

## Town of Amherst, NH BOARD OF SELECTMEN AGENDA

## Barbara Landry Meeting Room 2 Main Street MONDAY, MARCH 13, 2023 6:00 PM

#### 1. Call to Order

#### 2. Non-Public Session

- 2.1. RSA 91-A:3 II(e) Pending Litigation Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled.
- 2.2. RSA 91-A:3 II.(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
- 2.3. 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, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

#### 3. Pledge of Allegiance

#### 4. Board Appointment: Fourth of July Committee

4.1. Tom Darnall, Application for Fourth of July Committee

#### 5. Citizens' Forum

5.1. Village Residents' Traffic Concerns

#### 6. Scheduled Appointments

6.1. Use of Town Common application, Determined Marial Arts

#### 7. Administration

7.1. Administrative Updates

#### 7.2. Impact Fee Update

#### 8. Staff Reports

- 8.1. Mont Vernon Rd. CE & Construction Bids/Approvals
- 8.2. Spring Rd. Culvert Repair Bids
- 8.3. Spring Rd. Microsurfacing Bid

#### 9. Approvals

- 9.1. Elderly Tax Deferral
- 9.2. Assessing
- 9.3. Milford Rotary Raffle Permit, 100 Holes of Golf
- 9.4. Amherst Garden Club Raffle Permit Application
- 9.5. Payroll, AP and Minutes

#### 10. Action Items

#### 11. Old/New Business

#### **Adjournment**

Next Meeting: March 27, 2023

You are invited to a Zoom webinar.

When: Mar 13, 2023 06:00 PM Eastern Time (US and Canada)

Topic: Board of Selectmen Meeting 3/13/23

Please click the link below to join the webinar:

https://us02web.zoom.us/j/88296230203

Or Telephone: 646 931 3860 Webinar ID: 882 9623 0203



**Department:** Administration

**Title:** RSA 91-A:3 II(e) Pending Litigation Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled.

Meeting Date: March 13, 2023 Staff Contact:

#### **BACKGROUND INFORMATION:**

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

#### SUGGESTED MOTION:

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. Item 2-a BTLA Confidential
- 2. Item 2-b BTLA Confidential



**Title:** RSA 91-A:3 II.(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

**Department:** Administration

Meeting Date: March 13, 2023 Staff Contact:

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(Include general ledger account numbers)

**POLICY IMPLICATIONS:** 

DEPARTMENT HEAD RECOMMENDATION:

**SUGGESTED MOTION:** 

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



**Department:** Administration

**Title:** 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, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

Meeting Date: March 13, 2023 Staff Contact:

**BACKGROUND INFORMATION:** 

**BUDGET IMPACT:** 

(Include general ledger account numbers)

**POLICY IMPLICATIONS:** 

**DEPARTMENT HEAD RECOMMENDATION:** 

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



# Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish	to serve on: Amherst Fourth of July Committee
Applicant Name: Tom Darnall	
Residence Address: 18 Oak Hill D	rive Amherst, NH
Mailing Address: 18 Oak Hill Driv	ve Amherst, NH
Best Telephone: (Cell or home)	Secretaria de la companya della companya della companya de la companya della comp
E-mail Address: tomdarnall@yah	noo.com
Time Available – Estimated number of	f hours per month: 10
Other Boards/Committee/Commission	you have served on (may include other cities/towns):
Booster Club Vice-President, C	Cub Scout Pack Leader
	Ŷ
form, describing your interest in t	ase submit a separate Letter of Intent with this he position you are applying for and what g to the board to help with its goals and  \[ \frac{3/1/23}{Date} \]
Please return this form and requested	statements to:
Jennifer Stover Town of Amherst 2 Main Street Amherst, NH 03031	or e-mail: jstover@amherstnh.gov

#### Greetings,

I am writing to declare my interest in becoming a board member of the Amherst Fourth of July Steering Committee. Over the last decade, I have volunteered for the committee in numerous capacities from parking attendant to food coordination and sales. Last year, I expanded my involvement and helped to manage food sales on both July 3<sup>rd</sup> and 4<sup>th</sup>. Through this work, I learned that the largest fundraiser that the committee has is in fact the profit from food sales. Due to increasing costs, the profit raised by the committee has decreased. As a certified public accountant, I would like to join the committee and offer my services to ensure that we remain fiscally sound and able to provide the community with a wonderful celebration. Thank you in advance for your time and consideration in this matter.

Regards,

Tom Darnall

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**Meeting Date:** March 13, 2023 **Staff Contact:** 

**BACKGROUND INFORMATION:** 

**BUDGET IMPACT:** 

(Include general ledger account numbers)

**POLICY IMPLICATIONS:** 

**DEPARTMENT HEAD RECOMMENDATION:** 

**SUGGESTED MOTION:** 

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None

# TOWN OF AMHERST, NH USE OF TOWN COMMONS REQUEST

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Determined Martial Arts Contact Name: Jed Jones
6033204442 Support@determinedma.com
Contact Phone Number: 6033204442 Contact e-mail: support@determinedma.com
Date of Event: 4/8/23 Hours (from/ to): 11:30-3:30 Number of est. participants: 200-300  Will you need Electricity? No If so, for what?
Will you need Electricity? No If so, for what?
Wish to bring anything onto the Commons ? IF so, what? Easter eggs, tables
Wish to drive anything onto the Commons? No
Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? NO
Request road closures? (Please identify intersections) NO
Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) No
Brief Description of event.: Amherst's Best Easter Egg Hunt! This will be for families in the community. We will have 3 time slots where families can come by to go for an Easter Egg Hunt.
Requirements: By signing this document, I agree to abide by all applicable requirements.
<ol> <li>NO ALCOHOL SALES OR CONSUMPTION are allowed.</li> <li>The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.</li> <li>If damage occurs to any town property, please notify DPW (603) 673-2317.</li> <li>Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use</li> </ol>
<ul><li>of the property.</li><li>5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.</li></ul>
Applicant Signature: JedJones Date: 2/28/23
This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.
Chief of Police Approval: Signature Mark O. Reams (Mar 8, 2023 14:36 EST) Date: 3/8/23
Fire/ Rescue Chief Approval: Signature Matthew Conley (Mar 8, 2023 14:37 EST) Date: 3/8/23
Chief of Police Approval:  Signature  Mark O. Reams  Matthew Conley  Matthew Conley
BOS Approval: Chair's Signature Date:

4970\_001

Final Audit Report 2023-03-08

Created: 2023-03-08

By: Jennifer Stover (jstover@amherstnh.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA2fqsQb6EwOCDYPJWIGta1MSks\_SAugAr

# "4970\_001" History

Document created by Jennifer Stover (jstover@amherstnh.gov)
2023-03-08 - 7:17:34 PM GMT

Document emailed to mreams@amherstnh.gov for signature 2023-03-08 - 7:18:00 PM GMT

- Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature 2023-03-08 7:18:00 PM GMT
- Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature 2023-03-08 7:18:00 PM GMT
- Email viewed by mreams@amherstnh.gov 2023-03-08 7:35:46 PM GMT
- Signer mreams@amherstnh.gov entered name at signing as Mark O. Reams 2023-03-08 7:36:46 PM GMT
- Document e-signed by Mark O. Reams (mreams@amherstnh.gov)
  Signature Date: 2023-03-08 7:36:48 PM GMT Time Source: server
- Email viewed by Matthew Conley (mconley@amherstnh.gov) 2023-03-08 7:37:32 PM GMT
- Document e-signed by Matthew Conley (mconley@amherstnh.gov)
  Signature Date: 2023-03-08 7:37:53 PM GMT Time Source: server
- Email viewed by Eric Slosek (eslosek@amherstnh.gov) 2023-03-08 10:06:08 PM GMT
- Document e-signed by Eric Slosek (eslosek@amherstnh.gov)
  Signature Date: 2023-03-08 10:06:55 PM GMT Time Source: server



Agreement completed. 2023-03-08 - 10:06:55 PM GMT



**Meeting Date:** March 13, 2023 **Staff Contact:** 

**BACKGROUND INFORMATION:** 

**BUDGET IMPACT:** 

(Include general ledger account numbers)

**POLICY IMPLICATIONS:** 

**DEPARTMENT HEAD RECOMMENDATION:** 

**SUGGESTED MOTION:** 

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Title: Impact Fee Update Department: Administration Meeting Date: March 13, 2023 Staff Contact: Dean Shankle

#### **BACKGROUND INFORMATION:**

The BOS are to review the impact fee schedule annually. Bruce Mayberry is willing to undertake the update.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)
Up to \$5,000

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

Do the update.

#### SUGGESTED MOTION:

I move that we waive the purchasing policy to waive the requirement for informal competitive bidding and contract with BCM Planning to do the annual update of the Impact Fee schedule for an amount not exceeding \$5,000 and to authorize the town administrator to sign the service agreement.

#### TOWN ADMINISTRATOR RECOMMENDATION:

yes

#### ATTACHMENTS:

1. 2023 Mayberry Update agreement

# SERVICES AGREEMENT FOR AMHERST, NEW HAMPSHIRE IMPACT FEE UPDATE - 2023

This Agreement, dated	2023, by and between the Town of Amherst,
New Hampshire (the Town) and BCM Planning, LL	.C of Yarmouth, Maine 04096 (the Consultant),
establishes conditions under which these parties	mutually agree to the terms stated below.

Whereas, the Town desires to engage the Consultant to update and amend its 2020 impact fee study and related impact fee calculation;

Now therefore, for and in consideration of the mutual covenants, conditions and terms herein contained, the parties hereto agree to the scope of services, terms and conditions, and compensation provisions provided herein.

#### **Scope of Services**

#### 1. Overview

The Town has adopted an impact fee ordinance and impact fee schedules supported by previous reports completed by BCM Planning, LLC. In those reports, impact fees were calculated for the following capital facility categories:

- Police Department
- Fire Department
- Town roads
- Public recreation facilities
- Public schools

The purpose of the 2023 update will be to evaluate, and where supportable, update the principal demographic and cost variables within each of the five impact fee categories.

#### 2. Components of Update

- a. Review the demographic assumptions and revise to incorporate US Census (2020) or American Community Survey estimates, employment within in Amherst, current school enrollment, and new long term (20 year) population projections, local employment. Adjust the fee models where appropriate to estimate long term development or buildout estimates.
- For the school impact fee, the enrollment ratios per housing unit were documented in 2020 using address-matching of student counts to property assessment data. It is expected that these ratios will be maintained in the update, but may be statistically

adjusted if there have been any significant changes in the overall ratio of resident pupils to the number of housing units in Amherst. If the Amherst School District approves the expansion and improvements of the K-8 schools in March 2023, the floor area standards per pupil assumed in the original fee basis will be adjusted accordingly.

- c. Adjust the capital values in each fee basis to include new Town asset values added since the original fee was prepared, and apply appropriate cost indexes to bring capital values to a current estimated replacement cost.
- d. Where appropriate to individual fees, the cost of new planned capital projects may be added to the capital costs that are allocated between existing vs. new development. Such additions should include only those capital improvements for which funds have been appropriated, approved for implementation, or those for which there is high confidence for timely completion.
- e. Where credit allowances were part of the original fee calculations, they will be adjusted to reflect progress in debt amortization and changes in the assessed valuation of the Town.
- f. Updated impact fee schedules, based on the fee per square foot method developed in prior reports to the Town, will be prepared for each fee category.
- g. The final report will be limited to a series of summary tables showing the new calculations with brief narrative describing the changes made to the variables that define the amount of the fee.
- h. For each fee, the report will discuss limits to the duration of the fee schedules with respect to the capacity assumptions assumed in the fee basis.

#### 4: Meetings

It is assumed that all meetings will be limited to the use of video conferences or telephone discussions. No travel by the Consultant is anticipated within this scope of services.

#### 5: Role of Town

In support of the update, the Town will be asked to supply information including updated fixed asset schedules for municipal facilities, related capital improvements approved for implementation, updated CIP information, and selected tax assessment data.

#### 6: Report

A reproducible original of all draft and final products will be provided to the Town as part of this scope of services. The reproduction or dissemination of other copies of interim reports or

other draft documents for staff or Board review shall be the responsibility of the Town. The Consultant will provide PDF versions of a final report.

#### 7: Project Budget, Fee, and Schedule

The estimated cost of the scope of work as outlined above is between \$3,750 and \$5,000. The actual cost of the update will be billed hourly at a rate of \$145 per hour. This hourly rate incorporates allowances for related overhead and direct costs related to the study.

Payments from the Town to the Consultant are expected to be received not more than 30 calendar days following receipt of the invoice by the Town. If the work is authorized by March 15, 2023, a draft of the impact fee update should be completed within 45-60 days.

#### 8: Limitations of Study

While the Consultant will perform all tasks in the proposed scope of services in a professional manner, and within the guidelines of RSA 674:21 V, no warranty of the ultimate legal defensibility of methodologies subsequently adopted by the Town for fee assessment should be construed as a part or extension of this scope of services.

The Consultant and the Town hereby accept the terms of this Agreement, as indicated by the signatures below.

ACCEPTED BY:	ACCEPTED BY:
THE CONSULTANT	THE TOWN OF AMHERST, N.H.
DCM Planning 11 C	Taxon of Analysinst NIII
BCM Planning, LLC	Town of Amherst, NH
Bruce C. Mayberry,	Dean E. Shankle, Jr., Ph.D.
Principal	Town Administrator
Date:	Date:
Date	Date



Title: Mont Vernon Rd. CE & Construction Department: Public Works

Bids/Approvals

Meeting Date: March 13, 2023 Staff Contact: Eric Slosek

#### **BACKGROUND INFORMATION:**

We had a virtual bid opening, managed by Hoyle Tanner, on February 23 at 2pm for the Mont Vernon Rd. bridge construction, planned to commence in May this year. We received three bids for this project. The low bidder was Neil H. Daniels, Inc., at \$747,135.00. This bid was lower than Hoyle Tanner's estimate for this project, at \$762,167.50. Hoyle Tanner prepared a bid summary and analysis. Their summary concludes with a recommendation to award this work to Daniels. I agreed with their conclusion. Hoyle Tanner sent this information to NH DOT for approval/concurrence. Upon acceptance from NH DOT, we will need BOS approval to enter into an agreement with Daniels. We anticipate NH DOT approval, but at the time of this report, we did not yet have their approval letter. We seek BOS approval tonight, on the condition that we receive formal approval from NH DOT, to award the bridge construction work to Neil H. Daniels for the amount of \$747,135.00.

In addition to bridge construction, NH State law requires a different engineering firm to conduct construction engineering services (CE) than the preliminary design engineer. We solicited engineering firms through the required RFQ process. Two firms submitted qualifications. After internal review, we selected GPI based on qualifications. We then entered into scope and fee negotiations with GPI upon concurrence with our selection from NH DOT. The GPI figure was reasonable and similar to estimates provided by Hoyle Tanner. We will also need BOS approval to award the CE work for this project to GPI. NH DOT has informed us via email that they approved the GPI scope and fee. They further explained that formal approval for CE will come in the same letter of approval for bridge construction. Therefore, we also seek BOS approval tonight, on the condition that we receive formal approval from NH DOT, to award the CE services to GPI in the amount of \$118,364.76.

Also included in this report is the scope and fee for the HTA CE services as engineer of record. This fee is \$21,992.

All fees in this report are subject to the State Aid Bridge (SAB) program of which the Town is responsible for 20%. The remaining 80% is paid for by the Town and reimbursed by NH DOT.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

\$177,498.352 (Town portion of 80/20SAB [\$887,491.76]) from Bridge Repair and Replacement CRF

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

Recommend to award construction to Neil H. Daniels for \$747,135, and Construction Engineering to GPI and Hoyle Tanner for \$118,364.76 and \$21,992 respectively.

#### SUGGESTED MOTION:

I move to award the Mont Vernon Rd. bridge construction work to Neil H. Daniels for the amount of \$747,135.00. I further move to approve the qualifications-based selection of GPI and their corresponding fee of \$118,364.76. Lastly, I move to approve Hoyle Tanner's construction engineering fee of \$21,992 as the engineer of record during the construction phase. All awards are contingent upon formal approval from NH DOT, upon which all related documents and agreements may be signed by the Town Administrator as per prior authorization from this Board.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. 40654-Amherst-NHDOT Notice of Low Bid
- 2. 40654 GPI Scope & Fee Proposal 23.01.12
- 3. Terracon Scope
- 4. MV Bridge award w-o tabulation
- 5. RFQ Mont Vernon Rd award
- 6. HTA CE Phase Engineer of Record
- 7. GPI-Amherst Contract Agreement
- 8. CE letter to DOT 2-3-23
- 9. Final Plan and QBS CE approval-email
- 10. RFQ letter to DOT with attachments 12-8-22
- 11. Amherst Bridge CRF Rev 2023 1 3 PDF



February 28, 2023

Mr. Kevin Russell, PE
Project Manager
NHDOT, Bureau of Planning and Community Assistance
John O. Morton Building, Room G01
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

Re: Bid Summary and Analysis

Mont Vernon Road Over Ceasars Brook

NHDOT Bridge No. 112/071 / NHDOT Project No. 40654

Hoyle Tanner Project No. 21.919110.00

#### Dear Kevin:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) has reviewed the bids received for the above-referenced project. A tabulation of these bids and a bid analysis is enclosed for your review. The purpose of this letter is to summarize the bid results and to make a recommendation of award.

The bids were opened at 2:00 pm on February 23, 2023 through a Microsoft Teams Virtual Meeting. Three bid proposals were received, and the following is a summary of the results:

#### **Engineers Estimate:**

Hoyle, Tanner & Associates Inc.	Total Estimate:	\$762,167.50
Neil H. Daniels, Inc.	Total Bid:	\$747,135.00
Northeast Earth Mechanics, LLC.	Total Bid:	\$843,699.50
New England Infrastructure, Inc.	Total Bid:	\$1,234,567.89

All bids received were responsive and all three contractors are considered responsible since the bid documentation contained the required bid bond in the amount of 5% of the bid price as well as the necessary documentation of the required NHDOT Prequalification Status. Neil H. Daniels, Inc. (Daniels) is the low bidder, and their total bid price is \$15,032.50 lower than the January 2023 Engineer's Estimate, or 2% lower.

The enclosed bid tabulation is based on multiplying the contract quantities by the bidders' submitted unit prices. There are no discrepancies between our bid tabulation and the bid schedule submitted by the bidders.

The number of competitive bids for this project is three. Bids were evaluated utilizing NHDOT's recommended bid analysis process, as outlined in the "Bid Phase" portion of the NHDOT LPA Training. Per NHDOT, the significance level for contracts valued below \$2,000,000 is \$15,000; there are 2 items that deviate from the Engineer's Estimate by more than that amount. All items were evaluated for

reasonableness and unbalancing, and narratives addressing any deviations are provided in the enclosed bid analysis tabulation. There does not appear to be any evidence of unbalanced unit pricing for any of the bid items that would either give the bidder an unfair advantage or be of disadvantage to the Owner.

In addition to reviewing the reasonableness of individual bid items, the subtotaled cost of applicable bridge-related items was evaluated utilizing NHDOT's slope-intercept bridge costing procedure as outlined in Chapters 1 and 2 of the NHDOT Bridge Design Manual (BDM). Non-applicable bridge items, or items excluded from the slope intercept cost, are those listed in Article 1.4 of the BDM. This approach yields a cost of \$310 per square foot of slope-intercept bridge area for the low bid.

Approach roadway costs were also evaluated for this project and the low bid had a cost of \$847 per foot.

Daniels is prequalified with NHDOT in the category of Bridge Construction. Hoyle Tanner finds Daniels to be a bridge contractor capable of performing the work required for this project.

After reviewing and analyzing the bids received and the bridge experience and capabilities of Daniels, we recommend award of the project to Neil H. Daniels.

Sincerely,

#### **HOYLE TANNER**

Joseph C. Ripley, PE Project Manager

Enclosures

cc:

E. Slosek – Amherst, NH DPW Director

T. Lemire, PE - GPI, Inc.

## Bid Tabulation Mont Vernon Road over Ceasars Brook, Town of Amherst, NH 02/23/2023 at 2:00 PM EST

				Engineer Estimate		Neil H. Daniels, Inc.		Northeast Earth Mechanics, LLC		New England Infrastructure, Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price Extension		Unit Price Extension		Unit Price	Extension
201.1	CLEARING AND GRUBBING (F)	Α	0.1	\$75,000.00	\$7,500.00	\$25,000.00	\$2,500.00	\$135,000.00	\$13,500.00	\$41,000.00	\$4,100.00
202.42	REMOVAL OF EXISTING PIPE OVER 24" DIAMETER	LF	86	\$175.00	\$15,050.00	\$50.00	\$4,300.00	\$45.00	\$3,870.00	\$125.00	\$10,750.00
202.7	REMOVAL OF GUARDRAIL	LF	110	\$10.00	\$1,100.00	\$5.00	\$550.00	\$10.00	\$1,100.00	\$24.00	\$2,640.00
203.1	COMMON EXCAVATION	CY	285	\$25.00	\$7,125.00	\$20.00	\$5,700.00	\$15.00	\$4,275.00	\$60.00	\$17,100.00
203.5571	EAGRT PLATFORM PREFERRED, TL 2 - 25'	U	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,030.00	\$2,030.00
203.5572	EAGRT PLATFORM ALTERNATE, TL 2 - 25'	U	2	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$2,030.00	\$4,060.00
203.6	EMBANKMENT-IN-PLACE (F)	CY	80	\$30.00	\$2,400.00	\$20.00	\$1,600.00	\$15.00	\$1,200.00	\$70.00	\$5,600.00
207.3	UNCLASSIFIED CHANNEL EXCAVATION	CY	265	\$40.00	\$10,600.00	\$40.00	\$10,600.00	\$25.00	\$6,625.00	\$50.00	\$13,250.00
209.201	GRANULAR BACKFILL (BRIDGE) (F)	CY	155	\$50.00	\$7,750.00	\$60.00	\$9,300.00	\$100.00	\$15,500.00	\$70.00	\$10,850.00
214	FINE GRADING	U	1	\$4,400.00	\$4,400.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$11,100.00	\$11,100.00
304.3	CRUSHED GRAVEL (F)	CY	100	\$55.00	\$5,500.00	\$65.00	\$6,500.00	\$50.00	\$5,000.00	\$63.00	\$6,300.00
304.31	CRUSHED GRAVEL FOR SHIMMING	CY	225	\$55.00	\$12,375.00	\$65.00	\$14,625.00	\$50.00	\$11,250.00	\$60.00	\$13,500.00
304.35	CRUSHED GRAVEL FOR DRIVES	CY	8	\$55.00	\$440.00	\$65.00	\$520.00	\$51.00	\$408.00	\$200.00	\$1,600.00
403.11023	HBP-3/4" BINDER MIX, MACHINE METHOD	TON	155	\$150.00	\$23,250.00	\$175.00	\$27,125.00	\$140.00	\$21,700.00	\$200.00	\$31,000.00
403.11043	HBP-1/2" SURFACE MIX, MACHINE METHOD	TON	80	\$175.00	\$14,000.00	\$175.00	\$14,000.00	\$180.00	\$14,400.00	\$210.00	\$16,800.00
403.12	HBP-HAND METHOD	TON	11	\$200.00	\$2,200.00	\$175.00	\$1,925.00	\$200.00	\$2,200.00	\$230.00	\$2,530.00
403.16	PAVEMENT JOINT ADHESIVE	LF	875	\$3.50	\$3,062.50	\$5.00	\$4,375.00	\$2.00	\$1,750.00	\$2.00	\$1,750.00
410.22	ASPHALT EMULSION FOR TACK COAT	GAL	28	\$18.00	\$504.00	\$30.00	\$840.00	\$20.00	\$560.00	\$5.00	\$140.00
417	COLD PLANING BITUMINOUS SURFACES	SY	25	\$100.00	\$2,500.00	\$90.00	\$2,250.00	\$60.00	\$1,500.00	\$160.00	\$4,000.00
503.101	WATER DIVERSION STRUCTURE	U	1	\$67,000.00	\$67,000.00	\$55,000.00	\$55,000.00	\$60,000.00	\$60,000.00	\$83,000.00	\$83,000.00
503.201	COFFERDAMS	U	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$280,000.00	\$280,000.00
504.1	COMMON BRIDGE EXCAVATION (F)	CY	530	\$40.00	\$21,200.00	\$40.00	\$21,200.00	\$30.00	\$15,900.00	\$50.00	\$26,500.00
504.2	ROCK BRIDGE EXCAVATION	CY	30	\$120.00	\$3,600.00	\$75.00	\$2,250.00	\$200.00	\$6,000.00	\$1.00	\$30.00
508	STRUCTURAL FILL	CY	23	\$50.00	\$1,150.00	\$100.00	\$2,300.00	\$100.00	\$2,300.00	\$95.00	\$2,185.00
520.12	CONCRETE CLASS A, ABOVE FOOTINGS (F)	CY	16	\$1,400.00	\$22,400.00	\$1,500.00	\$24,000.00	\$700.00	\$11,200.00	\$900.00	\$14,400.00
520.213	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F)	CY	35	\$1,000.00	\$35,000.00	\$1,500.00	\$52,500.00	\$500.00	\$17,500.00	\$1,600.00	\$56,000.00
	PRECAST CONCRETE RIGID FRAME	U	1	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00	\$315,000.00	\$315,000.00	\$100,400.00	\$100,400.00
	WATER REPELLENT (SILANE/SILOXANE)	GAL	7	\$75.00	\$525.00	\$150.00	\$1,050.00	\$100.00	\$700.00	\$170.00	\$1,190.00
	BARRIER MEMBRANE, PEEL AND STICK - VERTICAL SURFACES (F)	SY	60	\$70.00	\$4,200.00	\$75.00	\$4,500.00	\$50.00	\$3,000.00	\$300.00	\$18,000.00
	BARRIER MEMBRANE, HEAT WELDED (F)	SY	67	\$75.00	\$5,025.00	\$75.00	\$5,025.00	\$100.00	\$6,700.00	\$91.00	\$6,097.00
	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	4600	\$3.00	\$13,800.00	\$1.50	\$6,900.00	\$2.00	\$9,200.00	\$3.00	\$13,800.00
	SILICONE JOINT SEALANT (F)	LF	66	\$20.00	\$1,320.00	\$15.00	\$990.00	\$25.00	\$1,650.00	\$50.00	\$3,300.00
	BRIDGE RAIL T2	LF	51	\$235.00	\$11,985.00	\$300.00	\$15,300.00	\$250.00	\$12,750.00	\$262.00	\$13,362.00
	BRIDGE APPROACH RAIL T2 (STEEL POSTS)	U	4	\$8,000.00	\$32,000.00	\$8,500.00	\$34,000.00	\$7,210.00	\$28,840.00	\$7,500.00	\$30,000.00
	RECONSTRUCTING STONE WALL ONE STONE WIDE	LF	30	\$100.00	\$3,000.00	\$100.00	\$3,000.00	\$51.00	\$1,530.00	\$420.00	\$12,600.00
	RIPRAP CLASS IV	CY	200	\$75.00	\$15,000.00	\$100.00	\$20,000.00	\$50.00	\$10,000.00	\$74.00	\$14,800.00
	CONCRETE FACED RETAINING WALL SYSTEM	SF	888	\$80.00	\$71,040.00	\$75.00	\$66,600.00	\$50.00	\$44,400.00	\$90.00	\$79,920.00
	GEOTEXTILE; PERM CONTROL CL.1, NON-WOVEN	SY	340	\$5.00	\$1,700.00	\$3.00	\$1,020.00	\$4.50	\$1,530.00	\$12.00	\$4,080.00
	15" ALUMINIZED STEEL END SECTION	EA	2	\$350.00	\$700.00	\$400.00	\$800.00	\$250.00	\$500.00	\$2,800.00	\$5,600.00
	12" PE PIPE (TYPE S)	LF	95	\$75.00	\$7,125.00	\$55.00	\$5,225.00	\$48.00	\$4,560.00	\$60.00	\$5,700.00
	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL2 - 25') (STEEL POST)	U	4	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00	\$3,850.00	\$15,400.00	\$4,400.00	\$17,600.00
	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75	\$35.00	\$2,625.00	\$45.00	\$3,375.00	\$39.00	\$2,925.00	\$40.00	\$3,000.00
	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	60	\$60.00	\$3,600.00	\$25.00	\$1,500.00	\$50.00	\$3,000.00	\$175.00	\$10,500.00
	STRAIGHT GRANITE CURB	LF	76	\$70.00	\$5,320.00	\$75.00	\$5,700.00	\$63.00	\$4,788.00	\$80.00	\$6,080.00
	FLAGGERS	HR	80	\$45.00	\$3,600.00	\$35.00	\$2,800.00	\$65.00	\$5,200.00	\$70.00	\$5,600.00
619.1	MAINTENANCE OF TRAFFIC	U	1	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$14,034.89	\$14,034.89

# Bid Tabulation Mont Vernon Road over Ceasars Brook, Town of Amherst, NH 02/23/2023 at 2:00 PM EST

				Engineer Estimate		Neil H. Daniels, Inc.		Northeast Earth	Mechanics, LLC	New England Infrastructure, Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	U	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$3,600.00	\$7,200.00
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	8	\$7.00	\$56.00	\$10.00	\$80.00	\$7.00	\$56.00	\$53.00	\$424.00
621.31	SINGLE DELINEATOR WITH POST	EA	2	\$70.00	\$140.00	\$65.00	\$130.00	\$55.00	\$110.00	\$175.00	\$350.00
621.32	DOUBLE DELINEATOR WITH POST	EA	2	\$80.00	\$160.00	\$75.00	\$150.00	\$65.00	\$130.00	\$175.00	\$350.00
622.1	STEEL WITNESS MARKERS	EA	1	\$40.00	\$40.00	\$30.00	\$30.00	\$55.00	\$55.00	\$250.00	\$250.00
628.2	SAWED BITUMINOUS PAVEMENT	LF	105	\$7.00	\$735.00	\$5.00	\$525.00	\$5.00	\$525.00	\$11.00	\$1,155.00
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	700	\$1.50	\$1,050.00	\$2.00	\$1,400.00	\$2.00	\$1,400.00	\$4.00	\$2,800.00
645.0002	SEDIMENTATION BASIN	U	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	375	\$5.00	\$1,875.00	\$5.00	\$1,875.00	\$3.50	\$1,312.50	\$28.00	\$10,500.00
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	690	\$6.00	\$4,140.00	\$6.00	\$4,140.00	\$5.50	\$3,795.00	\$12.00	\$8,280.00
645.531	SILT FENCE	LF	690	\$5.00	\$3,450.00	\$4.00	\$2,760.00	\$5.50	\$3,795.00	\$8.00	\$5,520.00
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00
645.72	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	EA	26	\$150.00	\$3,900.00	\$350.00	\$9,100.00	\$100.00	\$2,600.00	\$875.00	\$22,750.00
645.73	FINAL WETLAND IMPACT REPORT	U	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
646.512	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM (F)	SY	410	\$15.00	\$6,150.00	\$20.00	\$8,200.00	\$11.00	\$4,510.00	\$21.00	\$8,610.00
692	MOBILIZATION	U	1	\$69,300.00	\$69,300.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$160,000.00	\$160,000.00
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
<u></u>		Bas	e Bid Total:		\$762,167.50		\$747,135.00		\$843,699.50		\$1,234,567.89

BID ANALYSIS
Mont Vernon Road over Ceasars Brook, Town of Amherst, NH

						LOW BID		LOW BID ITEM DIFFERENCE		
				Engineer Estimate		Neil H. Da		LOW BID ITEM AMOUNT	DIFFERENCE AS % OF THE	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price Extension		DIFFERENCE	TOTAL BID	REMARKS
	CLEARING AND GRUBBING (F)	A	0.1	\$75,000.00	\$7,500.00	\$25,000.00	\$2,500.00	-\$5,000.00	-0.67%	1
	REMOVAL OF EXISTING PIPE OVER 24" DIAMETER	LF	86	\$175.00	\$15,050.00	\$50.00	\$4,300.00	-\$10,750.00	-1.44%	1
202.7	REMOVAL OF GUARDRAIL	LF	110	\$10.00	\$1,100.00	\$5.00	\$550.00	-\$550.00	-0.07%	1
203.1	COMMON EXCAVATION	CY	285	\$25.00	\$7,125.00	\$20.00	\$5,700.00	-\$1,425.00	-0.19%	1
203.5571	EAGRT PLATFORM PREFERRED, TL 2 - 25'	U	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	-\$1,000.00	-0.13%	1
	EAGRT PLATFORM ALTERNATE, TL 2 - 25'	Ü	2	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	-\$2,000.00	-0.27%	1
203.6	EMBANKMENT-IN-PLACE (F)	CY	80	\$30.00	\$2,400.00	\$20.00	\$1,600.00	-\$800.00	-0.11%	1
207.3	UNCLASSIFIED CHANNEL EXCAVATION	CY	265	\$40.00	\$10,600.00	\$40.00	\$10,600.00	\$0.00	0.00%	1
	GRANULAR BACKFILL (BRIDGE) (F)	CY	155	\$50.00	\$7,750.00	\$60.00	\$9,300.00	+ \$1,550.00	0.21%	1
	FINE GRADING	U	1	\$4,400.00	\$4,400.00	\$2,500.00	\$2,500.00	-\$1,900.00	-0.25%	1
	CRUSHED GRAVEL (F)	CY	100	\$55.00	\$5,500.00	\$65.00	\$6,500.00	+ \$1,000.00	0.13%	1
304.31	CRUSHED GRAVEL FOR SHIMMING	CY	225	\$55.00	\$12,375.00	\$65.00	\$14,625.00	+ \$2,250.00	0.30%	1
	CRUSHED GRAVEL FOR DRIVES	CY	8	\$55.00	\$440.00	\$65.00	\$520.00	+ \$80.00	0.01%	1
403.11023	HBP-3/4" BINDER MIX, MACHINE METHOD	TON	155	\$150.00	\$23,250.00	\$175.00	\$27,125.00	+ \$3,875.00	0.52%	1
	HBP-1/2" SURFACE MIX, MACHINE METHOD	TON	80	\$175.00	\$14,000.00	\$175.00	\$14,000.00	\$0.00	0.00%	1
	HBP-HAND METHOD	TON	11	\$200.00	\$2,200.00	\$175.00	\$1,925.00	-\$275.00	-0.04%	1
	PAVEMENT JOINT ADHESIVE	LF	875	\$3.50	\$3,062.50	\$5.00	\$4,375.00	+ \$1,312.50	0.18%	1
	ASPHALT EMULSION FOR TACK COAT	GAL	28	\$18.00	\$5,002.50	\$30.00	\$840.00	+ \$336.00	0.04%	1
417	COLD PLANING BITUMINOUS SURFACES	SY	25	\$100.00	\$2,500.00	\$90.00	\$2,250.00	-\$250.00	-0.03%	1
	WATER DIVERSION STRUCTURE	U	1	\$67,000.00	\$67,000.00	\$55,000.00	\$55,000.00	-\$12,000.00	-1.61%	1
	COFFERDAMS	Ü	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	0.00%	1
	COMMON BRIDGE EXCAVATION (F)	CY	530	\$40.00	\$21,200.00	\$40.00	\$21,200.00	\$0.00	0.00%	1
	ROCK BRIDGE EXCAVATION	CY	30	\$120.00	\$3,600.00	\$75.00	\$2,250.00	-\$1,350.00	-0.18%	1
	STRUCTURAL FILL	CY	23	\$50.00	\$1,150.00	\$100.00	\$2,300.00	+ \$1,150.00	0.15%	1
	CONCRETE CLASS A, ABOVE FOOTINGS (F)	CY	16	\$1,400.00	\$22,400.00	\$1,500.00	\$24,000.00	+ \$1,600.00	0.21%	1
320.12	CONCRETE CLASS A, ABOVE FOOTINGS (F)	CI	10	\$1,400.00	\$22,400.00	\$1,500.00	\$24,000.00	+ \$1,000.00	0.2170	1
520.213	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F)	CY	35	\$1,000.00	\$35,000.00	\$1,500.00	\$52,500.00	+ \$17,500.00	2.34%	this quantity and verified that it is accurate. The B and C bid values range from \$500 (B Bidder) to \$1,600 (C Bidder).  The difference in unit price appears to present no advantage to the Bidder nor disadvantage to the Owner.
										This is a well defined item that is paid for as a unit. This item is often difficult to estimate based on precast fabricator pricing, shipping costs, and if the contractor will self-perform the installation or rely on a subcontractor. The B and C bid values range from \$100,400 (C Bidder) to \$315,000 (B Bidder).
										The difference in unit price appears to present no advantage to the
529.011	PRECAST CONCRETE RIGID FRAME	U	1	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00	-\$25,000.00	-3.35%	Bidder nor disadvantage to the Owner.
534.3	WATER REPELLENT (SILANE/SILOXANE)	GAL	7	\$75.00	\$525.00	\$150.00	\$1,050.00	+ \$525.00	0.07%	1
538.2	BARRIER MEMBRANE, PEEL AND STICK - VERTICAL SURFACES (F)	SY	60	\$70.00	\$4,200.00	\$75.00	\$4,500.00	+ \$300.00	0.04%	1
	BARRIER MEMBRANE, HEAT WELDED (F)	SY	67	\$75.00	\$5,025.00	\$75.00	\$5,025.00	\$0.00	0.00%	1
	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	4600	\$3.00	\$13,800.00	\$1.50	\$6,900.00	-\$6,900.00	-0.92%	1
562.1	SILICONE JOINT SEALANT (F)	LF	66	\$20.00	\$1,320.00	\$15.00	\$990.00	-\$330.00	-0.04%	1
563.22	BRIDGE RAIL T2	LF	51	\$235.00	\$11,985.00	\$300.00	\$15,300.00	+ \$3,315.00	0.44%	1
565.222	BRIDGE APPROACH RAIL T2 (STEEL POSTS)	U	4	\$8,000.00	\$32,000.00	\$8,500.00	\$34,000.00	+ \$2,000.00	0.27%	1
572.1	RECONSTRUCTING STONE WALL ONE STONE WIDE	LF	30	\$100.00	\$3,000.00	\$100.00	\$3,000.00	\$0.00	0.00%	1
583.4	RIPRAP CLASS IV	CY	200	\$75.00	\$15,000.00	\$100.00	\$20,000.00	+ \$5,000.00	0.67%	1
592.3	CONCRETE FACED RETAINING WALL SYSTEM	SF	888	\$80.00	\$71,040.00	\$75.00	\$66,600.00	-\$4,440.00	-0.59%	1
593.411	GEOTEXTILE; PERM CONTROL CL.1, NON-WOVEN	SY	340	\$5.00	\$1,700.00	\$3.00	\$1,020.00	-\$680.00	-0.09%	1
603.36115	15" ALUMINIZED STEEL END SECTION	EA	2	\$350.00	\$700.00	\$400.00	\$800.00	+ \$100.00	0.01%	1
603.82212	12" PE PIPE (TYPE S)	LF	95	\$75.00	\$7,125.00	\$55.00	\$5,225.00	-\$1,900.00	-0.25%	1
606.12551	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL2 - 25') (STEEL POST)	U	4	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00	+ \$2,000.00	0.27%	1
606.18001	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75	\$35.00	\$2,625.00	\$45.00	\$3,375.00	+ \$750.00	0.10%	1
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	60	\$60.00	\$3,600.00	\$25.00	\$1,500.00	-\$2,100.00	-0.28%	1
609.01	STRAIGHT GRANITE CURB	LF	76	\$70.00	\$5,320.00	\$75.00	\$5,700.00	+ \$380.00	0.05%	1
005.01										
618.7	FLAGGERS	HR	80	\$45.00	\$3,600.00	\$35.00	\$2,800.00	-\$800.00	-0.11%	1

