



TOWN OF HUDSON

Board of Selectmen



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6024 · Fax: 603-598-6481

BOARD OF SELECTMEN MEETING

December 10, 2024

6:30 PM

Board of Selectmen Meeting Room, Town Hall

(Regular meeting will begin immediately after Non-public Session)

AGENDA

1. **CALL TO ORDER**
2. **NONPUBLIC SESSION**
RSA 91-A:3 II (b) The hiring of any person as a public employee.
3. **CALL TO ORDER**
4. **PLEDGE OF ALLEGIANCE**
5. **ATTENDANCE**
6. **PUBLIC INPUT**
7. **RECOGNITIONS, NOMINATIONS & APPOINTMENTS**
 - A. **Nomination**
 - 1) Benson Park Committee – Jakob Beauchemin, *seeking member position*
 - 3 member vacancies to expire: two (2) April 2026 and one (1) April 2025
 - 1 alternate member vacancy expiring: April 2025
 - B. **Appointments**
 - 1) Sustainability Committee – Robert Larson, *seeking member position*
 - Member vacancy to expire: April 2025
 - 2) Zoning Board of Adjustment – Gary Daddario, *incumbent seeking member position*
 - Member vacancy to expire: December 2027
8. **CONSENT ITEMS**
 - A. **Assessing Items**
 - 1) Veteran Tax Credit: 7B Canterbury Ct. – map 177/lot 005/sub 053; 22 Alpine Ave. – map 175/lot 094; 6 Waubeeka Springs Rd. – map 148/lot 040/sub 033; 2 Pinehurst St. – map 148/lot 040/ sub 022; 75 Massie Cir. – map 140/lot –2/ sub 030; 75 Massie Cir. – map 140/lot –2/ sub 030.

- 2) All Veterans Tax Credits: 44 Massie Cir. – map 140/lot 002/sub 040; 40A Windham Rd. – map 169/lot 001/sub 001; 14 Waubeeka Springs Rd. – map 148/lot 040/sub 029.
- 3) Disabled Veteran Tax Credit: 4 Serenity Cir. – map 138/lot 005/sublot 008.
- 4) Disabled Veteran and Regular Veteran Tax Credit: 72B Terraceview Dr. – map 161/lot 029/sublot 012-2.
- 5) Solar Exemptions: 91 Central St. – map 183/lot 096; 111 Highland St. – map 167/lot 060; 134 Barretts Hill Rd. – map 160/lot 087.
- 6) 2024 Supplemental Tax Bill – PILOT Agreement: Map 109/Lot 10 – 300 Derry Rd. – Southern NH Medical Center.
- 7) Current Use Lien Releases: map 151/lot 059/sublot 001 – 11 A & B Windsor Lane; map 151/lot 059/sublot 002 – 21 A & B Windsor Lane; map 151/lot 059/sublot 003 – 27 A & B Windsor Lane.

B. Water/Sewer Items - None

C. Licenses & Permits & Policies

- 1) Hawker Peddler – B & B Catering
- 2) Pole License – Two (2) new poles to be located at: 312/4-1 and 312/5 on Sherburne Road.

D. Donations

- 1) Benson Park – Interior Rehabilitation of the Train Station, \$5,000
- 2) Friends of Benson Park – Miscellaneous Items, \$2,034.75.

E. Acceptance of Minutes

- 1) Minutes of November 26, 2024

F. Calendar

12/10	7:00	Board of Selectmen	BOS Meeting Room
12/11	6:00	Cemetery Trustees	BOS Meeting Room
12/11	7:00	Budget Committee	BOS Meeting Room
12/11	7:00	Planning Board	Buxton Meeting Room
12/12	7:00	Zoning Board	Buxton Meeting Room
12/12	7:00	Cable Utility Committee	Hudson Cable Access Center
12/17	7:00	Municipal Utility Committee	BOS Meeting Room
12/18	6:00	Library Trustees	Hills Memorial Library
12/19	7:00	Budget Committee	Buxton Meeting Room
12/19	7:00	Benson Park Committee	Hudson Cable Access Center
12/23	7:00	Sustainability Committee	Buxton Meeting Room
01/02/25	7:00	Budget Committee	Buxton Meeting Room
01/08	7:00	Planning Board	Buxton Meeting Room
01/09	7:00	Zoning Board	Hills Memorial Library
01/13	7:00	Cable Utility Committee	Hudson Cable Access Center
01/13	7:00	Conservation Commission	Buxton Meeting Room
01/14	7:00	Board of Selectmen	BOS Meeting Room

9. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 26, 2024

- 1) Motion by Selectman Roy, seconded by Selectman Morin, to seal the November 26, 2024 non-public minutes. Motion carried, 5-0.
- 2) Selectman Morin made a motion, seconded by Selectman Dumont, to hire Joshua Kippenhan as a full-time Police Officer with a starting salary of \$28.82 (step 1), all in accordance with the Hudson Police Employee Association Contract, as recommended by the Police Chief. Motion carried, 5-0.
- 3) Selectman Jakoby made a motion, seconded by Selectman Dumont, to hire Alexi Jarry as a full-time Telecommunication Technician with a starting salary of \$23.09 (step 1) per hour, all in accordance with the Hudson Police Employee Association Contract, as recommended by the Police Chief. Motion carried, 5-0.
- 4) Selectman Dumont made a motion, seconded by Selectman Jakoby, to deny the firefighter Step 2 grievance filed by the International Association of Fire Fighters. Motion carried, 5-0.
- 5) Selectman Dumont made a motion, seconded by Selectman Jakoby, to authorize the Board to enter into an MOU with the Professional Firefighters of Hudson Local 3154 which would extend the firefighters probationary period to one (1) year from the employee's date of hire to complete the specified requirements and establish requirements that must be met within eighteen (18) months from the employee's date of hire, as recommended by the Fire Chief. Motion carried, 5-0.
- 6) Selectman Dumont made a motion, seconded by Selectman Jakoby, to terminate Dispatcher John Collins effective November 28, 2024. Motion carried, 4-0-1. Chairman Guessferd recusing.
- 7) Selectman Jakoby made a motion, seconded by Selectman Dumont, to appoint Town Accountant Beth McKee as Interim Finance Department Supervisor until a Finance Director is hired and to increase her salary by 7.5% while she performs the duties of Interim Finance Supervisor. Motion carried, 5-0.
- 8) Selectman Morin made a motion, seconded by Selectman Dumont, to transfer the Human Service Specialist position from reporting to the Finance Director to reporting to the Town Administrator. Motion carried, 4-1. Selectman Roy opposing.
- 9) Selectman Morin made a motion, seconded by Selectman Roy to adjourn at 10:03p.m. Motion carried, 5-0.

B. Inspector/Professional Engineering Bid Award – Fire/Decision

10. NEW BUSINESS

- A. Public Hearing – Town Code §205-4 Fire Department Fees – Fire/Decision
- B. Town Clerk/Tax Collector & Sewer Department Closing Early – Admin/Decision
- C. Lowell Road & Birch Street Intersection Improvements – Admin/Decision
- D. Sustainability Committee Warrant Article Request – Admin/Decision

- E. Melendy Road Over First Brook Replacement – Engineering/Decision
- F. Construction Services Contract Award for Melendy Road Over First Brook – Engineering/Decision
- G. Engineering Services Contract Award for Melendy Road Bridge, Design Services During Construction Phase – Engineering/Decision
- H. Engineering Services Contract Award for Melendy Road Bridge, Engineering Construction Oversight Services – Engineering/Decision
- I. Clean Water Asset Management Program Grant Award – Engineering/Decision
- J. Occupational Physicals & Screenings Bid Award – Fire/Decision
- K. Payroll Policy – Selectman Jakoby/Discussion

11. SELECTMEN LIASON REPORTS/OTHER REMARKS

12. REMARKS BY TOWN ADMINISTRATOR

13. REMARKS BY SCHOOL BOARD

14. NONPUBLIC SESSION

RSA 91-A:2, III (a) Strategy or negotiations with respect to collective bargaining;

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. **(b)** The hiring of any person as a public employee.

THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).

15. ADJOURNMENT

Reminder...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on Thursday, January 9, 2025.



TOWN OF HUDSON
Board & Committees Vacancy Application
(Hudson, NH Residents Only)

RECEIVED

NOV 25 2024

Name Jakob (Jake) Beauchemin Street Address 37 1/2 Riverside Ave TOWN OF HUDSON
SELECTMENS OFFICE

Home Phone Number 603-275-0005 Work Phone Number _____

Occupation (or former occupation if retired) Director of Sales, Consumer-Packaged Goods Email Address jakeb1382@gmail.com

Education/Special Interests Master's, Business Administration, Specialized in Entrepreneurship

Professional/Community Activities Member of National Society of Leadership & Success, Member of Toy Association, ASTRA

Reason for Applying Interested in helping the community and giving back to the park I love.

Reference(s)

Please check the area in which you are interested in serving, then return this form to:
Selectmen's Office, 12 School Street, Hudson, NH 03051

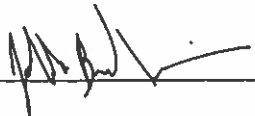
Member Alternate Reappointment

- | | |
|---|--|
| <input checked="" type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Sustainability Committee | <input type="checkbox"/> Zoning Board of Adjustment |

Area(s) of Expertise:

- | | |
|--|--|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning |
| <input checked="" type="checkbox"/> Information Technology | <input checked="" type="checkbox"/> Communications |
| <input checked="" type="checkbox"/> Finance | <input type="checkbox"/> Other: _____ |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in tis employment/appointment practices. Applicants must be Hudson, NH residents. Appointments are required to complete a Financial Interest Disclosure Form (FDIF) in accordance with the Town Code.

Signature of Applicant:  Date: 11 / 22 / 2024



TOWN OF HUDSON

Board & Committees Vacancy Application

(Hudson, NH Residents Only)

Agenda 7B1
11-26-2
TOWN OF HUDSON
SELECTMEN'S OFFICE
NOV 19 2024
RECEIVED

Name: ROBERT LARSON Street Address: 25A LUND DR., HUDSON, NH 03051

Home Phone Number: 603-770-0615 Work Phone Number: N/A

Occupation (or former occupation if retired): ENVIRONMENTAL ENGINEER Email Address: robert.larson36@yahoo.com

Education/Special Interests: BS-TEXTILE CHEMISTRY / ENVIRONMENT/ENERGY CONSERVATION

Professional/Community Activities: FORMER BUSINESS OWNER - LARSON TECHNOLOGIES
 || CHAIRMAN - FREMONT, NH PLANNING BOARD
 || ENERGY COMMITTEE

Reason for Applying: TO PARTICIPATE IN TOWN ACTIVITIES TO PROMOTE SUSTAINABLE PRACTICES WHICH WOULD RESULT IN FINANCIAL SAVINGS.

Reference(s): FINANCIAL SAVINGS.

Please check the area in which you are interested in serving, then return this form to:
Selectmen's Office, 12 School Street, Hudson, NH 03051

Member Alternate Reappointment

- Benson Park Committee
- Cable Utility Committee
- Municipal Utility Committee
- Planning Board
- Sustainability Committee
- Building Board of Appeals
- Conservation Commission
- Nashua Regional Planning Commission
- Recreation Committee
- Zoning Board of Adjustment

Area(s) of Expertise:

- Architecture/Construction
- Information Technology
- Finance
- Environmental Planning
- Communications
- Other: _____

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in tis employment/appointment practices. Applicants must be Hudson, NH residents. Appointments are required to complete a Financial Interest Disclosure Form (FDIF) in accordance with the Town Code.

Signature of Applicant: Robert Larson Date: 11/18/2024



TOWN OF HUDSON

Board & Committees Vacancy Application

(Hudson, NH Residents Only)

RECEIVED 7B2

Agent 12-10-24

DEC 02 2024

TOWN OF HUDSON SELECTMENS OFFICE

Gary M. Daddario

148 Wason Street

Name

Street Address

603-420-9475 / 978-618-1420

Home Phone Number

Work Phone Number

Attorney

gdaddario@meeb.com

Occupation (or former occupation if retired)

Email Address

Law School

Education/Special Interests

Community Associations Institute, Chair, NH Legislative Action Committee

Professional/Community Activities

Continuing in this role

Reason for Applying

Chris Sullivan

Reference(s)

Please check the area in which you are interested in serving, then return this form to: Selectmen's Office, 12 School Street, Hudson, NH 03051

Member

Alternate

Reappointment

- Benson Park Committee
Cable Utility Committee
Municipal Utility Committee
Planning Board
Sustainability Committee

- Building Board of Appeals
Conservation Commission
Nashua Regional Planning Commission
Recreation Committee
Zoning Board of Adjustment

Area(s) of Expertise:

- Architecture/Construction
Information Technology
Finance

- Environmental Planning
Communications
Other:

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in tis employment/appointment practices. Applicants must be Hudson, NH residents. Appointments are required to complete a Financial Interest Disclosure Form (FDIF) in accordance with the Town Code.

Signature of Applicant:

[Handwritten Signature]

Date:

11 / 28 / 24

Agenda 12-10-24 8A1



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 10, 2024

RECEIVED

FROM: Jim Michaud, Chief Assessor 

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

RE: Veteran Tax Credits:

- 7B Canterbury Ct – map 177/ lot 005/ sub 053
- 22 Alpine Ave – map 175/ lot 094
- 6 Waubeeka Springs Rd – map 148/ lot 040/ sub 033
- 2 Pinehurst St – map 148/ lot 040/ sub 022
- 75 Massie Cir – map 140/ lot 002/ sub 030
- 75 Massie Cir – map 140/ lot 002/ sub 030

I recommend the Board of Selectmen sign the PA-29 forms granting Veteran Tax Credits to the property owners listed below. The residents have provided a copy of their DD-214 verifying that they each qualify for the credit.

- Paul Miller - 7B Canterbury Ct – map 177/ lot 005/ sub 053
- Rogelio Santana-Knox - 22 Alpine Ave – map 175/ lot 094
- Gary Davis - 6 Waubeeka Springs Rd – map 148/ lot 040/ sub 033
- Brian Stucker - 2 Pinehurst St – map 148/ lot 040/ sub 022
- Ronald Ottman - 75 Massie Cir – map 140/ lot 002/ sub 030
- Joanne Ottman - 75 Massie Cir – map 140/ lot 002/ sub 030

MOTION: Motion to grant Veteran Tax Credits to the property owners referenced in the above request.



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 10, 2024

RECEIVED

FROM: Jim Michaud, Chief Assessor

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

RE: All Veterans Tax Credits:

- 44 Massie Cir – map 140/ lot 002/ sub 040
- 40A Windham Rd – map 169/ lot 001/ sub 001
- 14 Waubeeka Springs Rd – map 148/ lot 040/ sub 029

I recommend the Board of Selectmen sign the PA-29 forms granting All Veterans Tax Credits to the property owners listed below. The residents have each provided a copy of their DD-214 verifying that they qualify for the credit.

- Ronald Haywood - 44 Massie Cir – map 140/ lot 002/ sub 040
- Peter Bomil - 40A Windham Rd – map 169/ lot 001/ sub 001
- Mark Sclafani - 14 Waubeeka Springs Rd – map 148/ lot 040/ sub 029

MOTION: Motion to grant All Veterans Tax Credits to the property owners referenced in the above request.



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481



TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 10, 2024

FROM: Jim Michaud, Chief Assessor

RECEIVED

DEC 04 2024

RE: Disabled Veteran Tax Credit:

TOWN OF HUDSON
SELECTMENS OFFICE

4 Serenity Circle – map 138/ lot 005/ subplot 008

I recommend the Board of Selectmen sign the PA-29 form granting a Disabled Veteran Tax Credit to the property owner listed below. The resident has provided documentation verifying that they do qualify for this credit.

David Chandler - 4 Serenity Circle – map 138/ lot 005/ subplot 008

MOTION: Motion to grant a Disabled Veteran Tax Credit to the property owner referenced in the above request.

Agents 12/10/24 8A4



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 10, 2024

RECEIVED

FROM: Jim Michaud, Chief Assessor

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

RE: Disabled Veteran and Regular Veteran Tax Credit:

72 B Terraceview Dr. – map 161/ lot 029/ subplot 012-2

I recommend the Board of Selectmen sign the PA-29 forms granting both a Disabled Veteran Tax Credit and a Regular Veteran Tax Credit to the property owner listed below. The resident has provided documentation verifying that they do qualify for both credits.

Ari Simon - 72 B Terraceview Dr. – map 161/ lot 029/ subplot 012-2

MOTION: Motion to grant both a Disabled Veteran Tax Credit and a Regular Veteran Tax Credit to the property owner referenced in the above request.

8A5
Agenda 12-10-24



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor

RE: Solar Exemptions:

DATE: December 10, 2024

RECEIVED

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

91 Central St – map 183/ lot 096
111 Highland St – map 167/ lot 060
134 Barretts Hill Rd – map 160/ lot 087

I recommend the Board of Selectmen sign the PA-29 forms granting Solar Exemptions to the property owners listed above. The Assessing Department has verified that these properties have installed solar panels.

Lorna Granger - 91 Central St – map 183/ lot 096
Brian Lindsey - 111 Highland St – map 167/ lot 060
Paul Mileski - 134 Barretts Hill Rd – map 160/ lot 087

MOTION: Motion to grant Solar Exemptions to the property owners referenced in the above request.



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 16, 2024

RECEIVED

FROM: Jim Michaud, Chief Assessor

DEC 04 2024

RE: 2024 Supplemental Tax Bill – PILOT Agreement
Map 109 Lot 10 – 300 Derry Road - Southern NH Medical Center

TOWN OF HUDSON
SELECTMENS OFFICE

The BOS and Southern NH Medical Center re-entered into a written PILOT (Payment In Lieu of Taxes) agreement on March 5, 2024 that allows for a modified property tax assessment, and tax bill, to be issued to the Southern NH Medical Center property, applicable terms as follows. The 2024 tax rate of \$16.45 is multiplied by 37% to arrive at the modified tax rate of \$6.09. The assessed value of \$2,824,700 is multiplied by 66.67% to arrive at a modified assessed value of \$1,883,227. The attached supplemental tax bill uses those calculations to arrive at the agreed upon PILOT bill for this property. This initiative represents approx. \$11,468.85 in 2024 tax year dollars that the Town would not normally have been eligible for.

