13 of 13) in numerals:

PART A Base Bid Amount "Hackett Hill Road":

\$329,480.00

Bid Additive Alternative PART B Bid Amount "Zapora Drive":

\$81,875.00

Bid Additive Alternative PART C Bid Amount "Roy Road":

\$107,115.00

Bid Additive Alternative PART D Bid Amount "Grandview Drive":

\$53,775.00

Bid Additive Alternative PART E Bid Amount "Almeda Drive":

\$74,815.00

TOTAL PART's A, B, C, D and E – Bid Amount: \$647,060.00

Part F Funding by the Hooksett Sewer Commission

Bid Additive Alternative PART F Bid Amount "Egawes Drive":

\$96,215.00

DATE SUBMITTED: April 17, 2018

RESPECTIVELY SUBMITTED: Brox Industries

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Mark Nikitas - Sales Manager

Print Representative's Name and Title

Signature

1471 Methuen Street - Dracut, MA 01826

Address / Street-City-Zip Code

(978)454-9105 mnikitas@broxindustries.com

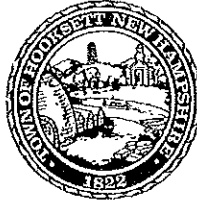
Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

Town of Hooksett



Department of Public Works

ADDENDUM

BID #18-03 Hooksett Roadway Improvement Project

Number: 1 Issued: March 21, 2018

The following listed items are clarifications, modifications, additions, substitutions or deletions to or from the above – captioned project:

Contract Document:

1. Change Bid Item No. 1001 of PART B BID Additive Alternative- Zapora Drive:
Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.
2. Change Bid Item No. 1001 of PART C BID Additive Alternative- Roy Road: Change to
"Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.
3. Change Bid Item No. 1001 of PART D BID Additive Alternative- Grandview Drive:
Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five
Thousand Dollars and 00 cents.
4. Change Bid Item No. 1001 of PART E BID Additive Alternative- Almeda Drive:
Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town Five
Thousand Dollars and 00 cents.
5. Change Bid Item No. 1001 of PART F BID Additive Alternative- Egawes Drive:
Change to "Bid Item 1001 - Contingencies as Ordered and Approved By Town
Five Thousand Dollars and 00 cents.

The bid items shall read as follows:

1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand _____ Dollars and __ 00 __ Cents	\$5,000	\$5,000
------	----	---	---	---------	---------

6. Change Bid Item No. 604 of PART F BID Additive Alternative- Egawes Drive:
Change to "Bid Item 604 - Lower and Raise Sewer Manhole Covers _____
Unit EA.

The bid item shall read as follows:

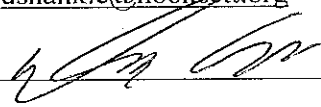
604	EA	5	Lower and Raise Sewer Manhole Covers _____ _____ _____ Dollars and _____ Cents	_____	_____
-----	----	---	---	-------	-------

- Due Date/Time for receipt of proposals remains as: April 17, 2018 at 10:00 a.m.
- Please acknowledge receipt of addendum no. 1 on your proposal by including this signed sheet when submitting your bid.

END OF ADDENDUM

Town Administrator, Dr. Dean E. Shankle, Jr., dshankle@hooksett.org

Acknowledge receipt of Addendum No. 1: _____



SUMMARY OF BIDS (Page 13 of 13) in numerals:

PART A Base Bid Amount "Hackett Hill Road":

319,260.00

Bid Additive Alternative PART B Bid Amount "Zapora Drive":

83,470.00

Bid Additive Alternative PART C Bid Amount "Roy Road":

110,504.00

Bid Additive Alternative PART D Bid Amount "Grandview Drive":

58,528.00

Bid Additive Alternative PART E Bid Amount "Almeda Drive":

78,950.00

TOTAL PART's A, B, C, D and E – Bid Amount:

650,712.00

Part F Funding by the Hooksett Sewer Commission

Bid Additive Alternative PART F Bid Amount "Egawes Drive":

98,732.00

DATE SUBMITTED:

4-17-18

RESPECTIVELY SUBMITTED:

P. Ka Industries Inc.

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Print Representative's Name and Title

Chris Matheson Sales

Signature

Address / Street-City-Zip Code

Hackett Hill Rd Hooksett N.H.