# BID ANALYSIS Mont Vernon Road over Ceasars Brook, Town of Amherst, NH

			-		LOW BID		BID	LOW BID ITEM	DIFFERENCE	
				Engineer	Estimate	Neil H. Daniels, Inc.		AMOUNT	AS % OF THE	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	DIFFERENCE	TOTAL BID	REMARKS
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	U	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	-\$4,000.00	-0.54%	1
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	8	\$7.00	\$56.00	\$10.00	\$80.00	+ \$24.00	0.00%	1
621.31	SINGLE DELINEATOR WITH POST	EA	2	\$70.00	\$140.00	\$65.00	\$130.00	-\$10.00	0.00%	1
621.32	DOUBLE DELINEATOR WITH POST	EA	2	\$80.00	\$160.00	\$75.00	\$150.00	-\$10.00	0.00%	1
622.1	STEEL WITNESS MARKERS	EA	1	\$40.00	\$40.00	\$30.00	\$30.00	-\$10.00	0.00%	1
628.2	SAWED BITUMINOUS PAVEMENT	LF	105	\$7.00	\$735.00	\$5.00	\$525.00	-\$210.00	-0.03%	1
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	700	\$1.50	\$1,050.00	\$2.00	\$1,400.00	+ \$350.00	0.05%	1
645.0002	SEDIMENTATION BASIN	U	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	-\$2,000.00	-0.27%	1
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	375	\$5.00	\$1,875.00	\$5.00	\$1,875.00	\$0.00	0.00%	1
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	690	\$6.00	\$4,140.00	\$6.00	\$4,140.00	\$0.00	0.00%	1
645.531	SILT FENCE	LF	690	\$5.00	\$3,450.00	\$4.00	\$2,760.00	-\$690.00	-0.09%	1
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	+ \$2,000.00	0.27%	1
645.72	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	EA	26	\$150.00	\$3,900.00	\$350.00	\$9,100.00	+ \$5,200.00	0.70%	1
645.73	FINAL WETLAND IMPACT REPORT	U	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	+ \$2,000.00	0.27%	1
646.512	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM (F)	SY	410	\$15.00	\$6,150.00	\$20.00	\$8,200.00	+ \$2,050.00	0.27%	1
692	MOBILIZATION	U	1	\$69,300.00	\$69,300.00	\$75,000.00	\$75,000.00	+ \$5,700.00	0.76%	1
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.00	0.00%	1
	Base Bid Total: \$762,167.50								•	

Remark "1" = The difference in unit price does not appear to present advantage to the Bidder nor disadvantage to the Owner

SIGNIFICANCE LEVEL TRIGGERING EVALUATION OF BID ITEMS: \$ 15,000.00

DIFFERENCE BETWEEN ENGINEER'S ESTIMATE AND LOW BID: -1.97%



Hoyle, Tanner Project No. 21.919110 Town of Amherst Mont Vernon Road Over Ceasars Brook NHDOT Bridge No. 112/071 Sheet: Calc By: Check By: Revised By: Rev Check By:

JCR JAH of:

Date:

Date:

Date:

Date:

2/2023 2/2023

#### SLOPE INTERCEPT AND ROADWAY COST

#### **NOTES AND ASSUMPTIONS**

• Calculate the bridge cost using the slope intercept method as outlined in Chapter 2 of the NHDOT BDM.

#### **Bridge Geometry:**

Span:	24 ft
West Slope	2 to 1
East Slope Intercept Height:	2.5 to 1
West Slope Intercept Height:	8.0625 ft
East Slope Intercept Height:	7.625 ft
Skew Angle	0 deg

#### Slope Intercept Length

Slope Intercept Length: 59.1875 ft

Slope Intercept Check: 53.5 ft

(Based on BDM Appendix 2.9-A1 Figure)

Used Slope Intercept Length 53.5 ft

#### **Slope Intercept Cost**

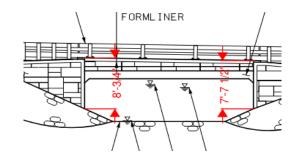
Bridge Width (BDM 2.9.1) 24.25 ft
Slope Intercept Bridge Area 1300 ft
Bridge Cost (see next sheet) \$ 407,835.00

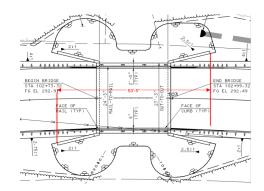
Bridge Cost Per Square Foot \$ 310.00

#### **Roadway Cost Per Foot**

Roadway Length 324 ft Roadway Cost (see next sheet) \$ 274,300.00

Roadway Cost Per Foot \$ 847.00







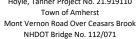
Sheet: of: Calc By: JCR Date: 2/2023 Check By: JAH Date: 2/2023 Revised By: Date: Rev Check By: Date:

#### SLOPE INTERCEPT AND ROADWAY COST

#### **Bridge Cost**

 $\bullet$  Items to be excluded for bridge cost are defined in BDM Section  $\,$  1.4  $\,$ 

				Low Bid	Bridge	
tem Code	Item Description	UofM	Quantity	Extension	Item?	Bridge Cost
	CLEARING AND GRUBBING (F)	A	0.1			\$ -
	REMOVAL OF EXISTING PIPE OVER 24" DIAMETER	LF	86		1	\$ 4,300.00
	REMOVAL OF GUARDRAIL	LF	110	1 1		\$ -
	COMMON EXCAVATION	CY	285			\$ -
	EAGRT PLATFORM PREFERRED, TL 2 - 25'	U	1			\$ -
	EAGRT PLATFORM ALTERNATE, TL 2 - 25'	U	2			\$ -
	EMBANKMENT-IN-PLACE (F)	CY	80	1 - 7		\$ -
	UNCLASSIFIED CHANNEL EXCAVATION	CY		\$10,600.00		\$ 10,600.00
	GRANULAR BACKFILL (BRIDGE) (F)	CY	155			\$ 9,300.00
	FINE GRADING	U	1			\$ -
304.3	CRUSHED GRAVEL (F)	CY	100	\$6,500.00	N	\$ -
304.31	CRUSHED GRAVEL FOR SHIMMING	CY	225	\$14,625.00	N	\$ -
304.35	CRUSHED GRAVEL FOR DRIVES	CY	8	\$520.00	N	\$ -
403.1102	HBP-3/4" BINDER MIX, MACHINE METHOD	TON	155			\$ -
	HBP-1/2" SURFACE MIX, MACHINE METHOD	TON	80	\$14,000.00	N	\$ -
	HBP-HAND METHOD	TON	11			\$ -
	PAVEMENT JOINT ADHESIVE	LF	875			\$ -
	ASPHALT EMULSION FOR TACK COAT	GAL	28			\$ -
	COLD PLANING BITUMINOUS SURFACES	SY	25	·		\$ -
	WATER DIVERSION STRUCTURE	U	1			\$ -
	COFFERDAMS	U	1			\$ -
504.1	COMMON BRIDGE EXCAVATION (F)	CY	530	\$21,200.00	Υ	\$ 21,200.00
504.2	ROCK BRIDGE EXCAVATION	CY		\$2,250.00		\$ 2,250.00
508	STRUCTURAL FILL	CY	23	\$2,300.00	Υ	\$ 2,300.00
	CONCRETE CLASS A, ABOVE FOOTINGS (F)	CY	16	\$24,000.00	1	\$ 24,000.00
	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F)	CY		\$52,500.00		\$ 52,500.00
	PRECAST CONCRETE RIGID FRAME	U	1	\$125,000.00	Υ	\$ 125,000.00
	WATER REPELLENT (SILANE/SILOXANE)	GAL	7	\$1,050.00		\$ 1,050.00
	BARRIER MEMBRANE, PEEL AND STICK - VERTICAL SURFACES (F)	SY	60	1 1		\$ 4,500.00
538.5	BARRIER MEMBRANE, HEAT WELDED (F)	SY	67	\$5,025.00	Υ	\$ 5,025.00
	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	4600			\$ 6,900.00
	SILICONE JOINT SEALANT (F)	LF	66			\$ 990.00
	BRIDGE RAIL T2	LF	51	\$15,300.00		\$ 15,300.00
565.222	BRIDGE APPROACH RAIL T2 (STEEL POSTS)	U	4			\$ 34,000.00
	RECONSTRUCTING STONE WALL ONE STONE WIDE	LF	30	\$3,000.00	N	\$ -
583.4	RIPRAP CLASS IV	CY	200	\$20,000.00	Υ	\$ 20,000.00
	CONCRETE FACED RETAINING WALL SYSTEM	SF	888			\$ 66,600.00
593.411	GEOTEXTILE; PERM CONTROL CL.1, NON-WOVEN	SY	340	\$1,020.00	Υ	\$ 1,020.00
	15" ALUMINIZED STEEL END SECTION	EA	2	\$800.00		\$ -
603.8221	12" PE PIPE (TYPE S)	LF	95	\$5,225.00	N	\$ -
606.1255	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL2 - 25') (STEEL POST)	U	4	\$18,000.00	N	\$ -
	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75	\$3,375.00	N	\$ -
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	60	\$1,500.00	N	\$ -
609.01	STRAIGHT GRANITE CURB	LF	76	\$5,700.00	N	\$ -
618.7	FLAGGERS	HR	80	\$2,800.00	N	\$ -
619.1	MAINTENANCE OF TRAFFIC	U	1	\$20,000.00	N	\$ -
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	U	2	\$6,000.00	N	\$ -
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	8	\$80.00	N	\$ -
621.31	SINGLE DELINEATOR WITH POST	EA	2	\$130.00	N	\$ -
621.32	DOUBLE DELINEATOR WITH POST	EA	2	\$150.00	N	\$ -
622.1	STEEL WITNESS MARKERS	EA	1	\$30.00	N	\$ -
628.2	SAWED BITUMINOUS PAVEMENT	LF	105	\$525.00	N	\$ -
	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	700	·		\$ -
	SEDIMENTATION BASIN	U	1	\$1,000.00	1	\$ 1,000.00
45.0002			+			
	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	375	\$1,875.00	N	\$ -
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY) COMPOST SOCK FOR PERIMETER BERM	SY LF	375 690			\$ -
645.44 645.512	` '		_	\$4,140.00	N	



Hoyle, Tanner Project No. 21.919110 NHDOT Bridge No. 112/071

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of: Date: Date: Date: Date:

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#### SLOPE INTERCEPT AND ROADWAY COST

					Bridge		
Item Code	Item Description	UofM	Quantity	Extension	Item?	Bridge Cost	
645.72	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	EA	26	\$9,100.00	N	\$	-
645.73	FINAL WETLAND IMPACT REPORT	U	1	\$5,000.00	N	\$	-
646.512	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM (F)	SY	410	\$8,200.00	N	\$	-
692	MOBILIZATION	U	1	\$75,000.00	N	\$	-
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5000	\$5,000.00	N	\$ -	
·		\$747,135.00		\$ 407,835	.00		

#### **Roadway Cost**

				Low Bid			
					Roadway		
Item Code	Item Description	UofM	Quantity	Extension	Item?	Roa	dway Cost
201.1	CLEARING AND GRUBBING (F)	Α	0.1	\$2,500.00	Υ	\$	2,500.00
202.42	REMOVAL OF EXISTING PIPE OVER 24" DIAMETER	LF	86	\$4,300.00	N	\$	-
202.7	REMOVAL OF GUARDRAIL	LF	110	\$550.00	Υ	\$	550.00
203.1	COMMON EXCAVATION	CY	285	\$5,700.00	Υ	\$	5,700.00
203.5571	EAGRT PLATFORM PREFERRED, TL 2 - 25'	U	1	\$1,500.00	Υ	\$	1,500.00
	EAGRT PLATFORM ALTERNATE, TL 2 - 25'	U	2	\$3,000.00	Υ	\$	3,000.00
	EMBANKMENT-IN-PLACE (F)	CY	80	\$1,600.00	Υ	\$	1,600.00
	UNCLASSIFIED CHANNEL EXCAVATION	CY	265	\$10,600.00	N	\$	-
	GRANULAR BACKFILL (BRIDGE) (F)	CY	155	\$9,300.00	N	\$	_
	FINE GRADING	U	1	\$2,500.00	Υ	\$	2,500.00
	CRUSHED GRAVEL (F)	CY	100	\$6,500.00	Υ	\$	6,500.00
	CRUSHED GRAVEL FOR SHIMMING	CY	225	\$14,625.00	Υ	_	14,625.00
	CRUSHED GRAVEL FOR DRIVES	CY	8	\$520.00	Υ	\$	520.00
	HBP-3/4" BINDER MIX, MACHINE METHOD	TON	155	\$27,125.00	v		27,125.00
	HBP-1/2" SURFACE MIX, MACHINE METHOD	TON	80		v	_	14,000.00
	HBP-HAND METHOD	TON	11	\$1,925.00	V	\$	1,925.00
	PAVEMENT JOINT ADHESIVE	LF	875	\$4,375.00	V	\$	4,375.00
	ASPHALT EMULSION FOR TACK COAT	GAL	28	\$840.00	V	\$	840.00
				·	T V	\$	
	COLD PLANING BITUMINOUS SURFACES	SY	25 1	\$2,250.00	Y N	\$	2,250.00
	WATER DIVERSION STRUCTURE	U		\$55,000.00			
	COFFERDAMS		1	\$10,000.00		\$	-
	COMMON BRIDGE EXCAVATION (F)	CY	530			\$	-
	ROCK BRIDGE EXCAVATION	CY	30	\$2,250.00		\$	-
	STRUCTURAL FILL	CY	23	\$2,300.00		\$	-
	CONCRETE CLASS A, ABOVE FOOTINGS (F)	CY	16			\$	-
	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F)	CY	35			\$	-
	PRECAST CONCRETE RIGID FRAME	U		\$125,000.00		\$	-
	WATER REPELLENT (SILANE/SILOXANE)	GAL	7	\$1,050.00		\$	-
	BARRIER MEMBRANE, PEEL AND STICK - VERTICAL SURFACES (F)	SY	60	\$4,500.00	N	\$	-
	BARRIER MEMBRANE, HEAT WELDED (F)	SY	67	\$5,025.00	N	\$	-
	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	4600	\$6,900.00		\$	-
	SILICONE JOINT SEALANT (F)	LF	66	\$990.00		\$	-
	BRIDGE RAIL T2	LF	51	\$15,300.00		\$	-
	BRIDGE APPROACH RAIL T2 (STEEL POSTS)	U	4	\$34,000.00	N	\$	-
572.1	RECONSTRUCTING STONE WALL ONE STONE WIDE	LF	30	\$3,000.00	Υ	\$	3,000.00
583.4	RIPRAP CLASS IV	CY	200	\$20,000.00	N	\$	-
592.3	CONCRETE FACED RETAINING WALL SYSTEM	SF	888	\$66,600.00	N	\$	-
593.411	GEOTEXTILE; PERM CONTROL CL.1, NON-WOVEN	SY	340	\$1,020.00	N	\$	-
603.3612	15" ALUMINIZED STEEL END SECTION	EA	2	\$800.00	Υ	\$	800.00
603.8221	12" PE PIPE (TYPE S)	LF	95	\$5,225.00	Υ	\$	5,225.00
606.1255	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL2 - 25') (STEEL POST)	U	4	\$18,000.00	Υ	\$	18,000.00
606.18	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75	\$3,375.00	Υ	\$	3,375.00
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	60	\$1,500.00	Υ	\$	1,500.00
609.01	STRAIGHT GRANITE CURB	LF	76	\$5,700.00	Υ	\$	5,700.00
618.7	FLAGGERS	HR	80	\$2,800.00	Υ	\$	2,800.00
619.1	MAINTENANCE OF TRAFFIC	U	1	\$20,000.00	Υ		20,000.00
	PORTABLE CHANGEABLE MESSAGE SIGN	U	2	\$6,000.00	Υ	\$	6,000.00
	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	8	\$80.00	Υ	\$	80.00
	SINGLE DELINEATOR WITH POST	EA	2	\$130.00	Υ	\$	130.00
	· · · · · · · · · · · · · · · · · ·			÷ 200.00	1	Ť	200.0



Hoyle, Tanner Project No. 21.919110 Town of Amherst Mont Vernon Road Over Ceasars Brook NHDOT Bridge No. 112/071 
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#### SLOPE INTERCEPT AND ROADWAY COST

					Roadway		
tem Code	Item Description	UofM	Quantity	Extension	Item?	Roa	adway Cos
621.32	DOUBLE DELINEATOR WITH POST	EA	2	\$150.00	Υ	\$	150.00
622.1	STEEL WITNESS MARKERS	EA	1	\$30.00	Υ	\$	30.00
628.2	SAWED BITUMINOUS PAVEMENT	LF	105	\$525.00	Υ	\$	525.00
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	700	\$1,400.00	Υ	\$	1,400.00
645.0002	SEDIMENTATION BASIN	U	1	\$1,000.00	N	\$	-
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	375	\$1,875.00	Υ	\$	1,875.00
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	690	\$4,140.00	Υ	\$	4,140.00
645.531	SILT FENCE	LF	690	\$2,760.00	Υ	\$	2,760.00
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1	\$5,000.00	Υ	\$	5,000.00
645.72	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	EA	26	\$9,100.00	Υ	\$	9,100.00
645.73	FINAL WETLAND IMPACT REPORT	U	1	\$5,000.00	Υ	\$	5,000.00
646.512	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM (F)	SY	410	\$8,200.00	Υ	\$	8,200.00
692	MOBILIZATION	U	1	\$75,000.00	Υ	\$	75,000.00
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5000	\$5,000.00	Υ	\$	5,000.00
				\$747,135.00		\$ 2	274,300.00



Ref: NEX-2200408.00

January 12, 2023 VIA EMAIL

Mr. Eric Slosek Director, Public Work Town of Amherst 22 Dodge Road Amherst, NH 03031

Subject: Mont Vernon Road Bridge Replacement – Scope & Fee Proposal

NH Project No. 40654

Dear Mr. Slosek:

**Greenman-Pedersen**, **Inc. (GPI)** is excited to present this Proposal to the Town of Amherst to provide Construction Engineering Services on the Mont Vernon Road Bridge Replacement project.

Based on coordination with the Town, it is our understanding that the goal is to provide a part-time Resident Engineer as well as support Quality Assurance services for this estimated 20-week construction project in Amherst, NH. The following scope of work further details the services anticipated to be required on this project.

#### <u>Task 1 – Resident Engineering & Inspection Services</u>

#### Scope:

GPI will provide a part-time Resident Engineer (RE). Services will be performed to fulfill the requirements for the construction phase of the State Bridge Aid program. Services anticipated to be provided include:

- Field inspection
- Reporting to stakeholders after inspections
- Review & approval of monthly pay estimates to contractor
- Traffic control and site safety monitoring
- Control of materials and coordination of materials testing subconsultant
- Red line as-builts
- Balance and excess at 50%, 75%, 90% project completion, or as requested

It is our understanding that this work is likely to be performed in 2023, GPI will work with the Town to staff an RE based on the advertisement date and expected work schedule. For budgeting purposes, it is assumed that the Resident Engineer will be performing inspections on-site between four and five days per week for approximately 32 hours each week depending on contractor operations and cooperation. Significant contractor operations are expected to include: water diversion, drainage installation, bridge excavation and foundations, stream channel installation, box culvert placement, bridge rail construction, roadway shim earthwork, and concrete retaining wall construction. With providing part-time services, GPI will make every effort to effectively staff major operations and coordinate with the contractor accordingly.

Mr. Eric Slosek January 12, 2023 Page 2 of 3

#### Fee:

GPI estimates that completion of this Task will require 20 weeks of service for the RE. An estimated fee of \$69,374.34 has been established for this assignment. This fee is estimated according to an actual cost plus fee schedule.

#### <u>Task 2 – Construction Administration</u>

#### Scope:

GPI will provide a NH registered Professional Engineer (P.E.) construction manager as needed for during construction activities. Services anticipated to be required may include, but are not limited to:

- Conduct a pre-construction meeting with the Town of Amherst, project stakeholders, impacted utility owners, and the contractors
- \*Review and approval of shop drawings and material submissions
- Consultation with the Town and project stakeholders
- \*Respond to requests for information (RFI) and change orders from the Contractor. Ensure the scope is appropriate and adequate documentation is received to substantiate any change request
- Participation at monthly construction progress meetings (when requested)
- Consultation and advice during construction
- Attendance at a final inspection
- Preparation and development of a punch list prior to substantial completion
- Certification that all work is completed in accordance with the contract documents
- Conduct project close out, including final pay estimate and compilation of record documents

\*Submittals, change orders, and RFI's related to the below list will be reviewed by the engineer of record. All others will be reviewed by GPI:

- Reinforced steel
- Precast concrete rigid frame fabrication drawings
- Concrete faced retaining wall system fabrication drawings and calculations
- Bridge rail and bridge approach rail

#### Fee:

GPI estimates that completion of this Task will require 20 weeks of service based on the specified contract duration as shown in the project manual. An estimated fee \$26,242.92 has been established for this assignment. This fee is estimated according to an actual cost plus fee schedule.

#### Task 3 - Materials Testing

#### Scope:

GPI will work with Terracon as a subconsultant for materials testing and fabrication services. Quality Assurance materials testing services will be performed according the NHDOT Quality Assurance Program for Municipally Managed Federal-aid Projects. The following materials are anticipated to be tested as part of this project:

Mr. Eric Slosek January 12, 2023 Page 3 of 3

#### Soils

- Gradation
- Compaction

#### Concrete

- Compressive Strength
- Slump
- Temperature
- Air Entrainment

•

#### Off-Site Box Culvert Fabrication

- Formwork inspection
- Review QC concrete testing
- Concrete placement/curing inspection
- Post cure inspection of all box culvert pieces

#### Fee:

GPI is proposing the \$17,835.00 has been quoted by our subconsultant as a not to exceed fee for this task. The proposal includes all labor, testing, travel and other direct costs associated with the project billed as a direct expense.

#### **Total Fee:**

With GPI expenses limited to mileage for travel, the total submitted fee estimate of \$118,364.76 has been established for all labor, expenses and materials testing for this project. This proposal is based on the above listed assumptions of the expected construction schedule and NHDOT approved audited overhead rates. The rates are to remain fixed for the duration of the contract. The field and office overhead rates are 129.17% and 165.08% respectively. The submitted fee estimate also assumes that actual cost plus 10% fee will be applied for the duration of the contract.

We thank you for considering GPI for this opportunity and look forward to continuing to work with the Town of Amherst on this project. If you have any questions or require further detail, please do not hesitate to contact me by phone at (603) 766-8252 or email at <a href="mailto:telmire@agpinet.com">telmire@agpinet.com</a>.

Sincerely,

GREENMAN-PEDERSEN, INC.

Timothy Lemire, P.E. Assistant Vice President

**Director of Construction Engineering** 

#### GREENMAN-PEDERSEN,INC.

### **Construction Engineering Fee Estimate**

## **Bridge Replacement Mont Vernon Road Over Ceasars Brook**

DATE: Janauray 12, 2023

No. Description: Construction Engineering	Project Manager	Resident Engineer	Construction/Bridge Inspector	Total
1 Resident Engineering & Inspection Services a) Resident Engineer b) Overtime (if applicable) 20 weeks @ 32 Hours Per Week 0 weeks @ 0 Hours Per Week 20 weeks @ 6 Hours Per Week	120	640		0 640 0 120
Total Proposed Hours	120	640	0	640
AVERAGE DIRECT LABOR RATES (\$ per hour) TOTAL DIRECT LABOR INDIRECT LABOR @ 129.17% % OFFICE INDIRECT LAB 165.08% % NET FEE @ 10% % Premium Portion of Overtime  TOTAL LABOR & OVERHEAD & FEE	\$75.00 \$9,000.00 \$14,857.20 \$2,385.72	\$43.00 \$27,520.00 \$35,547.58 \$6,306.76 - \$69,374.34	\$36.00 \$0.00 \$0.00 \$0.00 - \$0.00	\$36,520.00 \$50,404.78 \$8,692.48 \$0.00 \$95,617.26
DIRECT EXPENSES				
MATERIALS TESTING & FABRICATION INSPECTION		7.500	<b>#</b> 0.055	\$17,835.00
LOCAL TRAVEL ALLOWANCE (75 miles per day for 20 Weeks) PER DIEM (0 Days a Week for 0 Weeks)		7,500	\$0.655 \$0.00	\$4,912.50 \$0.00
T LIT DILINI (V Days a Week IOI V Weeks)			ψ0.00	\$0.00
Total Direct Expenses				\$22,747.50
			Total	\$118,364.70
REV 01-11				

- 1. THIS ESTIMATE ASSUMES 20 WEEKS OF PART-TIME CONSTRUCTION SERVICES
- 2. MILEAGE WILL BILLED AT THE YEARLY ESTABLISHED FEDERAL RATE
- 3. THIS ESTIMATE ASSUMES THAT THE RE WILL BE STAFFED LOCALLY COMMUTING TO THE PROJECT DAILY.
- 4. PROJECT MANAGER HOURS ARE CALCULATED WITH OFFICE OH, RESIDENT ENGINEER AND INSPECTOR HOURS USE FIELD OH.



Greenman-Pedersen, Inc. 21 Daniel St Portsmouth, NH 03801

Attn: Mr. Tim Lemire

E: tlemire@gpinet.com P: (603) 801-0086

Re: Proposal for Materials Testing Services

Amherst, NH Bridge Replacement-Mont Vernon Road over Ceasars Brook

Amherst, New Hampshire

Terracon Proposal No. PJ1221185

Dear Mr. Lemire:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction and materials testing services for the Amherst, NH Bridge Replacement-Mont Vernon Road over Ceasars Brook project in Amherst, New Hampshire. This proposal describes our understanding of the project, the scope of services, and our budget estimate.

#### 1.0 PROJECT INFORMATION

The project consists of constructing a 24' clear span precast concrete rigid frame founded on concrete spread footings and pedestal walls with precast concrete wingwalls, and approximately 325' of roadway reconstruction.

#### 2.0 SCOPE OF SERVICES

Based on a limited review of project documents, and our experience with similar projects, we anticipate that our services as a part of the Quality Control Program team could include the following:

- Soil Density testing of Reclaimed Base, structural fills, backfill of abutments;
- Perform observation for precast concrete elements at casting yard;
- Perform testing on fresh concrete for slump, air content, unit weight and temperature;
- Cast concrete cylinders (Set of 5: 1 7day, 3 28 day, and 1 hold cylinder);
- Return on the following day to retrieve the cast cylinders;
- Observe the laydown for asphalt and compaction testing of the pavement;
- Visual Inspection of the structural steel for the bridge, piles, and railing;
- Laboratory testing associated with the soil, concrete, and asphalt.

Terracon Consultants, Inc. 77 Sundial Ave. Suite 401W Manchester, New Hampshire 03103 P (603) 647 9700 F (603) 647 4432 terracon.com

Environmental Facilities Geotechnical Materials

#### **Proposal for Materials Testing Services**

Amherst NH Bridge Replacement-Mont Vernon Road over Ceasars Brook Amherst, New Hampshire December 9, 2022 Terracon Proposal No. PJ1221185



If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form or Supplement Proposal that outlines the additional work to be performed and associated fees.

#### 3.0 COMPENSATION

The actual cost of our services will be determined on a time and expense basis in accordance with the attached Cost Estimate. Based on the size of the project, we anticipate a cost of \$18,400 for our services. In order to effectively manage your project, our staff will bill time for value added services and project oversight. We anticipate that our field services will be scheduled at least one business day in advance by a representative of the project team.

#### 4.0 AUTHORIZATION

You may formally enter into an agreement with us to accomplish the work outlined above by signing an Agreement for Services or by supplying Terracon with a Purchase Order.

We appreciate the opportunity to be part of your team on this project. Please contact us if you have questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.

Philip Allen

**Department Manager** 

Timothy A. Hohlt

Principal/ Department Manager

T mod A. Habet

Attachments: Cost Estimate Worksheet

Agreement for Services

#### **Proposal for Materials Testing Services**

Amherst NH Bridge Replacement-Mont Vernon Road over Ceasars Brook Amherst, New Hampshire December 9, 2022 Terracon Proposal No. PJ1221185



#### **RATE SCHEDULE**

<u>PERSONNEL</u>	
Field Technician (4 hour minimum, portal to portal)	60.00/hour*
NETTCP Certified Technician (4 hour minimum, portal to portal)	
Precast Concrete Inspector (4 hour minimum, portal to portal)	85.00/hour*
Field Supervisor (4 hour minimum, portal to portal)	105.00/hour*
Project Manager (Supervision and Report Review)	140.00/hour
Project Reviewer	180.00/hour
Project Engineer (Registered PE)	220.00/hour
*Increase hourly rate by 1.5 for time in excess of 8 hours per day or weekends	and holidays
EXPENSES, EQUIPMENT, AND SUPPLIES	
Vehicle Expense	50.00/day
Supplies	
Core Drilling Machine and Generator	
Floor Flatness Equipment (Dipstick)	· · · · · · · · · · · · · · · · · · ·
Nuclear Density Meter	· · · · · · · · · · · · · · · · · · ·
Windsor Probes (ASTM C803)	
Windsor Pin Tests (ASTM C803)	75.00/set
Anchor Bolt Load Testing Equipment	
Skidmore Wilhelm Bolt Testing Equipment	100.00/day
CONCRETE Compressive Strength of Concrete Cylinder (ASTM C 39)	15 00/ooob
Stripped and cured test cylinders, not tested	
Vapor Emission Testing (ASTM F1869)	
Relative Humidity Testing – RH Probes (ASTM F2170)	
Relative numidity Testing – RH Probes (ASTM F2170)	50.00/probe
AGGREGATES AND SOILS	405.00/
Sieve Analysis (Washed – ASTM D422/D1140)	
Proctor Test (ASTM D 698/D1557)*	
*Additional charge for Coarse Aggregate Correction	20.00/each
ASPHALT	0.00 0.01
Extraction/Gradation (ASTM D2172/ASTM D422/ASTM D1140)	
Extraction only (ASTM D2172)	150.00/each
Asphalt Core Thickness/Bulk Density (ASTM D2726)	40.00/each
Theoretical Maximum Specific Gravity (ASTM D2041)	100. <del>00/test</del>

#### **ESTIMATED COST SHEET**

**Construction Testing & Observation Services** 



77 Sundial Avenue Manchester, New Hampshire

# Precast Concrete Bridge Mont Vernon Road Bridge over Ceasars Brook in Amherst, New Hampshire

Task	Гask		No. of Units	<b>Unit Rate</b>		Subtotal		Total
I. Earthwork (Footing Subgrade/Ba	ckfill - Compaction Testing)							
Earthwork Technician (assu	ming 4 visits)	hours	32	\$	60.00	\$	1,920.00	
Sieve Analysis		each	2	\$	105.00	\$	210.00	
Proctor		each	2	\$	195.00	\$	390.00	
Soil Sample Pickup (assumi	ng 1 visits)	hours	4	\$	60.00	\$	240.00	
Nuclear Gauge		day	4	\$	45.00	\$	180.00	
Trip Charge		trip	5	\$	50.00	\$	250.00	
							subtotal	\$ 3,190
II. Concrete (Footings/Stem Founda	ition Walls)							
Concrete Testing Technician	າ (assuming 6 visits)	hours	48	\$	60.00	\$	2,880.00	
Concrete Testing - (6 cylinde	er Sets <50cy)	each	36	\$	15.00	\$	540.00	
Concrete Sample Pickups (a	assuming 6 visits)	hours	24	\$	60.00	\$	1,440.00	
Trip Charge		trip	12	\$	50.00	\$	600.00	
							subtotal	\$ 5,460
III. Precast Concrete (Box Culvert)								
Concrete Testing Technician	າ (assuming 6 visits)	hours	48	\$	80.00	\$	3,840.00	
Trip Charge		trip	12	\$	50.00	\$	600.00	
							subtotal	\$ 4,440
IV. Hot Mix Asphalt								
Asphalt Technician (assumir	<del>rg 1 visits)</del>	hours	8	\$	60.00	\$	480.00	
Nuclear Gauge		day	1	\$	45.00	\$	45.00	
Trip Charge		trip	1	\$	50 00	\$	50.00	
							subtotal	\$ 575
V. Project Oversight								
Field Supervisor		hours	5	\$	105.00	\$	525.00	
Project Manager		hours	25	\$	140.00	\$	3,500.00	
Project Reviewer		hours	4	\$	180.00	\$	720.00	
							subtotal	\$ 4,745

TOTAL Items I. through V.

This cost estimate is based upon the above-listed hours, trips, and quantities and is not a guaranteed maximum price.