Motion:

To approve a supplemental tax bill for the 2024 tax year for Southern New Hampshire Medical Center property located at 300 Derry Road, Tax Map 109 Lot 10 as recommended by the Chief Assessor.

Cc: File

2023SNHMCPILOTTaxBillBosMemo

8A7
12-10-24



TOWN OF HUDSON

Office of the Assessor



Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

MEMORANDUM

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 10, 2024

FROM: Jim Michaud, Chief Assessor 

RECEIVED

RE: Current Use Lien Releases
Map 151 Lot 059 Sublot 001 – 11 A & B Windsor Lane
Map 151 Lot 059 Sublot 002 – 21 A & B Windsor Lane
Map 151 Lot 059 Sublot 003 – 27 A & B Windsor Lane

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

The attached Current Use Lien Releases are for the above referenced sites and is for the BOS's review and consideration to approve. The parcels coming out of current use, part of Windsor Lane subdivision, have had foundation footings that were installed, an activity incompatible for the impacted land to remain in the current use (RSA 79-A) program.

The Subject properties is made up of 1.005, 1.0033 and 1.4245 AC's respectively, all in current use prior, located in an area of well/septic utilities. The sites were each approved for 2 living units per site and, with no condo docs recorded they, they are legally duplex sites. We have reviewed the subdivision documents that created this parcels; reviewed vacant residential building lot land sales from 2022 forward, including; a vacant residential building lot sale (.33 AC) on Gillis Street that sold for \$170,000; 2 vacant residential lot sales on Speare Road for \$170,000 a piece; a land sale with demo cost burdens on Washington Street for \$192,000, as well as using the latest assessed values from the recent 2022 revaluation, as ratio adjusted. We have determined a market value estimate of \$250,000 for each of the subject sites, to come out of current use program.

$\$250,000 \times 10\% = \$25,000$

DRAFT MOTION

Motion to approve the attached Current Use Penalty Lien Releases for Map 151 Lot 059 Sublot's 001, 002 & 003, as recommended by the Chief Assessor.

CurrUseLienReleaseTaxMap151Lots59-1,-2,-3BOSMemo

FORM
A-5

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL**

STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:

PROPERTY OWNER(S) OR **RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:**

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME HILL, LLC	FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 21 CONTINENTAL BLVD		
MUNICIPALITY MERRIMACK		STATE NH	ZIP CODE 03054

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION 11 A & B WINDSOR LANE		MUNICIPALITY Hudson	COUNTY HILLSBOROUGH
	(c) TOTAL ACRES OF PARCEL 1.005	PARCEL TAX MAP AND LOT # 151-059-001	DEED BOOK AND PAGE # acct#12056 9815 2446	
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			
	NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.			

STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)

(a) Owners Name When Land Was First Recorded in Current Use: ERWIN N. CROSS	DEED BOOK AND PAGE # 3216 364	
(b) Total Number of Acres Originally Enrolled in Current Use	34.1	
(c) Total Number of Acres Previously Released Since The Original Recording	0	
(d) Number of Acres Subject to the LUCT Per This Assessment	1.005	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	33.095	

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL
 (continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: LOT DEVELOPED WITH FOUNDATION ETC	
(b) Actual Date of Change in Use (MM/DD/YYYY)	9/26/2024
(c) Full and True Market Value at Time of Change in Use	\$ 250,000
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 25,000

STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
BOB GUESSFERD		
DILLON DUMONT		
DAVID S. MORIN		
KARA ROY		
HEIDI JAKOBY		

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME HILL, LLC		FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
MAILING ADDRESS 21 CONTINENTAL BLVD			
MUNICIPALITY MERRIMACK	STATE NH	ZIP CODE 03054	
(b) Actual Date of Change in Use (MM/DD/YYYY)		9/26/2024	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use		\$ 250,000	
(e) Land Use Change Tax Due		\$ 25,000	

FORM
A-5

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL**

(continued)

STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)

(a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON		
(b) MAIL TO: TOWN OF HUDSON, C/O CHRISTINE LIZOTTE - TAX COLLECTOR		
MAILING ADDRESS: 12 SCHOOL STREET		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30 PM MONDAY THRU FRIDAY		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ <u>20.68</u>		
PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLLECTOR)

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT

FORM
A-5W

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

WARRANT FOR LAND USE CHANGE TAX

STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:

NAME OF MUNICIPALITY TOWN OF HUDSON NH		
STREET ADDRESS 12 SCHOOL ST		
MAILING ADDRESS		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: HILLSBOROUGH	
(b) To: CHRISTINE STROUT-LIZOTTE	Municipal Collector of taxes
(c) for the municipality of: HUDSON	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 25,000.00
(e) Given under our hands at 7 PM	
(f) This day of DECEMBER 10, 2024	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY BARRETT HILL LLC	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 21 CONTINENTAL BLVD, MERRIMACK NH 03054	
(h) MUNICIPAL TAX MAP 151-059-001	LOT NUMBER ACCT # 12056

STEP 3 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink) BOB GUESSFERD	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DILLON DUMONT	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) HEIDI JAKOBY	SIGNATURE (in black or dark blue ink)	DATE

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL

STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:

PROPERTY OWNER(S) OR RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME HILL, LLC	FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 21 CONTINENTAL BLVD		
MUNICIPALITY MERRIMACK		STATE NH	ZIP CODE 03054

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION 21 A & B WINDSOR LANE		MUNICIPALITY Hudson	COUNTY HILLSBOROUGH
	(c) TOTAL ACRES OF PARCEL 1.0033	PARCEL TAX MAP AND LOT # 151-059-002	DEED BOOK AND PAGE # acct#12057	9815 2446
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.

STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)

(a) Owners Name When Land Was First Recorded in Current Use: ERWIN N. CROSS	DEED BOOK AND PAGE # 3216 364	
(b) Total Number of Acres Originally Enrolled in Current Use	34.1	
(c) Total Number of Acres Previously Released Since The Original Recording	1.005	
(d) Number of Acres Subject to the LUCT Per This Assessment	1.0033	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	32.062	

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL
 (continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: LOT DEVELOPED WITH FOUNDATION ETC	
(b) Actual Date of Change in Use (MM/DD/YYYY)	10/30/2024
(c) Full and True Market Value at Time of Change in Use	\$ 250,000
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 25,000

STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
BOB GUESSFERD		
DILLON DUMONT		
DAVID S. MORIN		
KARA ROY		
HEIDI JAKOBY		

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME HILL, LLC		FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
MAILING ADDRESS 21 CONTINENTAL BLVD			
MUNICIPALITY MERRIMACK	STATE NH	ZIP CODE 03054	
(b) Actual Date of Change in Use (MM/DD/YYYY)		10/30/2024	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use		\$ 250,000	
(e) Land Use Change Tax Due		\$ 25,000	

FORM
A-5

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL**

(continued)

STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)

(a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON		
(b) MAIL TO: TOWN OF HUDSON, C/O CHRISTINE LIZOTTE - TAX COLLECTOR		
MAILING ADDRESS: 12 SCHOOL STREET		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30 PM MONDAY THRU FRIDAY		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ <u>20.68</u>		
PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLLECTOR)

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT

FORM
A-5W

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
WARRANT FOR LAND USE CHANGE TAX**

STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:

NAME OF MUNICIPALITY TOWN OF HUDSON NH		
STREET ADDRESS 12 SCHOOL ST		
MAILING ADDRESS		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: HILLSBOROUGH	
(b) To: CHRISTINE STROUT-LIZOTTE	Municipal Collector of taxes
(c) for the municipality of: HUDSON	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 25,000.00
(e) Given under our hands at 7 PM	
(f) This day of DECEMBER 10, 2024	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY BARRETT HILL LLC	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 21 CONTINENTAL BLVD, MERRIMACK NH 03054	
(h) MUNICIPAL TAX MAP 151-059-002	LOT NUMBER ACCT # 12057

STEP 3 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink) BOB GUESSFERD	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DILLON DUMONT	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) HEIDI JAKOBY	SIGNATURE (in black or dark blue ink)	DATE

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL

STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:

PROPERTY OWNER(S) OR RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME HILL, LLC	FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 21 CONTINENTAL BLVD		
MUNICIPALITY MERRIMACK		STATE NH	ZIP CODE 03054

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION 27 A & B WINDSOR LANE		MUNICIPALITY Hudson	COUNTY HILLSBOROUGH
	(c) TOTAL ACRES OF PARCEL 1.4245	PARCEL TAX MAP AND LOT # 151-059-003	DEED BOOK AND PAGE # acct#12058 9815 2446	
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			
	NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.			

STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)

(a) Owners Name When Land Was First Recorded in Current Use: ERWIN N. CROSS	DEED BOOK AND PAGE # 3216 364	
(b) Total Number of Acres Originally Enrolled in Current Use	34.1	
(c) Total Number of Acres Previously Released Since The Original Recording	2.0083	
(d) Number of Acres Subject to the LUCT Per This Assessment	1.4245	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	30.6672	

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: LOT DEVELOPED WITH FOUNDATION ETC	
(b) Actual Date of Change in Use (MM/DD/YYYY)	11/26/2024
(c) Full and True Market Value at Time of Change in Use	\$ 250,000
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 25,000

STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
BOB GUESSFERD		
DILLON DUMONT		
DAVID S. MORIN		
KARA ROY		
HEIDI JAKOBY		

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME HILL, LLC		FIRST NAME/CORPORATION/TRUST NAME BARRETT	INITIAL
MAILING ADDRESS 21 CONTINENTAL BLVD			
MUNICIPALITY MERRIMACK	STATE NH	ZIP CODE 03054	
(b) Actual Date of Change in Use (MM/DD/YYYY)		11/26/2024	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use		\$ 250,000	
(e) Land Use Change Tax Due		\$ 25,000	

FORM
A-5

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPALITY LAND USE CHANGE TAX BILL**

(continued)

STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)

(a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON		
(b) MAIL TO: TOWN OF HUDSON, C/O CHRISTINE LIZOTTE - TAX COLLECTOR		
MAILING ADDRESS: 12 SCHOOL STREET		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30 PM MONDAY THRU FRIDAY		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.68		
PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLLECTOR)

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT

FORM
A-5W

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
WARRANT FOR LAND USE CHANGE TAX**

STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:

NAME OF MUNICIPALITY TOWN OF HUDSON NH		
STREET ADDRESS 12 SCHOOL ST		
MAILING ADDRESS		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: HILLSBOROUGH	
(b) To: CHRISTINE STROUT-LIZOTTE	Municipal Collector of taxes
(c) for the municipality of: HUDSON	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 25,000.00
(e) Given under our hands at 7 PM	
(f) This day of DECEMBER 10, 2024	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY BARRETT HILL LLC	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 21 CONTINENTAL BLVD, MERRIMACK NH 03054	
(h) MUNICIPAL TAX MAP 151-059-003	LOT NUMBER ACCT # 12058

STEP 3 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink) BOB GUESSFERD	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DILLON DUMONT	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) HEIDI JAKOBY	SIGNATURE (in black or dark blue ink)	DATE

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations:

Health License Date of expiration: ____/____/____

Owners Permission

Recommended

Not Recommended w/reasons: _____



Zoning Administrator

12, 3, 24

Date

Hillsborough County Registry of Deeds #: _____

____/____/____

Date

POLICE DEPARTMENT SECTION

Recommended

Not Recommended w/reasons: _____



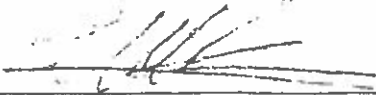
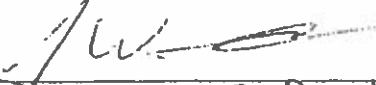
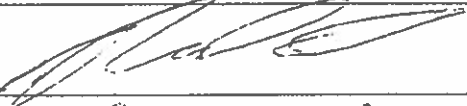


Chief of Police

12, 5, 24

Date

The following businesses allow Michael Bevens of B & B Catering to sell food and beverages on the premises as noted below daily between the hours 8:00 AM to 2:00 PM in accordance with the Town of Hudson Hawkers and Peddlers licensure requirements Chapter 232.

Business Name	Address	Signature
SL Chasse Steel	8 Christine Drive	
Clayton's Auto Repair	5 Christine Drive	
Clark's Car Care	317 Derry Road	
Key Stone Carvings	One Rebel Road	Vicki Keadael
Sullivan Tire and Auto Service	134 Lowell Road	
Continental Paving	One Continental Drive	Dena Chabonice
One Stop Auto Body	150 Lowell Road	
Jok Auto Sales & Services Inc	150 Lowell Road	Linda Johnson
Bobcat of NH	2 Tracy Lane	Dennis Durr
Reeds Ferry Sheds	3 Tracy Lane	Henry Perini



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

This certificate of license has been issued to


MICHAEL LAWTON BEVENS
known as
B&B CATERING

located at
8A APPLEWOOD RD in PELHAM in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to February 28, 2025

Establishment Type **16D3 Cook Unit**
Seating **0**
Facility ID **FA0002028**


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES- THIS LICENSE IS NON-TRANSFERABLE

Agenda 8C2
12-10-24



TOWN OF HUDSON

Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

INTEROFFICE MEMORANDUM

RECEIVED

DEC 03 2024

TOWN OF HUDSON
SELECTMENS OFFICE

DATE: November 27, 2024

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer

RE: Petition and Pole Licenses for two (2) new Poles, 312/4-1 and 312/5, on **Sherburne Road** in the Town of Hudson, as per the attached for PSNH, dba Eversource Energy

The attached Pole Petition and Licenses from PSNH, dba Eversource Energy, is for two (2) new poles located on **Sherburne Road** in Hudson.

The Public Works and Engineering Departments have both reviewed them and are recommending that these Pole Licenses be approved.

Thank you.

Motion:

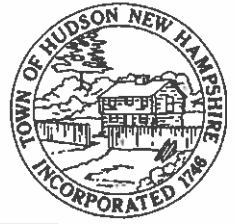
To approve the Petition and Pole Licenses from PSNH, dba Eversource Energy, for two (2) new poles located on Sherburne Road.

Enclosures



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

INTEROFFICE MEMORANDUM

DATE: November 27, 2024

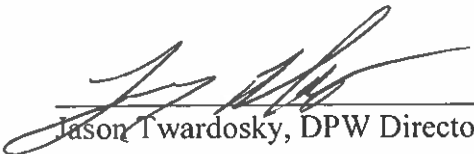
TO: Elvis Dhima, P.E., Town Engineer
Jay Twardosky, DPW Director

FROM: Doreena Stickney, Administrative Aide

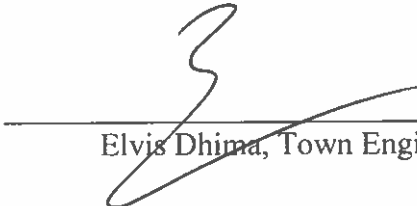
RE: Petition and Pole Licenses for two (2) new Poles, 312/4-1 and 312/5, on **Sherburne Road** in the Town of Hudson, as per attached for PSNH, dba Eversource Energy

Attached please find two (2) Pole License Petitions from PSNH, dba Eversource Energy, for two new poles on **Sherburne Road** in Hudson. Please sign below to verify that you have reviewed and approve these licenses.

Thank you.



Jason Twardosky, DPW Director



Elvis Dhima, Town Engineer

Attachments

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

November 27, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License two (2) pole(s), 3 1/2-1, 3 1/2-5 on SHERBURNE RD in the Town of Hudson.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY



BY:
Caroline Craig, Licensing Specialist

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 25th day of November, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1727, dated 11/20/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Hudson, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

November 27, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License two (2) pole(s), 3 1/2-1, 3 1/2-5 on SHERBURNE RD in the Town of Hudson.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY



BY:
Caroline Craig, Licensing Specialist

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 25th day of November, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1727, dated 11/20/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Hudson, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

POLE LOCATION PLAN

EVERSOURCE			
DATE	11/20/2024	LICENSE NO.	21-1727
MUNICIPALITY:	Hudson	STATE HWY. DIV. NO.	5
STREET / ROAD:	SHERBURNE RD	STATE LICENSE NO.	
PSNH OFFICE:	Nashua	WORK REQUEST#	19074430
PSNH ENGINEER:	ANDREW FOSS	WORK FINANCIAL #	80197728
TELCO ENGINEER:		TELCO PROJECT #	

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL		REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL			POLE	FB									
312/4		40-2											REFERENCE	
312/4-1		40-2											NEW 40-2	
312/5		40-2											REFERENCE	

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.

Agenda 8D1
12-10-24



TOWN OF HUDSON

Benson Park Committee



John "Jack" Madden, Chairman Kara Roy, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

RECEIVED
DEC 04 2024
TOWN OF HUDSON
SELECTMENS OFFICE

Memo

Wednesday, December 4, 2024

Subject: Motion to Accept a \$5,000 Donation Towards Interior Rehabilitation of the Train Station
To: Steve Malizia, Town Administrator
From: Jack Madden, Chair, Benson Park Committee

Steve,

At the Next Board of Selectmen Meeting on December 10th, I request that the BOS place on the Agenda a Montion to Accept the \$5,000 Directed Donation made out to the Town of Hudson.

This Donation is from my personal funds. I have received an inheritance earlier this year and this donation is from the inheritance funds. My intent for the donation is that it pays for labor and materials towards the interior rehabilitation of the Train Station.

I understand from our previous discussions that the \$5,000 will be deposited in a Benson Park Committee "Donation Account", so that when the Town pay invoices used for train station interior rehabilitation, the reimbursement will come first from the Donation Account.

Since midyear I have been ill with pulmonary issues and am undergoing treatment. Although I remain in my Chair position on the Benson Park Committee, Vice Chair Judith Brouillette has stepped up and is performing the duties of the Committee Chair. The Committee Secretary Sarah Petkiewicz and other Committee members have continued with the business of the Committee in my absence.