Telephone Number and E-Mail Address

603-312-3695 cmatheson@p.kaindustries.com

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

A

TOWN OF HOOKSETT, NEW HAMPSHIRE

Bid # 18-03 2018 Roadway Improvements Project

PART A Base BID – HACKETT HILL ROAD, 8,000 linear feet

Bid Sheet of Unit Prices – Page 1 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	27,000	Cold Plane Bituminous Surfaces (Roadway) <u>One</u> Dollars and <u>50</u> Cents	<u>1.50</u>	<u>40,500.00</u>
403.11	TON	1,200	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>Sixty Five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>78,000.00</u>
403.11	TON	2,400	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty Five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>156,000.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Eighty Five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>4,250.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Eighty Five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>850.00</u>
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Twenty Five</u> Dollars and <u>0</u> Cents	<u>25.00</u>	<u>2,500.00</u>
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <u>One hundred & Fifty</u> Dollars and <u>0</u> Cents	<u>150.00</u>	<u>3,000.00</u>

619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Five thousand</u> Dollars and <u>0</u> Cents	<u>5,000.00</u>	<u>5,000.00</u>
618.61	Hr.	40	Uniformed Officer with Vehicle <u>Fifty two</u> Dollars and <u>0</u> Cents	85.00	3,400
618.7	Hr.	160	Traffic Flaggers - Certified <u>Thirty two</u> Dollars and <u>0</u> Cents	<u>32.00</u>	<u>5,120.00</u>
632.01 04	LF	32,000	Paint Markings, 4" Line <u>Seventeen cents</u> Dollars and <u>0</u> Cents	<u>.17</u>	<u>\$,440.00</u>
632.01 12	LF	200	Paint Markings, 12" Line (Stop lines) <u>One</u> Dollars and <u>0</u> Cents	<u>1.00</u>	<u>200.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Five thousand</u> Dollars and <u>0</u> Cents	<u>5,000.00</u>	<u>5,000.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Dollars and <u>00</u> Cents	\$10,000	\$10,000

Part A Base BID AMOUNT:

319,260.00

(NUMERALS)

Part A Base BID AMOUNT:

Three hundred + nineteen thousand Two hundred + Sixty

(WRITE OUT IN WORDS)

PART B BID Additive Alternative – ZAPORA DRIVE, 2,000 Linear feet

Bid Sheet of Unit Prices – Page 3 of 13

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	S.Y.	5,500	Cold Plane Bituminous Surfaces (Roadway) <i>Two.</i> _____ Dollars and <u>0</u> Cents	<u>2.00</u>	<u>11,000.00</u> -
403.11	TON	250	Bituminous Pavement SHIM course – Machine Method)average thickness <i>3/4") Sixty five</i> _____ Dollars and <u>0</u> Cents	<u>65.00</u>	<u>16,250.00</u> -
403.11	TON	500	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <i>Sixty five</i> _____ Dollars and <u>0</u> Cents	<u>65.00</u>	<u>32,500.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <i>Twenty</i> _____ Dollars and <u>0</u> Cents	<u>20.00</u>	<u>2,000.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY) <i>One hundred + fifty</i> _____ Dollars and <u>0</u> Cents	<u>150.00</u>	<u>3,000.00</u> -
619.1	LS	1.	Traffic Control Plan and Maintenance of Traffic <i>Thirty five hundred</i> _____ Dollars and <u>0</u> Cents	<u>3,500.00</u>	<u>3,500.00</u> -
618.61	Hr.	20	Uniformed Officer with Vehicle _____ _____ Dollars and _____ Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified		

			<u>thirty two</u> Dollars and <u>0</u> Cents	<u>32.00</u>	<u>2,560.00</u>
632.01 04	LF	8,000	Paint Markings, 4" Line <u>Seventeen cents</u> Dollars and <u> </u> Cents	<u>.17</u>	<u>1360.00</u>
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>ONE</u> Dollars and <u>0</u> Cents	<u>1.00</u>	<u>100.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Forty five hundred</u> Dollars and <u>0</u> Cents	<u>4,500.00</u>	<u>4,500.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> Dollars and <u>00</u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part B BID Additive Alternative AMOUNT:

83,470.00

(NUMERALS)

Part B BID Additive Alternative AMOUNT:

Eighty three thousand four hundred
(WRITE OUT IN WORDS) + seventy dollars

PART C BID Additive Alternative – ROY ROAD, 3,300 Linear feet**Bid Sheet of Unit Prices – Page 5 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	400	Cold Plane Bituminous Surfaces (20 Driveways x 20 lf each) <u>Seven</u> Dollars and <u>0</u> Cents	<u>7.00</u>	<u>2,800.00</u> -
403.11	TON	400	Bituminous Pavement SHIM course – Machine Method)average thickness <u>3/4"</u> <u>Sixty Five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>26,000.00</u> -
403.11	TON	800	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty Five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>52,000.00</u> -
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Eighty Five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>4,250.00</u> -
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Eighty Five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>850.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Twenty</u> Dollars and <u>0</u> Cents	<u>20.00</u>	<u>2,000.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>150.00</u>	<u>3,000.00</u> -

			<u> </u> <u> </u> Dollars and <u>0</u> Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Thirty five hundred</u> <u> </u> Dollars and <u>0</u> Cents	<u>3500.00</u> <u>3500.00</u> -	
618.61	Hr.	20	Uniformed Officer with Vehicle <u> </u> <u> </u> Dollars and <u> </u> Cents	85.00	1,700
618.7	Hr.	80	Traffic Flaggers - Certified <u>Thirty two</u> <u> </u> Dollars and <u> </u> Cents	<u>32.00</u> <u>2560.00</u> -	
632.01 04	LF	13,200	Paint Markings, 4" Line <u> </u> <u>Seventeen cents</u> Dollars and <u> </u> Cents	<u>.17</u> <u>2244.00</u> -	
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u> </u> <u>ONE</u> Dollars and <u>0</u> Cents	<u>1.00</u> <u>100.00</u> -	
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Forty five hundred</u> <u> </u> Dollars and <u>0</u> Cents	<u>4,500.00</u> <u>4,500.00</u> -	
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> Dollars and <u>00</u> Cents	\$5,000	\$5,000

Part C Additive Alternative BID AMOUNT: 110,504.00
(NUMERALS)

Part C Additive Alternative BID AMOUNT: ONE hundred + Ten thousand five hundred + four dollars.
(WRITE OUT IN WORDS)

PART D BID Additive Alternative – GRANDVIEW DRIVE , 1,100 Linear feet**Bid Sheet of Unit Prices – Page 8 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	160	Cold Plane Bituminous Surfaces (8 Driveways x 20 lf each) <u>ten</u> Dollars and <u>0</u> Cents	<u>10.00</u>	<u>1,600.00</u> -
403.11	TON	160	Bituminous Pavement SHIM course – Machine Method)average thickness <u>3/4"</u> <u>Sixty five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>10,400.00</u> -
403.11	TON	320	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty five</u> Dollars and <u>0</u> Cents	<u>65.00</u>	<u>20,800.00</u> -
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Eighty five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>4,250.00</u> -
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Eighty five</u> Dollars and <u>0</u> Cents	<u>85.00</u>	<u>850.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Twenty five</u> Dollars and <u>0</u> Cents	<u>25.00</u>	<u>2,500.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>150.00</u>	<u>3,000.00</u> -

Request For Proposal No.18-03

			<u> </u> <u> </u> Dollars and <u> </u> Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Thirty five hundred</u> <u> </u> Dollars and <u> 0 </u> Cents	<u>3,500.00</u>	<u>3,500.00</u>
618.7	Hr.	40	Traffic Flaggers - Certified <u>Thirty two</u> <u> </u> Dollars and <u> 0 </u> Cents	<u>32.00</u>	<u>1,280.00</u>
632.01 04	LF	4,400	Paint Markings, 4" Line <u> </u> <u>Seventeen cents</u> Dollars and <u> </u> Cents	<u>.17</u>	<u>748.00</u>
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>One</u> <u> </u> Dollars and <u> 0 </u> Cents	<u>1.00</u>	<u>100.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Forty five hundred</u> <u> </u> Dollars and <u> </u> Cents	<u>4,500.00</u>	<u>4,500.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand Dollars and <u> 00 </u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part D Additive Alternative BID AMOUNT:

58,528.00

(NUMERALS)

Part D Additive Alternative BID AMOUNT:

Fifty eight thousand + five hundred twenty eight dollars
(WRITE OUT IN WORDS)

PART E BID Additive Alternative – ALMEDA DRIVE , 2,250 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
417	LF.	320	Cold Plane Bituminous Surfaces (16 Driveways x 20 lf each) <u>Seven</u> ____ Dollars and ____ Cents	<u>7.00</u>	<u>2,240.00</u> -
403.11	TON	260	Bituminous Pavement SHIM course – Machine Method (average thickness $\frac{3}{4}$ ") <u>Sixty five</u> ____ Dollars and ____ Cents	<u>65.00</u>	<u>16,900.00</u> -
403.11	TON	520	Permanent Bituminous Wearing Course 1.5 inch thickness – Machine Method <u>Sixty five</u> ____ Dollars and ____ Cents	<u>65.00</u>	<u>33,800.00</u> -
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>Eighty five</u> ____ Dollars and ____ Cents	<u>85.00</u>	<u>4,250.00</u> -
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>Eighty five</u> ____ Dollars and ____ Cents	<u>85.00</u>	<u>850.00</u> -
417	SY.	100	Cold Plane Bituminous Pavement Patch repair (1 SY to 10 SY) as directed by the Town <u>Twenty</u> ____ Dollars and ____ Cents	<u>20.00</u>	<u>2,000.00</u> -
403.12	TON	20	Bituminous Pavement patch repair to match existing pavement thickness (Hand Method) (1 SY to 10 SY)	<u>150.00</u>	<u>3,000.00</u> -

			<u>One hundred & fifty</u> Dollars and <u>0</u> Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Thirty five hundred</u> Dollars and <u>0</u> Cents	<u>3,500.00</u>	<u>3,500.00</u>
618.7	Hr.	40	Traffic Flaggers - Certified <u>Thirty two</u> Dollars and <u>0</u> Cents	<u>32.00</u>	<u>1280.00</u>
632.01 04	LF	9,000	Paint Markings, 4" Line <u>Seventeen cents</u> Dollars and <u> </u> Cents	<u>.17</u>	<u>1,530.00</u>
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) <u>One</u> Dollars and <u>0</u> Cents	<u>1.00</u>	<u>100.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Forty five hundred</u> Dollars and <u>0</u> Cents	<u>4,500.00</u>	<u>4,500.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Ten Thousand Five Thousand</u> Dollars and <u>00</u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part E Additive Alternative BID AMOUNT: 78,950.00

(NUMERALS)

Part E Additive Alternative BID AMOUNT:

Seventy eight thousand nine hundred & fifty dollars
(WRITE OUT IN WORDS)

PART F BID Additive Alternative – EGAWES DRIVE , 2,150 Linear feet**Bid Sheet of Unit Prices – Page 10 of 13**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.10 8	S.Y.	6,000	Reclaimed Stabilized Base Processed In Place 8 inch Deep <u>One</u> _____ _____ Dollars and Cents <u>0</u>	<u>1.00</u>	<u>6,000.00</u>
403.11	TON	700	Bituminous Pavement Base course – Machine Method) 2 inch thickness <u>Sixty four</u> _____ Dollars and <u>0</u> Cents	<u>64.00</u>	<u>44,800.00</u>
403.11	TON	350	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method <u>Sixty Seven</u> _____ Dollars and <u>0</u> Cents	<u>67.00</u>	<u>23,450.00</u>
603.82 215	LF	50	15" HDPE Drainage Pipe (replace existing drainage pipe), locations as Directed by the Town <u>One hundred</u> _____ Dollars and _____ Cents	<u>100.00</u>	<u>5,000.00</u>
583.1	C.Y.	10	Rip-Rap Class A at pipe outlet, 12" thick with filter fabric beneath stone <u>One hundred</u> _____ Dollars and <u>0</u> Cents	<u>100.00</u>	<u>1,000.00</u>
604	LS EA	5	Lower and Raise Sewer Manhole Covers <u>Five hundred</u> _____ Dollars and <u>0</u> Cents	<u>500.00</u>	<u>2,500.00</u>
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Thirty five</u> _____ Dollars and <u>0</u> Cents	<u>3,500.00</u>	<u>3,500.00</u>