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\$17,835.00

## **TOWN OF AMHERST**

Town Department: DPW			Date: 3/8	Date: 3/8/2023			
Line I	tem: CRF Bridges		Budget A	mount: CRF			
Bid#:	Item: Mont Vernon Rd	Bridge	Date Bid To Be Awarded: March 13, 2023				
	Vendor	<u>Price</u>	<u>Tota</u> l	Other Considerations			
1.	Hoyle, Tanner & Assoc.		762,167.50				
2.	Neil H. Daniels, Inc.		747,135.00	Constructed Manchester Rd. Bridge; (80/20 SAB)			
3.	Northeast Earth Mechanics, LLC		843,699.50				
4.	New England Infrastructure, Inc.		1,234,567.89				
5.							
6							
Reco	mmend bid be awarded to: Neil H. Dani	els		Signature of Town Administrator/ Date			

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

This bid has been posted on Construction Summary; Dodge Data & Analytics; New Hampshire Municipal Association; Associated General Contractor of New Hampshire and the Amherst NH website.

15,000.00 ·1.97%

# **TOWN OF AMHERST**

Town Department: DPW				Date: March 8, 2023			
Line Item: Mont Vernon Rd. Construction Engineering			Budget A	Budget Amount: CRF			
Bid #: Item:			Date To E	Be Awarded: March 13, 2023			
7	<u>/endor</u>	<u>Price</u>	<u>Total</u>	Other Considerations			
1.	GPI			Received Qualifications Fee is \$118,364.76 (80/20 SAB)			
2.	Quantum Construction Consulta	nts		Received Qualifications			
3.	CMA Engineers			No Submission			
4.	Dubois & King			No Submission			
5.	Fuss & O'Neill			No Submission			
6. HEB Engineers				No Submission			
Recom	mend bid be awarded to: GPI			Signature of Town Administrator / Date			

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

This bid has been posted on Construction Summary; Dodge Data & Analytics; New Hampshire Municipal Association; Associated General Contractor of New Hampshire and the Amherst NH website.

## AGREEMENT FOR PROFESSIONAL SERVICES MONT VERNON ROAD OVER CEASARS BROOK NHDOT BRIDGE NO. 112/071

This is an agreement between the Town of Amherst, New Hampshire (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as Mont Vernon Road Over Ceasars Brook, NHDOT Bridge No. 112/071. The Consultant's services under this agreement are generally described as follows: construction engineering services including coordination with the Client, Construction Engineer, and Contractor; shop drawing review; limited observation of construction activities; and preparation of NHDOT Form 4.

The effective date of this Agreement is	Client and Consultant further agree as
follows:	

#### **Article 1: Scope of Services**

Consultant shall provide the services set forth in Exhibit A.

#### **Article 2: Client's Responsibilities:**

Client shall provide to Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultant's work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and nondestructive observations of the applicable site.

It may be necessary for Consultant's personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant's services.

Client shall bear all costs related to compliance with this Article of this Agreement.

If Client engages a construction manager or any other professionals for the Project in addition to Consultant; Client must define the duties and responsibilities of each professional services provider.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

#### **Article 3: Schedule**

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

#### **Article 4: Compensation and Payment for Services**

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly applications for payment for services completed under this Agreement.

Invoices shall be Consultant's standard form or other form approved by Client.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) day notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice; however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

#### Article 5: Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

#### **Article 6: Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

#### **Article 7: Compliance with Laws and Regulations**

Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

#### **Article 8: Underground Facilities**

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.

Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of construction Contract.

#### **Article 9: Construction Phase Services**

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

#### **Article 10: Design without Construction Phase**

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from Consultant prepared documents or if conditions are discovered that are not accounted for in the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of Consultant, to the extent such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

#### Article 11: Use of Documents and Ownership of Electronic Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Documents that may be relied upon by Client are limited to those that are signed or signed and sealed by Consultant, which may be in electronic or hardcopy format in conformance with professional engineering practice regulations in effect in project jurisdiction. Any conclusion or information obtained or derived from such other documents will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to longterm compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

#### **Article 12: Insurance**

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

#### **Article 13: Suspension and Termination**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

#### **Article 14: Indemnification and Limitation of Liability**

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

#### **Article 15: Dispute Resolution**

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

#### **Article 16: Environmental Conditions**

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

#### **Article 17: Controlling Law**

This Agreement shall be governed by the laws of the State of New Hampshire.

#### **Article 18: Successors and Assigns**

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

#### **Article 19: Severability**

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

#### **Article 20: Waiver of Provisions**

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE		
For Hoyle, Tanner & Associates, Inc.:		
	December 21, 2022	
Sean T. James, PE - Senior Vice President	(Date)	
For The Town of Amherst, New Hampshire:		
PLEASE PROCEED WITH THE PROJECT AS INDICATED.		
(Name)	(Date)	
(Title)	-	

### **EXHIBIT A Scope of Services**

#### **Construction Phase**

#### Consultant shall:

- C-1. Prepare Notice to Proceed (NTP) for Client signature and issuance to the Contractor.
- C-2. Coordinate, attend, and lead a coordination meeting at Client Offices with the Client and Construction Engineer to review the project contract documents, and prepare meeting minutes.
- C-3. Coordinate, attend and lead a Pre-Construction Meeting at Client Offices and prepare meeting minutes.
- C-4. Provide limited construction contract administration and shop drawing / product submittal reviews.
- C-5. Provide on-call consultation to address Contractor, Construction Engineer, or Client questions or concerns and provide clarification to contract documents.
- C-6. Perform up to six site visits during construction.
- C-7. Provide a NHDOT Form 4 Bridge Capacity Rating (with calculations) to the NHDOT.
- C-8. Provide overall project management including scheduling, client coordination and allocation of resources.

#### **Assumptions**

#### Consultant assumes:

- Hoyle Tanner's performance under this contract will be in general conformance with the version of A-1. the NHDOT's "Design Procedures for Municipally-Managed State Bridge Aid Program Projects" in effect at the time of Hoyle Tanner's date of acceptance (signature). Should a revised version of the procedures be issued during the duration of the project and new requirements be enforced, Hoyle Tanner may renegotiate the fee to perform additional services associated with the revisions.
- A-2. Successful project completion requires Hoyle Tanner to manage external and internal team members for inter-discipline plan and permit development, by attending coordination meetings with the Client, Construction Engineer, and NHDOT, preparation of meeting minutes and notes, Client invoices as well as Quality Assurance and Quality Control of documents prepared.
- A-3. Resident Project Representative (RPR) services shall be provided by others under a separate contract with the Client. Hoyle Tanner's services during construction will be limited to a support role typical of the Engineer of Record with limited submittal review, response to Request for Information (RFI), and limited site visits at key construction progress points.

- A-4. Hoyle Tanner will perform up to six site visits for observation of progress only. For budgetary purposes, 4 hours site visit are assumed for each site visit including 0.5 hour of travel time to and from the project site for a total of 5 hours per site visit.
- A-5. An electronic (PDF) set of the contract documents will be provided to the Construction Engineer including contract plans, specifications, project estimate of cost with quantity calculations. A PDF of the contract plans is assumed to be utilized for the Record Drawings prepared by the RPR.
- A-6. Shop drawings and working drawing reviews are assumed to include a maximum of two reviews of the following:
  - Reinforcing Steel
  - Precast Concrete Rigid Frame Fabrication Drawings
  - Concrete Faced Retaining Wall System Fabrication Drawings and Calculations
  - Bridge Rail and Bridge Approach Rail

All other shop drawings and working drawing reviews are anticipated to be reviewed by the RPR.

- A-7. Review and approval of shop drawings and/or working drawings does not extend to the means and methods of construction nor to safety precautions and programs of the Contractor.
- A-8. The Contractor's construction contract will have a duration of 123 calendar days (18 weeks) to achieve substantial completion and an additional 35 days (which equates to a project total of 158 calendar days or 23 weeks) to achieve final completion starting during the spring of 2023 with all on-site work occurring between 7 AM to 7 PM, Monday through Friday. The first 3 weeks of the construction contract duration are expected to be used for submittals, utility coordination and project start-up (i.e. no on-site work). The Contractor's on-site construction duration is expected to require the remaining contract days or 15 weeks to achieve substantial completion and an additional 5 weeks (23 weeks total) to achieve final completion.
- A-9. Our on-call consultation services will be based on the contractor's contract duration of 158 calendar days (23 weeks) to achieve substantial completion. On average, 2 hours of on-call consultation will be required per week.
- A-10. Preparation of the NHDES post construction report, as required in "Project Specific Condition" number 17 of the Wetlands and Non-Site Specific Permit, is not included in Consultant's scope of services. Preparation of the report shall be the responsibility of the Contractor or Contractor's subconsultant as specified in the Special Provision for Section 645 – Erosion Control.
- Completion of the NHDES "Wetlands Completion of Construction Notice and Certificate of Compliance A-11. Form" within 30 days of the end of construction is not included in Consultant's scope of services. Client or Client's Resident Project Representative will complete this form.
- A-12. Dispute resolution during construction between Client and Contractor will not include mediation, arbitration or litigation. Dispute resolution will be solely handled between the Client, Contractor, RPR, and Engineer as necessary. Should the dispute resolution escalate to a point where mediation, arbitration or litigation is required, Hoyle Tanner's fees and rates may be renegotiated should Client require participation in the proceedings.

- A-13. Consultant shall not be responsible for acts or omissions of the Contractor(s), changes made to the project by the RPR, or interpretations of the project design intent by the RPR.
- A-14. Consultant shall not be responsible for failure of the Contractor to construct the project in accordance with the construction Contract documents.

## **Project Specific Client Responsibilities**

CR-1. The Client shall provide an electronic (PDF) set of "Record" drawings, as prepared by the RPR, to Hoyle Tanner for record purposes.

# **Exhibit B INSURANCE**

# Consultant has the following Insurance coverages:

a.	Workers' Compensation and Employers' Liability	\$ \$ \$	1,000,000 1,000,000 1,000,000	Each Accident Disease-Each Employee Disease-Policy Limit
b.	General Liability Commercial Package	\$ \$ \$ \$	1,000,000 2,000,000 2,000,000 1,000,000 10,000	Each Occurrence General Aggregate Products- Comp/Op Agg Personal & Adv Injury Med Exp (any one person)
c.	Umbrella	\$ \$	10,000,000	Each Occurrence Aggregate
d.	Business Auto (Hired and Non-Owned)	\$	1,000,000	Combined Single Limit Per Accident
e.	Professional Liability	\$ \$	5,000,000 5,000,000	Per claim Annual Aggregate

## **EXHIBIT C Compensation for Services**

Client shall pay Consultant for services set forth in Exhibit A and in accordance with the provisions of Article 4 of this Agreement as follows:

#### **C.4 Actual Cost Plus Percent Fee Method of Payment**

Construction Phase	\$ 21,992	Estimated Amount
Total Compensation	\$ 21,992	Estimated Amount

The total amounts include the Consultant's direct labor, overhead and percent fee of employees engaged on the project, plus reimbursable expenses and Consultant's subconsultants, if any. During the term of this Agreement, direct salaries may be adjusted as part of Hoyle Tanner's companywide revisions due to increases in cost of living as well as merit and shall not be limited to employees assigned to provide services under this Agreement.

Reimbursable expenses include such items as transportation, postage, telephone, fax, printing and equipment rental.

With approval of Client, Consultant may modify the amounts for individual phases to reflect services actually provided by phase, which approval by Client will not be unreasonably withheld; however, Consultant shall not exceed the total compensation without the approval of the Client.

Consultant shall bill for services based on direct labor charges plus overhead and percent fee, reimbursable and subconsultant charges during the billing period.

## **NHDOT FUNDING SUMMARY**

The following is a summary of the total project costs to date:

	SAB 80%	Local 20%	Total
Preliminary Engineering (PE)			
Engineering Study Phase <sup>1</sup>	\$48,840.80	\$12,210.20	\$61,051.00
Preliminary Design Phase <sup>1</sup>	\$56,135.20	\$14,033.80	\$70,169.00
Final Design Phase	\$37,833.60	\$9,458.40	\$47,292.00
Bid Phase	\$5,952.00	\$1,488.00	\$7,440.00
PE Total	\$148,761.60	\$37,190.40	\$185,952.00
ROW Total <sup>3</sup>	\$800.00	\$200.00	\$1,000.00
Construction (CON)			
Construction Cost <sup>4</sup>	\$609,734.40	\$152,433.60	\$762,168.00
Engineer of Record <sup>2</sup>	\$17,593.60	\$4,398.40	\$21,992.00
Construction Engineering <sup>3</sup>	\$73,168.00	\$18,292.00	\$91,460.00
CON Total	\$700,496.00	\$175,124.00	\$875,620.00
TOTAL	\$850,057.60	\$212,514.40	\$1,062,572.00

<sup>&</sup>lt;sup>1</sup>Complete

<sup>&</sup>lt;sup>2</sup> Fee Estimate included in the Proposal

<sup>&</sup>lt;sup>3</sup> Assumed by Consultant

<sup>&</sup>lt;sup>4</sup> Based on actual estimate in Final Design performed by Consultant

150 Dow Street Manchester, New Hampshire 03101 - 1227

Hoyle, Tanner & Associates, Inc.

Revised 3/2018

# Salary Rate Table

Consultant Name:	Hoyle, Tanner & Associates, Inc.	Proposed Indirect Cost Rate for this Assignment	169.08%
Project/Contract: #	Amherst 40654	_	
Date:	12/21/2022		

**Salary Rate Table** 

	- Calary I	ate labie	_				_	
Column 1	Column 2	Column 3	Co	lumn 4	С	Column 5		Column 6
Employee Name	Company Classification	NHDOT Standardized Titles (Leave Blank, not currently used)	н	mpany lourly ate (\$)	A	NHDOT Allowed Rate (\$)		Average NHDOT owed Rate (\$)
Joseph Ripley	Project Manager		\$	53.47	\$ \$	53.47 -	\$	53.47
Katelyn Welch	Project Engineer		\$	39.31	\$ \$	39.31 -	\$	39.31
Jeffrey Hollstein	Engineer		\$	34.63	\$ \$	34.63 -	\$	34.63
Diane Ryan	Project Assistant		\$	32.63	\$ \$	32.63 -	\$	32.63
					\$ \$	- -	\$	-
					\$ \$	-	\$	-
					\$ \$	-	\$	-
					\$ \$	-	\$ \$	-
					\$	-	\$	
					\$ \$	-	\$	
					\$	-		_
					\$	-	\$	-
					\$ \$	-	\$	-
					\$ \$	-	\$	-
					\$ \$	-	\$	-
					\$ \$	-	\$	-

are accurate and actual and are in accordance with the contract terms.	
	December 21, 2022
Consultant Signature	Date

I hereby certify, under the pains and penalties of perjury, that all the employees, classifications, and salaries listed

#### AGREEMENT FOR

# CONSTRUCTION ENGINEERING SERVICES FOR MONT VERNON ROAD BRIDGE REPLACEMENT, NH PROJECT No. 40654 IN THE TOWN OF AMHERST, NH

**THIS AGREEMENT**, made this 12<sup>th</sup> day of January, 2023, by and between the Town of Amherst, hereinafter designated as the "Owner", a New Hampshire municipal corporation duly established by law in the County of Hillsborough and the State of New Hampshire, with an address of 2 Main Street, Amherst, NH 03031, and Greenman-Pedersen, Inc. (GPI), a New York corporation licensed to perform engineering in the State of New Hampshire, with an office at 116 South River Road, Building B, Suite 1, Bedford, NH 03110, hereinafter designated as the "Consultant".

WHEREAS, the Owner through its Public Works Department has selected GPI through the qualifications based selection; and

**WHEREAS,** the Owner has proposed to secure construction engineering services for the Mont Vernon Road Bridge Replacement project; and

WHEREAS, the Owner has authorized the project and appropriated the necessary funds;

**NOW THEREFORE**, the Owner and the Consultant, for the consideration hereinafter named, agree as follows:

#### **SECTION 1 - SCOPE OF WORK**

The professional engineering services, which are specifically included in this Agreement, are as detailed in Attachment A (Scope of Work), Attachment B (Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate) attached hereto and made a part hereof.

#### **SECTION 2 – COMPENSATION**

The Owner agrees to pay and the Consultant agrees to accept as full compensation for the work completed under the terms of this Agreement, fees and charges as follows:

A. Services as summarized in Section 1 and detailed in Attachment A (Scope of Work), Attachment B (Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate) shall be provided on an "hourly" basis.

The Owner will be invoiced on a monthly basis based on the actual work completed during the billing period, with audited overhead and 10% fee. Billings will be based on actual Employee Services direct labor, direct labor being defined as the actual hourly rate without any other additional costs paid to personnel engaged directly to perform services under this agreement.

Non-salary expenses shall be invoiced at cost and include reasonable cost of transportation; printing; identifiable supplies; laboratory fees; and charges by reviewing authorities.

B. It is agreed that the Work shall be paid for on a "time-and-materials" basis. For the purposes of determining a contract value, it is mutually agreed that services performed under the Agreement shall be limited to a Not-to-Exceed amount of \$118,364.76 as detailed in Attachment B

(Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate). This amount includes \$95,617.26 in labor (at audited field/office overhead and 10% fee) and \$22,747.50 in expenses and subconsultant services as detailed in Attachment B (Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate).

- C. For outside services, which are rendered for the Consultant by other than its direct employees, the fee shall be the Consultant's direct cost. In regard to the use of sub-consulting services the Consultant may bring in to perform services for the Owner, the Owner must approve these services in writing before said services are rendered and the rate of compensation cannot exceed the rate or the maximum amounts shown Attachment B for said service.
- D. Transportation expenses for employees of the Consultant traveling in direct reference to the Project shall be rendered to the Owner at the IRS rate per mile current at the time of service.
- E. Interim payments shall be made monthly to the Consultant as the Consultant performs said Work. It is understood and agreed that the Consultant will be paid only for Work performed by it and its employees under this Agreement as long as the Consultant can provide a detailed breakdown to the Owner that this Work was performed in the current billing cycle. Work rendered by the Owner's employees will be at no cost to the Consultant and the Consultant will receive no payment therefore. Payment for Invoices received from the Consultant for Work performed under the contract is due no later than 60 days from the time of submittal.

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. The Owner and Consultant shall endeavor to negotiate disputes between them in good faith for a period of 30 days from the date of Owner's notice to the Consultant of the disputed item(s) in the invoice.

Records and documents prepared by the Consultant under this Agreement shall become property of the Owner. The Consultant shall retain a copy of the data for its professional use.

- F. Attachment C (Construction Engineering Cost Estimate) shall have each work item identified with a budget amount. In the event the Consultant wishes to spend more funding then that which is identified in that work item, the Consultant must follow the terms and conditions of paragraph H, below. Invoices shall not be accepted for payment if the amount requested exceeds the budgeted amount in the approved Professional Services Cost Matrix.
- G. The Consultant shall not be required to provide any Work under this Agreement that is outside of the Limits of Work as described in Attachment A (Scope of Work) and that will result in the Notto-Exceed amount being exceeded, without first amending this Agreement in writing.
- H. The Consultant must provide the service specified in the Scope of Work identified in Attachment A (Scope of Work) for the amount specified in Attachment B (Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate). In the event that the Not-to-Exceed fee and authorized contingency has to be exceeded for reasonable cause, the Owner and the Consultant shall mutually revise it by written amendment to this Agreement. Increases to amounts in Attachment B (Summary of Work Budget) and Attachment C (Construction Engineering Cost Estimate) shall not be granted unless unforeseen issues or changes in scope of work cause additional work for the Consultant.

#### **SECTION 3 – CONSTRUCTION ENGINEERING SERVICES**

The Consultant shall provide construction engineering services according to the scope of work provided in Attachment A.

These documents are incorporated into this Agreement by reference.

#### **SECTION 4 - SCHEDULE FOR COMPLETION**

The Consultant agrees to provide construction engineering services for 20 weeks of construction. Should the Town's construction contractor continue work beyond the 20-week construction periods, the Owner will be notified in writing for the need of additional services. The Consultant shall not be responsible for failure to perform or for delays in the performance of the Work under this Agreement, which arise out of causes beyond the control and without fault or negligence of the Consultant, including, without limitation, delays caused by permitting requirements, permitting appeals, required land acquisition, review periods by third parties, Owner, fire or other casualty, governmental action, inability to obtain material, or Acts of God. The Consultant shall immediately notify the Owner in writing in the event that a delay affects the schedule for completion.

#### **SECTION 5 - SUCCESSORS AND ASSIGNS**

The Owner and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to the covenants, terms and conditions of this Agreement. The Consultant shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Owner.

#### **SECTION 6 – TERMINATION**

The Owner may terminate this Agreement by seven (7) days written notice to the Consultant. Compensation and reimbursement due the Consultant up to the date of termination shall be paid to the Consultant by the Owner. Such payments shall not exceed the fair value of the Work as the Owner and Consultant may mutually agree.

By written notice to the Owner, the Consultant may terminate this Agreement ninety (90) days following written notice to the Owner from the Consultant of any default by the Owner under the Agreement, unless the Owner shall have failed to remove such default within said ninety (90) days. Upon such termination by the Consultant, compensation and reimbursement payable to the Consultant in accordance with the terms of the Agreement up to and including the date of termination shall be paid to the Consultant by the Owner. Such payments shall not exceed the fair value of the Work as the Owner and Consultant may mutually agree.

Upon termination or completion of the Work under this Agreement, the Consultant shall immediately return to the Owner without limitation the documents, plans, drawings, tools and items of any nature whatever supplied to the Consultant by the Owner or developed by the Consultant in accordance with this Agreement.

#### SECTION 7 – WARRANTY, LIABILITY, AND INDEMNIFICATION

The Work rendered by the Consultant shall be performed in accordance with generally accepted Engineering practices. Estimates, recommendations, opinions, and decisions of the Consultant shall be based upon the information furnished and presently in possession, without acknowledging or confirming the veracity thereof, and upon the Consultant's experience, technical qualifications and professional judgment.

The Consultant agrees that, prior to the commencement of the Work pursuant to the Agreement, the Consultant shall provide to the Owner a Certificate of Insurance showing that the Consultant has in full force and effect a policy or policies of insurance against errors and/or omissions due to professional negligence of the Consultant in the amount of \$2,000,000. The Consultant agrees to keep said insurance (or the equivalent) in full force and effect throughout the full term of the Agreement and for a period of three (3) years subsequent to the expiration of the full term of the Agreement. The Consultant shall immediately inform the Owner of any potential error or omission at the time of occurrence, and the Owner shall have complete access to the documents to make an independent determination of the alleged error or omission. The Consultant shall maintain general liability insurance in such amounts as approved by the Owner naming the Owner as an additional insured. Insurance policies shall be written by companies licensed to do business in the State of New Hampshire and acceptable to the Owner. The Owner shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing such coverages shall be provided to the Owner upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

The Consultant shall indemnify and hold the Owner harmless from and against claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Consultant's breach of this Agreement or the negligence or misconduct of the Consultant, or the Consultant's agents or employees.

#### **SECTION 8 - MISCELLANEOUS PROVISIONS**

This Agreement represents the entire and integrated Agreement between Owner and the Consultant and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against either the Owner or the Consultant.

In the implementation of the Work identified in Attachment A (Scope of Work), the Consultant agrees that the personnel assigned to work on these plans shall have a working knowledge of the project requirements of NHDOT and shall follow those requirements.

The Consultant shall comply with the Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining the necessary licenses, permits, and approvals required for the performance of such work.

Notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail

or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire and the Consultant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

# Signature Page

IN WITNESS WHEREOF, the OWNER has caused these presents to be signed by its duly authorized agents for the purpose, and CONSULTANT has caused these presents to be signed by its duly authorized representative, on the day and year first written above.

THE TOWN OF AMHERST, NEW HAMPS
Ву
By
Ву
GREENMAN-PEDERSEN, INC.
By Signature of Officer of Company and Title
Vice President

# ATTACHMENT A

SCOPE OF WORK

# ATTACHMENT B

SUMMARY OF WORK BUDGET

# **LABOR**

Subtotal	\$ 95,617.26
Resident Engineering & Inspection Construction Administration	69,374.34 26,242.92
<u>ITEM</u>	<u>COST</u>

# **EXPENSES**

<u>ITEM</u>	<u>COST</u>
Materials Testing (Subconsultant) Mileage Subtotal	\$ 17,835.00 \$ 4,912.50 <b>\$ 22,747.50</b>
TOTAL	\$ 118,364.76

# ATTACHMENT C

CONSTRUCTION ENGINEERING COST ESTIMATE



# **DEPARTMENT OF PUBLIC WORKS**

Eric M. Slosek
Director
22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 x-402 Email: eslosek@amherstnh.gov

February 3, 2023

Mr. Kevin Russell Project Manager NHDOT Bureau of Planning and Community Assistance John O. Morton Building 7 Hazen Drive Concord, NH 03302

Re: Construction Engineering Services

Mont Vernon Road Bridge over Caesar's Brook

NHDOT Bridge No. 112/071 / NHDOT Project No. 40654

Dear Mr. Russell:

Per your "Final Plan – Notice to Proceed to Advertise to Bids / GPI Approval – Construction Engineering" letter dated January 12, 2023, the Town of Amherst has engaged Greenman-Pedersen, Inc. (GPI) and Hoyle, Tanner & Associates (Hoyle Tanner) for construction engineering phase services for the subject project. GPI will perform the Contract Administration services and Hoyle Tanner will assist as Engineer of Record.

The Town of Amherst has reviewed the attached proposals from GPI and Hoyle Tanner and found them to be acceptable. The Town now requests NHDOT review and approval of these proposals. As is shown in the table below, the estimated construction (CON) total is now \$902,524.76 as compared to the currently programmed \$875,620.00. Therefore, the Town is also requesting NHDOT approval of an additional \$26,904.76 of additional construction engineering funds so that the Town can execute the agreements for construction phase services.

The following is a summary of the total project costs prepared by Hoyle Tanner (Consultant):

	SAB 80%	Local 20%	Total
Preliminary Engineering (PE)			
Engineering Study Phase <sup>1</sup>	\$48,840.80	\$12,210.20	\$61,051.00
Preliminary Design Phase <sup>1</sup>	\$56,135.20	\$14,033.80	\$70,169.00
Final Design Phase <sup>1</sup>	\$37,833.60	\$9,458.40	\$47,292.00
Bid Phase <sup>2</sup>	\$5,952.00	\$1,488.00	\$7,440.00
PE Total	\$148,761.60	\$37,190.40	\$185,952.00
ROW Total <sup>3</sup>	\$800.00	\$200.00	\$1,000.00
Construction (CON)			
Construction Cost <sup>4</sup>	\$609,734.40	\$152,433.60	\$762,168.00
Engineer of Record <sup>5</sup>	\$17,593.60	\$4,398.40	\$21,992.00

	SAB 80%	Local 20%	Total
Construction Engineering <sup>5</sup>	\$94,691.81	\$23,672.95	\$118,364.76
CON Total	\$722,019.81	\$180,504.95	\$902,524.76
TOTAL	\$871,581.41	\$217,895.35	\$1,089,476.76

<sup>&</sup>lt;sup>1</sup>Complete

We appreciate your consideration of our request and please feel free to contact me at 603-673-2317, x 402, or eslosek@amherstnh.gov, should you have any questions.

Sincerely,

Eric M. Slosek

**Amherst Director of Public Works** 

Crix M Slosek

<sup>&</sup>lt;sup>2</sup> In Progress

<sup>&</sup>lt;sup>3</sup> Assumed by Consultant

<sup>&</sup>lt;sup>4</sup> Based on actual estimate in Final Design performed by Consultant

<sup>&</sup>lt;sup>5</sup>Awaiting NHDOT Approval



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E. Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

January 12, 2023

Eric Slosek Public Works Director Town of Amherst 2 Main Street Amherst, NH 03031

RE: AMHERST, #40654

Mont Vernon Road over Ceasars Brook - Br. #112/071

FINAL PLAN - NOTICE TO PROCEED TO ADVERTISE FOR BIDS GPI APPROVAL – CONSTRUCTION ENGINEERING

Dear Mr. Slosek:

The Department has reviewed the Final Plans dated October 28, 2022, as submitted by Hoyle, Tanner & Associates (HTA), Inc. for the above-referenced project and finds them to be satisfactory.

Also, the Department has reviewed the Qualifications-Based Selection process dated December 8, 2022, as prepared by the Town of Amherst for Construction Administration services and found it to be satisfactory via email on December 28, 2022. The Town may move to scope and fee negotiations with Greenman-Pedersen, Inc. (GPI) and scope and fee negotiations with the Engineer of Record, HTA.

The Town is authorized to proceed to advertising for bids. Upon receipt of bids, please send tabulation to this office for our concurrence to award the contract to the low bidder.

The following table summarizes the anticipated costs for this project.

PHASE	*PARTICIPATING	COMMENTS
Preliminary Engineering	\$185,952.00	Authorized
Right of Way Easements	\$1,000.00	Authorized
(estimated)		
Construction (estimated)	\$875,620.00	Programmed including
		Construction Engineering
Total	\$1,062,572.00	

<sup>\*</sup>Participating amount is 80% State Bridge Aid, 20% Town match

Under the guidelines for municipally-managed projects, we can now reimburse the Town 80% of the design/bid phase services and any right-of-way costs incurred upon submission of all paid invoices. Please include complete copies of each invoice, as well as, proof of payment. Please submit an itemized listing of these charges so that the process for reimbursement can be done efficiently. Please be sure to refer to NHDOT's Process for Bridge Aid - Municipally-Managed Projects for an explanation of qualifying costs.

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: <u>WWW.NHDOT.COM</u>

If there are any questions as you proceed, please contact us.

Sincerely,

Kevin C. Russell

Kevin C. Russell, PE Project Manager Bureau of Planning and Community Assistance Telephone: (603) 271-1609

## KCR/dmp

cc via email: Joseph Ripley, Hoyle, Tanner & Associates, Inc., Tim Lemire, Greenman-Pedersen, Inc., Joseph Jordan, Town of Amherst, C. R. Willeke, NHDOT, Courtney Collins, NHDOT, Laura Guimont, NHDOT



# DEPARTMENT OF PUBLIC WORKS

Eric M. Slosek
Director
22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 x-402 Email: eslosek@amherstnh.gov

December 8, 2022

Mr. Kevin Russell, PE 7 Hazen Dr. Concord, NH 03302-0483

Re: Mont Vernon Road Bridge Over Ceasars Brook

(NHDOT Bridge No. 112/071, NHDOT Project No. 40654)

Request for Qualifications (RFQ) Selection

Construction Engineering

Dear Kevin:

The purpose of this letter is to provide you with a summary of information regarding the RFQ process for the abovementioned project. The following information includes how the RFQ was advertised, a list of the firms who responded, a description of how the firms were ranked, the reasoning behind the ranking that led to the selection, and who was involved in the selection. Copies of the RFQ submissions are enclosed.

#### **ADVERTISEMENT**

The Request for Qualifications was advertised on October 25, 2022, at the following locations:

- Construction Summary
- Associated General Contractor
- Town of Amherst, NH website, "Bid Opportunities"

#### RESPONDENTS

RFQ submissions were due at Amherst Town Hall, Town Administrator's office, by Thursday, December 1, at 2pm. Submission packages were opened in the Town Hall meeting room shortly after the 2pm deadline. We received a total of two submissions. The two respondents were Quantum Construction Consultants, LLC (QCC) and Greenman-Pedersen, Inc. (GPI).

#### **REVIEWERS**

The RFQ submissions were reviewed by Joseph Jordan, Assistant Director (ADPW), and me, Eric Slosek, Director (ADPW).

#### **SELECTION SUMMARY**

After thorough review of both RFQ submissions, we ranked GPI number one, and QCC number two. While we believe both firms are qualified to do this work, there were a few things about GPI's submission that stood out to us. These things included:

- GPI has more internal resources they can rely on, including a 150-member Bedford office, among other regional offices. Bedford is also closer in proximity to our project than QCC's Concord office.
- GPI has a <u>dedicated</u> construction services group.
- Proximity of their proposed project manager to our project Timothy Lemire lives in Lyndeborough and works out of the Bedford office. We believe this will result in more frequent visits by the project manager to our construction site.
- GPI included more detail about our specific project in their qualifications package. This included notations specific to our project on page 17, paragraphs 2, 3, and 4. For example, they mentioned the need for "careful planning to achieve the desired cross slope", referring to the roadway tie-ins after the bridge has been installed. We noted this attention to detail.
- GPI wrote about the importance of being an "Ambassador for the Town." Maintaining good relationships with abutters and the public will be very important to us during this project.
- GPI stated they are "prepared to halt operations if the work is substandard."
- GPI has ranked in the top 70 national design firms in the United States for over a decade by the Engineering News Record, a renown publication which has been around since 1874.
- The proposed construction inspector, an EIT, has more certifications than QCC's proposed EIT construction inspector. Specially, he has HMA Paving and Driven Pile inspector licenses which the QCC inspector does not.
- References We contacted four references for GPI including City of South Burlington, VT, City of Keene, NH, City of Framingham, MA, and City of Nashua, NH. Of the four references, three returned our call, including Nashua, South Burlington, and Framingham. All three recommended using GPI, and indicated they were great to work with. Nashua also mentioned that GPI halted construction activities while performing construction inspection services for a Nashua Transit road and pedestrian project, in which they determined the work was substandard. The Nashua reference supports GPI's statement in their qualifications package that they are prepared to halt work if it is substandard.

In summary, we have selected GPI as our top ranked firm. We seek your concurrence with our selection so that we may move forward with the next phase of our procurement process and solicit a scope and fee from GPI for their construction engineering services.

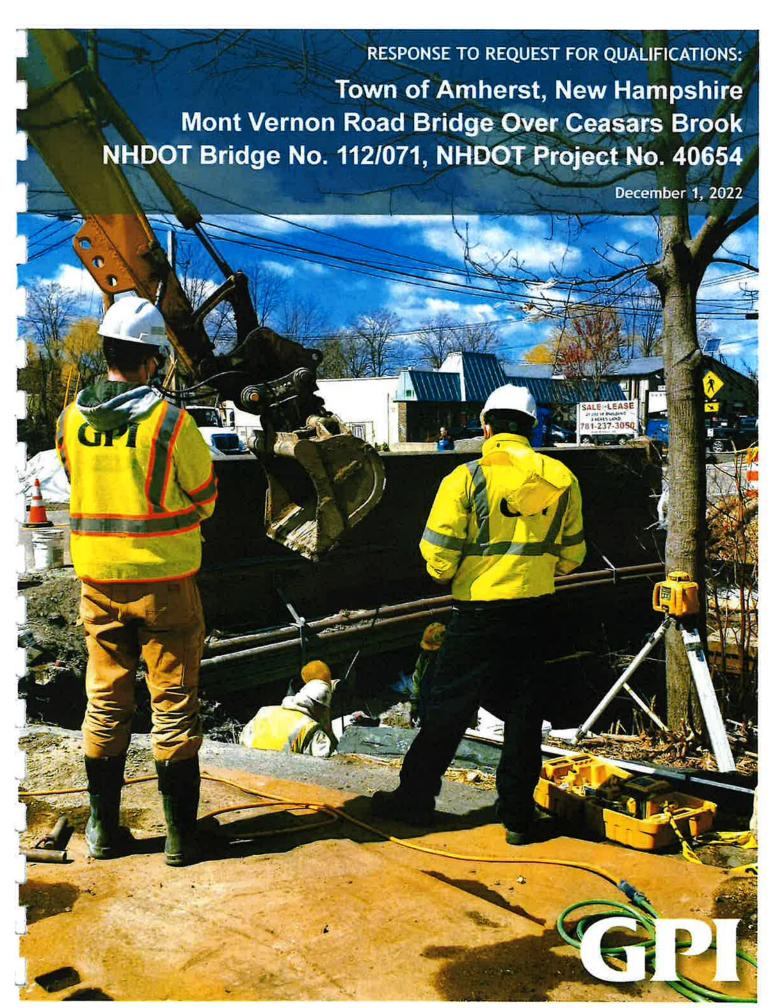
Should you require additional information, please contact me at 603-673-2317 x 402, or via email at eslosek@amherstnh.gov.

Sincerely, Slow

Eric M. Slosek Amherst, NH

Director of Public Works

**Enclosures** 



# WHY GPI?



# Bridge Replacement Experience

GPI's resume includes construction engineering and inspection of bridge projects of all sizes and types, from box culverts to interstate bridges and everything in between. Our field staff approaches each unique bridge as an opportunity to develop innovative solutions.



# Well-Versed in State Bridge Aid and LPA Programs

We have deep experience with bridge projects that have 80% federal matches and have developed strong working relations with the NHDOT Bureau of Planning and Community Assistance. Our well-trained staff has extensive knowledge of the requirements and procedures in state aid and LPA programs.