Thank you for your assistance.

###

Weissgarber, Lorrie

From: Judith Brouillette <jbrulett@comcast.net>
Sent: Monday, November 25, 2024 8:31 AM
To: Weissgarber, Lorrie; Evelyn Hynes-Brock
Cc: Malizia, Steve; Twardosky, Jason; Natalie Newell; Susan Clement
Subject: Friends of Benson's Donation
Attachments: BPC List of Equipment Donated updated 11.25.24.docx

RECEIVED

NOV 25 2024

TOWN OF HUDSON
SELECTMENS OFFICE

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good Morning,

The Friends of Benson's donated some new items to the Town of Hudson to be used at Benson Park. Please see the attached list of items.

We would like you to present them to the Board of Selectman so that they can be accepted. Attached you will see a list.

Thank you,
Judy Brouillette
Benson Park Committee

11-20-24 – List of equipment purchased by the Friends of Benson Park to donate to the Town of Hudson for the Benson Park Committee to use in Benson Park:

Purchased on 11-17-24 from Lowe's, So. Nashua (Natalie & Sue delivered to Benson Park Office Bldg.)

1 – Lawn Mower with 150-cc Briggs & Stratton Engine, Recycler with Smart Stow 22-in Gas Self-Propelled. Cost \$459.00

1- Leaf Blower – 150BT 51-cc 2-cycle 765-CFM 270-MPH Gas Backpack, Cost \$279.00

1 – Capable Gas String Trimmer, WS4200 30-cc 4-cycle 17-in Straight Shaft Attachment (Weed Wacker), Cost \$249.00

1 – Gas Chainsaw, 450 Rancher 50.2-cc 2-cycle 20-in. Cost \$379.00

2 – Waterproof Standard Polyethylene Tarps, 12-ft x 16-ft Silver, 10-mil. Cost \$45.98/ea. - 2/\$91.96.

Total Cost = \$1,457.94

Purchased on 11-20-24 from Lowe's, on-line (Awaiting Delivery):

2 – NAMCO 5.2 Gallon Commercial Pet Waste Station with Bag Dispenser, Model #2129. Cost \$145.98/ea. - 2/\$291.96

3 – NAMCO 2000-Pack Odor Blocking Plastic Poop-Bag. Cost \$69.96/ea. 3/\$209.88.

Total Cost = \$501.84

Purchased on 11-16-24 from Amazon (Natalie will drop-off at Benson Park Office Bldg. on 11-23-24)

3 – SUNLAX Pet Pooper Scooper for Large Dog, Height adjustable Poop Scoop Removal Picker with Long Handle, Extra Large 10" Tray – Easy to wash, waterproof & durable. Cost \$24.99/ea. – 3/\$74.97.

Total Cost = \$74.97

GRAND TOTAL PRICE OF ALL ITEMS DONATED = \$2,034.75

HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

Minutes of the November 26, 2024 Meeting

1. CALL TO ORDER – by Chairman Guessferd the meeting of November 26, 2024 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE – Town Moderator, Paul Inderbitzen.
Chairman Guessferd: Thank you. Actually, could we stand? Would you like to... Selectman Roy: The community lost a big heart and a big, a big presence in our lives with the passing of Diana LaMothe this past week. So we just want to have a moment of silence for her, to remember her. Chairman Guessferd: Thank you very much.
3. ATTENDANCE
Board of Selectmen: Bob Guessferd, Dillon Dumont, Heidi Jakoby, Dave Morin, Kara Roy.
Staff/Others: Town Administrator - Steve Malizia; Police Chief – Tad Dionne; Fire Chief - Scott Tice; Town Moderator – Paul Inderbitzen; School Board Representative - Gary Gasdia; Executive Assistant - Lorrie Weissgarber.
4. PUBLIC INPUT - None
5. RECOGNITION, NOMINATIONS & APPOINTMENTS
 - 1) Sustainability Committee – Robert Larson
Chairman Guessferd: I don't think there's anybody else here for public input so we can move probably right to the next agenda item here. So, I will then move past public input and yes, we're absolutely looking forward to talking to you. This is recognitions, nominations and appointments. So Sustainability Committee, Robert Larson, seeking a member position, a one member vacancy, expiring April 2025. And there is an alternate vacancy expiring 2027. But, I assume that you're here for the member vacancy. Robert Larson: I am. Chairman Guessferd: OK, alright. So the Chairman will recognize Robert Larson who is applying for the Sustainability Committee. I'd like to have you just tell us a little bit about yourself. What you're, why you want to join the Sustainability Committee, what you bring to the table and I'll leave it at that. Robert Larson: Well I've been a Hudson resident for only 2 1/2 years. Prior to that lived for 35 years in Freemont and back and forth to Florida for about 12 years. Originally, I went to work in New Hampshire as an environmental and process engineer for Sylvania over in Exeter. And then had my own business, Larson Technologies, which we did environmental engineering primarily here in New England. Now as a volunteer, as you can tell I've got a year or two on me, so I volunteered totally for about 50 years primarily in New Hampshire. I was Chairman of the Board of, Chairman of the Energy Committee in Freemont for three years. And also was Chairman of the Planning Board for several years, can't remember exactly how many, and was on the Board of Adjustment. When I was in Florida I was a volunteer for Veteran's for Common Sense, very interesting group of people and I was on the environmental section of Veteran's for Common Sense. My time as a volunteer has been somewhat in town planning, although Freemont was relatively a small town. When I was Chairman I think around 3,000 people. But, my other volunteer work has been regarding energy conservation and environmental issues. But going along with that, always have the other, probably more important issue, that when programs are put in, such as this, that the dollar is always up there. That these things will generally provide a long-term good and most of the time a long-term financial good. So, that's kind of my background and just a thumbnail sketch of what my thoughts are. I did attend as an observer to the Sustainability Committee. I was really impressed, a lot of dedicated people and I know that if I am selected I'd be very comfortable working with that group of people. So, that's my thumbnail. Chairman Guessferd: You said you are a, are you a Veteran as well? Robert Larson: I am. Chairman Guessferd: Thank you for your service. Robert Larson: Yep, you're welcome. Chairman Guessferd: OK, does anybody have any questions from the Board? Selectman Roy: No, I just want to comment. Seems like he has a lot of volunteer experience. Chairman Guessferd: He does, I know. Maybe there's other committees. Planning, etc. I know, we're always looking for volunteers and we appreciate you stepping forward. I did receive some input from the Sustainability Committee and you know you were at the meeting last night, as you mentioned. They were very impressed with you as well. So, we will, having said all that we're going to basically, our process here, is we'll talk to you now, and then we will vote at the next meeting.

Give ourselves a little bit of time to think about it even if we don't need a lot of time. That's just our process. So, after the next meeting which is on December 10th, we will vote at that meeting and we'll let you know. I think we, I can, people feeling pretty good about this one. Robert Larson: I guess my phone number and email must be on the application... Chairman Guessferd: It is. Robert Larson: Get in touch with me. Chairman Guessferd: Absolutely, we'll be in touch with you right away and looking forward to possibility, if everybody says, you know, give you the thumbs up to get you on the Board. Robert Larson: Thank you very much for your consideration, I appreciate it. Chairman Guessferd: You're welcome to stay and watch the meeting. Robert Larson: I'll stay for a while, I don't have any rotten tomatoes. Chairman Guessferd: we get enough of those anyway, so.

6. CONSENT ITEMS

Chairman Guessferd asked if any board member wished to remove any item for separate consideration.

Selectman Dumont made a motion, seconded by Selectman Roy, to approve consent items A, B, C, D, E and F. Motion carried, 5-0.

A. Assessing Items

- 1) Current Use Lien Release: Map 106/Lot 044/Sublot 000 – 19 Boyd Road

C. Water/Sewer Items

- 1) Sewer Abatement S-UTL-25-02 (11/06/24), Acct.#5566
Lewko 54 Bear Path Lane m/l 177/057/000
- 2) Sewer Abatement S-UTL-25-03 (11/13/24), Acct.#6400
Bolduc 5 Parkhurst Drive m/l 205/072/000

D. Licenses & Permits & Policies

- 1) Tag Day Permit – The Salvation Army
- 2) Hawker/Peddler License – Wagon Wheels Mini Donuts

E. Donations – None

F. Acceptance of Minutes

- 1) October 22, 2024
- 2) November 12, 2024

F. Calendar

11/26	7:00	Board of Selectmen	BOS Meeting Room
11/28		** Thanksgiving – Town Hall Closed**	
11/29		** Town Hall Closed**	
12/04	8:30am	Highway Safety Committee	BOS Meeting Room
12/04	7:00	Budget Committee	BOS Meeting Room
12/05	7:00	Budget Committee	Buxton Meeting Room
12/09	7:00	Conservation Comm.	Buxton Meeting Room
12/09	7:00	Cable Utility Committee	Hudson Cable Access Center
12/10	7:00	Board of Selectmen	BOS Meeting Room

Mr. Malizia: You might want to recognize, I'm not sure why they are here. Chairman Guessferd: I'm trying to figure out, so. Dave Mayopoulos: So, I'm here to present this plaque, it's for Avilila Sawyer, a veteran from the Town of Hudson. Chairman Guessferd: So why don't we... Dave Mayopoulos: He was killed in action. Chairman Guessferd: There was no, um... Mr. Malizia: We didn't get anything on the agenda, but that's OK. Chairman Guessferd: But actually, no problem. We'll take you right now because I wouldn't want you sitting there all night then go wait a minute, why did I come here? Dave Mayopoulos: So I was approached by the... Chairman Guessferd: State your name... Dave Mayopoulos: My name is Dave Mayopoulos, I'm the Commander of the American Legion Post 48 here in Hudson. Chairman Guessferd: OK, and you live here in Hudson as well? Dave Mayopoulos: We would like to present this plaque to the Board of Selectmen to hang in your meeting room, hopefully, for Avilila Sawyer of Hudson, New Hampshire killed in action 18 March 1945. Died of wounds suffered in combat and awarded the Silver Star for

gallantry. Awarded the Purple Heart for mortal wounds. He was a Private First Class in the U. S. Army 141st Infantry Regiment, 36th Infantry Division and he's buried in the Lorraine American Cemetery in France. We would like to donate in remembrance, Veteran's Day 11/11/2024, Arden, New Hampshire Post 48. So, Avilila Sawyer was a guy that, I think he was from Lowell, but he ended up joining the Army in Hudson, New Hampshire in 1945. In 1940 something and he was killed in action and never came home. So, we'd like to donate this plaque in his memory so you can hang it in your meeting hall. And we can all remember this guy because I didn't know about him and I don't know if the rest of the Town knew about him, but. This guy's buried in France and from here. Chairman Guessferd: And you said he died in 1945? Dave Mayopoulos: Yeah. Chairman Guessferd: Oh, right toward the end. Dave Mayopoulos: yes, 18 March 1945. WE had this plaque made, we'd like to donate it to the Town. Chairman Guessferd: Absolutely, let me come on over and accept on behalf of the Town. Thank you. Dave Mayopoulos: Thank you, too.

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 12, 2024

- 1) Motion by Selectman Dumont, seconded by Selectman Morin, to seal the November 12, 2024 non-public minutes. Motion carried, 5-0.
- 2) Selectman Dumont made a motion, seconded by Selectman Jakoby, to hire Matthew Mailloux of Hudson, NH as a Truck Driver/Laborer for the Department of Public Works effective November 18, 2024 at \$24.25 per hour (grade 8, step 1) in accordance with Teamsters Local #633 agreement.
- 3) Selectman Morin made a motion, seconded by Selectman Dumont, to promote Lieutenant/Paramedic Gregory Rich to the position of Fire Captain Paramedic, a non-exempt position, in accordance with the Hudson Police, Fire and Town Supervisors Association, Step 4, with an annual salary of \$103,292, as recommended by the Fire Chief.
- 4) Selectman Morin made a motion, seconded by Selectman Dumont, to promote Master Firefighter/AEMT Ian Canavan to the position of Lieutenant/AEMT, in the Fire Department at the contracted salary of \$36.29 per hour (step 3). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief.
- 5) Selectman Morin made a motion, seconded by Selectman Dumont, to hire Brendan Carey for the position of Firefighters/EMT in the Fire Department at the contracted salary of \$22.00 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief.
- 6) Selectman Morin made a motion, seconded by Selectman Dumont, to hire Elias Brodeur for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$22.00 per hour (step 1). This assignment will be a non-exempt position in accordance with the international Association of Fire fighters Local #3154, as recommended by the Fire Chief.
- 7) Selectman Morin made a motion, seconded by Selectman Dumont, to hire Nicholas Aierle for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$22.00 per hour (step 1). This assignment will be a non-exempt position in accordance with the international Association of Fire fighters Local #3154, as recommended by the Fire Chief.
- 8) Selectman Dumont made a motion, seconded by Selectman Morin, to hire Clayton Legault III for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$22.00 per hour (step 1). This assignment will be a non-exempt position in accordance with the international Association of Fire fighters Local #3154, as recommended by the Fire Chief.
- 9) Selectman Jakoby made a motion, seconded by Selectman Dumont, to hire Sarah Chapin for the potion of Part-Time Legal Clerk with a starting salary of \$23.09 (step 1) per hour,

all in accordance with the Hudson Police Employee Association Contract, as recommended by the Police Chief.

- 10) Selectman Dumont made a motion, seconded by Selectman Roy, to hire Doug Bosteels as interim IT Director with a salary of \$117,000. Motion carried, 5-0.
- 11) Selectman Roy made a motion, seconded by Selectman Morin to adjourn at 11:43pm. Motion carried, 5-0.

8. NEW BUSINESS

A. Election Recap – Moderator/Discussion

Chairman Guessferd recognizes Town Moderator, Paul Inderbitzen: Thank you Mr. Chairman, ladies and gentlemen. As you can see from the statistics that I sent over to you, I'm going to send them to the School Board as well. I didn't quite get there yet. Hudson had a record 78% turn out of voters. And we added over 1600 new voters to the Checklist. I don't know why residents wait until the last minute to register. It seems that every four years we have at least 1,000, close to 1,000 people register at the polls. However, they wait 'til the last minute. The new law that was passed, even though it's in court, it looks like it'll be in some form. That's going to change because now if you want to register at the polls or even upstairs at the Clerk's Office, you have to have hard copy documentation of citizenship, age and your domicile. No more signing affidavits saying yes, I am a citizen. You have to show documentation. Either by a birth certificate, for citizenship. A passport or your naturalization papers. Those have to be seen by the Clerk's doing that or you can't register. You also can't vote if you forget your ID. Photo ID will be mandatory, no more signing an affidavit and we take a picture. That's, we're going to probably do some PSA's before March and make people aware. If you don't come in with a photo ID, you cannot vote. So there's some restrictions in there. Of the 14,723 ballots cast, 8,259 of them were cast at Memorial. That included over 2,000 absentees. They were all done at Memorial. And 6,455 at Alvirne. Now there were a lot of long lines, which we expected. The lines at Alvirne appeared longer because voters had to funnel through the small lobby into two doors, into the voting area. We didn't have like at Memorial has more que space. They had the larger lobby, they also had the gym where people could get in and separate into the four lanes. We only have four check-ins at each location. There's no difference there. And Memorial had more voter come in than Alvirne did. It's because of that narrowing of the doorways and getting into the thing that makes it look worse because everybody has to be in line. I do appreciate the voters patience throughout the day, they seemed, it was a nice day out. If it had been a bad day I really would have felt bad. We did have some equipment issues with the tabulators, the ballot boxes. But it didn't hamper the voting process. That end of it, once you checked in and could vote and leave and put your ballot in the box. That went very well without any difficulty. I do have to commend our poll workers, they did a fantastic job. Many stayed late and may came back later to help out. I really appreciate that. The Police Department staff did a great job of handling the traffic, especially at Memorial. They had to make a few adjustments in order to handle the front end crowd which we always get, a front end crowd. And they great with that. I didn't hear of any complaints or anything about that. And the DPW staff, they were also great in getting us set up and ready. And I believe they helped with the signage with the Police Department making sure everybody did, had the directions they needed. They all did, the whole staff and the whole Town staff did a great, great job. I also have to commend the Town Clerk, Michelle Brewster. Being new to this position, like July, she worked really closely with the former Clerk, Chris Strout-Lizotte. But she jumped right into the role, handled an unusual number of absentee ballots with the staff upstairs. Really very organized, I think she's a real asset to the Town. I think working with her will be really good. So if you have any questions about, I have a couple things I'd like to finish up with. But, if you have any questions about the election stats and things that you've seen or heard, I would appreciate it. Selectman Dumont: I have a question. One thing that was brought up to me, if somebody goes to check in and they're information, whether it be, an address or their name is off, whether they voted prior election. The people that I talked to were prior votes, how does that get rectified in the future? We had a couple of them told me that had to go in the new registration line, update their information based on their ID and then went back through. One of them told me he did that in March and the issue occurred again this time around. Paul Inderbitzen: Yeah, that' in Supervisors of the Checklist. We don't let our check-in people change addresses or update names. It gets a little confusing especially if you change your address and it puts you in a different Ward. Then that clerk can't do anything, they can't check you in. So, what we do is we send them to the Supervisors. Now they have three poll pads in both locations. Which is really good, we expanded that last year. But they have the ability to override. We really didn't want to give the ballot clerks the ability to override the system to check people in when they really weren't where they were supposed to be. So when you change something like that, that's a big issue. You change their address and suddenly they're in another Ward and they shouldn't be allowed to vote where they came in and that's something