618.7	Hr.	60	Traffic Flaggers - Certified <u>Thirty two</u> _____ _____ _____ Dollars and _____ Cents	<u>32.00</u>	<u>1920.00</u> _____ _____
632.01 04	LF	8,600	Paint Markings, 4" Line _____ <u>Seventeen Cents</u> _____ Dollars and _____ Cents	<u>.17</u>	<u>1462.00</u> _____ _____
632.01 12	LF	100	Paint Markings, 12" Line (Stop lines) _____ <u>ONE</u> _____ Dollars and <u>0</u> Cents	<u>1.00</u>	<u>100.00</u> _____ _____
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Four thousand</u> _____ _____ Dollars and <u>0</u> Cents	<u>4,000.00</u>	<u>4,000.00</u> _____ _____
1001	LS	1	Contingencies as Ordered and Approved By Town Ten Thousand Five Thousand _____ Dollars and <u>00</u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part F Additive Alternative BID AMOUNT:

98,732.00

(NUMERALS)

Part F Additive Alternative BID AMOUNT:

Ninety eight thousand seven hundred & thirty two dollars

(WRITE OUT IN WORDS)



Comcast
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1400
Facsimile: 603-628-3303
www.comcast.com
www.comcastcorporation.com

113

April 10, 2018

Via Overnight Delivery

Town of Hooksett
Town Council
35 Main Street
Hooksett, NH 03106

Re: Commencement of Renewal Process

Dear Chair and Members of the Select Board:

Over the years, we at Comcast have appreciated the opportunity to serve the citizens of the Town of Hooksett (the "Town"). We have done our best to provide the high quality cable television service the Town and its residents demand, and we anticipate being able to provide that service to our subscribers in the Town for many years to come. Therefore, we are taking this step to ensure the renewal of our agreement with you.

The Cable Communications Policy Act of 1984 encourages issuing authorities and cable companies to reach agreement on a renewal agreement at any time through an informal process of discussion. However, Section 626 of the Act also provides for a contemporaneous alternative formal renewal procedure with specific substantive and procedural requirements. If either the issuing authority or the cable company does not initiate the formal process within a certain time frame, the protections of that process may be lost. To that end, Comcast hereby notifies the Town that the renewal period for our agreement under Section 626 is now open, and we request the start of renewal proceedings pursuant to the Section 626(a)(1).

This letter is not intended to preclude informal negotiations, but instead is intended only to preserve the rights of Comcast under the formal renewal process. Comcast has every reason to believe that the Town and Comcast will reach a mutually agreeable renewal of the cable television agreement through good-faith negotiations, thus making many of the Act's formal procedures unnecessary. The relevant provision of Section 626 on the informal process is brief and reads as follows:

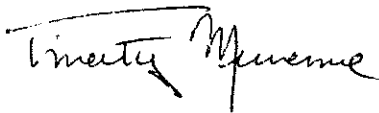
"(h) . . . [A] cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after formal proceedings pursuant to this section have commenced) . . ."

The "formal" process generally includes the following steps:

1. Within six (6) months of the submission of this letter, the Town conducts an ascertainment proceeding which affords residents an opportunity to a) identify the future cable-related needs, and b) review Comcast's performance under the current agreement.
2. At your request or on our own, Comcast submits a renewal proposal with a draft cable television agreement.
3. Within four (4) months of the Town's receipt of Comcast's proposal, the public is afforded "adequate notice and opportunity to comment on the renewal proposal" and the Town must choose to renew the agreement or issue a preliminary denial, which triggers a further formal process.