# Roster of Full-Time Construction Personnel

GPI staffs projects with resident engineers and inspectors that are fulltime in our construction services group - not untrained or inexperienced designers. Our employees know the role, perform as professionals, and work to keep the project moving.



# **Innovative Technology**

GPI is a leader in integrating emerging software and digital tools to streamline our processes and keep the whole team informed. Construction management software is a key component of our strategy to keep our projects organized. Stakeholders can see any report, submittal or contractor payment at any time.



December 1, 2022

Town Hall Town Administrator's Office 2 Main Street Amherst, NH 03031

Re: Qualifications - Construction Engineering Services for the Mont Vernon Road Bridge Replacement

To Whom It May Concern:

**Greenman-Pedersen, Inc.** (**GPI**) is pleased to introduce ourselves and present our qualifications for construction engineering services for bridge replacement on Mont Vernon Road. GPI has established successful relationships with municipalities in New Hampshire and throughout New England, delivering construction engineering services for federally funded municipally-managed projects. We have also worked continuously for the New Hampshire Department of Transportation (NHDOT) since 2009, providing construction inspection services for various transportation infrastructure improvement projects.

As a multidisciplinary engineering firm, GPI maintains a nationwide roster of 500+ personnel dedicated to construction services, including resident engineers, contract administrators, and construction inspectors. Our construction inspection staff are dedicated to their projects and do not have parallel design responsibilities. resulting in a well-experienced roster that represents owner agencies effectively. Our New Hampshire field staff are based out of our Bedford, NH office. Because of our local presence, we are familiar with the local contractors and suppliers and quickly work through daily construction issues.

GPI currently provides construction phase services on local public agency (LPA), state aid, and federally managed projects in Jackson, Keene, and Nashua, New Hampshire. We were also recently selected to manage a state bridge aid project in Jaffrey, and have an on-call contract for inspection services in Rochester. In addition, GPI has an impressive list of bridge inspection experience for a wide range of projects, including precast, castin-place, and steel construction. GPI is an industry leader in implementing the LPA rules and guidelines for controlling the process to ensure the sponsor's timely reimbursements. Our work is organized and kept accurate by using web-based construction management software.

Although this project is not currently out to bid and schedules can vary, GPI is highlighting **Justin Marr, EIT** as a possible resident engineer for this project. Justin currently serves as the resident engineer for an LPA bridge replacement project for the City of Keene. Justin brings considerable inspection experience with concrete structures on various bridge and structural foundation projects. The resident engineer will be supported by **Timothy Lemire, PE**. the project manager of two ongoing LPA projects and a resident engineer on other LPA projects. Tim resides in nearby Lyndeborough, and is familiar with Amherst and the project location. He has extensive road and bridge construction inspection experience, as reflected in his resume, Justin and Tim are both University of New Hampshire graduates who have worked on numerous NHDOT and LPA contracts.

We thank you for considering GPI for the Mount Vernon Road Bridge Replacement project and look forward to providing quality construction engineering and inspection services in Amherst. If you have any questions or wish to contact me, I can be reached by phone at 603-766-8259 or by email at tletton@gpinet.com.

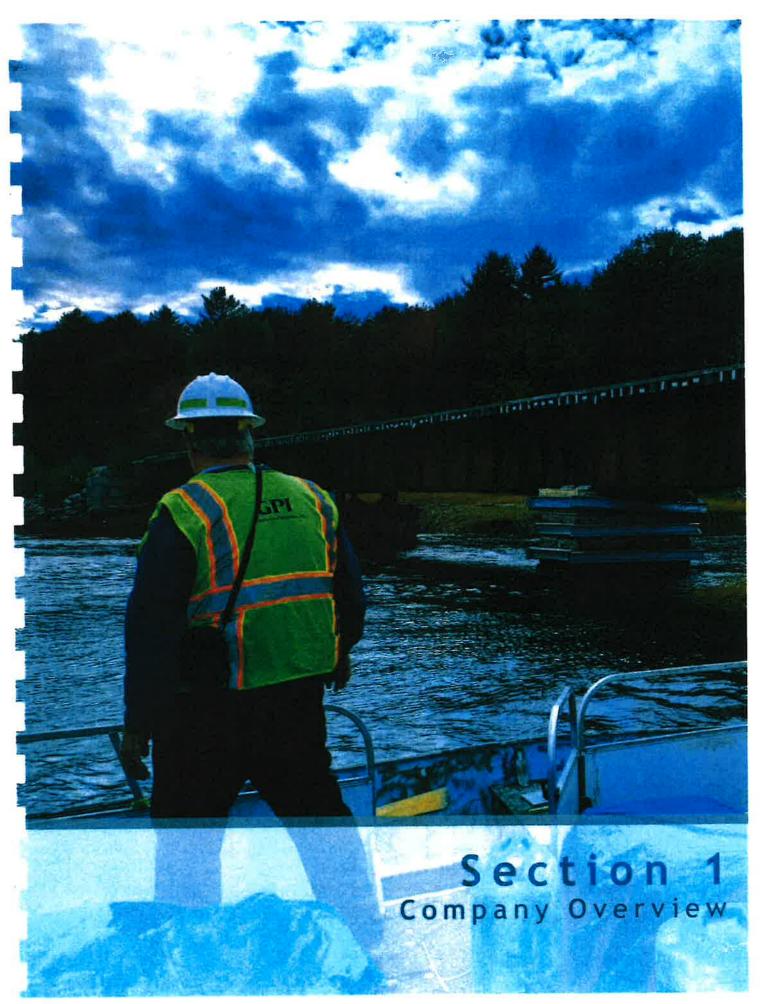
Best Regards,

GREENMAN-PEDERSEN, INC.

Timothy Letton, PE Executive Vice President New England Branch Manager

## TABLE OF CONTENTS

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Project Qualifications	1'



## SECTION 1 COMPANY OVERVIEW

Established in 1966 as a full-service civil engineering and surveying firm, GPI has the experience and staff to fulfill NHDOT's and the Town of Amherst's needs. Construction inspection and material testing services represent approximately 60% of GPI's corporatewide workload, GPI is headquartered in Babylon, New York, and has been registered in the state of New Hampshire for 20 years, with offices in Bedford, Salem, and Portsmouth. The firm has been ranked by the Engineering News Record in the top 70 national design firms in the United States for over a decade and has been providing construction inspection, design, and engineering services to municipal clients for 56 years. The New England Branch has been providing these services for 42 years.



GPI has over 1,700 employees in more than 60 offices nationwide who can be called upon to support the branch. The New England Branch is headquartered in Wilmington, Massachusetts and the work for this project will be completed out of our Bedford, NH office. Our New England Branch retains approximately 150 staff members and has established long and successful relationships providing services to local state, regional, federal, and public agencies throughout New England.

### GPI and Municipalities

GPI is home to an inspection staff of over 80 resident engineers and inspectors in New England. Nearly all of our inspection work in New England is on projects designed by other consultants. GPI fully understands how to successfully collaborate with design engineers and the owners to ensure a smooth, seamless, and respectful environment. This creates a solid quality assurance team presented to the contractor and community we're serving. With our knowledge of the LPA manual, state bridge aid process. and NHDOT specifications. GPI brings a clear and objective perspective to these projects. GPI has been selected for recent LPA and state bridge aid projects for our speciality in executing construction contracts. Our dedicated group of experienced inspectors differentiates us from other design consultants.

#### SERVICES PROVIDED



Construction Management/ Inspection



**Bridge Coatings** 



Survey & Mapping



Transportation Engineering



Structural Engineering



GIS/Asset Management



Planning & Landscape Design



Through our experience working with various municipalities, GPI recognizes the uniqueness and importance of all stakeholders on state and federal projects compared to municipally-funded projects. We approach these projects with strict adherence to the NHDOT LPA manual and often assist the municipality and contractors to remain in compliance. GPI's attention to labor compliance requirements allows for efficient close-out and approval from the Federal Highway Administration (FHWA) on many of these projects. We use our expertise in construction and our LPA training to ensure that construction practices meet the NHDOT specifications and that the process for contractor payment/change orders are in compliance.

With GPI's extensive statewide on-call inspection services for New Hampshire, Maine, and Vermont, combined with our numerous New England municipal aid projects (LPA and non-LPA), we are well experienced and prepared for the needs of this project.

### GPI's Expertise

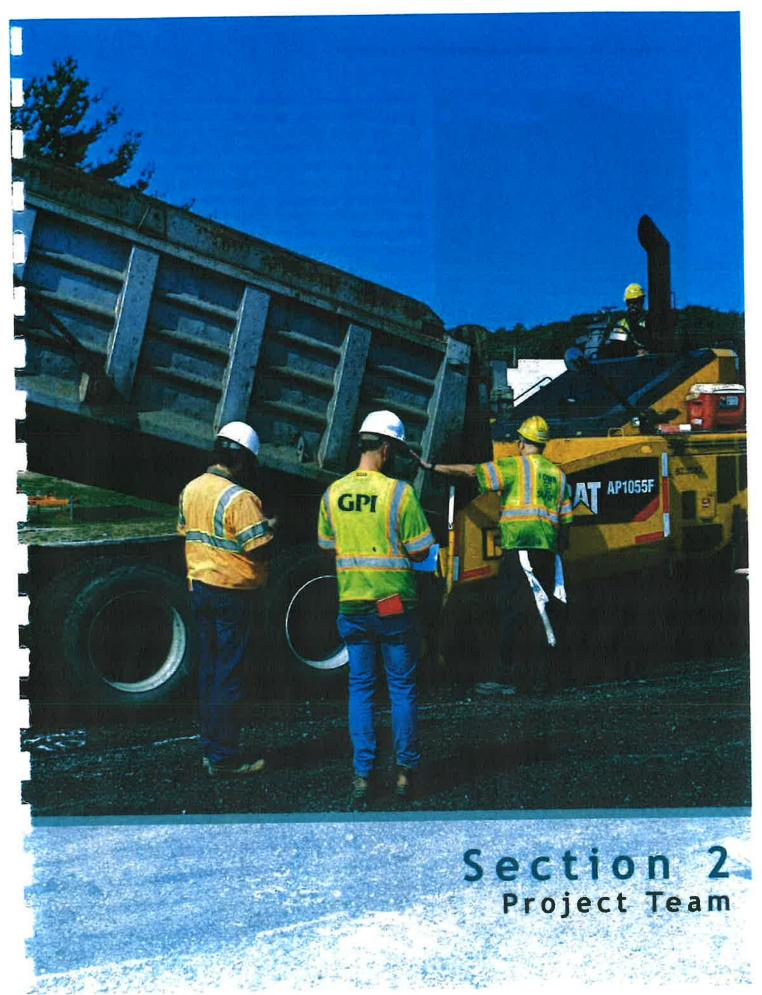
GPI recognizes common issues during construction, and we train and work diligently in avoidance/mitigation efforts. A proactive approach to foreseeing potential problems and working with the contractor early best serves the project and helps alleviate owner risk during construction. Typical issues that we continually monitor during a project include:

- Construction/Public Safety
- Traffic Control
- Quality of Work
- · Environmental Protection

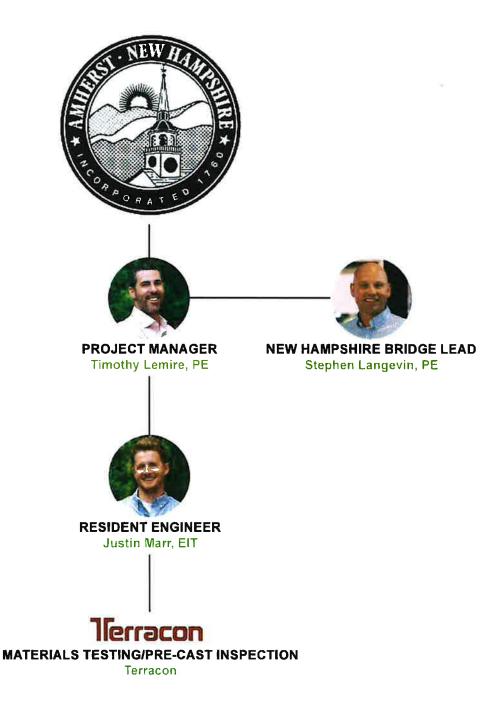
- Regulatory Compliance
- Utility Coordination
- Abutter Concerns
- Schedule Compliance

To ensure success on a project, we prioritize integrity, communication, record keeping, and effective use of experience. GPI repeatedly stresses these points with our staff and demands the same from the contractors.





## **SECTION 2** PROJECT TEAM



### Timothy P. Lemire, PE

Assistant Vice President/Director of Construction Engineering



PROPOSED PROJECT ASSIGNMENT Project Manager

EDUCATION: BS/2006/Civil Engineering

#### **REGISTRATIONS/ CERTIFICATIONS:**

2014/Professional Engineer/NH #14566/ Exp. 4/30/24 2017/SSPC Bridge Coatings Inspector Level 1/Exp. 5/31/25 2015/NHDOT Local Public Agency #1679/ Exp. 12/31/22 2015/NHDOT LPA Labor Compliance/Exp. 6/13/23 2016/ACI Concrete Field Technician Grade 1/Exp. 9/8/21

**YEARS WITH FIRM: 10 TOTAL YEARS' EXPERIENCE: 16** 

#### TRAINING/COURSEWORK:

OHSA Construction Safety 30-Hour NAVFAC Construction Safety 40-HourSSPC Thermal Spray Inspection **Army Corps of Engineers Construction** Quality Management for Contractors National Utility Contractors Association -Excavation Safety -Competent Person -Confined Space Entry NHI/FHWA Pile Driven Foundation Inspection Trained American Society for Healthcare **Engineering Certified** 

#### **Professional Profile**

Tim Lemire, the Director of Construction Engineering at GPI New England, is a civil engineer with over 16 years of experience in construction management and construction quality control/quality assurance inspection. Tim has been both a resident engineer and construction manager or multiple LPA. projects in New Hampshire and Maine. His bridge experience is diverse in various types of stone masonry rehabilitation, structural steel construction, pre-stressed concrete, and precast box culverts. Having worked with multiple municipalities and state agencies. Tim's ability to work with many different design engineers and contractors has added considerable value to any project. Tim's working knowledge of the NH EPA manual provides a system that projects the project spensor's federal reinibursements by working closely with the MHDOT varsons. A significant strength is Tim's ability to develop strong positive relationships with all parties to help deliver a quality project for the owner

#### Project Experience

Winchester Street Reconstruction, Keene, NH; 2022-Present. Project Manager Providing a full-time construction inspection for this 38.6 million LPA project involving the reconstruction of Winchester Street and the replacement of the Island Street bridge in Keene, NH. The project includes full-depth road construction, utility reconstruction, and a 115 span integral abutment steel bridge replacement. As part of the work, all LPA project documentation is being tracked and turned over to the NHDOT upon completion of work. Responsibilities include quality assurance inspection. quantity tracking, monthly pay estimates and daily coordination between contractor and city personnel. Client: City of Keene

Cheshire Rail Trail, Keene, NH; 2021-Present. Project Manager Providing project oversight of the construction of the Cheshire Rail Trail in Keene, a \$450,000 LPA rati trail project. The project includes fulldepth trail construction, as well as roadway drainage, markings, and safety improvements. As part of the work, all LPA project documentation. is being tracked and turned over to the NHDOT upon completion of work. Responsibilities included contract management, change orders, review of contractor submittals, labor compliance, and managing other construction inspection staff. Client: City of Keene

Beaver Street Bridge Rehabilitation, Framingham, MA; 2020-2021. Construction Manager Provided design and construction services relative to the replacement of the Beaver Street bridge. The project replaced the existing culvert that carries Beaver Street over Beaver Dam Brook. The culvert was replaced with a precast concrete box and there were multiple utilities that needed to be accommodated by the new structure and during construction Responsibilities included providing construction inspection services. Client. City of Framingham

Warren Avenue Overpass Bridge Replacement, Portland, ME; 2019-2021. Project Manager Providing construction engineering and inspection services for the estimated 87-week Warren Avenue overpass bridge replacement construction project in Portland ME. The

project includes phased construction, removal of the existing bridges, construction of new concrete decks and steel girder superstructures on new integral abutments, and approach roadway work including paving, guardrail, bridge rail, median barrier, maintenance of traffic, and all other incidentals. Services include providing a full-time resident engineer, certified welding inspector, NACE certified inspector, trained pile driving inspector, materials testing subconsultant, and a qualified field survey crew. Client: Maine Turnpike Authority

Pleasant Street Bridge Rehabilitation, Natick, MA; 2017-2018. Construction Manager. Managed construction activities for rehabilitation of the four-span, dry-laid stone masonry arch. Project included pressure grout repairs under the water line of the Charles River as well as full depth roadway rehabilitation of this historic structure. Responsibilities included resident engineering, protective coatings scheduling and supervision, monthly contractor pay requisition certification, submittal review/approval, change order development, RFI responses, and project close-out. Client: Town of Natick

Acadia National Park, Bar Harbor, ME; 2019-2020. Project Manager. Provided construction management and full-time inspection services for a \$3 million road and stone masonry bridge rehabilitation project on Paradise Hill Road and Hull Cove Road in Acadia National Park. Work included approximately six miles of roadway rehabilitation and safety improvements. One bridge was rehabilitated with deck repairs, new membrane, and sidewalk construction. Responsibilities included technical oversight, contractor pay requisitions, submittal/RFI review, and contract close-out. Client: National Park Service

Statewide Construction Engineering/Inspection Services, NH; 2017-Present. Project Manager. Providing construction engineering, construction inspection, and related services to the NHDOT on various construction projects throughout the state on an on-call basis. Client: NHDOT

Statewide Bridge Painting and Consulting and Inspection Services, NH; 2017-Present. Project Manager. Providing corrosion control inspection, consulting, training, and related services to the NHDOT on various projects. These services are provided on an on-call basis with assignments scattered throughout the state. Client; NHDOT

Nashua Transit Center, Nashua, NH; 2021-2022. Construction Manager. Provided construction administration and resident engineering services for the Nashua Transit Center Retrofit project. This federally funded (FTA) project includes \$1.2 million of full-depth roadway reconstruction with pedestrian plaza and bus platform construction. Project also includes a partial building renovation to provide public and employee restrooms as well as ticketing counter improvements. Client: City of Nashua

Lafayette Road/Middle Street On-Street Bicycle Facilities, Portsmouth, NH; 2018. Construction Manager. Provided construction services for a buffered and protected bicycle lane project along Lafayette Road/Middle Street, This \$300,000 LPA project provided a safe and usable route for bicyclists in concert with the city's complete streets policies and bicycle and pedestrian master plan. Responsibilities included resident engineering and inspection services, labor compliance conformance, submittal and RFI review, and project close-out. Client: City of Portsmouth

Amherst Street Improvements, Nashua, NH; 2016-2017. Resident Engineer. Provided construction administration and inspection services relative to work on Amherst Street and Charron Avenue. Work on this \$1.5 million project includes roadway widening and intersection reconstruction of two roads in Nashua, NH. Responsibilities included weekly utility relocation meetings, review and approval of RFI and shop drawings, participation at weekly site meetings, full-time inspection, and contractor payment: Client: City of Nashua

#### Pre-GPI Project Experience

Slayton Hill Road Reconstruction, Lebanon, NH; 2014-2016. Resident Engineer for \$5.2 million reconstruction project on two miles of municipal roadway destroyed by flood events. This FEMA funded project included full depth reconstruction with upgraded drainage infrastructure, retaining wall structures, and five three sided box culverts. Responsibilities included construction quality assurance, daily quantities, monthly invoice certification, and contract administration on behalf of the owner: Client: City of Lebanon

Pedestrian Safety Improvements Phase II, Bennington, NH; 2016. Resident Engineer on a \$700.000 roadway Local Public Agency (LPA) project. Served as resident engineer for the project that involved one major intersection of full depth reconstruction, as well as drainage upgrades and unique historical features. Responsibilities included construction quality assurance, daily material quantities, monthly invoice certification, payroll compliance verification, and contract administration on behalf of the owner. Client: Town of Bennington

**GPI** Page 2 | Lemire

#### Justin Marr, EIT Construction Inspector



#### **Professional Profile**

Justin Marr is a construction inspector with seven years of experience in quality assurance/quality control inspection for bridge and infrastructure projects, including LPA and federally funded projects. He has gained valuable experience in both the private and public markets for construction across bridge utility roadway building and rail projects in New England Justin has experience in both the development of contract submittal packages and the review of submittals on behalf of the owners. He has also served in the role of resident engineer on multiple bridge replacement projects. Justin received his bachelor's degree in civil engineering from the University of New Hampshire and holds multiple concrete and hot mix asphalt testing certifications...

#### PROPOSED PROJECT ASSIGNMENT: Resident Engineer

#### EDUCATION: BS/2016/Civil Engineering

#### REGISTRATION CERTIFICATIONS:

2017/Engineer-in-Training 2021/NETTCP HMA Paving Inspector #4620/Exp. 3/18/26 3/31/27NETTCP Driven Pile Inspector #4757/Exp. 3/31/27 2021/NHDOT Local Public Agency Certification # 2088/Exp. 6/30/25 LPA Labor Compliance Certification

YEARS WITH FIRM: 3 **TOTAL YEARS' EXPERIENCE: 7** 

TRAINING/COURSEWORK: OSHA 10-Hour Safety Course

#### Project Experience

Winchester Street Reconstruction, Keene, NH; 2022-Present. Resident Engineer Providing a full-time construction inspection for this \$8.6 million LPA project involving the reconstruction of Winchester Street and the replacement of the Island Street bridge in Keene, NH. The project includes full-depth road construction, utility reconstruction, and a 115' span integral abutment steel bridge replacement. As part of the work, all LPA project documentation is being tracked and turned over to the NHDOT upon completion of work. Responsibilities include quality assurance inspection. quantity tracking, monthly pay estimates and daily coordination between contractor and city personnel. Client. City of Keene.

Beaver Street Bridge Rehabilitation, Framingham, MA; 2020-2021. Resident Engineer Provided full-time construction inspection for the replacement of the Beaver Street bridge. This \$1.5 million project replaced the existing culvert that carries Beaver Street over Beaver Dam Brook. The culvert was replaced with an 11' span precast concrete bridge with multiple utilities that passed through the new structure and during construction. Responsibilities included quality assurance inspection, quantity tracking monthly pay estimates and daily coordination between contractor and city officials. Client: City of Framingham

Transit Center Retrofit, Nashua, NH. 2021-2022. Resident Engineer. Provided full-time construction inspection for the transit center project in downtown Nashua. Work included full-depth road reconstruction of two city. streets surrounded the Nashua Transit Center bus terminal behind City Hall. The \$1.2 million federally funded project included major pedestrian improvement with plazas and landscaping features. Other work elements included a interior building renovation. Responsibilities included quality assurance inspection, quantity tracking, monthly pay estimates and daily coordination between contractor and city personnel. Client: City of Nashua.

Cabot Yard Quality Control Inspection, Boston, MA; 2020-2021. Construction Inspector Provided supplemental quality control inspection services on this \$216 million improvement project to Cabot Yard, which



is occupied by MBTA Red Line vehicle maintenance and inspection buildings, including tracks with third rail power. The project involved roadway construction, drainage improvements, rail installation and relocation, bridge and vertical structures, and track and signal electrical powers. Client: The Lane Construction Corporation

41703 Concord - Hopkinton Bundle 3, Concord & Hopkinton, NH; 2021. Coatings Trainee. Received on-site coatings inspection training under a GPI senior inspector on this \$1.4 million six bridge cleaning and painting contract. Work includes blast cleaning inspections and application of a three coat paint system, and hazardous waste tracking and storage as well as traffic control along I-89. Client: NHDOT

Eversource Reliability Project, Needham, MA; 2020-2021. Construction Inspector. As part of an on-call inspection services contract with the Town of Needham, provided daily inspection services for the Eversource utility relocation/ upgrade operations project Work included providing an inspector and preparation of daily inspection reports and weekly construction summaries for the Needham Department of Public Works. Client: Town of Needham

#### Pre-GPI Experience

inTerra Innovation, North Reading, MA; 2016-2020.

#### Quality Control Assistant Manager; 2018-2020.

- Reviewed construction plans and developed official submittals for contractors/MassDOT representatives, adhering to state and municipal specifications/regulations.
- Conducted and managed quality control activities as requested by the vice president,
- Took full command of all QC activities to ensure concrete mixers are ready to pour required mix design as required.
- Strengthened leadership and time management skills.
- Helped develop mix designs for different cement-based products for a wide range of construction applications across New England.
- In charge off all MassDOT project reporting & MassDOT annual approval process for six concrete mixers.
- Served as liaison between customer for any questions related to concrete mix design.

#### Project Engineer; 2017-2020.

- Worked closely with project PE on specialty grout job logistics/takeoffs.
- Developed project management skills/mindset.
- Served as on-site field technician for all MassDOT contracts.
- Effectively communicated with foreman while supervising concrete pours.

#### Quality Control Technician: 2016-2017.

- Performed on-site fresh mix concrete testing and sampling according to ASTM standards.
- Tested concrete cylinders for compressive strength in laboratory.
- Completed weekly sieve analyses on all different sands/stones in aggregate yard.
- Gained foundation of knowledge about the concrete construction industry.

### Stephen Langevin, PE Project Manager



#### **Professional Profile**

Steve Langevin has over 20 years of experience in bridge design and over 30 years of experience in the civil engineering field. His background includes the design of steel and precast concrete bridge projects across New Hampshire. Massachusetts, Maine, and Rhode Island. The projects have involved both rehabilitation and replacement bridges. Replacement bridge experience includes vehicular bridges for NHDOT and MassDOT. New bridges have also included pedestrian bridges for MassDOT and the City of Lowell. Rehabilitation experience includes design and construction services for NHDOT and NH state bridge aid services for the Town of Jackson. Steve also has experience performing inspections and ratings for numerous railroad and highway bridges in Massachusetts.

#### PROPOSED PROJECT ASSIGNMENT. New Hampshire Bridge Lead

#### EDUCATION: BS/2001/Civil Engineering

#### **REGISTRATIONS:**

2006/Professional Engineer/NH #11933 2010/Professional Engineer/MA #48513 2018/Professional Engineer/ME #15747

#### **CERTIFICATIONS:**

FHMA-Ni-H-130053 Bridge Inspection Refresher Training/2021 FHMA Certification for Inspection of Fracture Critical Steel Bridges/2009 FHWA Certification for Safety Inspection of In-Service Bridges/1993

YEARS WITH FIRM: 10 TOTAL YEARS' EXPERIENCE: 30

PROFESSIONAL AFFILIATIONS: Structural Engineers of New Hampshire

#### **Project Experience**

Valley Cross Road Bridge Rehabilitation, Jackson, NH; 2018-Present. Project Manager Providing design services for the rehabilitation of the municipal red-listed bridge carrying Valley Cross Road over Wildcat Brook in the Town of Jackson. The primary goal of this project is to remove the bridge from the State Red List as a municipally managed state bridge and program project. The solution is a beam bridge that is supported on the existing abutments with wingwall replacements. The new superstructure includes a concrete deck and incorporates bridge railing, sidewalk, and curbs. The 1905 historical trusses previously attached to the bridge will be removed, refurbished, and reattached to the new bridge superstructure. The existing pedestrian railing will be replaced with similar railing meeting safety requirements. Responsibilities include project management and reviewing structural design, plan production, specifications for the bridge bid support, and construction services. Client: Town of Jackson

Route 4 Culvert Study, Enfield, NH; 2020-Present. Project Manager. This was a study for NHDOT that has developed into a bridge project that will be taken through to type, size, and location (TS&L) phase. For the study, provided an evaluation of alternatives to replace an open-bottom culvert in poor condition conveying the Huntoon Brook under US-4. The assessment culminated in an evaluation report that included bridge design alternatives; highway approach design alternatives; temporary traffic control analysis with detour diversion, and alternating one-way traffic options evaluated; environmental considerations; and construction cost estimates of the alternatives. The separate hydrologic and hydraulic report documented existing conditions and evaluated culvert replacement options. For the TS&L phase, structural alternatives will be evaluated and presented to NHDOT with a recommended alternative. Close coordination with NHDOT is required as they advance the highway portion of this project. Responsibilities included management of the culvert types. geometry, and estimates as well as the writing the structural portion of the report including recommendations. Client, NHDOT

Route 302 & NH Route 10 over I-93 Bridge Rehabilitation, Littleton, NH; 2019-2020. Project Manager Provided design and construction services relative to the preservation and maintenance of the Bridge.

No. 187/065 that carries US Route 302 & NH Route 10 over I-93 in Littleton NH. The primary goal of this project was to

maximize the service life and minimize the life cycle costs of the bridge to remain efficiently in service in the transportation network. The bridge is a steel beam/concrete deck three-span superstructure supported by concrete abutments and piers. The bridge preservation included strip seal expansion joint replacements at the abutments, partial depth deck and substructure repairs, removal/reconstruction of backwall and stubwall construction, replacement of membrane, and pavement. Responsibilities included project management and reviewing structural design, plan production, estimate, and specifications for the bridge. Also responsible for managing construction services review of shop drawing submittals and responses to requests for information from the contractor. Client: NHDOT

I-293 & NH 101 Bridge Rehabilitation, Bedford-Manchester, NH; 2016-2020. Project Manager. Provided engineering design and construction services for the rehabilitation of the red-listed eastbound and westbound bridges carrying I-293 over the Merrimack River between Bedford and Manchester, NH. The seven-span steel plate girder bridges are 918-feet long and comprised of 84-inch deep steel plate girders supported by reinforced concrete piers that are up to 50-feet tall. Completed a bridge inspection and evaluated and tested the steel bridge coatings to determine the need for investment that resulted in a recommendation report. Rehabilitation primarily involved replacement of the failed modular bridge joints and repair of deteriorated superstructure and substructure concrete. Responsibilities included managing and reviewing structural design, plan production, quantity estimates, specifications, and construction services support for the bridges. Client: NHDOT

Route 16 Bridge over Ellis River, Jackson, NH; 2015-2020. Lead Structural Engineer. Provided design and construction services for the rehabilitation of the red-listed bridge (Br. No. 144/056) carrying NH Route 16 over the Ellis River in Jackson. The primary goal of this project was to remove the bridge from the State Red List. The existing bridge is a twospan concrete arch. Rehabilitation included concrete repairs, sidewalk removal to provide travel way shoulders, and traffic control during staged construction. The project study involved bridge inspection, material testing, and submission of a study report with recommendations. The bridge had to remain open during construction since the detour length was 76 miles around Mount Washington. Responsibilities included managing and reviewing structural design, plan production, quantity estimates, specifications, and construction services support for the bridge. Client: NHDOT

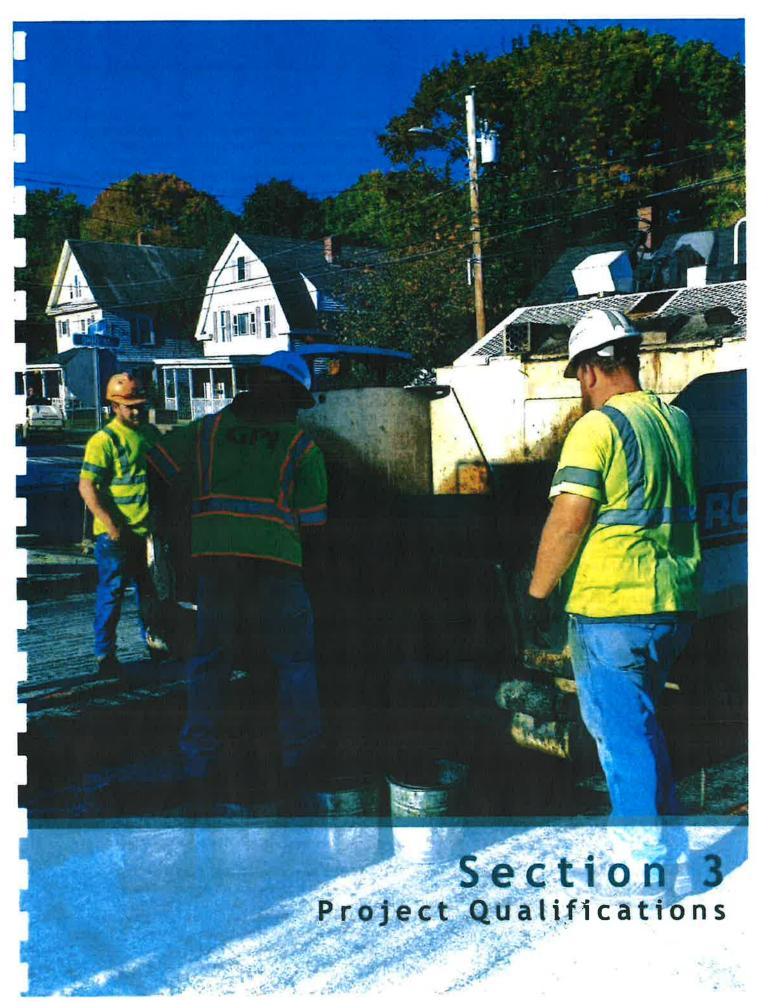
Riverwalk Design, Lowell, MA; 2016-Present, Project Manager. Providing the structural analysis, design, plan details. specifications, and construction estimate for the Riverwalk project in Lowell. The project includes a pedestrian ramp at Mass Mills Reach, a cantilevered walkway around the end of the Boiler Building, and a pedestrian bridge spanning the canal walls of the Concord River between Mass Mills and the Lowell Memorial Auditorium. Also supporting the bid phase by answering contractor structural questions. Construction services include reviewing shop drawings, procedures, and requests for information. Also providing an engineering report for damage to the Concord River. The report includes assessments of the wall, immediate and short-term repair recommendations, drawings, a construction cost estimate, specifications, and construction services. Responsibilities include project management, structural design and plans review, specifications, and construction services. Client: IBI Placemaking

On-Call Bridge Ratings, Statewide, MA; 2012-Present. Structural Engineer. As part of several on-call assignments with MassDOT, responsible for performing bridge ratings on various MassDOT and municipally-owned structures throughout Massachusetts to determine their load capacity. Typical bridge rating activities include plan and document research, field verification of existing bridge condition and configurations, calculations utilizing the VIRTIS software, report preparation, and development of recommendations. The range of structures involves continuous steel plate girders, prestressed concrete bridges, reinforced concrete slabs, curved bridge alignments, and simple span structures. Client: MassDOT

High/Hanover Parking Facility, Portsmouth, NH; 2013. Structural Engineer. Provided design services for the replacement of stair treads, risers, and landings from base level to second level landing for the Fleet Street and High Street stair towers. A repair procedure was developed for the Ladd Street stair tower stair treads and nosings. In addition, repair details were made for a door lintel repair at the Fleet Street stair tower. Responsibilities consisted of inspection, providing structural plans and specifications, coordination with the client, and construction support. Client: City of Portsmouth

Rockingham Park/Tuscan Village Redevelopment, TS&L Report, Salem, NH; 2017-2021. Lead Structural Engineer. As part of the preparation of the traffic impact & access study for all three phases of the 170-acre mixed-use development, produced the type, size, and location (TS&L) report of the Salem Rail Trail over Rockingham Park Boulevard for submission to NHDOT. The TS&L report consisted of various structure types and geometry with photos and a construction cost estimate. Responsibilities included writing the report and managing the preliminary design, geometric layout, report production, and estimate. Client: Joseph Faro/Trident Project Advisors & Development Group

**GPI** Page 2 | Langevin



#### **SECTION 3**

## PROJECT QUALIFICATIONS



## Understanding the Project

As construction experts, GPI brings a balanced and objective review of the project plans and specifications as we continuously work with drawings from numerous other consultants, including many bridge projects. In doing so, we can develop an understanding of potential challenges that the contractor may expect on the project. GPI's goal is to approach each project as unique and establish our approach according to the needs. In our role in the construction phase of projects, we want to provide the best value with actual construction professionals on the team.

In our review of this project, it's clear that appropriate water diversion and deep excavation will be challenging for the contractor at this location. Careful pre-job planning will help with all parties having a clear understanding of the work plan. With residential homes in proximity, working diligently to keep abutters informed of potential impacts over the construction period will be important to the public perception. This also creates a challenge for the contractor to have the space for a laydown yard needed for a bridge replacement project. It will be important to ensure the existing road is not further damaged, or private property encroached upon.

GPI also recognizes the attention to detail that is necessary on bridge projects where pre-cast concrete members are designed to be installed on cast-in-place concrete foundations. This will take careful coordination during the shop drawing phase to ensure the contractor is developing a solid plan to meet the project objectives without rework.