the Supervisors need to be involved in. Selectman Dumont: So this particular person, for instance, instead of 17 it was a 19 on their address. They weren't sure how that had happened. Paul Inderbitzen: Well computer entry, it's the human error of computer entry. But, and that's not something that would have to be done immediately. They could come into Town Hall. As long as they know it they could come into Town Hall anytime and correct that. They didn't have to correct it there. Maybe they were sent over because of that. Selectman Dumont: Yeah, I guess they weren't aware when they went to go check in. Paul Inderbitzen: Yeah, and I think it's part of it is the training of the Checklist people, the check-in people that we make sure that they have a little bit of sense of, OK, this is really minor why don't you just come into Town Hall. We did that of a few people who even had address changes that the check-in person checked them in too quick. And so rather than have them go, because there's no way to uncheck someone in unless you cancel it and recheck them in and it creates paperwork stuff. We told them to come back to Town Hall any time after that day and make sure they fix that address. Selectman Dumont: So just so I understand, so if it was overridden there they still need to come in Town Hall and make sure that that's corrected. Paul Inderbitzen: Well no, if the Supervisors are doing it there, that's done. It should be done. They have to then transfer that information from the poll pad into the State system. And that's where somethings happen, people forget. We've got some misspellings of name, part of it's because they filled out the registration form and they couldn't read it and so they did that. But, those are all things that we like not to do that day, but people don't think about it until it's too late. So we try to do that. Chairman Guessferd: Yeah, I saw a couple of those. There was at least one in there where the address, they said they changed their address and they said they had done it before and then they came to Town Hall they said, and then later on they when they came that day they go what hasn't been changed. I said you're just going to have to go back to Town Hall, after the election, and get it done. So, you're right, there's human error, but to me it was very few and far between on that piece. Paul Inderbitzen: And remember we have three new Supervisors as well. And they're working through their process being so many on a every four year Presidential election. So they're, they may have missed somebody said well I did go in and fix it, but it's not there, it's still not changed. I said well, you know they tried to get to everything they could and they might have missed one. It's just one of those things. Chairman Guessferd: You had something you wanted to say. Selectman Jakoby: No, well actually the one thing I wanted to say was thank you again for taking this on this year and I know we are all very appreciative of that. Chairman Guessferd: Yeah, I'm just going to echo that. Because, I just saw amazing things going on that day with all the people that were working there. From people just directing folks to certain open booths, because the booths were pretty full most of the day. And you can see from the numbers here it was all day long, it was pretty steady. To Michelle and Christine, who were just, they were there at Memorial 'til like three in the morning. And I know they were doing stuff after that. Paul Inderbitzen: Yes, we did stuff follow up, get our paperwork ready for submissions since the state requires that you turn in everything the same day. Although for the same day for us was two o'clock, three o'clock in the morning. Chairman Guessferd: But they were very professional, they did a great job. Michelle, I agree with you, she is an asset to the Town, we're really glad and lucky to have her. From everything I can see, a lot of energy and like you said, very organized and you know, very skilled. Paul Inderbitzen: One of the things I'd like to finish up with would be I want the public of Hudson to consider taking part. I know you're always looking for help on Committees, Boards and it's few and far between when you get people signing up, which is really nice to see. But, part of it is also elected officials. Now this next Town Meeting in March there's going to be a moderator position open and two Supervisors of the Checklist. Now these are busy positions over election time and there's a lot of prep work and things that you can do. It doesn't take a 100% of your time. It's important, there's some laws that need to be, and it takes a little while. It took me two to three years to get used to what I had to do as a moderator. So, they're going to be open in March. These positions are busy only for a limited time. And of course, every four years you get that huge turnout for Presidential and there's just no way you can, you can plan, not plan, but you can fund and have everything ready and expand everything. We're going to look at renting extra poll pads if could do it. But, you know, once you got to the poll pad there was no problem. We got people went through, they voted, we never had a backup in the booths. We lost two ballot boxes, one at each location that never impacted us, we were able to put them through. So, that's not the issue. The issue is space and how to do it. Memorial we figured it out after the primary how to get Memorial straight. People can get in and they can see OK, we've got four lanes. We've got a lane over for the registration. We don't have that at Alvirne and it's a little bit complicated. We don't have another building that would have the kind of parking that we need from one of the other schools. Unless we do something with the Community Center and rebuild it or put up a parking garage. So I want to just bring that there's help available from Town staff for these positions. You know for working on the Boards and Commissions and the ones that are in there know that it's, there's help available. But, everybody thinks, oh, that's too big of a job. Well, you know, someone has to do it and we're willing to do some work. Working with the Clerk is going to be a little easier, the Clerk will pick up more of the Clerk stuff that I had been doing only because they were just so swamped. So I thank you and anybody else who has any

questions about the statistics? It was an unusual day. Selectman Roy: I just, you talk about renting's and extra poll pads, well the Budget Committee offered to buy new poll pads and we said two more. Paul Inderbitzen: We did buy two more. Selectman Roy: No, in this budget. In this next coming budget. Paul Inderbitzen: I actually have money in this budget that I could use. Because the state is giving us, we funded for new tabulators, about \$8,000 each. Well now the State is going to give us \$3,500 for the five that we already own and I used some of that money to buy the new poll pads for the absentees. Because that was a big hang-up when we had four years ago that the absentees interrupted the check-in process because they had to go down and check in the absentees. This time they had their own poll pads and that process went much smoother and it didn't interfere with any of the other ones. So, I think you don't need to buy them and have them sitting there and not used. But, if you can rent them, we already rent two tabulators. I know I heard something about that being offered, I said why buy stuff that you're to use every four years? Selectman Morin: That's my question. If we got them, why couldn't we use them and just have more lanes open or give them more to the Supervisors? Paul Inderbitzen: Yeah we could. Selectman Morin: I mean every election you can use them you just put them in different places. Paul Inderbitzen: Well the other elections when we have 4,000 people show up we really don't have a problem. Selectman Morin: But, the busy times they'll just move them faster, that's all. And if you have a breakdown at least you have some extras. Paul Inderbitzen: Yes, that's a problem we haven't had we have with the tabulators and we're looking at the new tabulators to be putting in a bid, not a bid but, a PO, by June, that we'll, for the new tabulators which we'll use for the following March. Not this coming March. Chairman Guessferd: Anybody else? Selectman Morin: Just so you know, they did put that back in the budget. Paul Inderbitzen: They put two more in? Selectman Morin: They put two more in. Paul Inderbitzen: Oh, see I didn't see that and never heard about it. Selectman Jakoby: It was a split vote. Paul Inderbitzen: Oh, so how much money did they give me? Selectman Morin: Whatever you needed. Mr. Malizia: \$13,200, next year. Paul Inderbitzen: Whoa. For next year's, yeah. Mr. Malizia: But you won't be here, so. Paul Inderbitzen: No, no but's it's, that's like, that's like four poll pads. They're about \$3,500. Selectman Roy: But then we added in the cost of the license. Paul Inderbitzen: Well that comes the first year, you only have to add that on subsequent to that. Chairman Guessferd: We're definitely covered. Paul Inderbitzen: Well that's good to know, I did not hear that and hadn't had any feedback from anybody about that. I'll come up and ask the Finance to print me out a new whatever they're submitting so we can talk about that. Thank you.

B. Grant Application Request – Fire/Decision

Chairman Guessferd recognizes Fire Chief, Scott Tice: Yes, thank you Mr. Chair, good evening everybody. So, tonight I'm asking for permission to apply for the Assistance to Firefighters Grant and the Staffing for Adequate Fire and Emergency Response grant. AFG is currently open. For this grant we would be looking to apply for operational equipment. We're currently looking at what our needs would be and what we could get under this grant. But, operations and safety is one of the higher tiers so it would give is a better opportunity to be successful and we have some needs in this area. The SAFER grant is not out yet but, we would be looking to apply for this when it did come open. This is just to apply for the grant this is not, if we were to be rewarded these grants we would come back here and get permission to accept the grants. Chairman Guessferd: Anybody have any questions for the Chief?

Selectman Dumont made a motion, seconded by Selectman Roy, to authorize the Fire Chief to apply for the FY2024 Assistance to Firefighters Grant, as recommended by the Fire Chief. Motion carried, 5-0.

Selectman Roy made a motion, seconded by Selectman Jakoby, to authorize the Fire Chief to apply for the FY2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant, as recommended by the Fire Chief. Motion carried, 5-0.

C. Fire Department Fees Increases – Fire/Decision

Chairman Guessferd recognizes Fire Chief, Scott Tice: So, in the last budget cycle the Town voted in a revolving fund to replace what we're budgeting for municipal fire alarm maintenance and repairs and this was to be funded with a monitoring fee. So, tonight I'm asking that we put in the fees. We're asking for a connection fee because when we go out we connect master boxes to the system it's our people and quite often the bucket truck goes out and does this. And then we're looking for a monitoring fee of \$250 a year for master boxes and \$150 for a digital dialer. The reason for the cost difference is the master boxes come in over the municipal fire alarm system, that's going to take more of our resources to maintain and repair. Whereas the digital dialers come in over the phone line so there's not as much expense to the Town to take of that. Selectman Morin: How do these compare to other communities around us? Chief Tice: They're pretty reasonable. It looks like Salem is \$250, Manchester, according to

the website, is \$1,080 for a wired box, so like a master box, and \$540 for a radio box. And Concord was \$445 or \$220. So, I think we're pretty reasonable. Chairman Guessferd: So in order to do this we would need to schedule a public hearing on December 10th likely. Does anybody want to make that motion?

Selectman Jakoby made a motion, seconded by Selectman Morin, to schedule a public hearing on December 10, 2024 for the proposed changes to Hudson Town Code § 205-4 Fire Department fees, as recommended by the Fire Chief. Motion carried, 5-0.

D. Inspector/Professional Engineer Bid Award – Fire/Decision

Chairman Guessferd recognizes Fire Chief, Scott Tice: Target, as part of their development agreement, is responsible for providing an inspector for their project. And this is for their benefit, we imagine once they really get going on that building they're going to require a lot of inspections which we would not be able to keep up with. So what we've worked out with them is we would hire an engineering firm on an as needed basis to do the inspections. This is something that engineering firms do quite often. So we did go out to RFP, anything I'm doing with Target, I'm following the Town's purchasing policy just to make sure there's oversight, there's transparency. So we did do the RFP process, it included we posted on the Town website, the Union Leader, and we emailed six engineering firms. We did not receive any bids for this so we worked with the Town Engineer and some engineering firms he knew and Wright Pierce is an engineering firm that's done a lot of work for the Town already so we were quite familiar with them. They did say that they would be interested in it. So we have an agreement ready to go with them to perform these services on an as needed basis once the project gets going. This would be paid for by Target. Target will be depositing money into the Town's account and then we will be managing the contract with the engineering firm. They'll be invoicing the Town and we'll be paying those invoices with the money provided from Target. And they'll be reporting to us and not to Target on their inspections, so they'll be doing the inspections for the Town. Chairman Guessferd: So there is no cost to the taxpayer? Chief Tice: There is no cost to the taxpayer. Selectman Jakoby: One of the questions I have and just correct me if I'm wrong or follow this for me for a minute. The understanding that I had when through this process was that there would be an onsite inspector there for a certain period of time and like full time. So, was that not part of the Planning Board's, you know, the requirements in the Planning Board. I know there were 80 of them, but one of them was to have an onsite inspector there every day in a trailer, constantly. This doesn't sound like that. Chief Tice: This will be as needed so they're going to project. They do a three week look out and a week ahead look out and we would have them there during the times they needed the inspections done. Selectman Jakoby: Which is different from what the agreement... Selectman Morin: One of the stipulations. I agree with Selectman Jakoby. One of the stipulations was they had a trailer put there so they could be there full time. Selectman Jakoby: Full time, onsite inspector. That to me is a problem. And I just want to reconcile my understanding of a 24 hour trailer person and hiring an as needed. And I don't know what that difference would be and maybe the other Selectmen might have more of an insight. Selectman Dumont: Yes, there's definitely a stipulation there for the trailer. I believe it was supposed to be for engineering and for inspections. Honestly, I can't say if it was for someone to be in there full eight hours a day, but for that case if they needed to be there onsite when the inspections were taking place that were supposed to be a trailer allocated for that. I do think it would be best to look back instead, it was probably what, two or three years ago now at this point. But the exact stipulations before anybody gets this. But I can definitely remember there was supposed to be a trailer there or provided by them for that. Chief Tice: There is a trailer there for Town use for whether it's Planning, Engineering or Inspectional Services. It's there for the Town's use. Selectman Dumont: I would like to know just for my own recollection whether or not if it was supposed to be staffed, paid eight hours a day, five days a week or not. I can't really off the top of my head... Chief Tice: There was no stipulations, it was for a full time inspector but we're not going to need somebody there, not projected at 40 hours a week. But, when I say as needed, when they're doing the inspections, when they need the inspections that they would be there. Selectman Roy: But the question becomes what does the stipulation actually say? Selectman Jakoby: Correct. Selectman Roy: Because if it says there supposed to be there full time, then I would imagine you would have to go out for another bid. Selectman Morin: I agree. We enforce those stipulations so we need to follow what the stipulation says. Selectman Roy: So I think we should table this until we know what the stipulation says. Chief Tice: OK. Chairman Guessferd: So let's do that. Let's figure out exactly what the stipulation says. Selectman Dumont: I just had a couple other questions. I do think it's wise to make sure that we're following exactly what the stipulation says. Did you guys, I know you said you reached out Wright Pierce, but did you reach out to any of the other people that got the bid package or just asked why they weren't interested? Quite frankly what surprised me was NorthPoint just because there were kind of, maybe they don't have the time. I don't know but... Chief Tice: We didn't reach out to anybody, we just, we know a lot of the engineers are busy. So we had Wright Pierce has done a lot of work for the Town before,

that's who we reached out to. Chairman Guessferd: I think NorthPoint does a lot of work where they're doing like upfront work as well as onsite construction and that sort of thing. They may have decided this just wasn't worth adjusting the inspectional piece. I don't know but, I know we've used them before for projects and they've taken a bigger role. Selectman Dumont: I was just curious because it was a local thing, but. Nothing against them I was just more curious myself. Because you guys sent out to quite a few people so I thought that was pretty good. The other thing, I just wanted to clarify for everybody, so the understanding is that we're going, we will be under contract with the engineer, this inspector. This is not somebody that Target will be directly involved with other than through your office. So, the day to day, all the inspections will be handled through your office, it's not handled through Target, then getting the information back to you. Target's not paying them directly, they're reimbursing us as a Town. So the engineer, the inspectors working for us just as any other third party advisor that we have for the Planning Department or for the Zoning Department. I just want to make sure there's no view of Target hiring inspectors for their own project. Chief Tice: Correct. That's why we worked it the way we did with Target paying the Town, the Town managing the contract, paying the invoices and the engineering inspector reporting to our Inspectional Services. Chairman Guessferd: Yes, it's going to have to be crystal clear to the inspectors that they work for you guys. Selectman Dumont: Yes, I just want to make sure that obviously the reporting goes directly to you guys first. And then however it gets transmitted after that, obviously it's up to you guys. But, you know, you guys should be obviously point of contact. Chief Tice: Yes, exactly. Selectman Dumont: OK, thank you. Chairman Guessferd: Alright, anything else? So, we're going to table this item until we have more information and we can verify the terms of the stipulation in the application, the approved application. Selectman Jakoby: Do you want a motion to do that, or? Chairman Guessferd: I don't think we need to, do we? Selectman Morin: Somebody tabled it so. Mr. Malizia: Yes, they tabled it. Selectman Jakoby: OK. Chairman Guessferd: Think we can have that done by December 10th? Chief Tice: Yes. Chairman Guessferd: Put that on the December 10th agenda then. OK.

E. Consolidated Tax Abatement Appeal – Assessing/Decision

Chairman Guessferd recognizes town Administrator, Steve Malizia: So, so much of the Eversource PSNH tax appeals, Consolidated has filed for some of the years for their property that's in our right-of-way. To be more efficient it's always better to spread the litigation amongst other towns that have been, are litigating this. In essence, Donahue, Tucker is doing the litigation for the PSNH Eversource. We benefitted from the economies upscale. We'd like to do the same with the Consolidated Communication cases, I believe they've listed several communities, Salem, Windham, Plastow. So, it's our recommendation that we enter into an agreement with Donahue, Tucker, not our normal attorney. But Donahue, Tucker specializes in this sort of litigation. To basically benefit from the cost sharing and to defend the Town's values for the Consolidated equipment in the Town's right-of-way. Chairman Guessferd: Do we have any comments from the Board? Selectman Dumont: I would just concur with the Town Administrator. I think it's extremely wise to try to hop on the band wagon instead of go alone by ourselves. Selectman Roy: Absolutely. And to have somebody that does that kind of work full time. Mr. Malizia: Nobody doing it for us on PSNH when we benefitted. Our share of the bill is 3%. Chairman Guessferd: Alright, having said all that did you want ...

Selectman Dumont made a motion, seconded by Selectman Morin, to approve and sign the referenced engagement letter to engage Donahue, Tucker & Ciandella (DTC) as Special Counsel and to represent the Town of Hudson in the tax abatement appeal of Consolidated pending at the Merrimack County Superior Court. Motion carried, 5-0.

11. Selectman Liaison Reports/Other Remarks

Selectman Morin: On Friday Santa will be coming at 4:00pm at Library Park to light the tree and then will be moving on to the Community Center where pictures with Santa will be taken. And that's from 4:30pm – 6:00pm. And other than that, I've had no committee meetings at this point. So I just wish everybody a happy Thanksgiving.

Selectman Roy: So the only thing I have is to wish everybody a happy and safe Thanksgiving. The Fire Prevention Officer, Steve Dube, was on Working Together with Hudson talking about holiday safety issues. So, if you want to get some good tips and good information, just go ahead and watch that episode.

Selectman Dumont: Not a whole lot. Did have a Library meeting, discussed some of the leaks over in the basement over there, unfortunately, that they're working through. It's looking better, they have all the mold mitigated, so they're working through that process to get it rebuilt. After that I had back-to-back over at NRPC, I just

figured I'd give you an update on that. As far as the 10 year plan, there was about 30 projects that, or about 24 projects that were submitted. Because of the amount, or cost of construction now, only about four them fit into the 10 year plan. Unfortunately ours didn't make that round. I think there's some other avenues for us there. But, they scored on a different scale and based on the way the scoring went, a couple of the other projects went out to Wilton and Milford, I believe were the two. Wilton, Milford and Amherst. So, Wilton had two of them. I thought I'd just let you guys know. Other than that happy thanksgiving. I hope everybody has a good time.