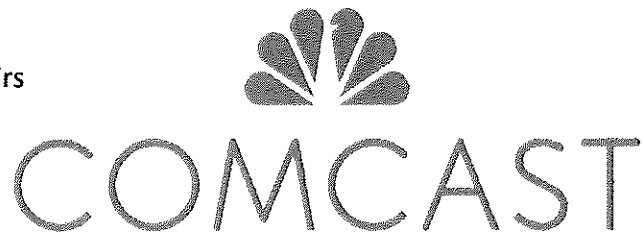
I am attaching a copy of Section 626 of the Cable Act for your review. Bryan Christiansen will be in contact with you soon to arrange a meeting with the Town to discuss informally negotiating a renewal agreement. Please feel free to contact Bryan at 603-224-1871 x202 at any time. Comcast looks forward to meeting with the Town in the near future and continuing the long relationship that, we believe, has benefited both the community and the residents of the Town of Hooksett.

Sincerely,



Timothy Murnane
Vice President, Government and Regulatory Affairs

TM/cam
Attachment



cc: Cable Advisory Committee
Town Manager
Bryan Christiansen – Comcast Government & Regulatory Affairs

The Communications Act of 1934, as amended
(47 USC Sec. 546-Renewal)

Section 626. Renewal

(a) Commencement of proceedings; public notice and participation -

- (1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.
- (2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) of this section unless -
 - (A) such a proceeding is requested by the cable operator by timely submission of such notice; or
 - (B) such a proceeding is commenced by the franchising authority on its own initiative.

(b) Submission of renewal proposals; contents; time -

- (1) Upon completion of a proceeding under subsection (a) of this section, a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.
- (2) Subject to section 544 of this title, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.
- (3) The franchising authority may establish a date by which such proposal shall be submitted.

(c) Notice of proposal; renewal; preliminary assessment of nonrenewal; administrative review; issues; notice and opportunity for hearing; transcript; written decision -

- (1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section, renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether -
 - (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
 - (B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
 - (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
 - (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- (2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a) of this section), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.
- (3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Basis for denial -

Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section, pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) of this section or on events considered under subsection (c)(1)(B) of this section in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) of this section occur after the effective date of this subchapter unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e) Judicial review; grounds for relief

- (1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 555 of this title.
- (2) The court shall grant appropriate relief if the court finds that -
 - (A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or
 - (B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section.

(f) Finality of administrative decision -

Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

(g) "Franchise expiration" defined -

For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.

(h) Alternative renewal procedures -

Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.

(i) Effect of renewal procedures upon action to revoke franchise for cause - Notwithstanding the provisions of subsections (a) through (h) of this section, any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

Staff Report
Title: Hooksett Shuttle Program
Date: May 9th, 2018

Background Discussion of Issues
<p>Last year, the Town of Hooksett, through a grant in cooperation with the Manchester Transit Authority and Southern New Hampshire Planning Commission, began offering a bi-weekly curb-to-curb shuttle program for <u>all</u> residents of Hooksett. Shuttle started providing full service in roughly July of last year and is delivered by way of the MTA's dispatch service every Tuesday and Thursday from 9am to 2pm. Hooksett Citizens call the MTA's</p> <p><u>Currently</u>, there are no restrictions on where the shuttle will take passengers, <u>except</u> for a 1 hour drive radius the MTA imposed to preserve the schedule of other programs the shuttle is shared between.</p> <p>For the majority of the first year of service, the Family Services department essentially oversaw the program. Advertising for the operation of the service was relatively limited outside of news items on the website, tax bill inserts, and flyers you might've seen around town hall. Given the staff transitions that have taken place, the Town Administrator assigned new staff to engage the principle entities involved with the shuttle program so it wouldn't fall off the town's radar.</p> <p>Subsequently, the new Town Planner and Family Services Director, in conjunction with the Administration Department, has engaged the SNHPC and MTA about the state of the program. Staff in fact met with the MTA's Executive Director and Regional Program Coordinator on April 24th to discuss the service at length.</p> <p>Happily, it appears ride numbers (defined as unique trips from one location to another) have been relatively healthy for a new program. However, the MTA has discovered an inordinate amount of time is being spent on trips associated with a pair of unique riders on a weekly basis, to the point that on some days almost 90% of usage time is spent on essentially two trips.</p> <p>MTA makes the recommendation that the town limits general trips to the Hooksett-Manchester area, with medical trips extenuating to Bedford.</p> <p>Staff is intending to advertise and promote the service more for this final year of the current grant, but before that commences; it's likely a good idea to adjust ridership criteria to some extent.</p> <p>Town staff recommends that Hooksett implements provisional rule changes that are comparatively less radical than the MTA's proposal:</p> <ul style="list-style-type: none"> • For one day each week (Tuesday or Thursday), restrict the transportation to Hooksett-Manchester and medical appointments to Bedford and Concord. Allow staff time to collect data, monitor the situation, and provide a more comprehensive report and possible permanent rule changes at the next workshop.
Recommendation (Including Suggested motion, if appropriate)
<p>Approve temporary changes to the Hooksett Shuttle Program; consider approving the implementation of more stringent ridership rules at the council's workshop.</p>
Fiscal Impact
<p>None – cost of participation in the grant was \$8,000 for two years. MTA reports grant program appears to be secure for a new application at the end of the second year. Although there might be competition with other towns to participate in the future, as long as Hooksett stays proactive in Region 8 transportation planning meetings, the option of continued participation beyond year 2 is likely preserved.</p>
Prepared By: Nick Germain, Project Coordinator
Town Administrator's Recommendation
Concur