Although this project's primary focus and objective is the bridge replacement, the roadway portion also entails a redesign with a significant superelevated section, which quickly ties into existing roadway surfaces on each end of the project. Careful planning to achieve the desired cross slope while adapting to the existing tie-ins is a task that should not be overlooked. Generally, the contractor's instincts will be to grade the bridge correctly and 'make the roadway work.' GPI will be heavily involved in the fine-grading process to ensure the design is implemented correctly.

### Project Management & Coordination

Effective communication throughout the project is essential for stakeholders to conclude the project is successful. GPI will host and facilitate a kick-off meeting for the owner's team, a preconstruction conference, progress meetings, project walk-throughs, and a final inspection. All the sessions will be documented and recorded in the project file. The resident engineer (RE) will facilitate professional and respectful dialogue with the contractor, keep the town and NHDOT informed, and avail themselves to all stakeholders to discuss the project.

The town staff will not need to call the RE for updates. We expect our staff to keep the town informed regularly and make that a company commitment—no surprises.

## Ambassador for the Town

GPI understands we act as agents for the town and pledge to be good ambassadors. Every effort will be made to represent the town well. The team will maintain open and professional communication with abutting property owners and the public at large. We understand that construction can be disruptive and that some people dislike change. We also know that how we interact with our stakeholders makes a difference in how the project will

be perceived. At GPI, it is our people that make the difference. Our employees are trained to be prepared and well-versed in the terms of the contract and the processes to follow. Our engineers and inspectors take great pride in being well-prepared for the task at hand. Our commitment to quality is second to none. Our approach is simple: provide the client with the best people in the business, execute a project plan that meets the project requirements, maintain a total commitment to quality in every respect, and foster outstanding communication and relationships. We are proud to offer our clients exceptional value.



#### Construction Observation

GPI does not perform construction 'observation' but rather true and professional construction inspection. Many firms do not have a dedicated construction group like GPI and instead send design engineers to 'observe' construction. For GPI, our inspection group is career focused on the construction phase and being experts at doing this job. We believe that inspection is maintaining an interactive presence on the project that proactively works with all parties to ensure appropriate quality, communication, and standards are achieved at all times. The RE will maintain a presence on-site when the contractor is working to ensure the work is performed per the contract documents, verify the safety of the traveling public, and monitor compliance with environmental best practices. The RE is prepared to halt operations if the work is substandard, the public's safety is jeopardized, or environmental resources are endangered. In addition, the RE's role includes maintaining an open dialogue with the contractor to avoid surprises, upholding the contract requirements but not directing the contractor's operations exercising their authority under the contract and working collaboratively with the owner or contractor to find solutions to keep the best interests of the project and the town in mind.

#### Construction Administration

GPI will manage the contractor's submittals and work with the design engineer to ensure that the correct materials and shop drawings are in place. Additionally, GPI will confirm that all off-site activities follow the NHDOT approval process. The town will be kept apprised of the contractor's progress. GPI will facilitate the request for information (RFI) process and keep track of design changes through the record plans process. The town can rely on GPI to assist in coordinating necessary submittals with the design engineer for review. As construction can bring about some disagreements and issues, GPI's construction management level is experienced to facilitate a strong but fair conversation on behalf of the town





### Federal Aid Compliance

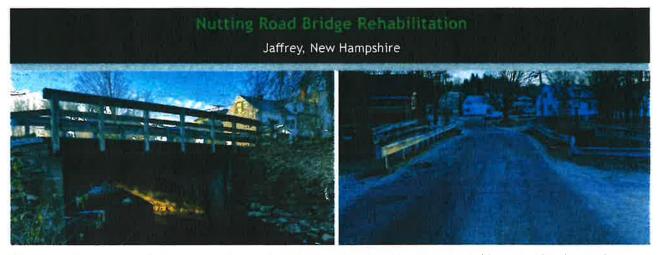
The work will be documented in accordance with all policies and procedures and made available to project stakeholders through a web-based platform such as Doc Express®. GPI will manage the change order process and issue the certificate of acceptance. The final project records will be delivered to the town upon completion and acceptance of the project. GPI will use Doc Express® as the document management tool or project record for this assignment, GPI uses this process to maintain a consistent method with how contractors do business on NHDOT projects. It is used for the submittal and archive of all project records, including construction and fabrication drawings, RFIs, change orders, contract documents, material certifications, payrolls, and other supporting documentation. Team members are issued a password-protected log-in and given access only to the document folders required based on their role in the project. With this tool. the town and NHDOT can remotely perform random reviews to ensure the process is followed and the documents are in order. GPI believes this fully transparent and electronic project folder is the best approach for meeting expectations. Similarly, we will use the Appia® application to capture the daily work reports, pay items, quantities, equipment, personnel, and the weather, and to generate the monthly estimates documenting the work eligible for payment to the contractor. Appia® is a cloud-based application that provides team members with transparency and oversight.

By utilizing Appia® and Doc Express®, GPI can continue our good standing in LPA and labor compliance audits, further ensuring quality and documentation compliance throughout the project. This unique approach to LPA projects controls the project documentation and verifies all required forms are submitted and reviewed by the RE prior to issuing the monthly pay estimates. This builds project close-out incrementally throughout the project.

## Material Testing Coordination

The RE will ensure that materials incorporated in the project are certified or come from the approved products list and that all materials are properly sampled and tested according to the NHDOT Quality Assurance Program for Municipally Managed Federal-Aid Projects. Buy America Act requirements will be strictly enforced. Testing frequencies and results will validate whether a material meets the specification requirements or if that material must be removed from the project. GPI plans to subcontract the sampling and testing to Terracon as a subconsultant to perform these duties. As Terracon currently performs field and shop testing for the NHDOT. they're well prepared for this assignment.

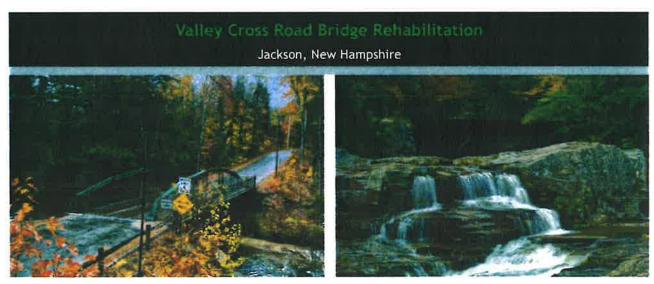
## PROJECT EXAMPLES



GPI was selected to perform construction engineering services on this upcoming bridge rehabilitation project in Jaffrey, New Hampshire. This estimated \$1 million State Bridge Aid project includes rehabilitation of the 52-foot stone arch bridge carrying two travel lanes of Nutting Road over the Contoocook River. The project will include block masonry repairs, earth abutment construction, and a new concrete deck surface to be constructed GPI will provide a resident engineer with support services for this project.

Completion: On-going Client: Town of Jaffrey

Contact: Todd Croteau, Superintendent of Highways. 603-532-6521. tcroteau@townofjaffrey.com



GPI is providing design and construction phase services for this on-going project that involves the rehabilitation of the deteriorated, red-listed bridge that carries two travel lanes of Valley Cross Road over Wildcat Brook in the Town of Jackson, New Hampshire. The primary goal of this \$1 million project is to remove the bridge from the Municipal State Red List as a Municipally Managed State Bridge Aid Program Project. The bridge will maintain the existing pony truss features with a 71-foot span steel girders being the structural element.

Completion: On-going Client: Town of Jackson

Contact: Julie Atwell, Town Administrator, 603-383-4223 x101, townadmin@jackson-nh.org

### STP MM18(3) - Kimball & Marshall Avenue Bridge Replacement

South Burlington-Williston, Vermont





GPI provided professional engineering services as the prime consultant responsible for contract management and construction inspection for the reconstruction of the 2-lane, 36ft precast concrete arch bridge over Muddy Brook at the town line where Kimball Avenue in the City of South Burlington transitions to Marshal Avenue in the Town of Williston, Vermont. Work performed under this \$2.9 million Municipal Assistance Bureau project (Vermont LPA equivalent) included the replacement of a temporary bridge with a buried culvert structure, new pavement, a new subbase, utilities, guardrail, signs, pavement markings, and a shared-use path. The city awarded GPI the contract through the VTrans At-The-Ready process, where the city can select the most qualified firm from a list of consultants already under contract with VTrans. This process allows municipalities to procure consultant services without a protracted RFP process and still comply with federal contracting requirements. The process is gaining in popularity, and more communities are finding this to be a streamlined approach.

Completion: 2022

Client: City of South Burlington

Contact: Tom DiPietro, Director of Public Works, 802-658-7961. tdepietro@sburl.com

## Winchester Street Reconstruction & Island Street Bridge Replacement

Keene, New Hampshire

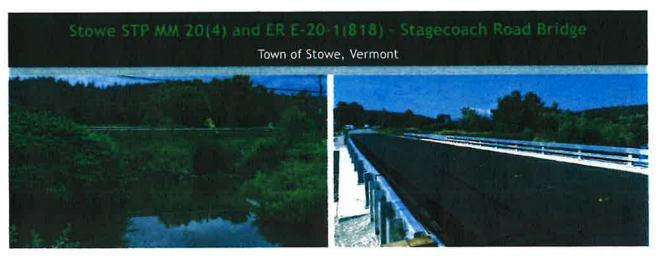




GPI is providing full-time resident engineer and construction inspector services for this \$8.6 million road and bridge reconstruction project. This LPA project for Winchester Street includes full-depth reclaim and road box construction with full drainage and utility upgrades. The bridge replacement includes removal of a temporary structure and replacement with a two lane 115-foot span integral abutment steel bridge over the Ashuelot River. As an LPA project, all project documentation is being tracked and turned over to the NHDOT upon completion of work. Responsibilities include tracking various pay accounts on monthly pay estimates, quantity tracking, change order negotiation, and construction coordination.

Completion: On-going Client: City of Keene

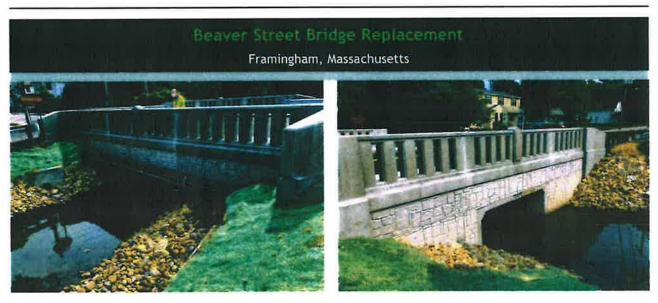
Contact: Donald Lussier, PE, City Engineer, 603-757-0682, dlussier@ci.keene.nh.us



GPI provided professional engineering services as the prime consultant responsible for contract management and construction inspection during the \$1.14 million construction of a new, 2-lane, 53.3 ft bridge on Stagecoach Road, TH 4, approximately 0.45 miles north of Pucker Street, and extending northerly for 0.07 miles. The project included replacing culverts with integral abutments and prestressed concrete Next Beams, including reconstruction of the roadway approaches for the Stagecoach Road Bridge over Moss Glen Brook. The town awarded GPI the contract through the VTrans At-The-Ready process

Completion: 2021 Client: Town of Stowe

Contact: Harry Shepard III. Public Works Director, 802-253-9770. hshepard@stowevt.gov



GPI provided construction engineering services for the replacement of the culvert carrying Beaver Street over Beaver Dam Brook in the City of Framingham, Massachusetts. This \$1.5 million project was partially funded by a MassDOT small bridge grant program. The existing bridge was removed and replaced with a two lane 11-foot span box culvert bridge. The project included utility reconstruction and full water diversion of the Beaver Dam Brook. Mitigation of contaminated soil was also a major component of this project and separation of materials to treat impacted soil appropriately

Completion 2020

Client: City of Framingham

Contact: Matthew Hayes, PE, Senior Project Manager, 508-532-6094. mjh@framinghamma.gov

### Terracon Overview

#### Geotechnical

Design and construction of reliable foundations and infrastructure require a thorough understanding of soil, rock, and groundwater conditions. Through Terracon's nationwide network of geotechnical professionals, access to historical subsurface exploration data from hundreds of thousands of locations across the country, and GIS-enabled geology mapping, we can accurately anticipate ground conditions and develop a customized work plan to explore and evaluate a site. Our innovative technologies and collaborative approach allow us to provide practical design recommendations. Terracon's Geotechnical services include:

- Stage1 Site Conditions
- Site Characterization (Subsurface) Exploration, In-Situ Testing, and Geophysics)
- Geotechnical Engineering and Rock Mechanics

- Laboratory Testing
- Geostructural Design and Instrumentation
- Pavement Management
- Collaborative Reporting/Decision Making
- Engineering Consultation **During Construction**

#### **Materials**

Proper selection, quality, workmanship, and performance of construction materials play a vital role in ensuring that today's buildings and infrastructure perform adequately over long time periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials related problems and failures when they do occur.

- Construction Quality Assurance/ **Quality Control**
- Construction/Special Inspection
- Materials Engineering

- Field and Laboratory Testing and Analysis
- Construction Observation and Monitoring
- Pavement Consulting and Engineering
- Structural Steel and Nondestructive Testing

### **Terracon Overview**



#### TERRACON SERVICES

#### **Environmental**

Negotiating the complexities of environmental issues can be challenging and time consuming. Terracon relies upon demonstrated experience and knowledge of local conditions and regulations to deliver solutions that are timely, practical, and make good business sense.

- Due Diligence + Transactional Support
- Site Investigation & Closure
- Remediation Design & Implementation
- Brownfields + Site Redevelopment
- Asbestos & Industrial Hygiene Consulting
- Disaster Response
- **Environmental Planning & Permitting**
- Landscape Architecture, Planning & Design
- Regulatory Compliance
- Solid Waste Planning & Design

#### **Facilities**

Facility owners, managers, and investors face many technical and financial performance challenges when it comes to achieving a maximum return on their building investments. Terracon serves as a valuable partner to restore, enhance, and increase your building performance, reducing potential risks and liabilities. Terracon's licensed architects and engineers provide the following Facilities services:

- **Building Enclosure Consulting and Testing**
- Structural and Materials Consulting
- Mechanical, Electrical, Plumbing (MEP)/Energy Consulting
- Commissioning/Retro-Commissioning
- Facility Asset Management Consulting
- Property Condition Assessments
- Construction Consulting Services (CCS)
- ADA and Accessibility Consulting
- Aquatics Design and Engineering

### Terracon Overview

#### Geotechnical

Design and construction of reliable foundations and infrastructure require a thorough understanding of soil, rock, and groundwater conditions. Through Terracon's nationwide network of geotechnical professionals, access to historical subsurface exploration data from hundreds of thousands of locations across the country, and GIS-enabled geology mapping, we can accurately anticipate ground conditions and develop a customized work plan to explore and evaluate a site. Our innovative technologies and collaborative approach allow us to provide practical design recommendations. Terracon's Geotechnical services include:

- Stage1 Site Conditions
- Site Characterization (Subsurface) Exploration, In-Situ Testing, and Geophysics)
- Geotechnical Engineering and **Rock Mechanics**

- Laboratory Testing
- Geostructural Design and Instrumentation
- Pavement Management
- Collaborative Reporting/Decision Making
- Engineering Consultation **During Construction**

#### **Materials**

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- Construction/Special Inspection
- Materials Engineering

- Field and Laboratory Testing and Analysis
- Construction Observation and Monitoring
- Pavement Consulting and Engineering
- Structural Steel and Nondestructive Testing

## ADDITIONAL REFERENCES

In addition to the references provided for each of the previous projects, please feel free to reach out to these relevant contacts.

Hannah Tyler **DPW Director** Town of Hartford, VT 802-369-9269 htyler@hartford-vt.org

GPI is currently providing resident engineering and inspection services on a \$6.5M LPA project. Project consists of the construction of two roundabouts in a high-traffic commercial setting. GPI Project Manager: David Hoyne, PE

Don Lussier, PE City Engineer City of Keene, NH 603-352-6550 dlussier@keenenh.gov

GPI is currently providing resident engineering and inspection services on two LPA projects, including both pedestrian trail and bridge contracts. GPI Project Manager: Timothy Lemire, PE

Ted Kitsis, PE Administrator - Bureau of Construction New Hampshire Department of Transportation 603-271-1584 ted kitsis@dot.nh gov

GPI has provided on-call construction inspection & engineering for the NHDOT Bureau of Construction continually since 2009. Projects range from bridge and roadway inspection to paving and environmental inspection. GPI has performed schedule review services, office engineering, UAS, and protective coatings inspection. GPI Project Manager: Timothy Lemire, PE

Jeremiah Bartlett Transportation System Engineer City of Portland, ME 207-874-8891 jbartlett@portlandmaine.gov

GPI provided resident engineering and inspection services for the Congress Square project and the Congress Street/Washington Avenue Sidewalks project. GPI Project Manager: Timothy Lemire, PE

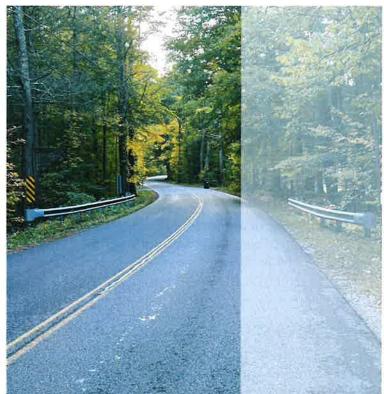
Camille Correa Administrator, Nashua Transit Administration City of Nashua, NH 828-448-9921 correac@nashuanh.gov

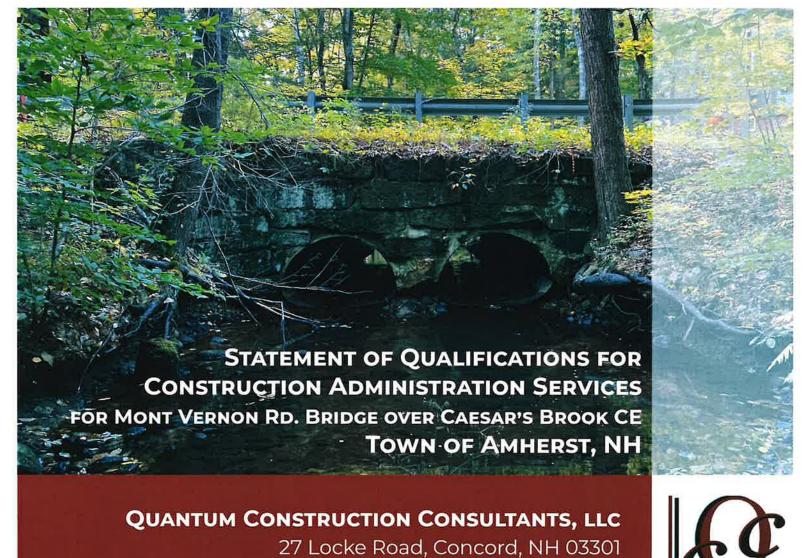
GPI is currently providing resident engineering and inspection services on a downtown federally funded road and pedestrian improvement project. GPI Project Manager: Timothy Lemire, AICP

Eric Eby, PE City Engineer City of Portsmouth, NH 603-766-1415 ebeby@cityofportsmouth.com

GPI provided resident engineering and inspection services on an urban LPA bike lane shared-use project, Project consisted of drainage improvements, hand paving and delineating bike lanes from Downtown Portsmouth to Portsmouth High School. GPI Project Manager: Joseph Johnson, PE







603-224-0859



December 1, 2022

Town of Amherst Attn: Town Administrator's Office 2 Main Street Amherst, NH 03031

SUBJECT: Construction Administration Services for Mont Vernon Road Bridge Over

Ceasars Brook CE (NHDOT Bridge No. 112/071, NHDOT Project No. 40654)

Statement of Qualifications

#### Dear Town of Amherst:

Quantum Construction Consultants, LLC (QCC) is very interested in providing construction administration services to the Town of Amherst (Town) for the Mont Vernon Road Bridge over Ceasars Brook CE project. QCC is a well established engineering firm that specializes in providing construction administration, design, and permitting services to municipalities utilizing New Hampshire Department of Transportation (NHDOT) State Bridge Aid (SBA) funding and many federal funding agencies. In response to the Town's solicitation, QCC is pleased to offer this Statement of Qualifications. We cherish our clients and look forward to demonstrating how we will deliver timely and exceptional construction administration services for this important infrastructure project.

QCC's experience and resources empower us to serve municipalities and understand thoroughly how to partner with communities to deliver successful SBA construction projects and be sensitive to financial constraints. We have extensive experience with municipal, state, and federally funded projects and coordination with the NHDOT.

QCC is committed to providing the Town with a successful construction project. Our Team is led by Anna Giraldi, PE, Project Manager/Construction Engineer of Record, who has over 25 years of bridge design and construction administration experience. Richard Wolf, Jr., also with over 25 years of experience, manages construction administration and administration of QCC projects and James Bouchard, Senior Project Manager,

has over 40 years experience in the civil, transportation, and environmental disciplines. All QCC technical staff members that would be assigned to this project are NHDOT Local Public Agency (LPA) certified and understand the LPA Manual requirements to implement the project.

We have a long-standing professional relationship with S.W. Cole Engineering, Inc. for geotechnical and materials testing services and Fieldstone Land Consultants, PLLC for survey and environmental services.

We are a highly qualified and responsive Team who is committed to achieve the expected project outcome and deliver it as the construction schedule requires. We will work with the Town to develop construction administration services that fully support the requirements of NHDOT and the project. Our Team is proud to live and work in the Granite State and welcomes opportunities to help keep our communities running strong.

We appreciate the opportunity to present these qualifications and are excited about the possibility to assist the Town with this project. If you have any questions, please do not hesitate to contact our office at (603) 224-0859.

Sincerely,

QUANTUM CONSTRUCTION CONSULTANTS, LLC

Anna Giraldi, PE

duma lipaldi

Project Manager/Construction Engineer of Record



If you are good at building bridges, you will never fall into the abyss!"

-Mehmet Murat Ildan

## **TABLE OF CONTENTS**

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## **COMPANY OVERVIEW**

QUANTUM CONSTRUCTION CONSULTANTS, LLC PRIDES ITSELF ON A STRONG REPUTATION FOR PRAGMATIC AND INNOVATIVE SOLUTIONS FOUNDED ON SOUND ENGINEERING PRINCIPLES.

Quantum Construction Consultants, LLC (QCC) is a well established firm specializing in the infrastructure needs of municipalities. Located in Concord, NH, where all personnel are based, QCC has provided construction administration, civil and structural engineering services to municipal, state and private clients throughout New England since 1999.

In addition to comprehensive construction administration services, QCC is recognized for providing quality engineering services including structural, bridge, site and roadway infrastructure design, hydrologic and hydraulic analyses, drainage design, civil support services, and environmental permitting.

Our cross-trained staff empowers the QCC Team as a whole to develop strong working relationships with municipalities, subconsultants, and design review agencies, permitting authorities, and funding agencies while delivering high quality service on a diverse array of projects. QCC's key technical staff members are experienced in streamlining projects funded through a variety of means, including agencies such as the NHDOT, through the State Bridge Aid (SBA) and Municipal Owned Bipartisan Infrastructure Law (MOBIL) funding programs, Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA).

All QCC technical staff members who would be assigned to this project are LPA certified. The LPA process provides the benefits of ensuring that the local project sponsor develops a project meeting its needs, that is within budget, and remains on schedule. When specifically referencing construction, the LPA Manual clearly lays out the expectations and requirements for the construction phase of the project in regards to oversight and inspection. These requirements are followed and fully adhered to by our Team.

CONSTRUCTION ADMINISTRATION

BRIDGE DESIGN

ROADWAY DESIGN

REHABILITATION OF HISTORICAL STRUCTURES

PLANNING BOARD REVIEW SERVICES

ENVIRONMENTAL PERMITTING

CIVIL & SITE DESIGN

DRAINAGE & HYDRAULIC ANALYSES

# QCC'S CORPORATE VALUES

- Ethical Business Standards & Practices
- Innovative, Cost-Effective
   Solutions
- Quality Design & Performance
- Win-Win Approach with Towns, Employees & Agencies
- TIMELY DELIVERABLES

## PROJECT TEAM

Quantum Construction Consultants, LLC (QCC) has a long-standing professional relationship with the staff of S.W. Cole Engineering, Inc. (SWC) and Fieldstone Land Consultants, PLLC (FLC). Our Team has successfully partnered together with their staff on dozens of construction administration, design and permitting projects with varying scopes and has been able to consistently deliver quality services on time and on budget. The trust and open lines of communication we have developed through our long-standing professional relationships help us to identify potential issues

ahead of time and make sound decisions to resolve them quickly. QCC proposes to utilize the following highly qualified team members:

## QUANTUM CONSTRUCTION CONSULTANTS, LLC OF CONCORD, NH

QCC will be the prime consultant responsible for construction administration, project management and direct coordination for assignments and work efforts for this project. Since 2003, QCC has performed construction administration, inspection services and the design of numerous municipal bridge projects funded under the NHDOT Municipally-Managed State Bridge Aid Program and completed multiple NH Department of Administrative Services, Division of Public Works Design & Construction (DPW) Statewide Agreement contracts providing construction administration and inspection services. All QCC technical staff are NHDOT LPA Certified.

## S.W. COLE ENGINEERING, INC. OF SOMERSWORTH, NH

SWC will perform subsurface investigations and geotechnical engineering services, if required. They also will undertake materials testing services during construction, including laboratory tests and field services for soil foundations, concrete construction, steel fabrication, and Hot Mix Asphalt (HMA) and precast concrete plant inspections, if applicable. QCC has worked with SWC on numerous successful municipal bridge, roadway and building projects and they possess all of the testing certifications required to perform these services.

## FIELDSTONE LAND CONSULTANTS, PLLC OF MILFORD, NH

FLC will perform professional land surveying services, if required, to verify construction of the project to the line and grade as shown on the construction plans and specifications. FLC will also provide environmental services, if required, to support the construction administration efforts of our Team. QCC has teamed with staff from FLC on numerous successful municipal bridge, roadway, and building projects and they possess all of the certifications required to perform these services.

## **PROJECT TEAM**

Construction Administration	Anna Giraldi	Richard Wolf, Jr.	James Bouchard	Christian Rainey	Chad Michaud	Andrew Michaud	Michael Ploof	Christopher Guida
Years of Experience	25	28	40	6	24	22	20	20
Production, hauling and placement of highway related materials Soil or rock excavations, and soil or rock fill construction Roadway base, subbase, and slope construction, including checking line and grade	x x	x x x	x x x	x x x	X	x	x	
Drainage work, including pipe and structure installation, ditchline grading,		х	x	х			x	-
detention/retention area construction, etc.  Utility construction for sewer, water, electricity, gas, etc.		x	х	X				e de la constante
Storm Water Pollution Prevention Plan (SWPPP) review and analysis	Х	X	X	×				X
Erosion control product evaluation	X	X	X	x				x
Erosion and sediment control Best Management Practices (BMP's)	X	X	Х	X				X
Construction of traffic signs, traffic pavement markings and symbols, and traffic signal installations		x	x	x				84 E)
Bridge and building demolition	X	х	х	х				
Paving, resurfacing, pavement repair and rehabilitation		x	х	x		x		181
Guardrail, fence and other linear barriers	х	X	х	х				
Land clearing and landscaping	х	x	х	X				4.88
Bridge substructure, including foundation preparation work, and bridge superstructure work	х	x		x	x	X		
Non-bridge structures such as retaining walls, overhead signs, soundwalls, sidewalks, etc.	Х	X	х	x				
Traffic control procedures and devices		х	х	Х	x	5		
Project Schedule review and analysis including CPM schedules	х	x	х					127
Construction survey layout and verification			_				Х	
Certifications/ Training								
NETTCP QA Technologist		Х						
Local Public Agency (LPA) Parts 1 and 2	х	x	х	X				134
Local Public Agency (LPA) Right-of-Way			х			14		
OSHA 10-Hour Card	х	x	х	х		x		-13
NHDOT 2-Day Construction Inspection Training		х				x		
ACI: Concrete Field, Aggregate Testing, Concrete Lab Testing, Concrete						x		150
Strength Testing Technician		100				18		
NETTCP HMA Plant Technician, Soils and Aggregate Inspector						X		
Certified Nuclear Densometer Operator		118				X		-, ,
Certified Wetlands Scientist (CWS)		X II				130		×
Certified National Bridge Inspector (FHWA)	Х			2,3				-73

## ORGANIZATIONAL CHART

TOWN OF AMHERST, NH

**ANNA GIRALDI, PE** 

Project Manager/ Construction Engineer of Record

RICHARD WOLF, JR.
Construction Administrator

PAUL BECHT, PE Senior Structural Engineer CHRISTIAN RAINEY, EIT Project Engineer JAMES BOUCHARD Senior Roadway Engineer

S.W. COLE
ENGINEERING, INC.
Geotechnical Consulting and
Material Testing Services

FIELDSTONE LAND
CONSULTANTS, PLLC
Surveyor and Wetlands Scientist



# Our Clients Make Better Decisions From the Ground Up.

# Providing Earth-Related Services for more than 40 Years

Established in 1979 in Bangor, Maine, S. W. Cole Engineering, Inc. is a geotechnical engineering, geo-environmental consulting and construction materials testing firm serving private and public sector clientele across New England from offices in Maine, New Hampshire, Massachusetts and Vermont. Our team of engineers, scientists and technicians provide services on more than 2,200 projects each year.

#### WHAT WE DO:

#### **GEOTECHNICAL ENGINEERING**

Subsurface Investigations, Foundations, Earthwork, Pavement Our licensed engineers provide sensible geotechnical solutions for foundations, earthwork and pavements associated with building, site development and infrastructure projects in New England. Our services include:

- Geotechnical Feasibility Studies
- Subsurface Investigations
- Spread Footing Design Parameters
- Deep Foundation Engineering and Design
- Ground Improvement Engineering
- Excavation and Dewatering Consulting
- Retaining Wall and Slope Stability Analyses
- MSE Retaining Wall Design
- · Pavement Engineering and Design
- Geotechnical Laboratory Testing

#### **CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS**

Soil, Concrete, Grout, Asphalt, Masonry, Steel, Fireproofing Our certified technicians provide field and laboratory testing for soil, concrete, masonry, steel, fireproofing and asphalt construction materials, including:

- · Construction QA / QC Programs and Monitoring
- Earthwork Observations and Compaction Testing
- Reinforced Concrete Testing and Special Inspections
- · Soil / Aggregate Sampling and Testing
- Structural Masonry Testing and Special Inspections
- Structural Steel Testing and Special Inspections
- Spray-Applied Fireproofing Testing and Special Inspections
- Pavement Evaluation and Testing
- IBC Special Inspection Coordination
- Slab Flatness and Moisture Testing
- Certified Welding Inspector Testing



#### LAND SURVEYING

Fieldstone Land Consultants offers a full complement of professional Land Surveying services to meet the needs of any project. By integrating the expertise of our land surveying staff with state of the art technology, we are positioned to provide our clients with a timely and accurate response to any surveying need. Employed in concert with our other service areas, our Land Surveying capabilities enable Fieldstone Land Consultants to do what it takes to ensure clear and efficient communication between field personnel and our design staff. The result is a smooth progression from project concept development, to upfront survey data collection, to site design and approval, and ultimately to project construction. The following provides just a sample of our Land Surveying services.

#### Services Include:

Boundary & Topographic Survey

- Land Subdivisions
- Boundary Establishment
- Topographic Surveys
- Highway / Roadway Surveys
- Utility Route Surveys
- ALTA / ACSM Surveys
- Photogrammetric Control Surveys
- Hazardous Materials (HazMat) Surveys
- Global Positioning System (GPS) Surveys
- Property Monumentation

#### **Construction Support**

- Plot Plan Preparation
- Construction Control & Layout Services
- As-Built Survey Services
- As-Built Plan Preparation

#### **General Survey Support**

- Boundary Dispute Resolution
- Expert Testimony
- Title Report Review
- Facility Mapping









#### **ENVIRONMENTAL SERVICES**

Fieldstone Land Consultants provides innovative, thoughtful, and economical solutions to facilitate the needs of our clients in an environmentally responsible manner. Whether designing a low impact sewerage disposal system for an environmentally sensitive site, undertaking the development of an action plan for long-term environmental compliance, or streamlining the time consuming Wetland and Shoreland permitting process; Fieldstone Land Consultants takes great pride in doing what it takes to address the individual needs of the client and the unique characteristics of their property. The following provides just a sample of our Environmental Services.

#### Services Include:

#### **Regulatory Compliance**

- Wetland Delineation and Soil Mapping
- Wetland and Waterfront Impact Permitting
- Comprehensive Shoreland Protection Act (CSPA)
   Permitting
- CSPA mitigation and restoration plans
- Waterfront Site Assessments-Real Estate Transfers
- Low Impact Septic System Designs, Residential and Commercial using Environmentally Responsible Conventional and Alternative Technologies
- Certified Septic System Evaluations
- Stormwater Pollution Prevention Plans
- Erosion & Sedimentation Control / NPDES Permit Compliance Inspections
- Phase I Environmental Site Assessments (ESA) ASTM E1527 Standard

#### Natural Resource Conservation

- Wildlife Habitat Assessments
- Vernal Pool Documentation
- Wildlife Enhancement and Farm Pond Design
- Dam and Fish Ladder Design
- Composting and Greywater Septic System Design
- Invasive Species Documentation
- Environmental Impact Assessments
- Riparian Corridor Management and
- Stream bank Stabilization Design







## **CONSTRUCTION ADMINISTRATION SERVICES**

QCC'S PROJECT TEAM HAS EXTENSIVE EXPERIENCE IN CONSTRUCTION OVERSIGHT AND OBSERVATION OF WORK IN PROGRESS AND TAKE THESE TASKS VERY SERIOUSLY SO AS TO RENDER PROJECT DELIVERY THAT IS AS DESIGNED AND ANTICIPATED, ACHIEVES CONSTRUCTION GOALS, IS COMPLIANT WITH REGULATORY PERMITTING CONDITIONS, AND REMAINS ON SCHEDULE AND WITHIN BUDGET.

Our routine approach to construction services is summarized as follows:

## **Construction Administration/Oversight**

- Contract coordination with the NHDOT Project Manager, Municipality, Contractor and pertinent stakeholders.
- Coordination of Federal Compliance requirements and maintenance of labor records for the project as may be required.
- Coordination of the QA and QC programs in response to Contractor's schedule and weekly look ahead projections.
- Coordination of subconsultants when special expertise is required either on the project or in consultation.
- Resolving any Contractor disputes.
- Management of the submittal process to ensure timely response back to Contractor for maintenance of fabrication and delivery schedules.
- Review of Certificates of Compliance and Buy America Certificates.
- Monitoring the Construction Schedule and coordinating with the Contractor for reconciliation due to unanticipated events or on-site work performance.
- Preparation of Daily Construction Reports with photo documentation and distribution.
- Routine maintenance of Project Records including, but not limited to, Quantity Book/Record Book for installed work for Pay Application purposes, as-built record drawings, testing reports, natural resource / historical resource or NEPA monitoring reports, and SWPPP reports.
- Daily & Monthly maintenance of OFC documents including, but not limited to, bulletin boards, contractor
  employee sign-in / sign-out sheets, work classification, certified payrolls, employee interviews, OFC field
  audits, final payment as required for federal funding.
- Identification, notification and processing of Construction Change Orders including Purpose & Need, quantities of work, request for proposals for work not included within contract.
- Identification, notification and processing of issues arising that impact construction schedule.
- Coordination with Contractor for monthly pencil requisition, processing submitted Applications for Payment, including recommendation for payment.
- Preparation of Engineer's Estimate of Balances and Excesses (B&E) as the work progresses with submittal
  to Client at key milestones, typically 25%, 50%, 75% and 90% project completion
- Final audit of completed project.
- Preparation and coordination of acceptance of the Final Balancing Change Order for the project.
- Final payment coordination for the project.
- Project closeout documentation.
- Coordination of project record transfer to Client.
- All work shall comply with all applicable Federal, State, and Local laws and regulations.