Selectman Jakoby: I just wanted to once again thank the Budget Committee for their, their thoughtfulness in the process for the Town budget. We have completed the Town budget presentations. I also wanted to thank the Selectmen who supported the staff members who were presenting and all of their input as this was my first Budget Committee liaison post. And I just really thank the Budget Committee for that process. And especially our staff for presenting one of the best budgets that has continuously been said by many people. So, our staff is to be commended on all of their efforts. So, I will let Gary talk about the School Board and happy Thanksgiving to everyone and please consider volunteering and please consider helping in any way you can or running in March. Because I figured we should start that now.

Selectman Morin: I did forget one thing. I was told that by next week the bridge should be done. Chairman Guessferd: It was looking like they were making a lot of progress on it. Selectman Morin: It should be done next week. Selectman Jakoby: Excellent. Chairman Guessferd: That is great news. It probably means they hopefully spend a little less money, too. OK, that's great news. Now if Nashua can do their piece.

Chairman Guessferd: So, for me, I've got a few things. One, Sustainability, there was a meeting last night. They are continuing to talk about some future costs, energy cost savings, opportunities, composting, things like that. We have some subcommittees that are working on certain areas to bring to the Board, or to the Committee and whether they end up coming to us to see them at some point. Also, please note, and you'll see boxes around Town, I think they're going to be here in Town Hall, as well, for the collection of lights. Remember when your Christmas trees, when you dispose of your Christmas trees, make sure the lights are not on the tree. And that you take them off and we can recycle them. We'll be recycling Christmas lights throughout the season. Even before Christmas if you have strands of lights that aren't working don't just throw them in the trash, recycle them. You can contact Sustainability Committee, or any of us really, and we'll let you know where you can drop those off. But, there are some visible places around town for that. As far as Planning Board, there is a special Planning Board meeting that will be taking place next week. We'll be going over all the zoning, proposed zoning changes for the ballot. So that will be happening on the fourth, 7:00pm. in the other meeting room. Finally, Recreation. There's a lot of updates for the Recreation. We have mentioned it before but there's the southern tour of lights that's happening. It's the second time we've done it, we're collaborating with 12 other Rec Departments in southern New Hampshire. If you want to decorate your house during the holiday season, contact Chrissy Peterson and add your name to the list. And the deadline is 12/2, which is next Tuesday. So, if you're still wondering if you want to do it, you have until next Tuesday. And then on next Friday, on the sixth, a full list of the addresses for towns participating will be posted on the Recreation Facebook pages, on the Town Recreation website. So, you'll be able to see where they are so can go around and see all those lights. And anyone adds their address, here's an additional incentive, will have their name thrown into a raffle to win a \$50 gift card to a local establishment. So, additional incentive there. The Senior Citizen Italy trip, I mentioned that last meeting. They returned last week and had a great time. They had perfect weather, amazing tour guides and said they would attend again if we offered it. They're now working on a trip to Alaska. So seniors, you want to go to Alaska, keep your ears and eyes open and that will be coming up. And then finally, and we have a lot, we have Selectman Dave Morin to thank for this, senior citizen holiday lights guided tour. He's coordinated with a bus company, he's got a guided bus tour of holiday lights for senior citizens. Please note the event was his idea and it's going to be on 12/16 at 5:30pm. The 16th of December. So the attendees will enjoy hot chocolate and cookies for the professional firefighters of Hudson and sandwiches from the Rec Department before attending on the bus tour of the holiday lights. And it is two busses so the understanding here is get your reservation in early. It's limited seats and contact Director Chrissy Peterson, again, by phone or email to get your name on the list so you can make sure you get a seat on the bus. And that should be a lot of fun. Other than that, I do want to wish everyone a happy Thanksgiving. But I also want to caution people the weather is not supposed to very good at all over this weekend. Especially Thursday and Friday so please, please in your travels be careful, be watchful, be smart in terms of driving and after having some holiday cheer. So I want everybody to come back healthy, happy, safe and again wish everyone have a great Thanksgiving. And I guess for me, oh one other thing. You talked about volunteers. I think we ought to be also doing this at every single meeting. Vote in March. 78% of the people came out and voted at this last election. Some of us were there and it was really great to see so many people coming out. But, we need those people coming out again in

March for the Town election which is where the rubber meets the road. This is where it affects your wallet, it affects your day to day lives much more directly and we ask that, you know, you continue carry out, you know, this voting that you're doing and come out for the Town election. So, we also will have Deliberative Sessions before that if you're interested in learning more about what the Warrant Articles are going to have in them and we encourage you to come out and get involved. Get educated and so you understand what's going on and what will affect you. And really that's all I have right now so I will now turn over to the Town Administrator.

10. Remarks by Town Administrator: I don't have much I just want to thank everybody like you said for the Budget Committee. I think it went very well this year and thanks to everyone and all the departments and everyone that participated. I believe we're meeting with them in January when we get to the public hearings, so stay tuned. Just a quick reminder the offices are closed for Thanksgiving on Thursday and Friday. So Town offices, Town Hall are closed Thursday and Friday. So happy Thanksgiving everybody.

11. School Board Liaison Gary Gasdia: Well thank you. First, I just want to thank the Board for opening with your moment of silence for Diana LaMothe and Kara thank you for the nice words. To echo what Selectman Roy said, huge advocate for the schools, huge supporter. Worked on a lot of, a lot of things. It's a big loss and prayers go out to her family. As for the business of the Board, so the Town wrapped up with the Budget Committee and now it's the schools turn. We start, I believe, December 4th. You know the public can get involved, everything is out on the website, SAU81.org., you can see all of the numbers. Everything is out there, let's get involved now so we're not figuring it out at Deliberative Session. But hopefully we have a similarly smooth process that you had. The only piece that we're still talking about which will be at our meeting coming up on Monday, is we're still finalizing some of our warrant articles that will be there. We will have, we know will have two contracts, the teachers' contract and the secretary's contract and then there'll be some other items that will probably be on the ballot for either capital reserve funds or things will come out of year end fund balance. Few exciting things going on in the schools. This morning WMUR meteorologist Kevin Skarupa was at Hills Garrison Elementary and actually did the forecast live from there this morning so that was exciting for the kids. The CTE Center has been doing an Explore Your Future series. A couple weeks ago, maybe last week, they brought eight vendors to HMS for seventh graders to talk about different jobs in the manufacturing sector. So that was well received. And then last Friday the Hudson Police played the Best Buddies at Alvirne in a football game and I heard it was a hard fought battle but the students squeaked by with a win at the end. But thank you HPD for doing that. And with that I would say school is out until the rest of the week so happy Thanksgiving everyone.

Chairman Guessferd: At this point I'm going to ask for a motion to enter into non-public.

Selectman Morin made a motion, seconded by Selectman Roy, to enter into non-public.

12. NONPUBLIC SESSION

Selectman Morin made a motion, seconded by Selectman Roy to enter into nonpublic session under:
RSA 91-A:2, III (a) Strategy or negotiations with respect to collective bargaining;

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. (b) The hiring of any person as a public employee.

Nonpublic Session was entered at 7:59 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered into public session at 10:00 p.m.

Motions made after nonpublic session:

- 1) Motion by Selectman Roy, seconded by Selectman Morin, to seal the November 26, 2024 non-public minutes. Motion carried, 5-0.

- 2) Selectman Morin made a motion, seconded by Selectman Dumont, to hire Joshua Kippenhan as a full-time Police Officer with a starting salary of \$28.82 (step 1), all in accordance with the Hudson Police Employee Association Contract, as recommended by the Police Chief. Motion carried, 5-0.
- 3) Selectman Jakoby made a motion, seconded by Selectman Dumont, to hire Alexi Jarry as a full-time Telecommunication Technician with a starting salary of \$23.09 (step 1) per hour, all in accordance with the Hudson Police Employee Association Contract, as recommended by the Police Chief. Motion carried, 5-0.
- 4) Selectman Dumont made a motion, seconded by Selectman Jakoby, to deny the firefighter Step 2 grievance filed by the International Association of Fire Fighters. Motion carried, 5-0.
- 5) Selectman Dumont made a motion, seconded by Selectman Jakoby, to authorize the Board to enter into an MOU with the Professional Firefighters of Hudson Local 3154 which would extend the firefighters probationary period to one (1) year from the employee's date of hire to complete the specified requirements and establish requirements that must be met within eighteen (18) months from the employee's date of hire, as recommended by the Fire Chief. Motion carried, 5-0.
- 6) Selectman Dumont made a motion, seconded by Selectman Jakoby, to terminate Dispatcher John Collins effective November 28, 2024. Motion carried, 4-0-1. Chairman Guessferd recusing.
- 7) Selectman Jakoby made a motion, seconded by Selectman Dumont, to appoint Town Accountant Beth McKee as Interim Finance Department Supervisor until a Finance Director is hired and to increase her salary by 7.5% while she performs the duties of Interim Finance Supervisor. Motion carried, 5-0.
- 8) Selectman Morin made a motion, seconded by Selectman Dumont, to transfer the Human Service Specialist position from reporting to the Finance Director to reporting to the Town Administrator. Motion carried, 4-1. Selectman Roy opposing.
- 9) Selectman Morin made a motion, seconded by Selectman Roy to adjourn at 10:03p.m. Motion carried, 5-0.

13. ADJOURNMENT

Motion to adjourn at 10:03 p.m. by Selectman Morin, seconded by Selectman Roy. Carried, 5-0.

Recorded by HCTV and transcribed by Lorrie Weissgarber, Executive Assistant.

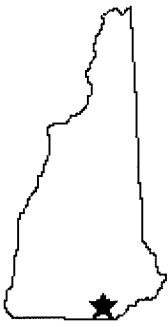
Bob Guessferd, Chairman

Dillon Dumont, Vice-Chairman

Kara Roy, Selectman

Heidi Jakoby, Selectman

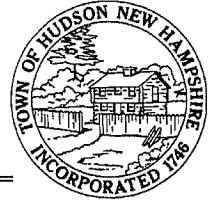
Dave Morin, Selectman



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Emergency 911
 Business 603-886-6021
 Fax 603-594-1164

Scott J. Tice
 Chief of Department

TO: Bob Guessferd
 Chairman, Board of Selectmen

FR: Scott Tice
 Fire Chief 

DT: December 5, 2024

RE: December 10, 2024 BOS Public Agenda – Inspector/Professional Engineering Bid Award

Please place the following item on the above-indicated agenda from the Fire Department:

At the November 26, 2024 Board of Selectmen's meeting, I put forth a motion to award the Inspector/Professional Engineering Bid Award to Wright-Pierce for the Target Distribution Center project. At that meeting, the Board tabled the motion as there were questions related to the requirements in the development agreement regarding the position being full time.

Within the development agreement, item #27 states the following:

"The Applicant shall pay for the cost of locating a construction trailer on the site (with appropriate HVAC, electrical, and other utilities) to support a work space for the Town of Hudson Inspectional Service and Land Use Divisions. The Applicant shall also pay for the retention of inspector(s) solely for the purpose of inspecting the construction and Project for the duration of the Project as reasonably agreed by the Applicant and Fire Chief. The inspectional services trailer shall be located on the site within thirty (30) days after notice by the Inspectional Services Division to the Applicant, but not later than the commencement of construction of the Main Building foundation, and remain on the site until the Certificate of Occupancy is issued or as otherwise agreed between the Applicant and Fire Chief."

This should clarify that there is not a specific requirement to have a full-time inspector. However, we have worked with Wright-Pierce and Target to ensure we will have coverage up to forty (40) hours per week if needed. The proposal submitted by Wright-Pierce has been updated to reflect this.

Project Description

Wright-Pierce understands the Town needs inspection services in support of the construction of the in-progress facility to serve as an extension of Town staff until completion of the project. The inspections will be over the anticipated duration of 18 to 24 months, assumed to be up to 40 hours per week on average, to help assist the Town in responding to schedule-sensitive inspections for the project. The proposed project is to erect several commercial buildings including: a distribution building totaling 1,393,822 square feet, a 7,427 square foot maintenance building, a 3,538 square foot transportation building and a 1,114 square foot guard house building.

As originally discussed at the November 26th meeting, due to the nature of this project, there is not a specific total amount to award as services are based on an hourly rate which is outlined as follows in the chart below:

Task Description	Hourly Rate
Personnel	
Project Manager / Professional Engineer – Structural	\$178 - \$284
Professional Architect	\$199 - \$248
Professional Engineer – Electrical / COM	\$213 - \$262
Professional Engineer - Fire Suppression	\$268 - \$322
Professional Engineer – Mechanical / Plumbing	\$193 - \$200
Field Inspector	\$126 - \$147
Assumed Average Weekly Field Inspector Hours	40

These fees will be paid by Target through the Town, there is no taxpayer money supporting this project.

The proposal from Wright-Pierce has been reviewed by our Town Attorney and a form of agreement has been drafted which would be signed upon approval from the Board.

Should the Board concur with my recommendation, the following motions would be appropriate:

Motion #1:

“To award the Inspector/Professional Engineer contract to Wright-Pierce” as recommended by the Fire Chief.

Motion #2:

“To authorize the Fire Chief to sign all agreements and proposals between the Town of Hudson and Wright-Pierce” as recommended by the Fire Chief.

October 15, 2024
Revised November 27, 2024

Mr. David Hebert
Town of Hudson Fire Marshal
12 School Street
Hudson, NH 03051

**SUBJECT: Proposal for Inspector / Professional Engineering Services for Target Distribution Center
269 A-E Lowell Road, Hudson, NH**

Dear Mr. Hebert,

Thank you for the opportunity to submit this proposal to The Town of Hudson to provide inspection and engineering services for the construction of a new Target Stores distribution center at the former Green Meadow Golf Club. Outlined herein are the description of the project, our scope of work, and the basis of compensation for our services. The services provided under this proposal will be conducted in accordance with the terms and conditions as attached.

Project Description

Wright-Pierce understands the Town needs inspection services in support of the construction of the in-progress facility to serve as an extension of Town staff until completion of the project. The inspections will be over the anticipated duration of 18 to 24 months, assumed to be up to 40 hours per week on average, to help assist the Town in responding to schedule-sensitive inspections for the project. The proposed project is to erect several commercial buildings including: a distribution building totaling 1,393,822 square feet, a 7,427 square foot maintenance building, a 3,538 square foot transportation building and a 1,114 square foot guard house building.

Scope of Services

Task 1: Project Inspection Services

The work will include interpretation of the International Code Council and NFPA codes to enforce the State of NH Adopted Building and Fire Codes for building elements and connections to site elements within ten feet of the building:

- Commercial structural components to include footing and foundation reinforcing steel, foundation inspection after concrete is placed, structural steel framing, light gauge metal stud framing, concrete wall panels, all roof components
- Plumbing systems
- Mechanical systems
- Heating and Cooling systems
- Electrical systems
- Sprinkler systems

10/15/2024

Mr. David Hebert

Page 2 of 5

- Fire pumps/water storage tanks
- Fire alarm systems
- Hydrogen systems
- Battery Charging systems
- Communication system

Wright-Pierce will be accessible and available to all trades during construction to assist in code clarification and questions that may arise. We will perform the proposed on-site inspections using professional engineering staff or personnel working under the direction of a professional engineer. Subconsultant Code Red will join Wright-Pierce on an on-call basis for inspection services related to fire suppressions, charging, and communications systems.

Task 2: Project Meetings

Wright-Pierce will keep the Fire Marshal abreast of construction activities and any clarifications needed on a weekly basis, or sooner as needed. Wright-Pierce will schedule weekly / bi-weekly update calls with the Fire Marshal as needed to provide updates on progress, questions and concerns and schedule updates from the developer / contractor. Wright-Pierce will attend weekly / bi-weekly site meetings with the Fire Marshal, the Fire Chief and the project design teams as well as the construction project management team.

Project Team Background



Wright-Pierce Overview

Wright-Pierce is an award-winning, multidiscipline engineering firm that has been providing heavy civil, drinking water, and wastewater infrastructure services since 1947. Employee-owned and operated, our firm is made up of more than 300 engineers and support professionals located in offices throughout the Northeast and Florida. We complete many engineering projects each year, ranging in size from less than \$100,000 to more than \$100 million. We provide full engineering services from initial planning to design, bidding, construction administration, and operational support.

An Award-Winning Firm

Wright-Pierce has been recognized by several industry organizations for business performance and engineering excellence. We rank in

10/15/2024

Mr. David Hebert

Page 3 of 5

Engineering News-Record (ENR) "Top" lists, including the Top 500 Design Firms and Top 200 Environmental Design Firms in the country. Many of our projects receive regional ACEC Engineering Excellence Awards.

In addition, Wright-Pierce is a multi-year winner of the PSMJ Resources, Inc. 'Circle of Excellence' Award. PSMJ is a firm dedicated to business practices of architectural and engineering (A/E) firms worldwide and bestows its Circle of Excellence award after assessing benchmarks for operations, management, and sustainability.

Responsive Service Focused on Your Success

The cornerstone of our business is to help our clients improve their communities while protecting public health and the environment. For every project, we focus on the following:

- Understanding the project issues and goals
- Stressing practical, operator-friendly solutions
- Identifying fiscal constraints and emphasizing value-based solutions
- Involving and collaborating with our clients throughout the project

For this project, we intend to serve the Town from our Portsmouth location with support from other area offices in Bedford, NH and Burlington, MA.

Code Red, LLC Overview

Code Red Consultants, LLC is a fire protection engineering and code consulting firm comprised of experts with Master of Science degrees in Fire Protection Engineering. We are active members in various professional organizations including the National Fire Protection Association (NFPA), the Society of Fire Protection Engineers (SFPE), amongst many other state and local code organizations. Having a specialized knowledge in fire science, coupled with an in-depth knowledge of building and fire codes, we offer a consulting experience that provides performance-based solutions in a world of prescriptive codes. From master planning through construction, our goal is to provide innovative and intelligent code compliance options that give our clients the information necessary to make informed design decisions.