Staff Report
Title: Tax Bill Newsletter
Date: May 9th, 2018

Background Discussion of Issues
<p>Bi-annual tax bills are expected to begin going out in late May. Traditionally, Town Council has approved of a draft newsletter to be sent out as an insert into the tax bills. A couple departments have put forward items they'd like to see in a possible newsletter.</p> <p>Council is free to make additions or subtractions.</p>
Recommendation (Including Suggested motion, if appropriate)
<p>View the current newsletter draft as constituted and propose any changes or additions. Vote to approve sending out a newsletter in the spring tax bill.</p>
Fiscal Impact
<p>Cost approximately \$600.00 to create the insert in 2017.</p>
Prepared By: Nick Germain, Project Coordinator
Town Administrator's Recommendation
Concur

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on this 26th day of January 2016 by and between the Town of Hooksett, New Hampshire and James A. Burkush (the "Employee").

1. For a term commencing on May 1, 2016 and extending through May1, 2019, the Council agrees to employ the Employee, and the Employee agrees to accept employment, in the position of Fire Chief for the Town of Hooksett, New Hampshire.
2. Throughout the term of this Employment Agreement, the employee will be expected to perform all duties of a Fire Chief as set forth in the provisions of NH RSA 154:2; all duties of a Fire Chief as set forth in the provisions of the Charter of the Town of Hooksett; and all additional duties reasonably requested by the Council.
3. During the term of this Employment Agreement, the Employee will be a part-time salaried, exempt employee and will be paid at a rate of one thousand nine hundred three dollars and eighty cents per week (\$ 1,903.80), less all ordinary and regular withholdings required by law and agreed to by the Employee.
4. During the term of this Employment Agreement, the Employee will be eligible to receive annual pay increases based on satisfactory performance evaluations.
5. During the term of this Employment Agreement, the Employee will be provided with a suitable vehicle for his use as Fire Chief and gas for said vehicle in accordance with current Hooksett Fire Department policy and practice.
6. During the term of this Employment Agreement, the Employee will be provided with uniforms and ordinary and necessary equipment. Employer will provide the same allowance for repairs, replacement and cleaning as is provided to other Department employees.
7. During the term of this Employment Agreement, the Employee will be entitled to five (5) paid sick days annually, based on date of hire. The Employee will not receive any compensation for any unused sick days.
8. During the term of this Employment Agreement, the Employee will be entitled to fifteen (15) paid vacation days annually. The Employee will not receive any compensation for any unused vacation days.
9. By signing below, the parties acknowledge and agree that the Employee has been offered health insurance in compliance with the Affordable Care Act, but that the

Employee has voluntarily declined such coverage. It is also understood that the employee is not eligible for the Health Insurance Stipend.