## CONSTRUCTION ADMINISTRATION SERVICES

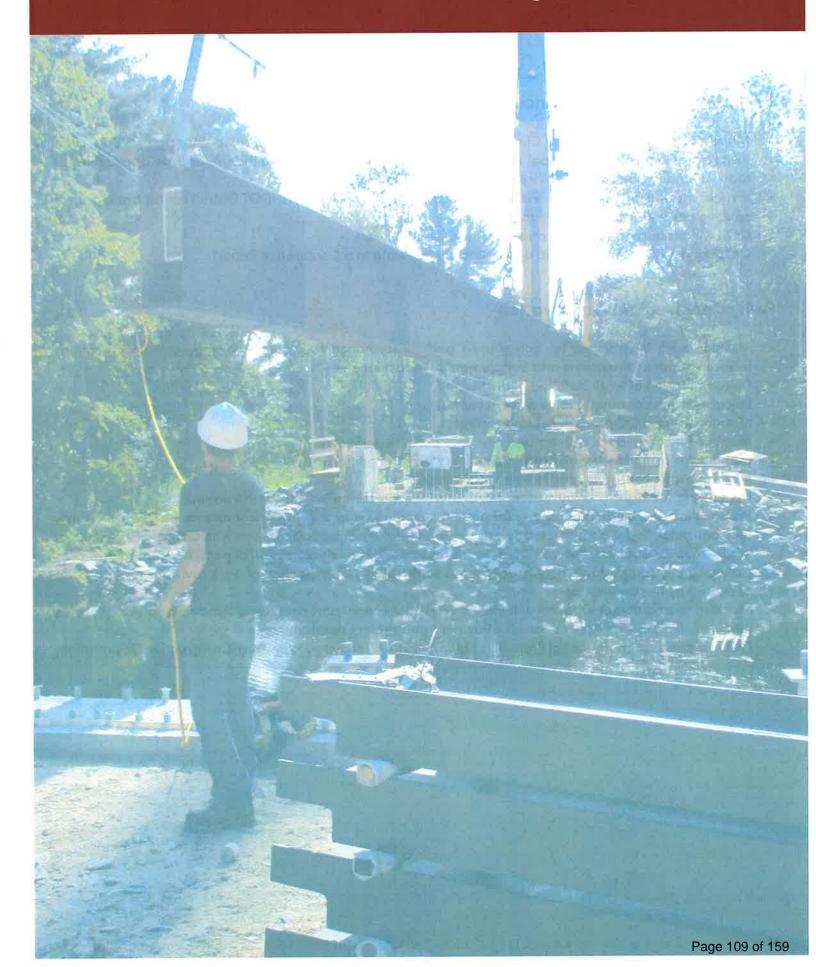
#### **Pre-Construction Conference**

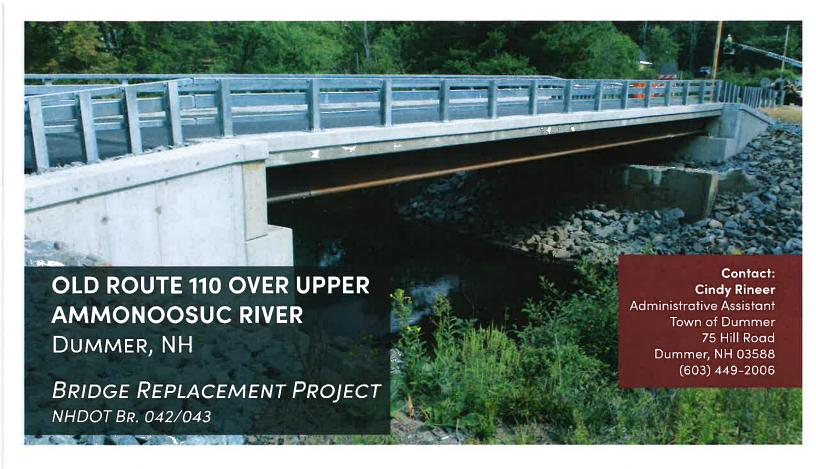
- Mandatory attendees include Client, QCC's Engineer of Record, QCC's Project Manager, QCC's Lead Inspector; Contractor's Principal in Charge, Project Manager, Superintendent, and as applicable for federal funding the NHDOT Office of Federal Compliance.
- Invitees include utility contacts, FHWA contact as may be applicable, NHDOT District contact, and project specific pertinent stakeholder contacts.
- QCC will prepare the Agenda and distribute for discussion.
- QCC conducts the meeting and documents the meeting in a Conference Report.

### **Daily Construction Observation**

- Monitor work in progress for compliance and conformance to project drawings and specifications including Special Provisions and Supplemental Specifications.
- Documentation of work installed / constructed.
- Documentation of quantities of work accepted.
- Monitor QA and QC procedures and testing.
- Monitor for compliance with natural resource permit conditions.
- Monitor for compliance with historical permit / NEPA conditions.
- Monitor traffic control to ensure safe work zones.
- Monitoring for Right-of-Way, easement, or land license commitments for the project.
- Preparation of observation reports for project including visitors; weather conditions; on-site work force
  for Contractor and subcontractors; work progress for the project; discussions with Contractor or visitors,
  landowners or abutters, QA and QC procedures undertaken, identification of possible change orders or
  claims by the Contractor; safety issues for the work, public; identification of work revisions required and
  accepted by the Contractor.
- Monitoring and documentation of installed work that is non-participating or funded by other agencies for reconciliation with Applications for Payment and project reimbursement.
- QCC possesses all the Personal Protective Equipment (PPE) required to perform Construction Observation.

## PROJECT QUALIFICATIONS





Construction Services Provided: Managed Project Submittals, Project Documentation, Part-Time Onsite Observation, Railroad Coordination, Budget Management, Project Meetings, QA/QC, Project Closeout

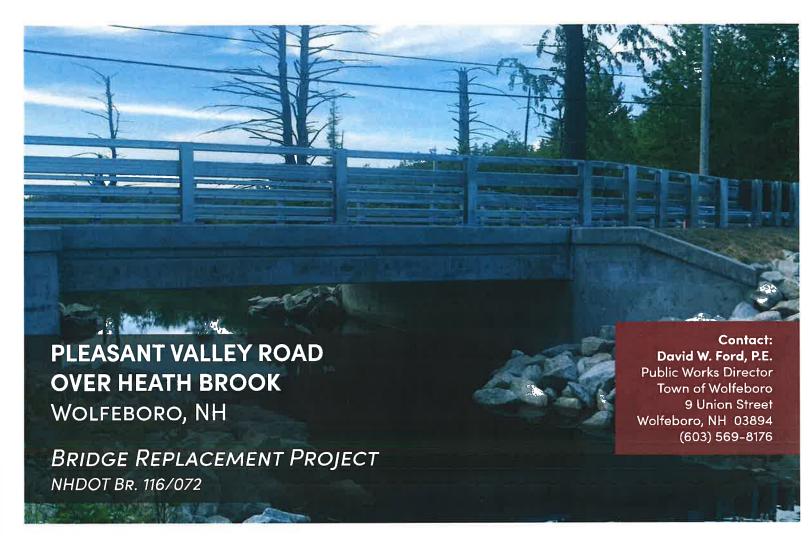
The bridge replacement structure is an 80-foot span steel girder superstructure founded on concrete abutments. The west approach to the bridge is located within the Saint Lawrence & Atlantic Railroad (SL&A) right-of-way and an active railroad line requiring extensive coordination for construction activities and schedule. Excavation for the west abutment, encountered a buried stone retaining wall for the railroad tracks and a large rubble pile of cut masonry blocks that prohibited the installation of proposed shoring to stabilize the railroad during construction. QCC championed a redesign with the project stakeholders including NHDOT and SL&A and oversaw construction of an approach that allowed for construction to continue on an amended time schedule.

The onset of Covid-19 forced a travel suspension for the Vermont construction company requiring QCC to re-coordinate the construction schedule and make additional revisions to the Town's Agreement with the SL&A.

The bridge replacement project was funded by the Town of Dummer and the NHDOT Municipal Managed Bridge Aid Program, and was completed in the fall of 2020 for a construction cost of \$1,924,00.





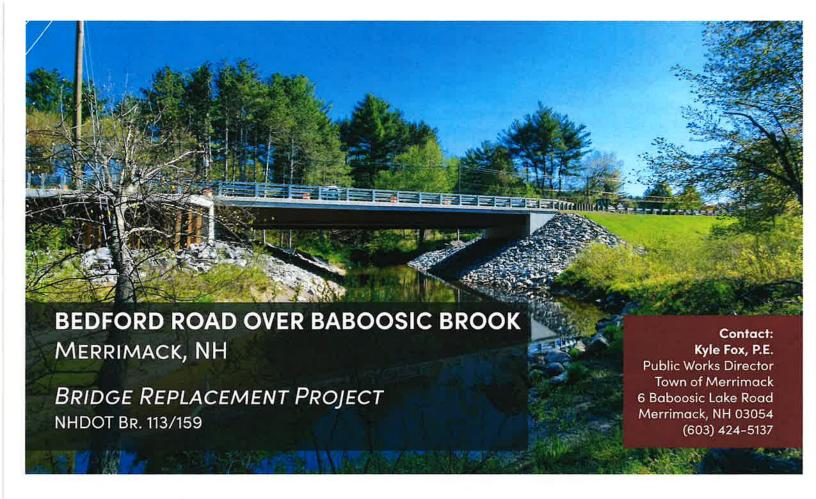


Construction Services Provided: Managed Project Submittals, Project Documentation, Part-Time Onsite Observation, Aerial Utility Coordination, Budget Management, Project Meetings, QA/QC, Project Closeout

The existing Municipal Redlist twin culverts were replaced with a 28-foot span prestressed concrete butted deck beam superstructure founded on steel H-piles with concrete cap and butterfly wingwalls. The abutting wetlands, deemed prime wetlands by the Town, and one parcel was under conservancy management thereby posing sensitivity issues for construction. As the existing road is a dead-end road servicing 1200 parcels, a temporary single lane, signalized detour road and bridge was constructed on the prime wetlands. QCC coordinated the construction of the temporary detour road with the local Conservation Commission with very positive results upon its removal. Additionally, QCC coordinated with the Town and the local conservancy for the temporary relocation of aerial utilities onto the conservancy lands. As construction ensued, the conservancy and the Conservation Commission desired the preservation of an exemplary bull pine tree, requiring QCC to coordinate the redesign of the stormwater vegetated treatment swale with the local agencies and the NHDES Wetlands Bureau.

The bridge replacement project was funded by the Town of Wolfeboro and the NHDOT Municipally-Managed Bridge Aid Program and was completed in June 2020 for a construction cost of \$897,000.





Construction Services Provided: Managed Project Submittals, Project Documentation, Part-Time Onsite Observation, Aerial Utility Relocation Design and Coordination, Budget Management, Project Meetings, QA/QC, Project Closeout

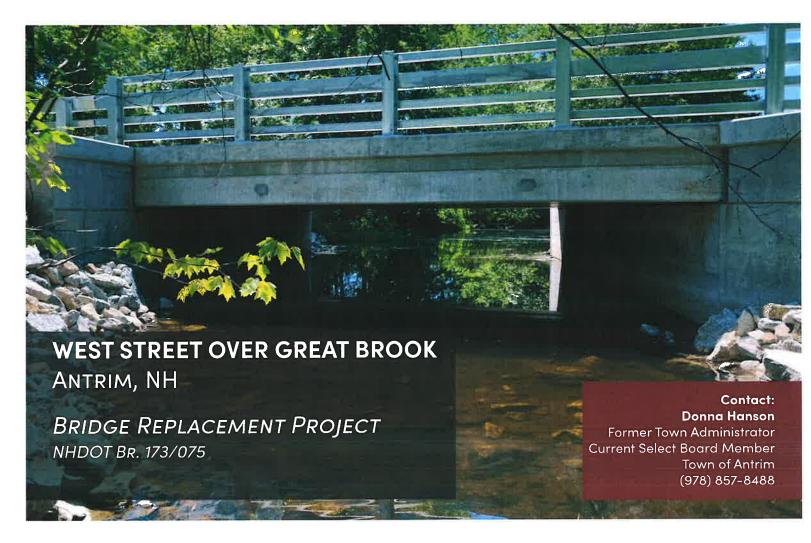
This 90-foot span steel girder bridge on integral abutments replaced a severely undersized and deteriorated CMP. Work included the replacement of a 12-inch water main supported between the girders. Approximately 1100 linear feet of the roadway was reconstructed including elevating the roadway 6.5 feet to mitigate overtopping. This reconstruction included a 300-foot sheet pile retaining wall to accommodate the elevated profile within 25 feet of the existing brook. Traffic control was an on-site single lane detour road and bridge that utilized temporary traffic signals.

QCC coordinated the temporary and permanent relocation of aerial utilities to maintain the amended construction schedule. QCC developed aerial relocation plans and scheduled numerous meetings with the aerial utility companies and project stakeholders during the construction process. Additionally, in response to utility delays,

we coordinated the redesign of the superstructure to feature partial depth precast concrete deck panels versus full depth cast-in-place deck to maintain the amended schedule.

The bridge replacement project was funded by the Town of Merrimack and the NHDOT Municipally–Managed Bridge Aid Program and was completed in September 2020 for a construction cost of \$3,600,00.



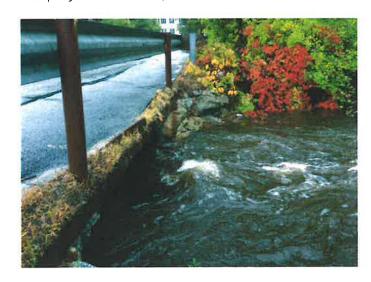


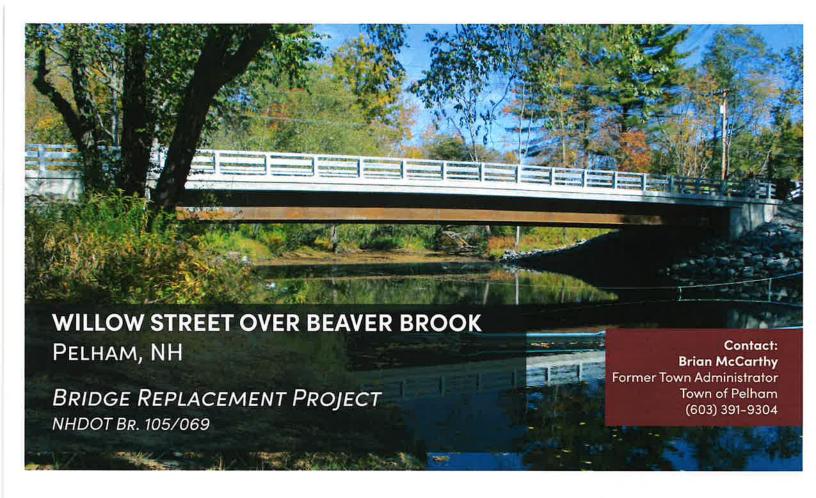
Construction Services Provided: Managed Project Submittals, Project Documentation, Part-Time Onsite Observation, Municipal Water Department Coordination, Budget Management, Project Meetings, QA/QC, Project Closeout

The replacement bridge is a 28-foot span precast, prestressed concrete butted deck beam superstructure founded on steel H-piles with a concrete cap and butterfly wingwalls. Prior to construction commencing, the Town became aware of the proposed truck detour for NH Rte. 9 onto NH Rte. 202 and through the Town of Antrim. A detour route that coincided with the intown detour route for the project causing concern for the ability of school bound traffic onto the detour. QCC coordinated outreach to the School Dept., Town Agencies, Contractor and NHDOT to formulate a workable solution for school traffic turning movements on/off Main Street with the added truck traffic and revised detour program.

During construction, the existing water main was found to be in direct conflict with the proposed H-piles. QCC coordinated with the Antrim Water & Sewer Dept., Contractor, Town, and NHDOT for redesign and relocation of the utility by local forces as municipal force account work for the project, and within an acceptable time delay for the Contractor.

The bridge replacement project was funded by the Town of Antrim and the NHDOT Municipally-Managed Bridge Aid Program and the new bridge opened to traffic in 2019. The construction cost for this project was \$646,000.





Construction Services Provided: Managed Project Submittals, Project Documentation, Part-Time Onsite Observation, Budget Management, Project Meetings, QA/QC, Project Closeout

The replacement bridge is a 104-foot span steel beam superstructure with integral abutments consisting of cast-in-place concrete pile caps supported on steel H-piles. The project also featured the reconstruction of approximately 400 linear feet of roadway with a new sidewalk as non-participating work scope within the project requiring the monitoring and accounting of the non-participating quantities of work for construction, QA/QC and identification within the Contractor's Application for Payments.

Outreach for aerial utility relocation coordination was undertaken by QCC in conjunction with the Contractor, to reactivate forgotten previous work scope agreements with the aerial utility companies so as to maintain the Contractor's proposed schedule.

Natural Resource permitting conditions required the protection of exemplary plant species within the project work zone, necessitating coordination of construction activities within the active growing cycle of the various species. This bridge replacement structure was funded by the Town of Pelham and the NHDOT Municipal Managed Bridge Aid Program, and was completed in the fall of 2019 for a construction cost of \$1,448,000.



## FIRM RELATED EXPERIENCE

QCC's construction administration related experience includes a wide variety of stream crossing projects ranging from culvert rehabilitation, emergency crossing repairs, bridge rehabilitation, box culvert replacements, and new bridge replacement projects utilizing steel, cast-in-place concrete, and precast concrete elements in differing compositions to produce the final project. Project funding for these projects has ranged from solely municipal funding to municipal participation in such programs as the NHDOT's Municipally Managed State Bridge Aid (SBA), or in participation with Federal Emergency Management Agency (FEMA)'s Hazard Mitigation Grant Program (HMGP) or Building Resiliency in Infrastructure (BRIC), and also in NHDOT's alternative funding programs with Federal Highway Administration (FHWA)'s ARRA Related, MOBRR, and the newly created MOBIL program.

The following is a short list of projects undertaken with similar relevancy and stream crossing projects of greater breadth.



Bible Hill Road Flood Relief Culvert Replacement – FEMA HMGP Bennington, NH 6' x 8' Precast Concrete Culvert



Center Hill Road over Little Suncook River– Town Funded Epsom, NH Concrete Bridge Deck Rehabilitation with Abutment Repairs



Fay Martin Road over Tully Brook – SBA / Private–Public Partnership Richmond, NH Precast Concrete Rigid Frame 24' Span



Wire Road over Baboosic Brook – SBA

Merrimack, NH

Precast Prestressed Concrete NEXT Beams 61' Span

Steel Girder Bridge 80' Span



Old North Branch Road over North Branch River – SBA / ARRA Related / LPA

Antrim, NH

## FIRM RELATED EXPERIENCE



Bean Road over Baboosic Brook – SBA Merrimack, NH Steel Beam Bridge 67' Span



Depot Street over Relief – Slab – SBA

Antrim, NH

Precast Prestressed Concrete Desk Beams 37' Span



McGaw Bridge Road over Baboosic Brook – SBA Merrimack, NH Steel Beam Bridge 42' Span



Depot Street over Relief – Arch – SBA

Antrim, NH

Rehabilitation of Existing Concrete Arch Bridge 12' Span



White Birch point over Great Brook – SBA Antrim, NH Precast Concrete Rigid Frame 18' Span



Depot Street over Contoocook River – SBA Antrim/ Bennington, NH Steel Girder Bridge 70' Span

## REFERENCES

#### Town of Antrim, NH

Ms. Donna Hanson (former Town Administrator) donnahanson.bos@gmail.com (978) 857-8488



Cutler Shop Dam, NHDES Dam #D009012
White Birch Point over Great Brook, Br. No. 134/088, NHDOT #14846
Bridge Inspection and Repair CIP

North Main Street over Miller Brook, Br. No. 172/088, NHDOT #15255 Old North Branch Road over North Branch River, Br. No. 130/149, Federal #X-A000(927), NHDOT #14944

Depot Street over Contoocook River, Br. No. 184/071, NHDOT #15349 Water Street over Great Brook, Br. No. 178/069, NHDOT #15350 Depot Street over Relief (Slab), Br. No. 183/071, NHDOT #14941 Depot Street over Relief (Arch), Br. No. 181/071, NHDOT #14940 West Street over Great Brook, Br. No. 173/075, NHDOT #29468 Gregg Lake Dam CIP, NHDES Dam #D009003 High Street over Great Brook, Br. No. 174/070, NHDOT #14942 Town Hall Tower, Structural Repairs

#### Town of Merrimack, NH

Mr. Kyle Fox, PE
Public Works Director
6 Baboosic Lake Road
Merrimack, NH 03054
(603) 424–5137
kfox@merrimacknh.gov



Wasserman Heights Detention Pond Dam
Conservation Drive Retaining Wall Construction
Twin Bridges Park, Replacement Pedestrian Bridge over Baboosic Brook
Naticook Road Drainage Study
Amherst Road Culvert Replacement
Steep Street Drainage System Repair
Turkey Hill Road Drainage Study

Wire Road over Baboosic Brook, Br. No. 098/174, NHDOT #15839
McGaw Bridge Road over Baboosic Brook, Br. No. 116/137, NHDOT #13923
Bean Road over Baboosic Brook, Br. No. 072/155, NHDOT #29736
Bedford Road over Baboosic Brook, Br. No. 113/159, NHDOT #15841
Souhegan River Pedestrian Trail, A(004)357, NHDOT #40300
US Route 3 over Baboosic Brook, Br. No. 118/135, NHDOT #29174
Stowell Road Covered Bridge Roof Replacement
Pedestrian Bridge Evaluation over Souhegan River, Br. No. 112/115
US Route 3 over Baboosic Brook FEMA BRIC Funding Benefit Cost Analysis

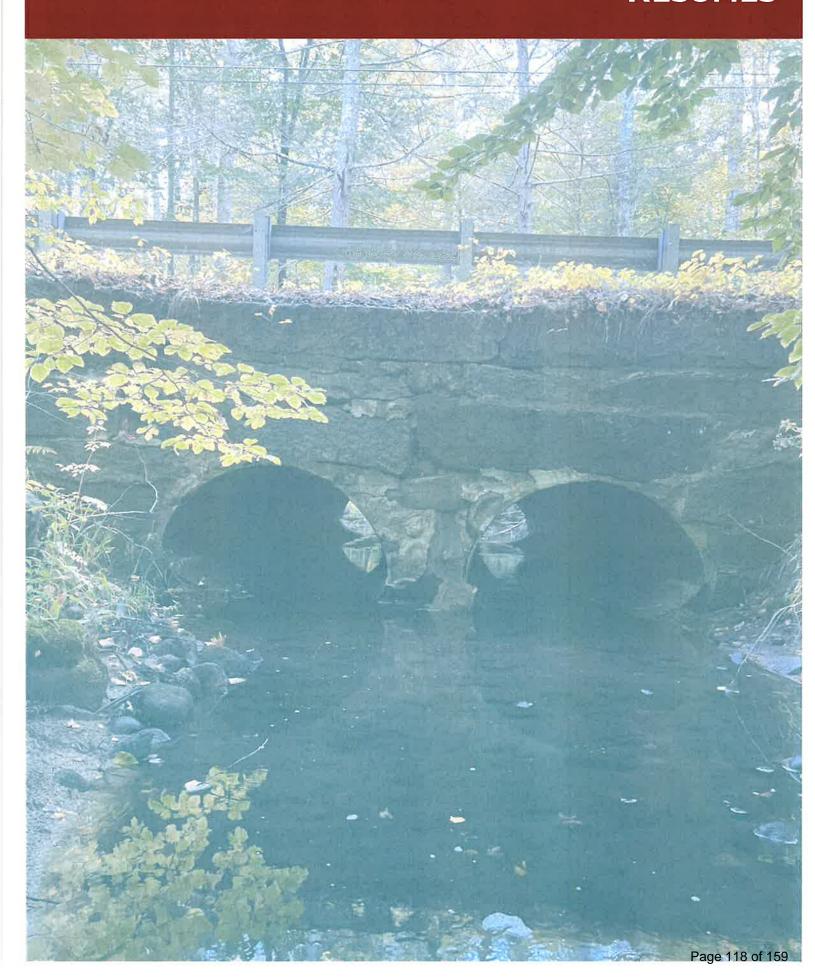
#### Town of Richmond, NH

Ms. Susan Harrington Tully B
Town Administrator Whipp
105 Old Homestead Highway
Richmond, NH 03470
(603) 239–4232
susan.harrington.richmond@gmail.com

Fay Martin Road over Tully Brook Br. No. 160/071, NHDOT #21190
Tully Brook Road Bridge over Tully Brook Br. No. 155/066, NHDOT #29056
Whipple Hill Road over Roaring Brook Br. No. 065/083, NHDOT #29055



## **RESUMES**





- Construction Observation and Administration
- Bridge Design
- Bridge Rehabilitation
- Hydrologic and Hydraulic Studies

#### **EDUCATION**

Georgia Institute of Technology

Civil Engineering

BS | MS

#### PROFESSIONAL REGISTRATION

#### **CERTIFICATIONS**

- NHDOT LPA Parts 1 and 2 Cert. # 1289
- Certified National Bridge Inspector, FHWA
- OSHA 10 Hour

#### **CONTINUING EDUCATION**

- Accelerated Bridge Construction (ABC)
- Precast and Prestressed Products

Quantum Construction Consultants, LLC 27 Locke Road Concord, NH 03301



#### ANNA GIRALDI, PE

#### Project Manager/Construction Engineer of Record

AGIRALDI@QUANTUM-CC.COM | (603) 224-0859 | QUANTUM-CC.COM

#### **PROFESSIONAL EXPERIENCE**

Ms. Giraldi has over 25 years of in-depth and diverse civil and structural experience in engineering design and construction observation and administration. Her roles have included bridge rehabilitation, bridge replacement, hydrology and hydraulic analyses, as well as the development and implementation of engineering plans for projects. She has developed projects from design to completion during construction. The vast majority of Ms. Giraldi's experience is with municipal and NHDOT state projects.

#### REPRESENTATIVE PROJECTS

NHDOT #29174 US Route 3 over Baboosic Brook, Merrimack, NH

In charge of all design, plan development, permitting and cost estimating, for this complete replacement of an existing 20-foot span circular concrete arch culvert with a 121-foot span steel girder bridge on concrete integral abutments. Other services include wetlands permitting, cost estimating and heavy utility coordination as there are both overhead and underground utilities in the project area.

NHDOT #15815 Old Route 110 over Upper Ammonoosuc River, Dummer, NH

Replacement of a deficient 65-foot span steel beam bridge with an 80-foot span steel girder bridge founded on spread footings. Close coordination with the St. Lawrence & Atlantic Railroad was necessary due to the west abutment being located within the railroad right-of-way. Provided support during construction.

#### **ADDITIONAL EXPERIENCE**

NHDOT #14633H, Federal #AC-A004(376) I-93 Widening, Manchester

NHDOT #15684 Charcoal Road over Charcoal Brook, Dublin

NHDOT #16175 Pelham Road over Second Brook, Hudson

NHDOT #22892 2nd NH Turnpike over South Branch of the Piscataquog River, Francestown

NHDOT #15764 Woodward Hill Road over Brennan Brook, Francestown

NHDOT #15762 Juniper Hill Road over Brennan Brook, Francestown

NHDOT #13698 Bean Hill Road, Northfield

NHDOT #14944, Federal Project #X-A000(927) Old North Branch Road over North Branch River, Antrim

NHDOT #14928, FEMA-1695-DR-NH Old Marlborough Road over Charcoal Brook, Dublin

NHDOT #21190 Fay Martin Road over Tully Brook, Richmond

NHDOT #14940, 14941 Depot Street over Reliefs, Antrim

NHDOT #14846, FEMA–1610-DR NH White Birch Point Road over Great Brook, Antrim

NHDOT #15255 North Main Street over Miller Brook, Antrim

NHDOT #14839, Federal Project #X-A000(567) Winnipesaukee River Trail, Northfield

City of Manchester Bridge Repairs, Manchester



- Structural Design
- Building Assessment
- Project Management

#### **EDUCATION**

Tufts University
Structural Engineering
BSCE

#### **PROFESSIONAL REGISTRATIONS**

Massachusetts #36059 New Hampshire #5076 Pennsylvania #PE037600R Rhode Island #8556 Virginia #0402039095

#### **CERTIFICATIONS**

OSHA 10-hour card

#### PROFESSIONAL DEVELOPMENT

- American Society of Civil Engineers (ASCE)
- ASNI A92 Training: Aerial Work Platforms
- OSHA 29 CFR 1910.146
- Permit Required Confined Space Entry
- Structural Engineers of NH (SENH) ASDSO Course: 2010 to 2020

Quantum Construction Consultants, LLC 27 Locke Road Concord, NH 03301



### PAUL BECHT, PE Senior Structural Engineer

PBECHT@HLTURNER.COM | (603) 228-0859 | QUANTUM-CC.COM

#### PROFESSIONAL EXPERIENCE

Mr. Becht has over 40 years of experience and excels in the innovation of open channel water flow, pump intake structure designs, cofferdam designs, and many one-of-a-kind structures. He has a wide range of experience designing structures utilizing various materials, including reinforced concrete, structural sheet, timber, aluminum, and stainless steel. He has performed numerous material condition surveys on buildings, training walls, dams, and piers.

#### **EXPERIENCE**

#### Old North Branch Road over North Branch River | Antrim, NH

Design, permitting, and construction administration for an 80-foot-span by 30-foot-wide steel plate girder bridge, founded on cast-in-place concrete abutments. NHDOT/ARRA-related funding.

#### Jackson Mills Dam | Nashua, NH

New concrete spillway crest, pier and abutment for the installation of a new 140-foot by 8-foot crest gate.

#### Cold River Bridge | Walpole, NH

Design of a three-span steel girder bridge, as well as cofferdam design for bridge pier construction at Route 12 over the Cold River.

#### Glencliff Home Pedestrian Bridge | Glencliff, NH

Building renovation and design, as well as construction administration for a project that included a 60-foot-long pedestrian bridge.

#### Route 302 over Saco River | Bartlett, NH

Design of supports for a temporary bridge over the Saco River. Design of sheet pile retaining walls for installation of bridge abutments for the new Route 302 bridge.

#### Historic Preservation Project | Stonington, CT and Bristol, RI

Steel shoring designs during building reconstruction for the purpose of preserving historic building facades on mill buildings in Connecticut and Rhode Island.

#### Royal Mills | West Warwick, RI

Rehabilitation of the headgates at the entrance to the granite masonry power canal. Work consisted of designing a powerhouse, equipment foundations, penstock, and specifications for a new headgate for a small hydroelectric turbine generator.

#### Riverwalk | Nashua, NH

Structural design of promenade along the Nashua River at the City's Riverwalk.



- Construction Administration
- Project Management
- Bridge Design & Construction
- Structural Observation
- Conditions Reports
- Building Construction
- Building Renovation

#### **EDUCATION**

New Hampshire Technical Institute

Architectural Engineering

Technology

AS

#### **CERTIFICATIONS**

- NETTCP QA Technologist
   Certification #461
- NHDOT LPA Parts 1 and 2 Cert. # 1292
- OSHA 10-Hour Card
- NHDOT 2-Day Construction Inspection Training

#### **CONTINUING EDUCATION**

- FHWA UHPC Bridge Connections for Prefabricated Bridge Elements
- Accelerated Bridge Construction (ABC)

Quantum Construction Consultants, LLC 27 Locke Road Concord, NH 03301



## RICHARD WOLF, JR. Construction Administrator

RWOLF@QUANTUM-CC.COM | (603) 224-0859 | QUANTUM-CC.COM

#### PROFESSIONAL EXPERIENCE

Mr. Wolf has more than 25 years of experience providing construction administration and inspection services on a variety of education, transportation, commercial, industrial, municipal and state projects. Projects have included new bridges and roadways, rehabilitation of bridges, new buildings, building renovations, and site work. Mr. Wolf is experienced utilizing a variety of building materials and he is proficient in all aspects of project management and construction administration duties relating to the construction and rehabilitation of bridges, roadways, site work, dams, buildings and much more.

#### REPRESENTATIVE PROJECTS

NHDOT #26762 Willow Street over Beaver Brook, Pelham, NH

Provided part-time construction administration and inspection services for the replacement of a 39-foot span steel beam bridge with a 104-foot span steel beam bridge on integral abutments.

NHDOT #15530 Water Street over Great Brook, Antrim, NH

Provided construction administration and part-time inspection services for replacement of a severely deteriorated corrugated metal pipe culvert with a 20-foot span open-bottom precast concrete rigid frame structure supported on cast-in-place concrete stub walls and ashlar stone pattern precast concrete training walls.

#### ADDITIONAL EXPERIENCE

NHDOT #15255 North Main Street over Miller Brook, Antrim

NHDOT #14944, Federal Project #X-A000(927) Old North Branch Road over North Branch River, Antrim

NHDOT #29468 West Street over Great Brook, Antrim

NHDOT #15350 Water Street over Great Brook, Antrim

NHDOT #15349A Depot Street over Contoocook River, Antrim

NHDOT #14940, 14941 Depot Street over Reliefs, Antrim

NHDOT #14846, FEMA 1610–DR NH White Birch Point Road over Great Brook, Antrim

NHDOT #13923 McGaw Bridge Road over Baboosic Brook, Merrimack

NHDOT #15839 Wire Road over Baboosic Brook, Merrimack

NHDOT #29736 Bean Road over Baboosic Brook, Merrimack

NHDOT #15841 Bedford over Baboosic Brook, Merrimack

NHDOT #26762 Willow Street over Beaver Brook, Pelham

NHDOT #14842 High Road over North River, Lee

NHDOT Project #15403, Federal Project #X-A000(928) High Haith Road over Squam Lake Canal, Center Harbor

NHDOT #40617 Pleasant Valley Road over Heath Brook, Wolfeboro DPW #80985R Salt Storage Building, Contract C, Pinkham Notch



## Q

## JAMES BOUCHARD

Senior Roadway Engineer

JBOUCHARD@QUANTUM-CC.COM | (603) 228-0859 | QUANTUM-CC.COM

#### **EXPERTISE**

- Construction Administration
- Roadway Design
- Drainage Design
- Historic Masonry Bridges
- Project Management

#### **EDUCATION**

University of Maine
Civil Engineering
BS

#### **CERTIFICATIONS**

- NHDOT LPA Parts 1 and 2 Cert. # 1117
- NHDOT LPA Right-of-Way
- Maine DOT Local Project
   Administration

#### **CONTINUING EDUCATION**

- FHWA UHPC Bridge
   Connections for Prefabricated
   Bridge Elements
- Project Management
- Water Supply & Treatment
- Water Utilization Policy
- Stormwater Management
- Traffic Calming Measures
- Transportation Planning
- Wastewater Treatment

Quantum Construction Consultants, LLC 27 Locke Road Concord, NH 03301

#### **PROFESSIONAL EXPERIENCE**

Mr. Bouchard has over 40 years of experience in administering and managing construction projects of very diverse aspects including municipal and state roadway improvements, reconstruction and realignment; intersection improvements; bridge rehabilitation and replacement; historical bridge preservation; transportation alternative programs including recreational trails, paths and sidewalks; and all aspects of water and wastewater utility infrastructure. In addition, Mr. Bouchard has coordinated construction activities with private utility relocations; contaminated soils, water and vapor encounters during construction; and overseen historical and archaeological construction requirements. Construction funding administration has included NHDOT SBA & SHA; FHWA; NDHES SAG and SRF, EPA CWSRF; FEMA; USDA Rural Development; CDBG and EDA grants.

#### REPRESENTATIVE PROJECTS

#### NHDOT #13698 Bean Hill Road, Northfield, NH

Reconstruction of 6300 LF of urban/rural roadway including in-place pavement reclamation, base gravels reinforcement, new closed drainage systems within roadside drainage swales, sliplining of a 72-inch culvert and superelevation of roadway curves and installation of pavements.

## NHDOT #15815 Old Route 110 over Upper Ammonoosuc River, Dummer, NH

Provided construction administration support for replacement of a deficient 65-foot span steel beam bridge with an 80-foot span steel girder bridge founded on spread footings. Close construction coordination with the St. Lawrence & Atlantic Railroad was necessary due to the west abutment being located within the railroad right-of-way.