At Code Red Consultants, we have experience in addressing the unique code compliance challenges faced by retail establishments of all sizes. We understand the complexities involved with large occupant loads, long travel distances to exits, and the need for vertical connectivity within retail spaces. Our expertise includes creating life safety compliance drawings for malls and designing smoke control systems for expansive retail areas.

Our team is well-versed in code allowances and alternatives, collaborating with Authorities Having Jurisdiction (AHJs) and building owners to develop innovative solutions tailored to each project's needs. Recent projects include notable retail tenants at Assembly Row in Somerville, MA, multiple locations on Newbury Street in Boston, Sears in Burlington, MA, and Star Market in Brighton, MA. Our background as fire protection engineers, combined with our active involvement in the code community, allows us to effectively partner with building and fire officials to ensure successful code compliance.

10/15/2024

Mr. David Hebert

Page 4 of 5

References

Client	Contact	Project Relevance
Town of Exeter 13 Newfields Road Exeter, NH 03833	Jay Perkins Highway Superintendent 603.773.6157 jperkins@exeternh.gov	<ul style="list-style-type: none">• Wastewater Treatment Facilities• Roadway, bridge, and stormwater improvements• Design and construction administration
Town of Newmarket 4 Young Lane Newmarket, NH 03857	Rick Malasky Director of Public Works 603.659.3093 rmalasky@newmarketnh.gov	<ul style="list-style-type: none">• Water Treatment Facility• Wastewater Treatment Facility• Roadway, bridge, and stormwater improvements• Design and construction administration
City of Somersworth One Government Way Somersworth, NH 03878	Michael Bobinsky Director of Public Works and Utilities 603.692.4262 mbobinsky@somersworthnh.gov	<ul style="list-style-type: none">• Water Treatment Facility• Wastewater Treatment Facility• Stormwater system upgrades• Design and Construction administration services
Georgia Pacific, LLC¹ 170 Shattuck Way Newington, NH 03801	Jose Valdez Director of Facilities 603-433-8000 javaldez@gapac.com	<ul style="list-style-type: none">• Industrial Building Facilities• Stormwater system upgrades• Design and Construction administration services

1. Reference for Jason Gallant, PE in prior employment.

Project Billing Rates

Based on our understanding of the project requirements, we have prepared the following rate schedule to complete the scope of services over the anticipated 18–24-month period of construction. Direct expenses for the Field Inspector are included within the total hourly rate below. Subconsultant costs, with 10% markup, are included in our proposed rates as follows:


Task Description	Hourly Rate
Personnel	
Project Manager / Professional Engineer – Structural	\$178 - \$284
Professional Architect	\$199 - \$248
Professional Engineer – Electrical / COM	\$213 - \$262
Professional Engineer - Fire Suppression	\$268 - \$322
Professional Engineer – Mechanical / Plumbing	\$193 - \$200
Field Inspector	\$126 - \$147
Assumed Average Weekly Field Inspector Hours	40

We recommend that the budget for services could be in the range of \$600,000 over the duration of the project. It is suggested that the Town set a \$120,000 allowance with Target, representing about 20% of the assumed effort, to start the building inspection phase of the project. This represents our best judgement at this time as to the effort required to achieve the stated objectives. For planning purposes, it must be recognized that unforeseen conditions, which become evident during the project, may alter, or increase the effort required. You will be notified of any changes requiring an increase in budget, and we will not exceed the recommended budget without your prior approval.

Please review, countersign, and return a copy of this proposal letter for our files. We appreciate the opportunity to be of service to you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-400-6448.

Sincerely,
WRIGHT-PIERCE


Jason Gallant, PE
Senior Associate, Project Manager
jason.gallant@wright-pierce.com


Ryan T. Wingard, PE
Vice President
ryan.wingard@wright-pierce.com

Seen and agreed to by:
The Town of Hudson

By: _____

Name: _____

Title: _____

Date: _____

**INSPECTION SERVICES
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town of Hudson, its officials, officers, agents and employees from any and all claims and losses against them, accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor, its agents, employees, and personnel, in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Hudson for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees, it being understood that contractor's obligation to indemnify is limited to injuries or damages caused by contractor, its agents, employees, and personnel, and not by the Town of Hudson. This indemnification shall survive the expiration or early termination of this contract.

Company Wright-Pierce

Taxpayer identification number 01-0228316

Authorized signature 

Date November 22, 2024

Address 230 Commerce Way, Suite 302, Portsmouth, NH 03801

Telephone (603) 430-3728

Toll-free number (888) 621-8156

Fax number (978) 267-1708

E-mail address ryan.wingard@wright-pierce.com

**FORM OF AGREEMENT
BETWEEN TOWN OF HUDSON AND CONTRACTOR**

THIS AGREEMENT is dated as of the 27th day of November in the year 2024 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and Wright-Pierce, 230 Commerce Way, Suite 302, Portsmouth, NH 03801 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**INSPECTOR/PROFESSIONAL ENGINEER
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 – FIRE CHIEF

The Project is being managed by the FIRE CHIEF, with assistance from the FIRE MARSHAL, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. CONTRACTOR'S personnel shall report findings timely and directly to the FIRE MARSHAL as directed by the FIRE MARSHAL. CONTRACTOR's Field Inspectors shall report and consult directly with the FIRE MARSHAL in the first instance with regard to any questions concerning code compliance or code interpretation. CONTRACTOR's Field Inspectors will obtain prior authorization of the FIRE MARSHAL for consult with CONTRACTOR's office-based professional engineering staff beyond de minimis coordination or engagement.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the hourly rate as shown on the Proposal Form (attached).

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit detailed Applications for Payment in accordance with the General Conditions and Supplemental Conditions. Applications for Payment will be processed by FIRE CHIEF as follows:

- Payment will be made within thirty (30) days of billing.

ARTICLE 5 - DELETED

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 Deleted.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.6 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFP – Inspector/Professional Engineer.
- 7.2 Town of Hudson required contract forms:
 - a.) Proposal Document
 - b.) {Deleted}
 - d.) Alternate Form W-9
 - d.) Modified Indemnification Agreement
- 7.3 Notice of Award.

- 7.4 This Agreement.
- 7.5 CONTRACTOR's Proposal.
- 7.6 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.7 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions, for construction use only.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR Wright-Pierce

By: _____

By: 

Print Name _____

Print Name: Ryan Wingard, PE

Title: _____

Title: Practice Group Leader

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).



WRIGHTP-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">PHONE (A/C, No, Ext): (617) 328-6555</td> <td style="width:30%;">FAX (A/C, No): (617) 328-6888</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: boston@amesgough.com</td> </tr> </table>	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	E-MAIL ADDRESS: boston@amesgough.com
PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888			
E-MAIL ADDRESS: boston@amesgough.com				

INSURED Wright-Pierce 11 Bowdoin Mill Island Suite 140 Topsham, ME 04086	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)	22276
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			47EPP31360304	1/1/2024	1/1/2025	Per Claim Limit 5,000,000
A				47EPP31360304	1/1/2024	1/1/2025	Aggregate Limit 5,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER Town of Hudson, NH 12 School Street Hudson, NH 03051-4249	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>
--	--



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Agenda
11-26-24

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Scott J. Tice
Chief of Department

RECEIVED

NOV 20 2024

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Bob Guessferd
Chairman, Board of Selectmen

FR: Scott Tice *ST*
Fire Chief

DT: November 19, 2024

RE: November 26, 2024 BOS Public Agenda – Inspector/Professional Engineer Bid Award

Please place the following item on the above-indicated agenda from the Fire Department:

The Hudson Fire Department has been working through the formal bidding process for an Inspector/Professional Engineer related to the Target Distribution Center project. A request for proposal (RFP) was developed and advertised.

In accordance with the Town of Hudson purchasing policies the following steps were completed;

1. Advertisement
 - a. Posted on the Town of Hudson Website
 - b. Posted in the Union Leader
 - c. Emailed direct solicitations to vendors
2. Solicitations of vendors
 - a. Wright-Pierce
 - b. Fando Engineering
 - c. WSE Inc
 - d. CMA Engineers
 - e. NorthPoint Construction Management
 - f. Team Engineering
3. Formal Bid Opening
 - a. No formal bids were received by the deadline of 10:00AM on Monday, September 16, 2024.

After receiving no bids, we continued to solicit vendors to discuss our needs regarding this RFP. On October 15, 2024 we received a bid from Wright-Pierce.

Due to the nature of this project, there is not a specific total amount to award as services are based on an hourly rate which is outlined as follows in the chart below:

Project Billing Rates

Based on our understanding of the project requirements, we have prepared the following rate schedule to complete the scope of services over the anticipated 18–24-month period of construction. Direct expenses for the Field Inspector are included within the total hourly rate below. Subconsultant costs, with 10% markup, are included in our proposed rates as follows:

Task Description	Hourly Rate
Personnel	
Project Manager / Professional Engineer – Structural	\$178 - \$284
Professional Architect	\$199 - \$248
Professional Engineer – Electrical / COM	\$213 - \$262
Professional Engineer - Fire Suppression	\$268 - \$322
Professional Engineer – Mechanical / Plumbing	\$193 - \$200
Field Inspector	\$126 - \$147
Assumed Average Weekly Field Inspector Hours	24-28

While the town will be paying for these charges directly to Wright-Pierce once invoiced, this will be fully funded by Target as part of their conditions related to construction practices.

The proposal from Wright-Pierce has been reviewed by our Town Attorney and a form of agreement has been drafted which would be signed upon approval from the Board.

Should the Board concur with my recommendation, the following motion would be appropriate.

Motion:

“To award the Inspector/Professional Engineer contract to Wright-Pierce” as recommended by the Fire Chief.



TOWN OF HUDSON

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481



Request for Proposal/Bid Checklist

Department: Inspectional Services

Project Name: Inspector / Professional Engineer

Date: 11/7/2024

Budget: N/A

Was This Project Advertised? Yes No

Where? Town Website and the Union Leader (8/15/24 edition)

Was it delivered to four vendors/contractors? Yes No

If No, reason why: _____

If Yes, list of vendors/contractors delivered to:

- 1.) Wright-Pierce
- 2.) Fando Engineering
- 3.) WSE Inc
- 4.) CMA Engineers 5.) NorthPoint Construction Management 6.) Team Engineering

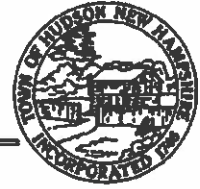
Selected Contractor/Vendor: No bids received by due date. One bid received from Wright-Pierce on 10/15/2024

Award Amount: N/A - Based on hourly rate for work completed (Award to Wright-Pierce)



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Emergency 911
Business 603-886-6021
Fax 603-594-1164

Scott J. Tice
Chief of Department

RECEIVED

NOV 20 2024

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Bob Guessferd
Chairman

FR: Scott J. Tice *[Signature]*
Fire Chief

DT: November 19, 2024

RE: November 26, 2024 BOS Public Agenda, Town Code § 205-4 Fire Department Fees

At the March 12, 2024 town election, Warrant Article 24 was passed which established a Fire Alarm/Master Box revolving fund. We have finalized the changes that we are recommending to Hudson Town Code § 205-4 Fire Department fees for this purpose.

We are asking the Board of Selectmen to adopt the following changes, which have been highlighted in the attached copy of Town Code and are outlined below.

§ 205-4 Fire Department fees

Add the following:

- T. Municipal Fire Alarm Monitoring System Initial Connection Permit Fee: \$750.00 (Plus Materials)
- U. Municipal Fire Alarm Monitoring Annual Fee: \$250.00 (per Master Box)
- V. Municipal Fire Alarm Digital Dialer Monitoring Annual Fee: \$150.00 (per Digital Dialer)

If the Board of Selectmen are in agreement with the suggested changes, we would recommend scheduling a public hearing in accordance with RSA 41:14-b for the December 10, 2024 meeting.

Motion:

"To schedule a public hearing on December 10, 2024 for the proposed changes to Hudson Town Code § 205-4 Fire Department fees" as recommended by the Fire Chief.

§ 205-4. Fire Department fees. [Amended 2-24-2015 by Ord. No. 15-02]

Fire Department fees are set as follows:

- A. Gas and oil burner installation: \$30.
- B. Blasting (annual): \$175.
- C. Place of assembly:
 - (1) Fifty persons: \$15.
 - (2) Fifty to 299 persons: \$20.
 - (3) Three hundred plus: \$30.
 - (4) Temporary: \$30.
- D. Solid fuel burning equipment (permit to install): \$60.
- E. Smoke detector certificate: \$50.
- F. Public fireworks display: \$50.
- G. Underground tank installation:
 - (1) Residential: \$30.
 - (a) Tank removal (below grade): \$30.
 - (2) Commercial/Industrial, 500 gallons or more: \$30.
- H. Underground tank removal: \$60.
- I. Aboveground tank installation (commercial/industrial): \$75.
- J. LP tank installation (less than 300 gallons): \$40.
- K. Day-care license, state code compliance: \$30.
- L. Reinspection for noncompliance or failure: \$15.
- M. Kerosene heaters (state permit): \$2.
- N. Fire alarm system (all except residential): \$60 (plus ~~\$0.50~~ \$1.00 per device). *
- O. Incident reports: \$15. For more than 10 pages, the fee shall be \$1 per page.
- P. Photographs: \$3.
- Q. VCR tape copy: \$15.
- R. Explosive permits:
 - (1) Short-term permit, per day: \$25.

* - Approved at 10/12/2021 Public Hearing,
Town Code not yet updated

- (2) Renewal of a previously issued permit, per day: \$50.
- (3) Issuance of an initial permit: \$100.
- (4) Reissuance of a previously revoked permit: \$250.
- (5) Renewal of a permit which has been applied for after the expiration date of the original permit: \$100.

S. Fire prevention systems.

- (1) Sprinkler application fee (nonrefundable): \$30.
- (2) NFPA 13D system (per riser): \$40.
- (3) NFPA 13R system (per riser): \$70.
- (4) NFPA 13 system (per riser):
 - (a) Up to 10,000 square feet of protected area: \$110.
 - (b) From 10,001 square feet to 25,000 square feet: \$225.
 - (c) From 25,001 square feet to 52,000 square feet: \$300.
 - (d) Up to six sprinkler heads: \$30.
 - (e) Seven to 20 sprinkler heads: \$55.
- (5) Standpipe system (not part of combined sprinkler/standpipe system):
 - (a) Up to three floors (per riser): \$70.
 - (b) Beyond three add, per floor: \$55.

T. Municipal Fire Alarm Monitoring System Initial Connection Permit Fee: \$750.00 (Plus Materials)

U. Municipal Fire Alarm Monitoring Annual Fee: \$250.00 (per Master Box)

V. Municipal Fire Alarm Digital Dialer Monitoring Annual Fee: \$150.00 (per Digital Dialer)



TOWN OF HUDSON

Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6018 • Fax: 603-594-1143

Town of Hudson Public Notice

The Board of Selectmen will hold a public hearing on Tuesday, December 10, 2024, in conjunction with its regularly scheduled meeting starting at 7:00 p.m., in the Selectmen's Meeting Room at Town Hall, 12 School Street, Hudson, NH, to amend Town Code 205-4, Fire Department Fees. Any Hudson, NH resident who wishes to speak on this matter is invited to attend.

§ 205-4, Fire Department Fees. (changes only):

<u>Fee</u>	<u>Current</u>	<u>Recommend</u>
Municipal Fire Alarm Monitoring System Initial Connection Permit Fee	\$0.00	\$750.00 Plus Materials
Municipal Fire Alarm Monitoring Annual Fee	\$0.00	\$250.00 per Master Box
Municipal Fire Alarm Digital Dialer Monitoring Annual Fee	\$0.00	\$150.00 per Digital Dialer

Steve Malizia
Town Administrator

Saturday, November 30, 2024 Telegraph edition

TOWN OF HUDSON - PUBLIC NOTICE

The Board of Selectmen will hold a public hearing on Tuesday, December 10, 2024, in conjunction with its regularly scheduled meeting starting at 7:00 p.m., in the Selectmen's Meeting Room at Town Hall, 12 School Street, Hudson, NH, to amend Town Code 205-4, Fire Department Fees. Any Hudson, NH resident who wishes to speak on this matter is invited to attend.

§ 205-4, Fire Department Fees. (changes only)

Municipal Fire Alarm Monitoring System Initial Connection Permit Fee

Current: \$0 Recommend: \$750.00 Plus Materials

Municipal Fire Alarm Monitoring Annual Fee

Current: \$0 Recommend: \$250.00 per Master Box

Municipal Fire Alarm Digital Dialer Monitoring

Current: \$0 Recommend: Annual Fee \$150.00 per Digital Dialer

Steve Malizia, Town Administrator

Get Results

The Telegraph

It's Your Community.

Call 594-6555

CLASSIFIEDS



Find the Telegraph Classifieds on the Internet
www.nashuatelegraph.com



The Telegraph is part of *The Hot-Ads network* - an online Classified Ad service combining the strength of newspapers in ten states nationwide.

Job Openings

Transportation Special

Merchandise for Sale

Yard Sale

60
Merchandise

Wanted to Buy
 CASH PAID FOR: OUTDATED & UNWANTED GOLD JEWELRY / US COINS & STAMPS / WATCHES / ANTIQUE BOOKS / MUSICAL INSTRUMENTS / BASEBALL CARDS. CALL/TEXT DAN AT (603) 505-1970

MILITARY ITEMS (WWI THRU VIETNAM) KNIVES, MEDALS, UNIFORMS, DOG-TAGS, BAYONETS, HELMETS. CALL 603-888-7346

\$100 or Less
 "Cole-Steel" 4 draw file cabinet \$15 603 801 1751

Milk Cartons \$2.00 each or 3 for \$5.00. Call 603-801-1751

Wicker Antique Carriage \$65.00 Take your doll for a walk. Call 603-801-1751

70
Transportation

Autos
 2004 GMC 2500HD 1 owner new



NashuaTelegraph.com
 or call



**LEGAL NOTICE
 CITY OF NASHUA
 NOTICE OF PUBLIC HEARING**

Notice is hereby given that a Public Hearing of the **City of Nashua Historic District Commission** will occur on **Monday, December 9, 2024 at 6:30 P.M.**, Room 208 at Nashua City Hall located at 229 Main Street, Nashua, NH. Members of the public can submit their comments via email zb@nashuanh.gov or by mail (please make sure to include your name/address and comments) by 4:00 p.m. on December 8, 2024 and read into the record at the appropriate time. Letters should be addressed to City of Nashua, Planning Department, P.O. Box 2019, Nashua, NH 03061. Plans can be viewed online starting December 5, 2024 at www.nashuanh.gov.