10. During the term of this Employment Agreement, the Employee will not be entitled to any other compensation or employment benefits unless specifically agreed to in writing by the Employee and the Council.
11. During the term of this Employment Agreement, the Employee will be expected to work thirty (30) hours per week.
12. During the term of this Employment Agreement, the Council will provide the Employee with an office and secretarial support at the Hooksett Fire Department. It is the parties' expectation and intent that the Employee will perform his duties on-site, at the Hooksett Fire Department, during regular business hours.
13. During the term of this Employment Agreement, the Employee will receive reimbursement for personal use of his cell phone in accordance with Town policy.
14. The Employee agrees not to accept any supplemental or additional employment during the term of this Employment Agreement without the prior written approval of the Town Administrator.
15. Consistent with RSA 154:5, this Employment Agreement may be terminated for cause by the Council at any time prior to May 1, 2019, without any further obligation to the Employee, only upon the occurrence of one of the following events: (a) the death of the Employee; (b) inability on the part of the employee to carry out the essential functions of the position of Fire Chief either with or without reasonable accommodation; (c) failure on the part of the Employee to comply with any term or condition of this Employment Agreement, (d) Arrest and conviction of a misdemeanor or felony; (e) violation of the laws, rules and regulations of the State of New Hampshire that constitutes malfeasance; or (f) violation of the Municipal Charter of the Town of Hooksett that constitutes malfeasance.
16. This Employment Agreement may be terminated by the Employee by providing the Council with thirty (30) days' advance written notice. The Employee will not be entitled to any compensation or employment benefits after this thirty (30) day notice period has expired.
17. The Council will indemnify and hold the Employee harmless from any and all claims, demands, actions, suits or judgment (including reasonable attorney's fees and other expenses of defense) arising out of any act or omission of the Employee while acting in good faith and within the scope of his employment.
18. No change or modification of this Employment Agreement will be valid or enforceable unless it is in writing and signed by both parties.

19. This Employment Agreement shall be construed and governed by the laws of the State of New Hampshire.

20. If any clause or provision of this Employment Agreement shall be determined to be void or against public policy, the remainder of this Employment Agreement shall still remain fully in force.

January 26, 2016


DATE


JAMES A. BURKUSH

TOWN OF HOOKSETT, NEW HAMPSHIRE

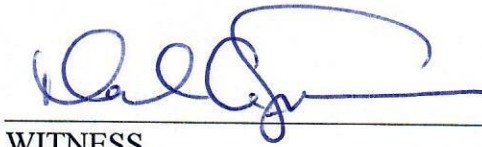
January 26, 2016

DATE


DEAN E. SHANKLE, JR.,
TOWN ADMINISTRATOR

January 26, 2016

DATE


WITNESS


**EMPLOYMENT AGREEMENT
ADDENDUM #1 TO ORIGINAL CONTRACT TERMS OF JANUARY 26, 2016
BETWEEN THE TOWN OF HOOKSETT, NEW HAMPSHIRE
AND
JAMES A. BURKUSH**

This Addendum, made and entered into on April 26, 2017 and intended to become effective the same day in consideration of the items contained in the original contract, the parties agree to amendments of the following section(s):

- **Paragraph 3 amended to read:** "Effective May 1, 2017 during the term of this Employment Agreement, the employee will be a part-time salaried, exempt employee and will be paid at a rate of one thousand nine hundred forty one dollars and eighty eight cents per week (\$1,941.88), less all ordinary and regular withholdings required by law and agreed to by the Employee."
- **Paragraph 4 add:** "On May 1, 2017 the employee will receive a 2% raise in base salary."
- **Paragraph 7 amended to read:** "During the term of this Employment Agreement, the Employee will be entitled to nine (9) paid sick days annually, based on the date of hire of May 1st. The Employee will not receive any compensation for any unused sick days. Sick days cannot be carried over from year-to-year."
- **Paragraph 8 amended to read:** "During the term of this Employment Agreement, the Employee will be entitled to fifteen (15) paid vacation days annually, based on the date of hire of May 1st. The Employee may roll over no more than thirty (30) days vacation days as of April 30th each year. The Employee will not receive any compensation for any unused vacation days in excess of this thirty (30) day roll over."

IN WITNESS THEREOF, The Town of Hooksett has caused this Addendum to be signed and executed both in duplicate, for the day and year first above written.

Fire Chief:



James A. Burkush

Dated: April 26, 2017


Witness

Dated: April 26, 2017

Town Administrator:


Dr. Dean E. Shankle, Jr.

Dated: April 26, 2017