#### **ADDITIONAL EXPERIENCE**

NHDOT #15255 North Main Street over Miller Brook, Antrim

NHDOT #14944, Federal Project #X-A000(927) Old North Branch Road over North Branch River, Antrim

NHDOT #15349A Depot Street over Contoocook River, Antrim

NHDOT #14940, 14941 Depot Street over Reliefs, Antrim

NHDOT #14846, FEMA 1610–DR NH White Birch Point Road over Great Brook, Antrim

NHDOT #13923 McGaw Bridge Road over Baboosic Brook, Merrimack

NHDOT #15839 Wire Road over Baboosic Brook, Merrimack

NHDOT #29174 US Route 3 over Baboosic Brook, Merrimack

NHDOT #15841 Bedford Road over Baboosic Brook, Merrimack

NHDOT #26762 Willow Street over Beaver Brook, Pelham

NHDOT #14842 High Road over North River, Lee

NHDOT Project #15403, Federal Project #X-A000(928) High Haith Road over Squam Lake Canal, Center Harbor

NHDOT #40617 Pleasant Valley Road over Heath Brook, Wolfeboro



- Bridge Design
- Bridge Rehabilitation
- Hydrologic and Hydraulic Studies
- Cost Estimating
- Construction Engineering and Administration

#### **EDUCATION**

University of New Hampshire

Civil Engineering

BS

New Hampshire Technical Institute
Architectural Engineering
AS

#### **PROFESSIONAL REGISTRATION**

New Hampshire EIT #6862

#### CERTIFICATIONS

- NHDOT LPA Parts 1 and 2 Cert. # 1742
- OSHA 10-hour card

#### **CONTINUING EDUCATION**

- FHWA UHPC Bridge
   Connections for Prefabricated
   Bridge Elements
- ASCE Design and Construction of Steel Sheet Piling Structures Parts 1 and 2

Quantum Construction Consultants, LLC 27 Locke Road Concord, NH 03301



## CHRISTIAN RAINEY, EIT Project Engineer

CRAINEY@QUANTUM-CC.COM | (603) 224-0859 | QUANTUM-CC.COM

#### PROFESSIONAL EXPERIENCE

Mr. Rainey has over five years of diverse civil and structural experience in engineering design and construction observation and administration. His duties have included bridge rehabilitation, bridge replacement, hydrology and hydraulic analyses, and the development and implementation of engineering plans for projects. Mr. Rainey is knowledgeable in different phases of bridge design, such as bridge layout, grading, steel girders, precast/prestressed superstructures, various foundations, bridge rating, and cost estimation.

#### REPRESENTATIVE PROJECTS

NHDOT #15841 Bedford Road over Baboosic Brook, Merrimack, NH Construction administration, observation, design, permitting, and plan development for the replacement of a 21-foot CMP water crossing with a 90-foot span steel girder bridge founded on integral abutments and the adjacent 1,100 linear feet of roadway reconstruction. Engineer on-site for the duration of construction and coordinated closely with the Contractor to achieve a successful final product.

NHDOT #40617 Pleasant Valley Road over Heath Brook, Wolfeboro, NH Construction administration, observation, design, permitting, and plan development for the replacement of a twin-arch culvert water crossing with a 28-foot span, precast, prestressed concrete butted deck beam bridge. Engineer on-site for the duration of construction and coordinated closely with the Contractor to achieve a successful final product finished under budget and on time.

NHDOT #29468 West Street over Great Brook, Antrim, NH
Construction administration, observation, design, permitting, and
plan development for the replacement of a 14-foot span corrugated
aluminum box culvert water crossing with a 28-foot span, precast,
prestressed concrete butted deck beam bridge founded on concrete
abutments on piles. Engineer on-site with close coordination with the
Contractor to achieve a successful final product delivered on time.

NHDOT #26762 Willow Street over Beaver Brook, Pelham, NH Construction administration, design, permitting, and plan development for the replacement of a 39-foot span steel beam bridge with a 104-foot span steel beam bridge on integral abutments. The project was finished within the budget and on time.



# S.W.COLE ENGINE ERING, INC.

CHAD MICHAUD, P.E.

Executive Vice President Chief Operating Officer Principal Geotechnical Engineer

EDUCATION:

**University of Maine** B.S. Civil Engineering

Geoprofessional Business Association

Fundamentals of Professional Practice Course

**REGISTRATIONS:** 

**Professional Engineer** 

New Hampshire, Maine, Connecticut, Massachusetts, Rhode Island, Vermont, New York

#### **AFFILIATIONS:**

- American Council of Engineering Companies (ACEC)
- GBA Professional Firms Practicing in the Geosciences

#### **AFFILIATIONS:**

- Board of Directors, Barrington Youth Association
- Environmental Technical Advisory Board, Creteau Career and Technical Center, Spaulding High School

Chad Michaud went to Stearns High School in Millinocket, Maine before attending the University of Maine in Orono, Maine. Chad joined S. W. Cole Engineering, Inc. in 1999 as a Geotechnical Engineer. His duties progressed to a project manager and senior geotechnical engineer. Chad has served on the Board of Directors since 2009.

In 2014, he was named Executive Vice President and Chief Operating Officer of the firm. His responsibilities in these roles include corporate management, branch office management, project management training and mentoring, and corporate level oversight of operational functions such as health and safety, human resources and information technology.

Chad's responsibilities with the firm as a Senior Geotechnical Engineer are to manage projects, service clients, provide contract development, coordination of subcontractors and subconsultants, and oversee a staff of geotechnical engineers providing coordination of subsurface investigations and geotechnical design and specifications. Chad has experience providing soils engineering services on a variety of projects including multi-story mixed use commercial buildings, roadways, state and municipal bridges, airports, wastewater and water treatment facilities and lagoons, gas pipelines, municipal buildings, schools, towers, and large retail facilities and industrial structures in New Hampshire, Maine, Connecticut, Vermont, Massachusetts and Rhode Island.

Chad is known for his extensive experience with municipal and local public agency (LPA) funded bridge projects. Chad has worked on dozens of bridge replacements and rehabilitations in the state of New Hampshire, as well as across New England. Chad has significant experience providing geotechnical evaluation and global stability analyses for segmental mechanically stabilized earth (MSE) retaining walls and earth embankment slopes. Chad has been involved with many projects requiring a review of slope failures and the development of alternatives for reconstruction.

Chad has experience with field testing and evaluation of various stormwater infiltration testing techniques such as double-ring infiltrometer, Guelph permeameter, and borehole falling head methods.



## ANDREW A. MICHAUD Regional Branch Offices Manager

#### **EDUCATION:**

University of Maine B.A. Communications

#### **CERTIFICATIONS:**

- S.W.COLE Trench and Shoring Safety
- NETTCP Soil & Aggregate Inspector
- NETTCP HMA Plant Technician
- ICRI Concrete Slab Moisture Testing Tech -Grade 1
- APNGA Portable Nuclear Gauge
- ICC Reinforced Concrete Special Inspector
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- NETTCP Soils & Aggregate Inspector
- ACI Concrete Strength Testing Technician
- ACI Concrete Laboratory Testing Technician - Level 1
- ACI Concrete Field Testing Technician - Grade 1
- ACI Aggregate Testing Technician - Level 1



#### **EXPERIENCE:**

Andrew joined S. W. Cole Engineering, Inc. in 1999 as a Construction Services Technician with the firm in the field services and laboratory testing divisions. Andrew was promoted to Regional Branch Offices Manager overseeing operations in our Londonderry, NH office as well as the Geisser Engineering office in Riverside, RI.

#### RESPONSIBILITIES:

As a Regional Branch Offices Manager, Andrew is responsible for contract and business development, project management and assisting with testing services such as soil & aggregate, concrete, hot mix asphalt, and performing special inspections and associated laboratory testing in New Hampshire, Massachusetts and Rhode Island.

#### NHDOT LPA & BRIDGE AID PROJECT EXPERIENCE:

- North Bridge Multi Use Trail Project, Keene, New Hampshire
- Court Street Bridge Replacement (Over Ashuelot River), Keene, New Hampshire
- · Broad Street Parkway, Nashua, New Hampshire
- Thompson Covered Bridge, West Swanzey, New Hampshire
- · Westport Road Bridge, Winchester, New Hampshire
- Union Street Bridge (Over Nubanusit Brook), Peterborough, New Hampshire
- Main Street Bridge (Over Contocook River) & Route 202/Retaining Wall,
   Peterborough, New Hampshire
- Bean Road Brook (Over Baboosic Brook) Replacement, Merrimack, New Hampshire
- McGaw Road over Baboosic Brook, Merrimack, New Hampshire
- · Queen City Bridge Repairs, Manchester, New Hampshire
- Bedford Road Bridge, Merrimack, New Hampshire
- Fay Martin Road (Over Tulley Brook), Richmond, New Hampshire
- · Willow Street (Over Beaver Brook), Pelham, New Hampshire
- West Street (Over Great Brook), Antrim, New Hampshire
- Bement Covered Bridge, Bradford, New Hampshire
- North Shore Road (Over Taylor Brook), Derry, New Hampshire
- North Shore Road (Over Tributary I to Beaver Lake), Derry, New Hampshire
- · Westville Bridge (Over Little River), Plaistow, New Hampshire
- Plaistow SRTS-A-A004 (363), 40312, Plaistow, New Hampshire
- · Depot Intersection Improvements, Salem, New Hampshire



## MICHAEL D. PLOOF, L.L.S. Surveyor / Project Manager / Partner

Mr. Ploof applies over 20 years of surveying experience to his position as an Owner / Partner of Fieldstone Land Consultants, PLLC. He is responsible for overseeing all aspects of Survey Operations, and is primarily involved with project proposals, contract negotiations, marketing, boundary & plan review, and survey personnel management. Mr. Ploof also continues to manage land development and construction related projects, coordinating field and office work, state and federal permitting, and representing clients before municipal boards.

#### Projects under his supervision include:

Harvey Construction Corporation of New Hampshire - Air Traffic Control Tower

- Layout air traffic control tower, base building, and construction baselines.
- Prepare as-built drawings post construction.
- Set new lease lot monuments.

Federal Aviation Administration - Air Traffic Control Tower

- Create a new lease lot for the proposed air traffic control tower and base building replacement project.
- Prepare and existing conditions plan for proposed building and utility planning.

Experience in hazardous materials surveying and mapping, member of HAZMAT Technician Team for such EPA superfund sites as:

- Woburn Industri-Plex Remediation Project, Woburn, MA
- Beede Waste Oil Site, Plaistow, NH
- Woburn Landfill, Woburn, MA

#### Additional Responsibilities:

- Chairman of the Fieldstone safety committee
- Field equipment and supplies purchaser/manager
- Field software and standards manager

#### Education:

Associates of Applied Science, Civil Engineering Technology, University of New Hampshire, Thompson School of Applied Science, 1990

Yearly seminars in surveying related subjects

#### **Professional Associations:**

Member of the Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE), current Member of the NH Land Surveyors Association (NHLSA), current

#### **Certifications / Awards:**

New Hampshire Licensed Land Surveyor, #946
O.S.H.A. Hazardous Materials Technician (29 CFR 1910.120) current
Received the NHLSA "Outstanding Survey Technician Award", December 2001



## CHRISTOPHER A. GUIDA, C.S.S., C.W.S. Certified Soil & Wetland Scientist / Partner

Mr. Guida applies over 20 years of environmental science experience to his position as an Owner / Partner of Fieldstone Land Consultants, PLLC. He is responsible for overseeing all aspects of environmental services offered by Fieldstone Land Consultants, PLLC. He interacts daily with a wide variety of clients, contractors, state and local officials. Mr. Guida is responsible for managing, scheduling and conducting all phases of project development, including marketing, field work, design, and project presentations to governing authorities.

#### Projects under his supervision and / or direct participation include:

HTA - Great Lakes Community College, Laconia, NH

 Hoyle, Tanner & Associates (HTA): Great Lakes Community College, Laconia NH – Detailed Parking Lot Survey and Existing Conditions Plan. Existing conditions survey included detailed location and depiction of site features which included sewer and drainage structures and inverts and wetland delineation.

Town of Atkinson, NH Woodlock Park Recreation Area – Pope Road, Atkinson, NH

• Wetland delineation and existing conditions survey of 21 acres+/- athletic fields, recreational areas and buildings and parking and roadway areas.

HTA - Town of Merrimack-Turkey Hill Road / Mcquestion Road / Souhegan River, Merrimack, NH

• Wetland delineation along Souhegan River and survey crew member for detailed route survey and in stream topography for bridge replacement design.

Pennichuck Water Works-North Conway, New Hampshire

• Water line route survey and wetlands delineation along Saco River. North Conway, NH

Quantum Construction Consultants, LLC/Town of Antrim- Water Street, Antrim, NH

 Wetland delineation along Contoocook River and field crew member for detailed route survey for road and bridge redesign and replacement.

#### **Education:**

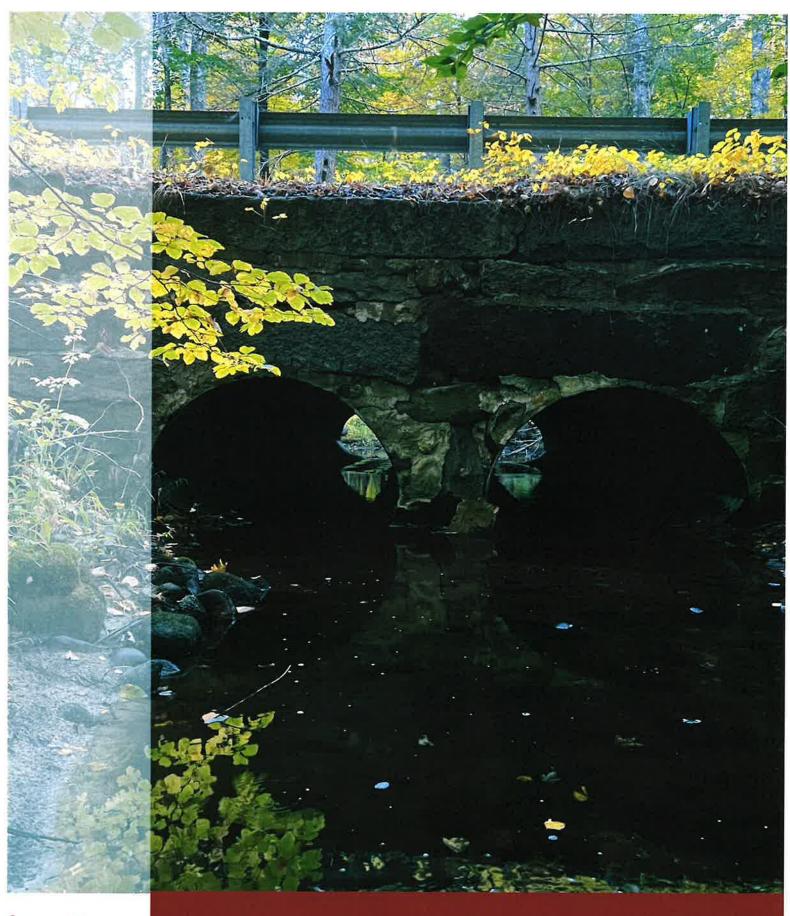
B.S. Water Resource Management, University of New Hampshire, 1990

#### **Professional Associations:**

New Hampshire Association of Natural Resource Scientists Society of Soil Scientist of Northern New England Granite State Designers and Installers Association

#### **Certifications:**

NH Certified Wetland Scientist #53
NH Certified Soil Scientist #91
NHDES Licensed Subsurface System Designer #1401
NH Certified Septic Evaluator #18
Massachusetts Certified Soil Evaluator #13488
U.S. Army Corps of Engineers Wetland Delineator Certification
O.S.H.A. 40 Hour HAZWOPER Certification





QUANTUM CONSTRUCTION CONSULTANTS, LLC

27 Locke Road, Concord, NH 03301 603-224-0859

#### Cash Flow Worksheet - Bridge Repair and Replacement Capital Reserve Fund (CRF)

Note:

A fill costs in 2013 dollars and do not include inflation.

A fill costs in 2013 dollars and do not include inflation.

A fill costs in 2013 dollars and do not include inflation.

A fill costs in 2014 dollars and do not include a fill and include a summed ROW. construction and construction entitiese.

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A fill cost include a summed ROW. construction and construction entitiese.

5. Estimated construction values have been inflation adjusted. (Adjusted for Daviet but 2-02-23)

A value in Sensible A fill construction values have been inflation adjusted. (Adjusted for Daviet but 2-02-23)

A value in Sensible A fill connectication.

8. Cost is for completion of BPR Culvert project (paving)

		Q1	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total		
	Start-up	2022	2022	2022	2022	2023	2023	2023	2023	2024	2024	2024	2024	2025	2025	2025	2025	Iotal		
Beginning Balance <sup>6</sup>	\$479,814.00																			
CRF Cash Paid In																				
Town CIP Funding				\$200,000.00				\$200,000.00				\$200,000,00				\$200,000.00		\$ 800,000.00		
PE and ROW NHDOT Reimbursement (Mont Vernon Road) <sup>6</sup>					\$143,609,60													\$ 143,609,60	MVR Total	\$ 976,561,60
Bid NHDOT Reimbursement (Mont Vernon Road)					V - 10,000.00	\$5,952.00												\$ 5,952.00	TFR Total	\$ 1,428,808.60
Const. NHDOT Upfront Payment (Mont Vernon Road)						40,000	\$377.500.00											\$ 377,500.00		V 4,,
Const. NHDOT Final Payment (Mont Vernon Road)							4011,000.00			\$377,500.00								\$ 377,500.00		
Const. ENG. NHDOT Reimb. Payment (Mont Vernon Road)										3377,200.00	\$72,000.00							\$ 72,000.00		
PE and ROW NHDOT Reimbursement (Thomton Ferry Road I) <sup>4</sup>								\$190.141.60			772,000.00							\$ 190,141,60		
Bid NHDOT Reimbursement (Thornton Ferry Road I)								\$190,141.60		\$5,952.00								\$ 5,952.00		
Const. MOBIL Reimb. (Thornton Ferry Road I)										\$5,752.00	*****	********								
Const. MOBIL Reimb. (I nomton Ferry Road I)  Const. ENG. NHDOT Reimb. Payment (Thornton Ferry Road I)											\$450,846.00	\$450,846.00	\$225,423.00		\$72,000.00			\$ 1,127,115.00 \$ 72,000.00		
															\$72,000.00					
LOMR NHDOT Reimb. Payment (Thornton Ferry Road I)				4												\$33,600.00		\$ 33,600.00		
Temporary Bridge Design and Bid Reimb. (Thorton Ferry Road 1)				\$27,765.60														_		
Other (specify)																		\$ .		
Other (specify)																		ş .		
Other (specify)																		ş .		
Other (specify)			1	1														S .		
Total	\$ -	S -	s -	\$227.765.60	\$143.609.60	\$ 5.952.00	\$377.500.00	\$390.141.60	s -	\$383.452.00	\$522.846.00	\$650.846.00	\$225.423.00	s .	\$ 72.000.00	\$ 233.600.00	s .	\$ 3.233.135.80		
CRF Cash Paid Out																				
Sprning Road Design		\$28,839.00																\$ 28,839.00		
Spring Road Construction <sup>6</sup>							\$120,000.00													
Sprning Road Bid Phase, and Construction Engineering Services <sup>6</sup>							\$12,500.00											\$ 12,500.00		
Preliminary Design Invoices (Mont Vernon Road)		\$35,084,50	\$35,084,50															\$ 70,169.00	MVR Total	\$ 1.013.841.00
Wetland Permit Fee (Mont Vernon Road)			\$500.00															\$ 500.00	TFR Total	\$ 1.431.076.00
Final Design Invoices (Mont Vernon Road)				\$23,646.00	\$23,646.00													\$ 47,292.00		
Easements (Mont Vernon Road)				\$1,000.00														\$ 1,000.00		
Bid Phase Invoices (Mont Vernon Road)					\$7,440.00													\$ 7,440.00		
Const. Engineering Invoices (Mont Vernon Road)							\$56,122,00	\$56,122,00	\$28,061.00									\$ 140,305,00		
Contractor Const. Invoices (Mont Vernon Road)							\$298,854.00	\$298,854.00	\$149,427.00									\$ 747,135.00		
Preliminary Design Invoices (Thornton Ferry Road I)		\$37,264.00	\$37,264.00	\$18,632.00														\$ 93,160.00		
Wetland Permit Fee (Thornton Ferry Road I)				\$500.00														\$ 500.00		
Final Design Invoices (Thornton Ferry Road I)						\$26,344,40	\$26,344,40	\$13,172,20										\$ 65.861.00		
Easements (Thornton Ferry Road I)						723/511116	\$5,000.00	920,012.00										\$ 5,000.00		
Bid Phase Invoices (Thornton Ferry Road I)							23,000.00		\$7,440.00									\$ 7,440.00		
Const. Engineering Invoices (Thornton Ferry Road I)									41/110100		\$36,000,00	\$36,000,00	\$18,000.00					\$ 90,000.00		
Contractor Const. Invoices (Thornton Ferry Road I)											\$450,846.00	\$450.846.00	\$225,423.00					\$ 1.127.115.00		
LOMR Invoices (Thornton Ferry Road I)															\$42,000.00			S 42.000.00		
Temporary Bridge Design and Bid (Thorton Ferry Road 1)				\$34,707.00											0.00,000.00			\$ 34,707.00		
Temporary Bridge Construction (Thorton Ferry Road 1)				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$288,512.00												S 288,512.00		
Temporary Bridge CE (Thorton Ferry Road 1)						\$19,504.00									\$42,000.00			S 61.504.00		
Townwide Engineering Study <sup>2</sup>						722,304.00	\$35,000,00								Ţ,000.00			\$ 35,000.00		
BPR Culvert Paving*							\$10.000.00											\$ 10.000.00		
Other (specify)			1	1														S .		
Other (specify)		ı	1	1	ľ	l						l			ľ	1		5 -		
	s .							\$368,148,20			\$486,846,00				\$84,000.00	\$0.00	\$0.00	\$ 3.035,979.00		



## Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Spring Rd. Culvert Repair Bids

Meeting Date: March 13, 2023

Department: Public Works

Staff Contact: Eric Slosek

#### **BACKGROUND INFORMATION:**

We received bids for the Spring Rd. culvert repair project. The same three vendors that bid on the Mont Vernon Rd. bridge construction project bid on this as well. The bid was also Neil H. Daniels at \$153,000. This is considerably higher than the \$82,000 estimate from Hoyle Tanner for this work. We have identified several areas that we think we can reduce costs. One of which is to close the road during this project. We seek approval from the BOS to have Hoyle Tanner contact all three bidders to allow them to revise their bids.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

Recommend allowing all three bidders the opportunity to revise their bids.

#### SUGGESTED MOTION:

I move to allow Hoyle Tanner to contact all three bidders and give them the opportunity to revise their bids.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

1. Spring Road Notice of Low Bid



February 24, 2023

Mr. Eric Slosek Public Works Director Town of Amherst 22 Dodge Road Amherst, NH 03031

Re: Bid Summary and Analysis

Spring Road over Unnamed Brook Hoyle Tanner Project No. 21.919108.00

#### Dear Eric:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) has reviewed the bids received for the above-referenced project. A tabulation of these bids and a bid analysis is enclosed for your review. The purpose of this letter is to summarize the bid results and to make recommendations prior to the Town deciding to award the project or reject the bids.

The bids were opened at 2:30 pm on February 23, 2023 through a Microsoft Teams Virtual Meeting. Three bid proposals were received, and the following is a summary of the results:

#### **Engineers Estimate:**

Hoyle, Tanner & Associates Inc.	Total Estimate with Contingency:	\$81,931.00
Neil H. Daniels, Inc.	Total Bid:	\$153,000.00
Northeast Earth Mechanics, LLC.	Total Bid:	\$173,935.00
New England Infrastructure Inc.	Total Bid:	\$333 333 33

All bids received were responsive and all three contractors are considered responsible since the bid documentation contained the required bid bond in the amount of 5% of the bid price as well as the necessary documentation of the required NHDOT Prequalification Status. Neil H. Daniels, Inc. (Daniels) is the low bidder, and their total bid price is \$71,069.00 higher than the January 2023 Engineer's Estimate, or 87% higher. Daniels is prequalified with NHDOT in the category of Bridge Construction. Hoyle Tanner finds Daniels to be a bridge contractor capable of performing the work required for this project.

The enclosed bid tabulation is based on multiplying the contract quantities by the bidders' submitted unit prices. There are no discrepancies between our bid tabulation and the bid schedule submitted by the bidders.

The number of competitive bids for this project is three. Bids were evaluated utilizing a level of significance of 2% of the low bid. Therefore, for this project the level of significance is \$3,060.00 meaning that any bid item which varies by more than +/- \$3,060 from the Engineer's Estimate should be independently evaluated. This level of significance percentage was selected based on FHWA Bid Analysis

guidelines rather than NHDOT guidelines due to the relatively small project size. There are 5 items that deviate from the Engineer's Estimate by more than this amount. All items were evaluated for reasonableness and unbalancing, and narratives addressing any deviations are provided in the enclosed bid analysis tabulation.

Timely repair of the Spring Road Culvert Headwalls is required to prevent further roadway sideslope erosion and potential undermining of the guardrail and roadway pavement. However, since the low bid is significantly higher than the Engineer's Estimate Hoyle Tanner cannot recommend award of the project prior to coordination with the Town and negotiation with Daniels on the following items:

#### Town of Amherst:

• The maximum permissible budget for this project should be determined. This value will be conveyed to Daniels during negotiations.

#### Daniels:

- The majority of the cost difference between Daniels' bid and the Engineers Estimate is in three items; Item 592.99 – Headwall (Contractor's Option), Item 619.1 – Maintenance of Traffic, and Item 692. – Mobilization.
  - Item 592.99: Hoyle Tanner recommends initiating discussions with Daniels on the pricing for this item including back-up for the assumed cost of water diversion. There may be schedule flexibility to complete this work during a period with no precipitation and very low flow.
  - o Item 619.1: Hoyle Tanner recommends initiating discussions with Daniels on the pricing for this item including back-up for the unit pricing. There may be some options for the Town to perform some of the maintenance of traffic work (provide signs, barrels, flaggers, etc.) or to provide short term roadway closures to eliminate some of this item cost.
  - O Item 692.: Daniels is the low bidder for the Mont Vernon Road over Ceasars Brook replacement project. If the Mont Vernon Road project is awarded to Daniels, there may be potential to lower the mobilization costs for this project. Since this project and the Mont Vernon Road project were bid as separate contracts, it is likely that Daniels included sufficient costs in Item 692 such that they would be able to adequately cover their mobilization costs if they were only awarded the Spring Road project.

Hoyle Tanner assumes that the above-described discussions with the Daniels are permissible under the Town of Amherst procurement regulations. Also, since this project does not include any NHDOT funding, authorization from NHDOT is not required to proceed.

If you have any questions or need further information, please feel free to contact me at (603) 460-5211.

Sincerely,

**HOYLE TANNER** 

Joseph C. Ripley, PE

Project Manager

**Enclosures** 

## Bid Tabulation Culvert Rehabilitation - Spring Road Over Unnamed Brook, Town of Amherst, NH 02/23/2023 at 2:30 PM EST

					stimate	Neil H. Dar	niels, Inc.	NorthEast Earth	Mechanics, LLC	New England Infrastructure, Inc.		
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
201.1	CLEARING AND GRUBBING (F)	Α	0.1	\$20,000.00	\$2,000.00	\$25,000.00	\$2,500.00	\$200,000.00	\$20,000.00	\$151,000.00	\$15,100.00	
207.3	UNCLASSIFIED CHANNEL EXCAVATION	CY	40	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$100.00	\$4,000.00	\$112.00	\$4,480.00	
304.4	CRUSHED STONE (FINE GRADATION) (F)	CY	10	\$40.00	\$400.00	\$65.00	\$650.00	\$100.00	\$1,000.00	\$170.00	\$1,700.00	
544.3	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	1000	\$4.00	\$4,000.00	\$0.01	\$10.00	\$2.00	\$2,000.00	\$6.00	\$6,000.00	
550.9	CMP PLATE REPAIR	SF	40	\$25.00	\$1,000.00	\$0.25	\$10.00	\$25.00	\$1,000.00	\$380.00	\$15,200.00	
583.1	RIPRAP, CLASS I	CY	5	\$50.00	\$250.00	\$100.00	\$500.00	\$100.00	\$500.00	\$580.00	\$2,900.00	
583.3	RIPRAP, CLASS III	CY	10	\$50.00	\$500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$320.00	\$3,200.00	
592.99	HEADWALL (CONTRACTOR'S OPTION)	CY	35	\$850.00	\$29,750.00	\$1,550.00	\$54,250.00	\$1,000.00	\$35,000.00	\$2,380.00	\$83,300.00	
593.411	GEOTEXTILE; PERM CONTROL CL.1, NON-WOVEN	SY	60	\$5.00	\$300.00	\$3.00	\$180.00	\$20.00	\$1,200.00	\$14.00	\$840.00	
606.91	RESETTING OR SETTING GUARDRAIL	LF	106	\$20.00	\$2,120.00	\$60.00	\$6,360.00	\$85.00	\$9,010.00	\$89.00	\$9,434.00	
618.7	FLAGGERS	HR	320	\$35.00	\$11,200.00	\$35.00	\$11,200.00	\$65.00	\$20,800.00	\$62.00	\$19,840.00	
619.1	MAINTENANCE OF TRAFFIC	U	1	\$2,000.00	\$2,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$26,149.33	\$26,149.33	
645.0002	SEDIMENTATION BASIN	U	1	\$2,000.00	\$2,000.00	\$10.00	\$10.00	\$10,000.00	\$10,000.00	\$1,650.00	\$1,650.00	
645.0011	TURBIDITY CURTAIN	MO	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$3,060.00	\$6,120.00	
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	160	\$5.00	\$800.00	\$5.00	\$800.00	\$4.00	\$640.00	\$30.00	\$4,800.00	
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	130	\$8.00	\$1,040.00	\$6.00	\$780.00	\$10.00	\$1,300.00	\$10.00	\$1,300.00	
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	
645.72	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	EA	7	\$150.00	\$1,050.00	\$350.00	\$2,450.00	\$175.00	\$1,225.00	\$660.00	\$4,620.00	
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM	SY	160	\$5.00	\$800.00	\$20.00	\$3,200.00	\$11.00	\$1,760.00	\$20.00	\$3,200.00	
692	MOBILIZATION	U	1	\$6,771.00	\$6,771.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$116,000.00	\$116,000.00	
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	1500	\$1.00	\$1,500.00	\$1.00	\$1,500.00	\$1.00	\$1,500.00	\$1.00	\$1,500.00	
		Bas	e Bid Total:		\$74,481.00		\$153,000.00		\$173,935.00		\$333,333.33	

 Contingency:
 10%
 \$7,450.00

 Construction Total:
 \$81,931.00

#### BID ANALYSIS

Culvert Rehabilitation - Spring Road Over Unnamed Brook, Town of Amherst, NH

Amherst, NH

						ENGINE	ER'S ESTIMATE		OW BID H. DANIELS	LOW BID ITEM	DIFFERENCE AS % OF THE TOTAL	
ITEM NO.	DESCRIPTION	QUAN	TITY	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	DIFFERENCE	BID	REMARKS		
201.1	CLEARING AND GRUBBING (F)	0.1	Α	\$20,000.00	\$ 2,000.00	\$25,000.00	\$ 2,500.00	+ \$500.00	0.3%	1		
207.3	UNCLASSIFIED CHANNEL EXCAVATION	40	CY	\$50.00	\$ 2,000.00	\$40.00	\$ 1,600.00	-\$400.00	-0.3%	1		
					\$ 400.00		\$ 650.00					
304.4	CRUSHED STONE (FINE GRADATION) (F)	10	CY	\$40.00	\$ 400.00	\$65.00	\$ 650.00	+ \$250.00	0.2%	1		
544.3	REINFORCING STEEL (CONTRACTOR DETAILED)	1,000	LB	\$4.00	\$ 4,000.00	\$0.01	\$ 10.00	-\$3,990.00	-2.6%	Based on discussions with the Contractor, they propose to use the mortared rubble masonry headwall option which would not require this item.		
										Based on discussions with the Contractor, they propose to use the mortared		
550.9	CMP PLATE REPAIR	40	SF	\$25.00	\$ 1,000.00	\$0.25	\$ 10.00	-\$990.00	-0.6%	rubble masonry headwall option which would not require this item.		
583.1	RIPRAP, CLASS I	5	CY	\$50.00	\$ 250.00	\$100.00	\$ 500.00	+ \$250.00	0.2%	1		
583.3	RIPRAP, CLASS III	10	CY	\$50.00	\$ 500.00	\$100.00	\$ 1,000.00	+ \$500.00	0.3%	1		
592.99	HEADWALL (CONTRACTOR'S OPTION)	35	CY	\$850.00	\$ 29,750.00	\$1,550.00	\$ 54,250.00	+ \$24,500.00	16.0%	This is a well defined item. Our calculations for this item have been re- checked and verified. The contractor may have placed additional costs here for risk associated with in water work or based on the condition of the existing culverts.		
332.33	GEOTEXTILE; PERM CONTROL CL.1, NON-	33	CI	3830.00	3 25,730.00	\$1,550.00	3 34,230.00	+ 324,300.00	10.076	existing curverts.		
593.411	WOVEN	60	SY	\$5.00	\$ 300.00	\$3.00	\$ 180.00	-\$120.00	-0.1%	1		
606.91	RESETTING OR SETTING GUARDRAIL	106	LF	\$20.00	\$ 2,120.00	\$60.00	\$ 6,360.00	+ \$4,240.00	2.8%	This is an item with well defined limits. The contractor may be subcontracting this work which may increase their cost.		
618.7	FLAGGERS	320	HR	\$35.00	\$ 11,200.00	\$35.00	\$ 11,200.00	\$0.00	0.0%	1		
619.1	MAINTENANCE OF TRAFFIC	1	U	\$2,000.00	\$ 2,000.00	\$35,000.00	\$ 35,000.00	+ \$33,000.00	21.6%	Hoyle Tanner suggests that this item be discussed with the Contractor to determine what assumptions / risks are carried in this item and if changes to the contract can reduce this cost. The average of the B and C bidders for this item is \$25,500 which is also substantially higher than our Engineer's estimate.		
645.0002	SEDIMENTATION BASIN	1	U	\$2,000.00	\$ 2,000.00	\$10.00	\$ 10.00	-\$1,990.00	-1.3%	Based on discussions with the Contractor, they propose to use the mortared rubble masonry headwall option which may not require this item.		
045.0002	SEDIMENTATION BASIN	1	U	\$2,000.00	\$ 2,000.00	\$10.00	\$ 10.00	-\$1,990.00	-1.5%	rubble masonry neadwan option which may not require this item.		
645.0011	TURBIDITY CURTAIN	2	МО	\$1,000.00	\$ 2,000.00	\$500.00	\$ 1,000.00	-\$1,000.00	-0.7%	1		
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	160	SY	\$5.00	\$ 800.00	\$5.00	\$ 800.00	\$0.00	0.0%	1		
	·									1		
645.512	COMPOST SOCK FOR PERIMETER BERM	130	LF	\$8.00	\$ 1,040.00	\$6.00	\$ 780.00	-\$260.00	-0.2%	1 This is a well defined item with no chance of quantity overrun. The low bid		
645.7	STORM WATER POLLUTION PREVENTION PLAN	1	U	\$3,000.00	\$ 3,000.00	\$5,000.00	\$ 5,000.00	+ \$2,000.00	1.3%	price is less than the B and C bidders. The low bid price is also the same price used by this contractor for Mont Vernon Road bid results and may reflect general industry pricing changes for this item.		
645.72	MONITORING SWPPP AND EROSION AND	7	EA	Ć450.00	4 050 00	£250.00	¢ 2.450.00	+ \$1,400.00	0.9%			
645.72	SEDIMENT CONTROLS TURF ESTABLISHMENT WITH MULCH,	/	EA	\$150.00	\$ 1,050.00	\$350.00	\$ 2,450.00	+ \$1,400.00	0.9%	1		
646.51	TACKIFIERS AND LOAM	160	SY	\$5.00	\$ 800.00	\$20.00	\$ 3,200.00	+ \$2,400.00	1.6%	1		
692.	MOBILIZATION	1	U	\$6,771.00	\$ 6,771.00	\$25,000.00	\$ 25,000.00	+ \$18,229.00	11.9%	This item is approximately 16% of the Contractor's bid which is more than a typical industry wide average of 10%. The contractor may be increasing this item to account for contractor risk associated with in-water work or the condition of the existing culverts. Hoyle Tanner suggests that this item be discussed with the Contractor to determine what assumptions/ risks are carried in this item and if changes to the contract can reduce this cost.		
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	1,500	Ś	\$1.00	\$ 1,500.00	\$1.00	\$ 1,500.00	\$0.00	0.0%	1		
699.	DEDINIENT CONTROL	1,500	\$	\$1.00	, 1,500.00	\$1.00	ş 1,500.00	\$0.00	0.0%	1		

TOTAL \$ 74,481.00 \$ 153,000.00

% OF LOW BID USED TO IDENTIFY ITEMS OF SIGNIFICANCE 2% OR \$ 3,060.00



### Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Spring Rd. Microsurfacing Bid

Meeting Date: March 13, 2023

Department: Public Works

Staff Contact: Eric Slosek

#### **BACKGROUND INFORMATION:**

We recently solicited bids for our Spring Rd. Micro-Surfacing project. The bid opening was February 28 at 11am. We only received one bid for this project. The bid received was from Indus. Indus is prequalified to bid on NH DOT micro-surfacing projects, and is the only company local to our area that we could identify. We did solicit other companies not local to this area. Our bid was advertised on several electronic platforms, including the Town Website, NHMA, Construction Summary, and Dodge Data & Analytics.