1. **Whiting Building, LLC (Owner) Christopher Sendelbach (Applicant) 33 Main Street, aka 29-39 Main Street (Sheet 68 Lot 131)** requesting approval to reface a wall sign and a projecting sign using same dimensions and location. D-1/MU Zone, Ward 3.

Other Business:

1. Review of Minutes for previous hearings/meetings.
2. Communications.
3. Discussion item:

"SUITABLE ACCOMMODATIONS FOR THE SENSORY IMPAIRED WILL BE PROVIDED UPON ADEQUATE ADVANCE NOTICE."

TOWN OF HUDSON - PUBLIC NOTICE

The Board of Selectmen will hold a public hearing on **Tuesday, December 10, 2024**, in conjunction with its regularly scheduled meeting starting at 7:00 p.m., in the Selectmen's Meeting Room at Town Hall, 12 School Street, Hudson, NH, to amend Town Code 205-4, Fire Department Fees. Any Hudson, NH resident who wishes to speak on this matter is invited to attend.

§ 205-4, Fire Department Fees. (changes only)

- Municipal Fire Alarm Monitoring System Initial Connection Permit Fee
 Current: \$0 Recommend: \$750.00 Plus Materials
 - Municipal Fire Alarm Monitoring Annual Fee
 Current: \$0 Recommend: \$250.00 per Master Box
 - Municipal Fire Alarm Digital Dialer Monitoring
 Current: \$0 Recommend: Annual Fee \$150.00 per Digital Dialer
- Steve Malizia: Town Administrator

INVITATION TO BID

**Nashua airport – boire field
 RUNWAY 14-32 centerline CRACK SEALING
 NHDOT NO. SBG-12-33-2024**

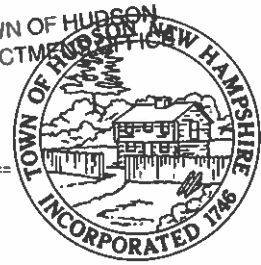
Sealed Bids for airport improvements at the Nashua Airport, Boire Field, will be received at the online bid hosting site, www.projectdog.com, on or before **Friday, December 20, 2024 at 10:00 A.M. local time**, at which time and place all bids will be automatically tabulated, and the results will be distributed to all bidders electronically. Bids submitted after this time will not be accepted. Bids must be submitted in accordance with the

RECEIVED

Agenda 10B
12-10-24

DEC 03 2024

TOWN OF HUDSON
SELECTMEN



TOWN OF HUDSON

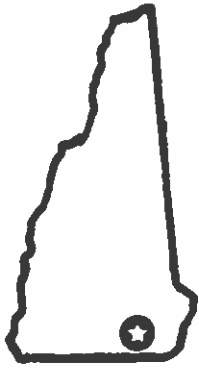
12 School Street, Hudson, NH 03051 (603) 886-6003

To: Board of Selectmen
From: Christine Strout-Lizotte, Tax Collector
Michelle Brewster, Town Clerk
Date: December 3, 2024
Re: Christmas Eve

The Town Clerk/Tax Collector's office and the Sewer Department will be closing early at 1:00pm on Christmas Eve, 12/24/24. The clerks will use Earned Time for closing early. We would like to request the support of the Board of Selectmen on this early closure and wish the Board a very Happy Holiday Season!

Thank you for your continued support.

Christine Strout-Lizotte
Michelle Brewster



TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051

Agenda 10C
12-10-24



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 4, 2024

Re: Lowell Road and Birch Street Intersection Improvements Warrant Article "E"

The Town has been informed that the proposed project for the construction of intersection improvements to the Lowell Road and Birch Street intersection did not make it onto the 10 year State highway plan. As 80% of the funding for this project was coming from a NHDOT Federal grant, the Town cannot afford to pay for the project without the grant. Based on this information, the Board of Selectmen should withdraw Warrant Article "E" from the FY 2026 Warrant. Should the Board vote to remove the article from the warrant, the following motion is appropriate:

Motion: To remove Warrant Article E, Lowell Road and Birch Street Intersection Improvements, from the Fiscal Year 2026 Warrant due to a lack of funding on the State 10 Year highway plan.

Should you have any questions or need additional information, please feel free to contact me. Thank you.

**Fiscal Year 2026
Warrant Article E**

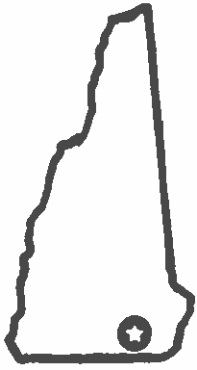
**Lowell Road and Birch Street Intersection
Improvements**

Shall the Town of Hudson vote to raise and appropriate the sum of \$2,005,000 for construction of intersection improvements? This project will be funded \$1,604,000 (80%) from NHDOT federal grant and \$401,000 from the Lowell Road Corridor Fund, Zone 1 and Zone 2. This is a Special Warrant Article, per RSA 32:3 VI, reflecting an appropriation that will not lapse until the monies are expended, or June 30, 2030, whichever is the earliest. This appropriation is in addition to Article "A", the Operating Budget.

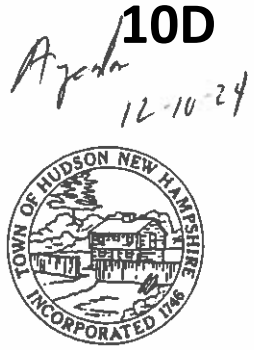
Tax Rate Impact is \$0.00

Recommended by the Board of Selectmen 5-0

Recommended/Not Recommended by the Budget Committee



TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 4, 2024

Re: Sustainability Committee Warrant Article Request

The Sustainability Committee has requested that the Board of Selectmen forward a warrant article to the FY 2026 Warrant to add \$25,000 to the Energy Efficiency Capital Reserve Fund. Should the Board vote to forward the article to the warrant, the following motion is appropriate:

Motion: To forward Warrant Article Q, Funding for Energy Efficiency Capital Reserve Fund in the amount of \$25,000, to the Fiscal Year 2026 Warrant.

Should you have any questions or need additional information, please feel free to contact me. Thank you.

Warrant Article Q

Funding for Energy Efficiency Capital Reserve Fund

Shall the Town of Hudson vote to raise and appropriate the sum of \$25,000 which will be added to the Energy Efficiency Capital Reserve Fund previously established in March 2020? The appropriation is in addition to Article A, the Operating Budget.

Tax Rate Impact is \$0.00

Recommended/Not Recommended by the Board of Selectmen 5-0

Recommended/Not Recommended by the Budget Committee

Malizia, Steve

From: Sustainability Hudson
Sent: Tuesday, December 3, 2024 10:04 PM
To: Malizia, Steve; Weissgarber, Lorrie; Guessferd, Robert
Subject: Energy Efficiency Capital Reserve Fund - BOS Agenda for Dec. 10
Attachments: Energy Efficiency Capital Reserve Fund Warrant Article for 2025 Ballot.docx

Dear Steve,

I reached out to Bob this afternoon regarding the need to “restore” the Energy Efficiency Capital Reserve Fund as the HPD hopes to finish making the Kirby Building energy efficient. The windows and doors are the originals. Unfortunately, no rebate programs are available to cover such work.

Thus, the Energy Efficiency Capital Reserve Fund is the logical source of funds.

This year, with the Sustainability Committee’s full support, the HPD’s request to use Energy Efficiency Capital Reserve funds to vastly improve the HVAC system in the old part of the Police Station was approved by the BOS. The improvements will save the Town money on energy bills for many years to come but were/are not eligible for any rebates. Thus, when work is completed, the Fund will need an infusion of \$25,000 for the ‘25-‘26 fiscal year.

As Chair, I am requesting that the attached Warrant Article be added to the Agenda for the BOS meeting on Dec. 10 for consideration to be approved and supported on the March 2025 Ballot.

I can give a very short statement as to why and answer any questions that evening.

Respectfully submitted,
Debbie Putnam
Sustainability Committee Chair

Town of Hudson, NH
Capital Reserve/Trust Funds
Fiscal Year 2026

Date of Creation	Fund	Department	Name of Trust	Market Value Balance 6/30/2024	Budgeted Additions FY25	Anticipated Withdrawals FY25	Anticipated Withdrawals FY26	FY26 Projected Balance	Agents/ Authority to Expend	Town Proposed FY2026
19-Aug-94	GF	5750-450	Ambulance CRF	74,624		(74,624)		(0)	Vote	
10-Mar-98	GF		Benson's Land CRF	85,066	10,000			95,066	BOS	
12-Mar-13	GF	5940-450	Communications Equip & Infrastructure	209,913				209,913	BOS	
13-Mar-01	GF		Conservation Land CRF	905,880				905,880	Vote	
12-Mar-24	GF		Drainage CRF	0	100,000			100,000	BOS	100,000
16-Jun-94	GF	5940-450	Employees Earned Time	1,029,046				1,029,046	BOS	
<i>10-Mar-20</i>	<i>GF</i>		<i>Energy Efficiency CRF</i>	<i>59,201</i>				<i>59,201</i>	<i>BOS</i>	
14-Mar-00	GF	5730-450	Fire Apparatus CRF	90,622	50,000			140,622	Vote	50,000
11-Mar-08	GF	5730-450	Fire Apparatus Refurb & Repair CRF	345,952	100,000			445,952	BOS	150,000
08-Mar-11	GF	5730-450	Fire Equipment CRF	8,981	25,000			33,981	BOS	25,000
08-Mar-22	GF/SF/WF		Generator Replacement/Repair	67,651	30,000			97,651	BOS	
09-Mar-21	LIB		Hills Mem Library Maintenance CRF	26,384				26,384	BOS	
14-Mar-06	GF	5330/5677	Information Services CRF	92,274				92,274	BOS	
14-Mar-17	GF	5060-450	Library Improvements CRF	62,506				62,506	Vote	
11-Mar-14	GF	5045-450	Major Repair to Town Buildings CRF	214,727				214,727	BOS	
18-Mar-95	SF	5564-450	Nashua WWT CRF	3,542,258		(600,000)	(625,000)	2,317,258	BOS	
13-Mar-07	GF	5630-450	Police Bullet Proof Vest Repl CRF	48,550				48,550	BOS	
13-Mar-07	GF	5630-450	Police Duty Weapons Repl CRF	56,113				56,113	BOS	
09-Mar-21	GF	5630-450	Police Safety Equip CRF (Tasers/Cameras)	4,943	105,000	(105,000)		4,943	BOS	
09-Mar-10	GF/CC	5586-450	Pond Reclamation CRF	74,713				74,713	BOS	
11-Mar-08	GF	5410-450	Property Revaluations CRF	175,388	25,000			200,388	BOS	25,000
11-Mar-14	GF	5810-450	Recreation Equipment CRF	2,221				2,221	BOS	
12-Mar-02	GF	5810-450	Recreation Facility Land Purchase CRF	250,119				250,119	Vote	
11-Mar-14	GF	5824-450	Recreation Field Construction CRF	1,610				1,610	BOS	
28-Nov-97	SF		Sewer Capital Assessment	10,724,608		(290,000)	(290,000)	10,144,608	BOS	
16-Sep-95	SF	5564-450	Sewer Pump Repair CRF	124,540		(20,000)	(20,000)	84,540	BOS	
14-Mar-06	GF/SF	5554/5562-450	VacCon Truck Replacement CRF	106,580	30,000			136,580	Vote	30,000
12-Mar-02	WF	5592-450	Water Utility Improvement CRF	4,278,833		(60,000)		4,218,833	BOS	
12-Mar-02	WF	5592-450	Water Utility Capital Repair CRF	472,363				472,363	BOS	
08-Mar-16	WF	5592-450	Water Utility Infracst & Capital Equip CRF	91,831				91,831	BOS	
				23,227,497	475,000	(1,149,624)	(935,000)	21,617,873		380,000
			BOS = Board of Selectmen							
			Trustees = Trustees of the Trust Fund							
			Vote = Town Meeting Vote				GF	4,027,826		
			LIB = Library Trustees				SF	12,546,405		
							WF	4,783,027		
							LIB	26,384		
							MULTIPLE	234,231		

**Purple signifies multiple funds



TOWN OF HUDSON

Engineering Department



10E
12-10-24

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: November 19, 2024
Subject: **Melendy Road Over First Brook Replacement
Hudson, State # 44653, Federal # X-005 (563)**

RECEIVED

NOV 26 2024

TOWN OF HUDSON
SELECTMENS OFFICE

The Town of Hudson, in early 2024, received approval for the above listed project through an 80% (State) / 20 % (local) program. In March 2024, the voters voted in favor of this project and in November of this year we received the updated agreement from New Hampshire Department of Transportation (NHDOT) that needs to be executed.

We have received approval from New Hampshire Department of Transportation (NHDOT) and Federal Highway Administration (FHWA) for the amount of \$1,448,866.65, while the Town portion is \$289,773.33 (20%).

Below are three motions related to moving forward with this project

First Motion:

To approve the Certificate of Authority for this project and authorize the Town Engineer to sign any documents related to this project.

Second Motion:

To approve the Agreement between NHDOT and Town of Hudson and authorize the Town Engineer to sign the agreement.

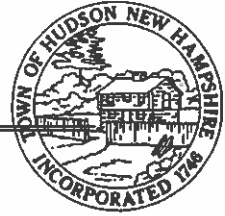
Third Motion:

To authorize the Town Engineer, LPA certificate number 1573, as the principal for this project.



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

November 19, 2024
Dawn Pulica
Program Funding Coordinator
Bureau of Planning & Community Assistance
7 Hazen Drive
Concord, NH 03301-0483
Tel: 603-271-8205
dawn.m.pulica@dot.nh.gov

RE: Certificate of Authority for Melendy Road Over First Brook (114/083) Bridge Replacement
State Project: 44653, Federal Project X-A005(563)

To whom it might concern,

Hudson Board of Selectmen authorize current Town Engineer, to sign any document related to this project. Please contact our office if you have any questions.

Respectfully,

Selectmen Dillon Dumont

Selectmen David S. Morin

Selectmen Heidi Jakoby

Chairman Bob Guessferd

Selectmen Kara Roy



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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

November 15, 2024

Elvis Dhima, PE
Town Engineer
Town of Hudson
12 School Street
Hudson, NH 03051

RE: HUDSON, X-005(563), #44653
Melendy Road over First Brook - Br. #114/083
Federal Bridge Aid (MOBRR) Program
NOTICE TO PROCEED CONSTRUCTION ENGINEERING (WP and F&O)
NOTICE TO PROCEED TO AWARD LOW BID
"BASED ON BIDS" AMENDED AGREEMENT FOR CITY SIGNATURE
CERTIFICATE OF AUTHORITY (REQUIRED)

Dear Mr. Dhima:

The NH Department of Transportation (NHDOT) has reviewed the Construction Engineering (CE) Scope of Work and Fee Proposal for Fuss and O'Neil (F&O) and Independent Government Estimate (IGE) submitted by the Town dated August 13, 2024. The CE fee of **\$142,664.65** is approved. The Town may enter into a contract with F&O for that amount. F&O's approved overhead rate is **172.70%** and fixed for the life of the contract. **Please submit a copy of the signed scope and fee document to this office for our records.**

In addition, because Wright-Pierce (WP) is the Design Engineer of Record, NHDOT recognizes their services will also be needed as part of the CE effort. The Department has reviewed the Scope of Work and Fee Proposal as well as the Town's IGE dated July 17, 2024, and find them both to be satisfactory. The CE fee approved is **\$36,847.00**. The Town may enter into a contract with WP for that amount. WP's approved overhead rate is **177.99%** and fixed for the life of the contract. **Please submit a copy of the signed scope and fee document to this office for our records.**

IMPORTANT: The date of this letter (11/15/2024) marks the end of Preliminary Engineering (PE) phase and the beginning of the Construction phase including the beginning of the CE phase.

The Department has reviewed the bid analysis dated October 29, 2024, and has determined the bids to be competitive. The Department approves the award of the low bid to **Neil H. Daniels, Inc, (Daniels)** in the amount of **\$1,269,355.00**.

IMPORTANT: Please inform this office when the contract is executed by submitting a copy of the signed Contract Agreement for our files and the date of the pre-construction meeting.

If changes to the project are needed as the project proceeds, a change order will be required in advance of any purchase or work. Only pre-approved change orders will allow for reimbursement from federal funds.

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

The following table summarizes the approved budget for this project:

Phase	*Participating Funds	Comments
Preliminary Engineering - PE	n/a	Funded by Town
Right-of-Way – ROW	n/a	Funded by Town
Construction	\$1,448,866.65	Authorized; including Construction Engineering
Total	\$1,448,866.65	

*Participating budget funds are 80% Federal MOBRR and 20% Local funds

Attached is a “Based on Bids” Amended Project Agreement between the Department and the Town of Hudson that will need to be signed by the town and returned to NHDOT. **Please leave the date blank on the first page on this Amended Agreement.** Once the agreement has been signed and emailed back to us, I will obtain the required signature here at the Department, date the agreement, and forward an executed original agreement back to you.

Along with the signed amended agreement, one (1) other item is required to execute this agreement:

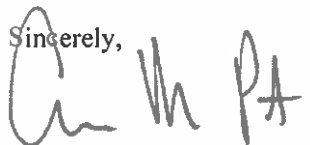
- 1) Certificate of Authority as described below,

The “Certificate of Authority” shows that the person signing the agreement has the right and authority to sign the agreement on behalf of the Town.

Examples of what this could be:

- Meeting minutes that identify that the Board of Selectmen has authorized the Town Administrator, Town Engineer, or designee to sign contracts and agreements
- The Town charter or other guiding documents, or
- If other options are not possible, then we request a notarized statement on a standardized form

If there are any questions, please contact me.