The bid submitted totaled \$298,788.54. This was considerably higher than we were anticipating. We contacted Indus to find out why the cost was much higher than anticipated. We believe they may have made a mistake with their proposal. We have also contacted the other companies we solicited directly to determine why they did not bid. As of the time this report was submitted, we had not heard back from Indus or the other vendors.

We intend to put this work back out to bid in hopes of receiving a bid closer to what we were anticipating. Microsurfacing would be a very good treatment candidate for Spring Rd., assuming pricing is not greater than conventional methods such as an asphalt overlay.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

Rebid project

#### **SUGGESTED MOTION:**

None

#### TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



### Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Elderly Tax Deferral

Department: Tax Collector

Meeting Date: March 13, 2023

Staff Contact: Gail Stout

#### **BACKGROUND INFORMATION:**

The 2022 Elderly Tax Deferral application has been reviewed by the Tax Collector and all criteria have been met.

Approval has been recommended.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

To Approve and sign.

#### SUGGESTED MOTION:

I move to approve and sign the 2022 Elderly Tax Deferral Application for Map 5, Lot 114 in the amount of \$3,652.

#### **TOWN ADMINISTRATOR RECOMMENDATION:**

#### ATTACHMENTS:

- 1. RSA72 38 a Tax Deferral for Elderly and Disabled
- 2. Elderly Tax Deferral Confidential BOS March 13 2023

### TITLE V TAXATION

## CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

#### **Property Taxes**

Section 72:38-a

#### 72:38-a Tax Deferral for Elderly and Disabled. -

- I. Any resident property owner may apply for a tax deferral if the person:
- (a) Is either at least 65 years old or eligible under Title II or Title XVI of the federal Social Security Act for benefits for the disabled; and
- (b) Has owned the homestead for at least 5 consecutive years if the person qualifies as an elderly applicant, or has owned the homestead for at least one year if the person qualifies as a disabled applicant; and
- (c) Is living in the home.

The assessing officials may annually grant a person qualified under this paragraph a tax deferral for all or part of the taxes due, plus annual interest at 5 percent, if in their opinion the tax liability causes the taxpayer an undue hardship or possible loss of the property. The total of tax deferrals on a particular property shall not be more than 85 percent of its equity value. The total of tax deferrals shall be determined by the following formula:

Assessed Value = Equalized Assessed Value

**Equalization Ratio** 

Equalized Assessed Value - Total of Priority Liens = Equity Value

Equity Value X .85 = Total Amount Which May be Deferred

At any time during the tax deferral process, the governing body may consider an abatement pursuant to RSA 76:16.

II. A tax deferral shall be subject to any prior liens on the property and shall be treated as such in any foreclosure proceeding.

II-a. No person shall be entitled to the deferral under this section unless the person has filed with the selectmen or assessors, by March 1 following the date of notice of tax under RSA 72:1-d, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the deferral is claimed and that the applicant is duly qualified at the time of application. Any person who changes residence after filing such a permanent application shall file an amended permanent application on or before December 1 immediately following the change of residence. The filing of the permanent application shall be sufficient for said persons to receive a deferral on an annual basis so long as the applicant does not change residence; provided, however, that towns and cities may require an annual application for the tax deferral authorized for the elderly and disabled by this section. The form shall include the following and such other information deemed necessary by the commissioner:

- (a) Instructions on completing and filing the form, including an explanation of the grounds for requesting a deferral.
- (b) Sections for information concerning the applicant, the property for which the relief is sought, and other properties owned by the person applying.
- (c) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or in part.

  (d) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.
- III. If the property is subject to a mortgage, the owner must have the mortgage holder's approval of the tax deferral. Such approval does not grant the town a preferential lien.

IV. When the owner of a property subject to a tax deferral dies, the heirs, heirs-at-law, assignee, or devisee shall have first priority to redeem the estate by paying in full the deferred taxes plus any interest due. If the heirs, heirs-at-law, assignees, or devisees do not redeem the property within 9 months of the date of death of the property owner, the municipality may commit the accrued amount of the deferral to the collector of taxes with a warrant signed by the assessing officials requiring him or her to collect it; and the collector of taxes shall have the same rights and remedies in relation thereto as provided in RSA 76:13 and RSA 80. Prior to holding a tax sale or executing a priority tax lien under RSA 80:59, the collector shall, at least 30 days prior to such tax sale or tax lien execution, send notice by certified or registered mail, to the last known post office address of the current owner, if known, or to the last known address of the deceased taxpayer, and to all mortgagees from whom permission has been sought pursuant to paragraph III of this section. Any person with a legal interest in the property may redeem it, either prior to the tax sale or tax lien execution, or subsequently as set forth in RSA 80:32 or RSA 80:69.

IV-a. When the owner of a property subject to a tax deferral sells or otherwise conveys the property, the owner or grantee shall pay in full the deferred taxes plus any interest due and the municipality shall provide recorded written release or satisfaction of the notice of tax deferral. If the owner or grantee, who shall be deemed to have notice of and shall take title to the property subject to the notice of tax deferral, does not pay the accrued amount on the property within 9 months of the date of sale or conveyance of the property, the municipality may commit the accrued amount of the deferral to the collector of taxes with a warrant signed by the assessing officials requiring him or her to collect it; and the collector of taxes shall have the same rights and remedies in relation thereto as provided in RSA 76:13 and RSA 80. Prior to holding a tax sale or executing a priority tax lien under RSA 80:59, the collector shall, at least 30 days prior to such tax sale or tax lien execution, send notice by certified or registered mail, to the last known post office address of the current owner, if known, or to the last known address of the taxpayer who received the deferral, and to all mortgagees from whom permission has been sought pursuant to paragraph III of this section. Any person with a legal interest in the property may redeem it, either prior to the tax sale or tax lien execution, or subsequently as set forth in RSA 80:32 or RSA 80:69.

V. The assessing officials shall file notice of each tax deferral granted, within 30 days, with the registry of deeds of the county in which the property is located to

VI. When a taxpayer appeals the denial of a deferral application to the superior court or board of tax and land appeals, the court or board may reverse or affirm, wholly or partly, or may modify the decision brought up for review when there is an error of law or when the court or board is persuaded by the balance of probabilities, on the evidence before it, that said decision is unreasonable.

Source. 1973, 452:1. 1975, 214:1. 1977, 54:1; 591:1-3. 1981, 374:1. 1983, 155:3. 1994, 390:1. 1995, 265:7. 1997, 37:1. 2003, 299:12, eff. April 1, 2003; 299:13, eff. April 1, 2005. 2013, 141:1, eff. Jan. 1, 2014.



## Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department: Assessing

Meeting Date: March 13, 2023 Staff Contact: Michele Boudreau

#### BACKGROUND INFORMATION:

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

#### SUGGESTED MOTION:

#### **Veteran Tax Credit**

**Item A.** I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28-b for the 2023 tax year.

#### Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends approval. Therefore, I move to approve the Veteran Tax Credit for Map 004, Lot 034-014 commencing in Tax Year 2023.

#### Solar Exemption

**Item B.** I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

#### Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$17,500 for Map 002, Lot 173-012 commencing in tax year 2023.

#### **Abatement**

**Item C.** A review of this account has determined an overcharge of interest on the December 2021 property tax invoice that remained outstanding and consequently caused a lien to be placed on the balance due in the amount of \$ 315.06. The interest charge and the offsetting payment have been appropriately corrected. To meet the requirements of the auditors, an abatement of the outstanding lien is required to remove this amount from the Tax Collector's records.

**Suggested Motion:** The Tax Collector has reviewed and corrected the interest charged on this property. Therefore, I move to approve and sign an abatement in the amount of \$315.06 for Map 005 Lot 026-001 to remove the balance due on the 2021 tax lien.

**Item D.** The taxpayers have appealed the assessment of their property because the basement area is not finished living space and the lot size is 1.3 acres not 1.75 acres as we have it assessed for. They have provided a partial septic design which has the acreage noted as 1.3. If they provide an actual survey of the property which indicates a size of 1.3 acres, I will update the assessing record accordingly.

This property was inspected by the assessor, Todd Haywood on February 27, 2023, because of this abatement request. The result was the basement is not a finished living area, the single-story area is noted as the finished first floor is unfinished and unheated. I changed the sketch code from the first floor living area to an enclosed porch. Additionally, the interior is somewhat dated, 30+- years old in the kitchen & baths. I changed the condition for age to average.

#### **Suggested Motion:**

This abatement application is for a single-family home on a 1.3-acre site. The Assessor reviewed the application and determined there were several areas needing adjustment as described in the above memo. After adjustments, the assessment was reduced by \$42,800, from \$492,000 to \$449,200. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2022 for Map 006, Lot 074-009 in the amount of \$904.00 plus any applicable interest/fees.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. Item A Confidential
- 2. Item B Confidential
- 3. Item C Confidential
- 4. Item D Confidential



## Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Milford Rotary Raffle Permit, 100 **Department:** Administration

Holes of Golf

Meeting Date: March 13, 2023 Staff Contact:

#### **BACKGROUND INFORMATION:**

THe Milford Rotary's Annual 100 Holes of Golf will be held Friday June 16, 2023, rain or shine. Raffle ticket sales commence April 5.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

#### SUGGESTED MOTION:

I move to approve the permit for the sale of raffle tickets for the Mllford Rotary's Annual 100 Holes of Golf, sales to begin April 5 and prizes to be awarded at the event June 16, 2023.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. Milford Rotary Annual 100 Holes of Golf, Raffle Permit completed form 2023
- 2. 100 holes of golf raffle ticket 2023

## TOWN OF AMHERST, NH



2 Main Street Amherst, NH 0301 Tel: (603) 673-6041 Fax: (603) 673-6794

## RAFFLE PERMIT APPLICATION

#### RAFFLE PERMIT NH RSA 287-A

RSA 287-A allows raffles to be conducted by charitable, religious, educational charitable, civic, veteran and fraternal organizations, or political committee or party to promote the purposes for which they are organized. Tickets shall be sold only to person 16 years of age or older. Tickets must have printed on their face, the name of the organization, date, and place of the drawing, the prize(s) to be awarded and the amount of the donation. Permits are required to be issued for raffles by the Selectmen of the Town where the drawing for the prize(s) are to be held. Raffle tickets that are sold at an event lasting 12 hours or less do not need to obtain a raffle permit.

Contact Person: PATRICIA MACINTYRE	E mail A ddress: PATTYAMAC@COMCAST.NET
Where in Amherst NH will ticket sa	les occur? TICKET SALES ARE THROUGHOUT LOCAL SOUHEGAN VALLEY TOWNS
Date and Location of Drawing:	E 16, 2023 AT THE AMHERST COUNTRY CLUB
Items to be raffled: _TEN TOTAL PRIZES	- FIVE OF \$500, ONE OF \$750, ONE OF \$1,000, ONE OF \$1,250, ONE OF \$2,000 AND
one of \$5,000.	
PERMIT # This lice	ense is valid for the following dates:
A pproved by the A mherst B oard of	Selectmen:
Date I are Desired Chair	Tom Grella, Vice-Chair
Peter L yon, Board Chair	
Danielle Pray, Clerk	John D'Angelo, Member





#### Connect With Us – We Are People of Action

Rotary is where neighbors, friends, and problem-solvers share ideas, join leaders, and take action to create lasting change.
To learn more, and join us at a meeting on Wednesday's at noon, email us at membership@milfordrotaryclub.org or check us out at: https://portal.clubrunner.ca/2944/

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Proceeds from the 100 Holes of Golf benefit thousands of area residents through grants and scholarships made by the Milford Rotary Club. Since its first year, the tournament has raised well over \$1,500,000 that has remained right here in our communities, benefiting people of all ages, supporting essential local services, providing scholarship funds and helping a variety of non-profits offer new programs and strengthen their operations.



HELD AT THE
AMHERST COUNTRY CLUB
AMHERST, NH

#### A FUNDRAISING EFFORT OF

THE MILFORD, NH ROTARY CLUB F/B/O THE MILFORD ROTARY CLUB FOUNDATION

FRIDAY JUNE 16, 2023

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www.Golf100Holes.com

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1ST PRIZE

 2ND PRIZE
 \$2,000.00

 3RD PRIZE
 \$1,250.00

 4TH PRIZE
 \$1,000.00

 5TH PRIZE
 \$750.00

 6TH- 10TH PRIZE
 \$500.00

Attendance not required to win

#0000 Page 144 of 159

\$5,000.00

**EACH** 

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#00001



### Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Amherst Garden Club Raffle Permit **Department:** Administration

Application

Meeting Date: March 13, 2023 Staff Contact:

#### **BACKGROUND INFORMATION:**

The Amherst Garden Club would like to sell raffle tickets from April 1-May 14, 2023. The drawing will take place at the Annual Plant Sale at Wilkins School at noon on May 13, 2023.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

#### SUGGESTED MOTION:

I move to approve the raffle permit application from the Amherst Garden Club, selling raffle tickets from April 1 to May

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

1. 4973\_001

#### TOWN OF AMHERST, NH



2 Main Street Amherst, NH 0301 Tel: (603) 673-6041 Fax: (603) 673-6794

#### RAFFLE PERMIT APPLICATION

#### **RAFFLE PERMIT NH RSA287-A**

RSA 287-A allows raffles to be conducted by charitable, religious, educational charitable, civic, veteran and fraternal organizations, or political committee or party to promote the purposes for which they are organized. Tickets shall be sold only to person 16 years of age or older. Tickets must have printed on their face, the name of the organization, date, and place of the drawing, the prize(s) to be awarded and the amount of the donation. Permits are required to be issued for raffles by the Selectmen of the Town where the drawing for the prize(s) are to be held. Raffle tickets that are sold at an event lasting 12 hours or less do not need to obtain a raffle permit.

Name of Organization: THE AMHERST GARDEN CLUB
Contact Person: MARTI WARREN Email Address Martiwaveneconcast.
Best phone number for contact: 603-566-1780
This license is requested for the following dates: APRIL 1 thro MAY 14 2023
Where in Amherst NH will ticket sales occur? By individuals; at club Meetings; at Plant Sale Frent; FACE Date and Location of Drawing WILKIUS SCHOOL - FRONT FIELD - MAY 13 PM
Date and Location of Drawing WILKINS SCHOOL - FRONT FIELD - MAY 13 @ W
Items to be raffled: 3 hand made adirondack wooden chair
each hard painted with a floral design.
Approved by the Amherst Board of Selectmen:
Peter Lyon, Board Chair Tom Grella, Vice-Chair
Danielle Pray, Clark  John D'Angelo, Member
William Stoughton, Member



### Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Payroll, AP and Minutes Department: Administration

**Meeting Date:** March 13, 2023 **Staff Contact:** 

#### **BACKGROUND INFORMATION:**

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

#### SUGGESTED MOTION:

#### **Approvals:**

#### **Payroll**

**PR1~** I move to approve one (1) FY23 Payroll Manifest in the amount of \$234,806.72 dated February 23, 2023, subject to review and audit.

**PR2**~ I move to approve one (1) FY23 Payroll Manifest in the amount of \$256,476.31 dated March 4, 2023, subject to review and audit.

#### **Accounts Payable**

- **AP1** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$625.00 dated February 28, 2023, subject to review and audit. (Vendors)
- **AP2** ~I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$316,365.74 dated February 28, 2023, subject to review and audit. (Vendors)
- **AP3**~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$2,981,010.00 dated March 1, 2023, subject to review and audit. (Schools)
- **AP4** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$40,306.65 dated February16, 2023, subject to review and audit. (NH DMV)
- **AP5** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$31,619.73 dated March 8, 2023, subject to review and audit. (NH DMV)

#### **Minutes**

- ~ I move to approve the Board of Selectmen meeting minutes of February 8, 2023.
- ~ I move to approve the Board of Selectmen meeting minutes of February 21, 2023.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. 2023.02.08 BOS MINUTES, DRAFT JS
- 2. 2023.02.21 BOS\_DRAFT\_dp



# Town of Amherst, NH BOARD OF SELECTMEN MEETING MINUTES

## Souhegan High School 412 Boston Post Road Wednesday, February 8, 2023, 6:30PM

1	1. Can to Oruci
2	Chairman Peter Lyon called the meeting to order at 6:30 p.m.
3	
4	Attendees: Chairman Peter Lyon, Selectman Tom Grella, Selectman John D'Angelo,
5	Selectman Bill Stoughton, and Selectman Danielle Pray.
6	
7	Also present: Town Administrator Dean Shankle and Executive Assistant Jennifer Stover
8	
9	The meeting was immediately recessed until the conclusion of the deliberative session,
10	
11	At 12:05 a.m. the meeting was called back into order by Chairman Lyon.
12	
13	The board agreed not to support this article as amended by a vote of 0-5-0.
14	A MOTION AND IN THE LONG OF TH
15	A MOTION was made by Selectman Gella and SECONDED by Selectman Stoughton to
16	adjourn the meeting at 12:11 p.m.
17	Voting: 5-0-0; motion carried unanimously.
18	
19	
20	NEXT MEETING: Tuesday, February 21, 2023
21	
22	
23	
24	
25	Selectman Danielle Pray Date



35

essentially not a cap.

# Town of Amherst, NH BOARD OF SELECTMEN MEETING MINUTES

## Barbara Landry Meeting Room 2 Main Street Tuesday, February 21, 2023, 6:30PM

1	Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 3	Selectman Grella, and Selectman Danielle Pray
4	Also present: Town Administrator Dean Shankle
5	
6	1. Call to Order
7	Chairman Peter Lyon called the meeting to order at 6:30 p.m.
8	
9	2. Pledge of Allegiance – led by Police Chief Mark Reams.
10	
11	3. Public Hearing
12	3.1 Public Hearing, Citizen Petitioned Warrant Article: Tax Cap
13	
14	Chairman Lyon read the Tax Cap Warrant Article, as amended at Deliberative Session into
15	the record:
16	
17	ARTICLE 36: Tax Cap – PETITION WARRANT ARTICLE
18	Shall the Town adopt the provisions of RSA 32:5-b, and implement a tax cap whereby the
19	governing body (or budget committee) shall not submit a recommended budget that increases
20	the amount to be raised by local taxes, based on the prior fiscal year's actual amount of local
21	taxes raised, by more than 100%?
22	(3/5 Majority Vote Required).
23	(The Board of Selectmen does not support this article by a vote of 0-5-0.)
24	(The Ways and Means Committee does not support this article by a vote of 0-6-0.)
25	
26	A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to enter
27	into a Public Hearing.
28	Voting: 5-0-0; motion carried unanimously.
29	
30	Russ Hodgkins reviewed a copy of the briefing he made at Deliberative Session on this item.
31	This has been updated to reflect the changes made on the floor of Deliberative Session. If the
32	tax cap was adopted, budget increases on an annual basis would not be able to exceed the tax
33	cap, without an override. This tax cap would not affect budgets until July 2024. This is a

36
 37 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to close
 38 the Public Hearing.

transparent metric to increase taxes. The tax cap, as amended at Deliberative Session, is

T 7 . •	T 0 0		. ,		1
Voting:	7-11-11:	motion	carried	unanimous	n
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#### 4. Citizen's Forum

Doug Chabinsky, 89 Boston Post Road, stated that he is aware a traffic study for the Village streets has been completed. He asked when this would be reviewed with residents.

Town Administrator Shankle stated that the report is similar to one that the Town has had in the past. He spoke with NRPC, and pedestrian counts were not added to the report as recommended. This needs to be completed but a conversation could be had with residents in the meantime. He noted that a conversation with Town Counsel regarding marking some streets in the Village as "No Thru Trucking" roads could be considered. The Board could also consider weight limits for some Village roads. The issue with both of those ideas is enforcement. There is an additional, broader study being done of the Village streets by Mobycon, through the Bicycle & Pedestrian Advisory Committee, but this will likely not be

Mobycon, through th complete until April.

Chairman Lyon asked if the Board would like to wait for the broader study in order to better address resident concerns. Selectman Stoughton stated that it would make sense for resident input to be considered as part of the Mobycon study. Chairman Lyon explained that Mobycon will likely be hosting another public input session in the beginning of April.

 Doug Chabinsky stated that he attended the first public input session hosted by Mobycon. It was not well advertised. Residents of the Village are angry, and some are considering moving, as the area is no longer safe and peaceful. The character of the Village has changed due to recent construction around Town. He suggested that the Board meet with residents as soon as possible to discuss short-term strategies.

Selectman Grella stated that he would like to speak with the residents of the Village soon and that letters should be sent to each homeowner regarding a date for that meeting.

Selectman D'Angelo suggested that a Mobycon representative could be invited to the meeting with the Village residents, in hopes of better informing their study.

Selectman Pray agreed with meeting with the residents and suggested that residents come to the meeting with some ideas for solutions to consider.

The Board agreed to schedule a meeting as soon as possible.

# 5. Board Approval: Donation to the Conservation Commission5.1 Donation to the Conservation Commission

Chairman Lyon noted that the Board cannot act on this donation this evening, as it is in excess of \$5,000. A public hearing will be scheduled at a later date for this item.

#### 6. Administration

#### **6.1.** Administrative Updates

Town Administrator Shankle explained that he heard from DPW Director, Eric Slosek, that the Town's CMAQ application looks promising. Due to the number of applications received

**BOARD OF SELECTMEN MEETING MINUTES** 

this year, all applications are being considered for funding. This funding would be used for a side path extension from the Amherst Street stoplight to the bridge. In order to be eligible for the grant, the Town must prove that this proposal will improve air quality in the Town.

Town Administrator Shankle stated that it is yet unclear the exact extent of the septic system issue at Baboosic Lake. More testing is needed. It is also unclear if insurance will cover this item.

Town Administrator Shankle explained that the Town received \$60,000 from Comcast, which will be used to update its video equipment.

#### **6.2** New Attorney Engagement Letter

Town Administrator Shankle explained that the Town received four proposal for new attorneys. Three of these companies were interviewed by the Chairman of the Board of Selectman, and the Chair of the Planning Board. Based on those interviews, he is recommending the Town engage DrummondWoodsum as the Town attorney.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to authorize the Town Administrator to sign the engagement letter with DrummondWoodsum attorneys.

*Voting: 5-0-0; motion carried unanimously.* 

#### **6.3** Focused Site Investigation Update

Town Administrator Shankle explained that the final focused site investigation report has been sent to the State. It will likely take about a month for this to be reviewed. He noted that, although those affected have been hooked up to Pennichuck Water, all of those previously receiving bottled water will continue to have this delivered until information regarding the Town's responsibility is reported. The State could also request additional studies.

#### 6.4 Proposed Sick Leave Policy Amendment

Town Administrator Shankle stated that many departments have been dealing with the Sick Leave Policy differently, and there are amendments being proposed to handle this.

Police Chief Reams explained that the policy is not being handled consistently among departments. Eric Slosek, Amy Lapointe, and himself have been meeting to discuss potential amendments. He explained that the goal is to establish uniformity across departments. He noted that employees were previously required to contribute some of their time to the sick leave bank, while being paid out for the rest. This was recently amended, per a memo from March 9, 2020, so that all new employees can be paid out for all of their days, without donating any to the sick leave bank. This is a disadvantage to long-term employees, who are left with the responsibility to place time into the sick leave bank. There is no incentive or requirement for new employees to bank some of their sick time, and those that then need the sick bank have no cushion to supplement their pay. He explained that, in a comparison to other communities, other towns pay out for sick or earned time and most afford their employees more time out of the gate. Amherst offers new employees 7 days, while Milford offers 8, and most others offer 12. Hollis pays out for up to 500 hours or earned time, while

**BOARD OF SELECTMEN MEETING MINUTES** 

132	Amherst is capped at 240 hours. He stated that Amherst is behind the curve, in terms of these
133	benefits.
134	
135	Eric Slosek stated that the proposed changes to this policy may make Amherst slightly more
136	competitive in terms of attracting and retaining workers.
137	
138	In response to a question from Selectman Grella, Chief Reams stated that the union contract is
139	silent on sick leave time, and so will follow the Town's policy.
140	
141	In response to a question from Selectman Pray regarding the proposed policy amendments,
142	Chief Reams explained that sick time uses are clarified, and unused sick bank hours are paid
143	out at separation instead of lost.
144	
145	Selectman Stoughton asked what the potential unfunded liability could be to the Town from
146	this proposal. Debbie Bender, Finance Director, explained that the cost is approximately
147	\$194,000 if all employees were to leave the Town and be paid out for their sick bank hours.
148	However, the amount in wages not paid in that scenario would likely cover this cost.
149	
150	Selectman Stoughton stated that he is not prepared to vote on this item tonight, as it seems to
151	be part of a larger issue. The Board also still needs to discuss the potential of joining into the
152	NH Retirement system. He noted that he would like a chance to review all of the data that was
153	included as part of this presentation.
154 155	In response to a question from Chairman Lyon, Debbie Bender stated that the Town could
156	budget for accumulated vacation time as an unfunded liability as well.
157	budget for accumulated vacation time as an unfulled habinty as well.
158	Selectman D'Angelo noted that he is okay with bringing the Town's benefits up to par, in
159	hopes of being more competitive in attracting and retaining employees. If the Town does
160	decide to move to the NH Retirement system, it will need to review all of the benefits anyway.
161	decide to move to the ivitation of the solicitis any way.
162	There was consensus on taking additional time to review the documents that were included as
163	part of this proposal. Chairman Lyon noted that the Board could choose to make an
164	amendment to the policy retroactive, in order to aid any employees that retire between now
165	and then.
166	
167	Town Administrator Shankle noted that the memo from 2020 came from his previous
168	Executive Assistant and not from him. He is unclear why it was sent, as it is not consistent
169	with the existing policy. The Board could choose to affirm the existing policy this evening.
170	
171	Executive Assistant Jennifer Stover noted that the Town has been operating under the practice
172	of the policy as outlined in the 2020 memo and it may be a disadvantage to change that while
173	discussion is still ongoing.
174	
175	7. Staff Reports
176	7.1. FY23 Budget to Actual as of Jan 2023

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Debbie Bender stated that, at this point in the year it would be appropriate to have

approximately 40% of the overall budget left, and the Town is within that range. She noted

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that line 4130 in the Administration budget was changed from \$0 to \$50,000, as this is where she has been placing all of the PFAS related invoices. The Board reviewed a few other line items that are overbudget currently.

In response to a question from Chairman Lyon, Debbie Bender stated that lines that are overspent should not have funds moved into them from other lines at this time. These overbudget lines will give department heads things to be aware of during the next budgeting cycle.

Debbie Bender noted that, prior to her time with the Town, there were many payroll problems. These have been mostly sorted out and there will be no penalties through NHRS. The IRS still may choose to apply approximately \$12,000 worth of penalties to the Town, but this may also be wiped out once the Town shows it is working to address the items.

#### 7.2. AFR Job Description – Deputy Chief of Operations

Fire Chief Matt Conley explained that, with the reclassification of the position known as Captain of Fire & EMS Operations to Deputy Chief of Fire & EMS Operations, it is time to update the job description for the position. The budget impact for FY23 is approximately \$1,086 and for FY24 is approximately \$3,000.

In response to a question from Selectman Stoughton, Chief Conley explained that the Captain position will be eliminated after this promotion.

A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to approve the reclassification of the position of Captain of Operations to Deputy Chief of Operations at the recommendation of Chief Matthew Conley.

*Voting:* 5-0-0; motion carried unanimously.

#### 7.3. AFR Job Description – Deputy Chief of Prevention

A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to approve the job description for the position of Deputy Chief of Prevention at the recommendation of Chief Matthew Conley.

*Voting:* 5-0-0; motion carried unanimously.

#### 7.4. Fire Rescue Position Reclassification

A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to approve the change of the titled full time Captain to full time Deputy Chief and moving the position to Grade 18 Step 7 at the recommendation of Chief Matthew Conley.

Voting: 5-0-0; motion carried unanimously.

#### 7.5 Transfer Station Electrical

DPW Director Eric Slosek explained that the electrical panel which powers the compactors at the Transfer Station is in desperate need of replacement and relocation. The current location of this electric panel is behind and below the foundation for the deck. It is in a small concrete

BOARD OF SELECTMEN MEETING MINUTES

- room that is exposed to rainwater and high levels of humidity; it does not dry out. Recently,
- the vendor for trash hauling, DC Slocum, informed him that they will not permit their
- 228 personnel to enter this room to deenergize the compacting equipment due to safety concerns.
- He has also instructed personnel at the Transfer Station not to enter this room without first
- 230 disconnecting the power from its source. Three prices from three reputable area companies
- were solicited for this work. He requested the Board authorize an emergency waiver of the
- bidding requirements and award this work to the lowest proposal, Long Champs Electric. The
- purpose of this request is to expedite the process and complete this work as soon as possible.

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A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to award the work to replace and relocate the compactor electrical panel at the transfer station to Long Champs Electric for the amount of \$10,840.

*Voting: 5-0-0; motion carried unanimously.* 

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#### 7.6 DPW New Hire

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A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to hire Tenzin Phuntsok as the DPW Fleet Mechanic, starting at grade 9, step 8, or \$26.44 hourly. A pay increase of one step will be awarded after successful completion of the sixmonth probation period, and another step increase after receiving a NH CDL B license. Voting: 5-0-0; motion carried unanimously.

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#### 7.7 Recreation Dept. Water Leak Repair

Eric Slosek explained that the recent extreme cold weather on February 3<sup>rd</sup> and 4<sup>th</sup> caused water pipes to break at the Recreation Department office. A claim was filed with Primex on February 9th. The guidance from Primex was to remove all soiled materials, including drywall, carpet, and insulation as soon as possible to prevent mold growth. These tasks were completed the week of February 6<sup>th</sup>. Due to the widespread damage in Hillsborough County, and elsewhere in the state, contractors are booked. The Town was placed on a waiting list with Servepro, and quoted weeks out for plumbing repairs. Northern Improvements, a local Amherst contractor, was contacted to solicit a price and availability to make the necessary repairs to the floor, walls, and painting. This work would be needed to reopen the Recreation office. This contractor is currently booked but offered to prioritize the work if awarded by the Board. They are available to begin on February 22<sup>nd</sup>, if approved. The cost estimate was sent to Primex for review and the case manager agreed that this price is consistent with estimates. Recreation Director Fraley has indicated that reopening as soon as possible is of the utmost importance. He mentioned that this time of year is extremely busy for his department, and that it is imperative that his staff be able to work together in the same building to coordinate efforts. Eric Slosek requested that the Board authorize an emergency waiver to the

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A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to award the work to repair the Recreation office to Northern Improvements, in the amount of \$14.330.

bidding requirements, as allowed in the Town Purchasing Policy, and award the work to

Voting: 5-0-0; motion carried unanimously.

Northern Improvements.

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#### 7.8 Tree Removal in Large Common

Eric Slosek explained that a recent storm damaged a large pine tree in the large common. The tree is located at the western side of the common. The tree contractor attempted to trim the broken branches away from the tree. In the process, it was discovered that the top of the large pine has extensive rot, holes, etc. The contractor, and the tree warden, recommend that this tree should be removed. He noted that other trees were also damaged during the windstorm on Conservation Commission property at the end of Ridgewood Drive. There are 2-3 trees on an easement, leaning onto private property that the Conservation Commission would like to remove as part of this contract.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to authorize the DPW to remove the pine tree of concern in the large common.

*Voting: 5-0-0; motion carried unanimously.* 

#### 8. Approvals

# 8.1 Application and Permit for Wholesale, Retail Sales of Permissible Fireworks, Atlas Fireworks

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the application and permit for Wholesale, Retail Sales of Permissible Fireworks to Atlas Fireworks.

*Voting:* 5-0-0; *motion carried unanimously.* 

#### 8.2. Baboosic Lake Community Septic Warrants

 A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve and sign the Baboosic Lake Community Septic Warrants due April 3, 2023 as follows:

*Phase I* \$2,074.68 *Phase II* \$2,429.28

*Phase III* \$6,754.86 *Phase IV* \$4,803.00

*Voting: 5-0-0; motion carried unanimously.* 

#### 8.3. Assessing

#### **Elderly Exemption**

**Item A.** 

The Assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and recommends approval.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to

316 approve the Elderly Exemption for Map 002, Lot 009-000-001 commencing in Tax Year

*2023*.

*Voting: 5-0-0; motion carried unanimously.* 

320	All Service Veterans' Tax Credit
321	Item B.
322	The Assessor has reviewed the application for the All-Service Veterans' Tax Credit under
323	RSA 72:28-b and recommends approval.
324	
325	A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to
326	approve the All-Service Veterans' Tax Credit for Map 004, Lot 052-044 commencing in Tax
327	Year 2023.
328	Voting: 5-0-0; motion carried unanimously.
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330	8.4. Payroll, AP and Meeting Minutes
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332	Payroll
333	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
334	approve one (1) FY23 Payroll Manifest in the amount of \$251,759.91 dated February 4, 2023,
335	subject to review and audit.
336	Voting: 5-0-0; motion carried unanimously.
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338	Accounts Payable
339	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
340	approve one (1) FY23 Accounts Payable Manifest in the amount of \$27,586.74 dated
341	February 1, 2023, subject to review and audit. (NH DMV)
342	Voting: 5-0-0; motion carried unanimously.
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344	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
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346	approve one (1) FY23 Accounts Payable Manifest in the amount of \$2,981,009.00 dated
	February 1, 2023, subject to review and audit. (Schools)
347	Voting: 5-0-0; motion carried unanimously.
348	A MOTION I. L. C.I. A. D. A. I I CECONDED L. C.I. A D.
349	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
350	approve one (1) FY23 Accounts Payable Manifest in the amount of \$278,667.39 dated
351	February 14, 2023, subject to review and audit. (Vendors)
352	Voting: 5-0-0; motion carried unanimously.
353	
354	Minutes
355	A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to
356	approve the Board of Selectmen meeting minutes of February 6, 2023, as amended.
357	Voting: 5-0-0; motion carried unanimously.
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359	9. Action Items
360	The Board reviewed its action items.
361	
362	10. Old/New Business
363	Selectman Pray noted that at the most recent NRPC meeting, she learned that NHDOT will
364	be holding a hearing at Town Hall on March 6 <sup>th</sup> regarding the work to be done along Route
365	101. This work will not actually be in Amherst but located close by. A hearing will also be
366	held in Milford on March 7 <sup>th</sup>

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368	11. Non-Public Session
369	11.1. RSA 91-A:3, II (b) The hiring of any person as a public employee.
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371	A MOTION was made by Chairman Lyon and SECONDED by Selectman D'Angelo to enter
372	into Non-Public Session at 8:13pm., per RSA 91-A:3, II (b) The hiring of any person as a
373	public employee.
374	Roll Call Voting: Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye;
375	Selectman Stoughton – aye; and Chairman Lyon – aye; 5-0-0; motion carried unanimously.
376	
377	A discussion was held by the Board of Selectmen and Chief Mark Reams regarding the hiring
378	of Police personnel. No votes were taken.
379	
380	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to exit
381	Non-Public Session at 8:27pm.
382	Roll Call Voting: Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye;
383	Selectman Stoughton – aye; and Chairman Lyon – aye; 5-0-0; motion carried unanimously.
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385	11. Adjournment
386	
387	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to
388	adjourn the meeting at 8:27pm.
389	Roll Call Voting: Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye;
390	Selectman Stoughton – aye; and Chairman Lyon – aye; 5-0-0; motion carried unanimously.
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392	NEXT MEETING: Monday, March 13, 2023
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395	Selectman Danielle Pray Date