Sincerely,


Anthony M. Puntin, PE
Project Manager
Bureau of Planning and Community Assistance
Tel. (603) 271-3168

AMP/lbw
Attachments

cc via email: Jason Gallant WP, Steve Reichert, F&O, Charles Willeke, NHDOT, Courtney Collins, NHDOT, Office of Access, Opportunity, and Compliance.

The Attorney General's Office has approved this template for use on August 25, 2021.

**FEDERAL AID PROGRAM
AMENDED PROJECT AGREEMENT
FOR
TOWN OF HUDSON**

STATE PROJECT #: 44653
FEDERAL PROJECT #: X-A005(563)
STATE VENDOR #: 177415
UNIQUE ENTITY IDENTIFIER #: GUY7LFOK7984

THIS AMENDED AGREEMENT, is made and entered into this {__} day of {_____}, 20__, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Hudson, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to replace the Melendy Road Bridge over First Brook (Br. #114/083) in the Town of Hudson is an eligible project for funding under the Federal Municipally Owned Bridge Rehabilitation and Replacement (MOBRR) Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the Parties now wish to amend and replace the previous Agreement dated March 28, 2024, which will become null and void with the execution of this AMENDED AGREEMENT; and

WHEREAS, the DEPARTMENT has established Project # 44653 (the "Project") for the aforesaid project, with the Based on Bids project funding represented in the table below; and

Bid Analysis Approval Date	Participating Federal Share 80%	Participating Local Share 20%	Additional Non-Participating Funds	Total Budget
11/05/2024	\$1,159,093.32	\$289,773.33	\$0.00	\$1,448,866.65

FEDERAL FAIN #: 693JJ22430000Y233NHA005563
CFDA #20.205 and DESCRIPTION Highway Planning and Construction
SUBAWARD Period of performance start date: 9/5/2024
SUBAWARD Period of performance end date: 9/15/2026
NHDOT Managed: Yes ___ No x
NHDOT Indirect Cost Rate: N/A x 10% ___
Is award Research & Development: Yes ___ No x

WHEREAS, the PROJECT SPONSOR has submitted an Application to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AMENDED AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-Aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby incorporated and made a part of this AMENDED AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AMENDED AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AMENDED AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AMENDED AGREEMENT.

G. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AMENDED AGREEMENT. This AMENDED AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AMENDED AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AMENDED AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AMENDED AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
 - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability*

or handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AMENDED AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at:
<http://www.nh.gov/dot/org/administration/ofc/documents.htm>

- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
- I. If the PROJECT SPONSOR defaults on any element of this AMENDED AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AMENDED AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1 herein. This Based on Bids cost will reflect the maximum amount of DEPARTMENT funding to be made available for the project. As the construction of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence construction in Federal fiscal year 2025 unless earlier terminated as provided herein and complete the Project on or BEFORE the SUBAWARD Period of Performance END date on page 1. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension of Period of Performance END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in deadline being unattainable.
- E. This AMENDED AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AMENDED AGREEMENT may be amended, waiver or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- F. That this AMENDED AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.
- G. Pursuant to authorization by the Governor and the Executive Council, as Item No. 47 on March 23, 2022, this AMENDED AGREEMENT is effective upon the date shown on page

one of this AMENDED AGREEMENT. The DEPARTMENT will include a record of this AMENDED AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AMENDED AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

TOWN OF HUDSON

By: _____
William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Signature: _____
Name (typed): _____
Title: _____

Agenda 10F
12-10-24



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

RECEIVED

TO: Board of Selectmen NOV 26 2024

FROM: Elvis Dhima, P.E., Town Engineer TOWN OF HUDSON
SELECTMENS OFFICE

DATE: November 19, 2024

Subject: **Construction Services Contract Award for Melendy Road Bridge
Hudson, State # 44653, Federal # X-005 (563)**

The Town of Hudson, in early 2024, received approval for the above listed project through an 80% (State) / 20 % (local) program. In March 2024, the voters voted in favor of this project to raise \$100,000 towards this project.

In September 2024, we advertised in the Union Leader and our Town website for the construction of this project, and on October 4, 2024, five contractors attended the mandatory pre-bid meeting. On October 25, 2024 we received three bids as follows:

Neil H. Daniels, Inc., Ascutney, VT	\$1,269,355
CMP Constructors, Freeport, ME	\$1,690,633
New England Infrastructure, Inc., Hudson, MA	\$1,938,575

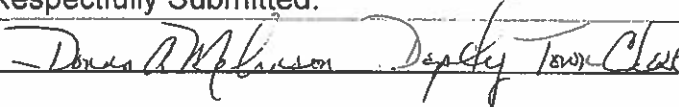
Our construction estimate was \$995,000. After careful evaluation of the bid items and discussions with the state, we received approval from NHDOT for the low bid contractor, for the amount of \$1,269,355, while the Town portion is \$253,871 (20%).

Motion:

To approve the contract for Construction Services for the Melendy Road Bridge project to Neil H. Daniels, Inc. for the amount of, not to exceed, a total amount of \$1,269,355, with the Town portion of \$253,871, using Warrant Article Acct. # 6214 for \$100,000, State Bridge Aid Acct. # 6211-502 for \$128,195.71, and Engineering Funds Acct. # 5585-225 for \$25,675.29.

Town of Hudson, NH
Office of the Town Clerk
Melendy Road Over First Brook Bridge Replacement Project 114/083
Friday, October 25, 2024 @ 10:00am

Received

Name & Address	Date	Time	Bid
New England Infrastructure, Inc. 16 Brent Dr. Hudson, MA 01749	25-Oct-24	9:26 AM	1938575.00
CPM Constructors 30 Bonney Street Freeport, ME 04032-0909	25-Oct-24	9:00 AM	1690638.00
Neil H Daniels, Inc. P.O. Box 246 Ascutney, VT 05030-0246	25-Oct-24	9:45 AM	1269355.00
Respectfully Submitted: 			
cc: Selectmen Finance Highway Department			



TOWN OF HUDSON

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6024 · Fax: 603-598-6481



Request for Proposal/Bid Checklist

Department: ENG

Project Name: Melendy Bridge Rehabilitation - Construction Phase

Date: 9/12/2024

Budget: \$1,000,000

Was This Project Advertised? Yes No

Where? Union Leader / Town Web

Was it delivered to four vendors/contractors? Yes No

If No, reason why: _____

If Yes, list of vendors/contractors delivered to:

- 1.) RM Piper
- 2.) New England Infrastructure
- 3.) Envroks
- 4.) Beck Bellucci

Selected Contractor/Vendor: _____

Award Amount: _____

Agents 10G
12-10-24



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

RECEIVED

NOV 20 2024

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: November 19, 2024
Subject: **Engineering Services Contract Award for Melendy Road Bridge
Hudson, State # 44653, Federal # X-005 (563)
Design Services During Construction Phase**

The Town of Hudson, in early 2023, received approval for the above listed project through an 80% (State) / 20 % (local) program.

Wright- Pierce was selected to be the design engineer through our bid process prior to getting into the state program and they will provide design engineering services through the construction phase. A scope of work and fee was negotiated for the total amount of \$36,847, while the Town portion is \$7,369.40 (20%). The amount was negotiated following the Independent Government Estimate process.

The NHDOT has approved the additional scope of work and fee.

Motion:

To approve the contract for Design Services for the Melendy Road Bridge Replacement project listed above to Wright-Pierce, for the amount of 36,847, with the Town portion amount using State Bridge Aid, Acct. # 6211-502, for \$7,369.40.

July 17, 2024

Mr. Elvis Dhima, PE, Town Engineer
Town of Hudson Engineering Department
12 School Street
Hudson, NH 03051

**SUBJECT: Hudson 44653
Melendy Road Bridge (Br. No. 114/083)
Revised Proposal for Engineer of Record (EOR) Construction Phase Services**

Dear Elvis,

Wright-Pierce is pleased to provide this proposal for following scope of work proposal for Engineer of Record (EOR) services during construction for the replacement of the precast concrete rigid frame over Hadley Brook in the Town of Hudson.

Scope of Services

The following is a summary of the scope of work we will conduct for the project based on design phase of the bridge, The NHDOT LPA manual and discussions with the Town:

Task 1 – Project Administration and Meetings

1. Project administration will include invoicing, progress report preparation, and general project management. For an assumed project duration of 6 months and assumed effort of 4 hours per month, we have carried 24 hours for this effort.
2. The following meetings and field visits are assumed:
 - One (1) Preconstruction meeting
 - Two (2) Onsite meetings
 - Four (4) field visits during construction
 - One (1) Final inspection/walkthrough

For each onsite meeting, a duration of two hours is assumed plus travel expenses:
Mileage from WP Portsmouth, NH to Hudson, NH = 54 miles each way
Roundtrip travel mileage = 108 miles x 8 meetings = 864 miles total
Travel time = 1 hour each way
Roundtrip travel = 2 hours x 2 people x 8 visits/meetings = 32 hours

Task 2 – Submittal Review

1. The following submittals are assumed for the proposed construction project:
 - Traffic Control / Detour Plan.

- Bridge Removal Plan
- Precast concrete rigid frame, design calculations, and load rating review.
- Concrete and stone masonry headwalls and wingwalls.
- Cofferdams and water diversion plan.
- Pavement, Gravels and Fill materials, and Erosion Control Plan.
- Bridge Rail & Approach Railing.

Task 3 – On-Call Construction Phase Engineering Services

1. Wright-Pierce has included an allowance for general construction phase services to support responding to questions and clarifications that the Resident Project Representative (RPR) Engineer and or contractor may have during the course of the construction effort.
 - We have assumed the following general support services:
 - Prepare Notice to Proceed (NTP) and Contract Documents for execution.
 - On-Call consultation during construction. Assume five (5) month duration at 8 hours per month = 40 hours.
 - Prepare change orders during construction – assume four (4) at 4 hrs each = 16 hours.
 - Requests For Information (RFI) - Assume five (5) at 4 hrs each = 20 hours.

Scope Assumptions

The following assumptions were used in development of the Scope of Services:

1. It is assumed that all field inspection work will be conducted by the Town's RPR consultant in accordance with the NHDOT LPA Program.
2. The Town's RPR consultant will provide as-built information and record drawings for the project.
3. The Town's RPR consultant will contract with an independent third-party testing agency to perform the material testing required by the project specifications.
4. The Contractor's Precast Manufacturer will provide Form 4 Load Rating.
5. This proposal is based on an assumed project duration of 6 months and will be subject to review if the schedule extends beyond the assumed time.

Proposed Fee and Schedule

Our proposed fee for the services above is \$36,848. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on direct salaries paid, the Wright-Pierce approved overhead rate of 177.99% as approved by NHDOT, adjusted annually, and 10% profit, plus non-labor expenses, which will be billed at straight cost. Subconsultants will be billed at cost plus 10%. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis using the same rate basis as the base proposal, plus any applicable reimbursable expenses.

7/17/2024

Mr. Elvis Dhima, PE, Town Engineer

Page 3 of 3

Task Description	Budget
Task 1 - Project Administration and Meetings	\$13,367
Task 2 – Submittal Review	\$12,865
Task 3 – On-Call Construction Phase Engineering Services	\$10,615
Total Budget for Construction Phase	\$36,847

Wright-Pierce is available to begin services immediately upon authorization to proceed from the Town of Hudson. We propose to complete this effort in accordance with the proposed contractor's schedule to complete construction, which is to be determined at this time. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. It is anticipated that this scope and fee will be added as an amendment to our existing contract and terms for WP project 213838 and NHDOT project 44653.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-400-6448.

Sincerely,

WRIGHT-PIERCE

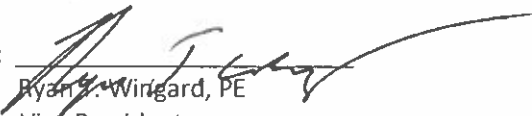


Jason L. Gallant, PE
Senior Project Manager
jason.gallant@wright-pierce.com

Seen and agreed to by:
Town of Hudson

By: _____
Name: _____
Title: _____
Date: _____

Wright-Pierce

By: 
Ryan S. Wingard, PE
Vice President
July 17, 2024

Hudson 44653, NHDOT Bridge No. 114/083 Melendy Road over Hadley Brook Construction Phase Fee

	Labor Class	PIC	PM	LPE	ENG	Admin.		
Average Direct Labor Rate	\$	79.32	\$ 78.25	\$ 56.78	\$ 45.43	\$ 29.00		
Overhead (177.99%)	\$	141.18	\$ 139.28	\$ 101.06	\$ 80.86	\$ 51.62		
Profit /Fixed Fee (10%)	\$	22.05	\$ 21.75	\$ 15.78	\$ 12.63	\$ 8.06		
Burdened Hourly Rate	\$	242.55	\$ 239.28	\$ 173.62	\$ 138.92	\$ 88.68		
Task							Total Hours	Task Subtotal

Task 1 - Project Administration and Meetings								
	Project Administration	2	8	8		4	22	\$ 4,143
	Project Meetings		10	20	20		50	\$ 8,644
Task 2 - Submittal Review								
	Shop Dwgs & Submittals (7 Total)		7	24	48	4	83	\$ 12,865
Task 3 - On-Call Construction Phase Engineering Services								
	Prepare Contract Documents		2			1	3	\$ 567
	On-call consulting		4	20	16		40	\$ 6,652
	Change orders and RFIs		2	4	16		22	\$ 3,396
	Person-Hour Total	2	33	76	100	9	220	
	Labor Cost	\$ 485	\$ 7,896	\$ 13,195	\$ 13,892	\$ 798	\$ 36,267	

SUMMARY			
Engineering Labor Subtotal	\$	36,267	
Sub-Contractor/Consultant Subtotal	\$	-	
Non-Labor			
Equipment / Materials			
Travel / mileage	\$	580	108 Miles RT Portsmouth to Hudson or office staff to attend meetings
Printing			
Other Non-Labor			
Non-Labor Expenses Subtotal	\$	580	
TOTAL ESTIMATED FEE	\$	36,847	

Agenda 10H
12-10-24



TOWN OF HUDSON

Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

RECEIVED

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: November 19, 2024

NOV 26 2024
TOWN OF HUDSON
SELECTMENS OFFICE

**Subject: Engineering Services Contract Award for Melendy Road Bridge
Hudson, State # 44653, Federal # X-005 (563)
Engineering Construction Oversight Services**

The Town of Hudson advertised for Engineering Construction Services in May of 2024, in the Union Leader and on the Town website and we didn't receive any proposals. We advertised a second time in June of 2024 and received one proposal from Fuss & O'Neil.

After we selected Fuss & O'Neill, we negotiated a scope of work and fee that is in line with independent government estimate process.

The NHDOT has approved the selection, hiring process, scope of work, and fee for the total amount of \$142,664.65, while the Town portion is \$28,532.93 (20%).

Motion:

To approve the contract for Construction Oversight Services for the Melendy Road Bridge Replacement project to Fuss & O'Neill, Inc. for the amount of, not to exceed \$142,664.65, with the Town portion amount using ARPA Acct. # 7212 for \$16,318.85, and State Bridge Aid Acct. # 6211-502 for \$12,214.08.

December 2, 2024

Mr. Elvis Dhima, PE
Town Engineer
Town of Hudson, New Hampshire
12 School Street
Hudson, NH 03051

RECEIVED
DEC 02 2024
TOWN OF HUDSON
SELECTMENS OFFICE

Re: Melendy Road Over First Brook – Bridge #114/083
NHDOT Project No. 44653, X-005(563)
Hudson, New Hampshire
Fuss & O'Neill Reference No. 20240640.A10

Dear Mr. Dhima:

Enclosed please find a copy of Fuss & O'Neill's proposed General Terms and Conditions to be utilized for the above referenced project. Also enclosed are copies of the Scope and Fee Proposal letter dated August 12, 2024, and Combined IGE Estimate dated August 13, 2024, which were previously submitted to and reviewed by the New Hampshire Department of Transportation for this project.

General Terms and Conditions

The attached General Terms and Conditions will govern the services described in the attachments and provided for this project.

Fees & Schedule

We propose a budget be established for professional services in support of this effort as outlined in the Combined IGE Estimate. Tasks will be billed on an hourly/time and materials basis and the budget would not be exceeded without expressed authorization from the Town of Hudson. Any hourly and additional services outside the final scope of services will be provided according to the rates in effect at the time services are provided. Current rates are detailed in the Combined IGE Estimate.

Invoices will be sent on a monthly basis and payment must be made in accordance with the General Terms and Conditions.

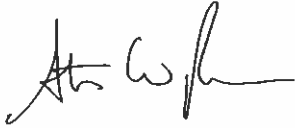
We will provide engineering services in accordance with the schedule proposed and assumptions detailed in the attachments.

Mr. Elvis Dhima PE
December 2, 2024
Page 2

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,



Steve Reichert, PE
Associate | Office Manager

SWR:mjt

Attachments: Authorization to Proceed
General Terms and Conditions
Scope and Fee Proposal Letter dtd. Aug. 12, 2024
Combined IGE Estimate dtd. Aug. 13, 2024

Authorization to Proceed

Mr. Steve Reichert
Fuss & O'Neill, Inc.
50 Commercial Street
Manchester NH 03101

RE: Authorization to Proceed
Melendy Road Over First Brook – Bridge #114/083
NHDOT Project No. 44653, X-005(563)
Hudson, New Hampshire
Fuss & O'Neill Reference No. 20240640.A10

Budget: \$142,664.65

Dear Mr. Reichert:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated December 2, 2024. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Printed Name	Date
Signature	Title

Town of Hudson, NH – please complete information below.

*Submit invoice as follows (✓ one →):	<input type="checkbox"/> Mail	<input type="checkbox"/> Email	<input type="checkbox"/> Online
Billing Contact: Name/Title:			
Address:			
Phone/Email:			
Accounts Payable Contact: Name/Title:			
Address:			
Phone/Email:			
Purchase Order Number:			

** Indicate address, email address, and website link if different than already provided.*

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between the Town of Hudson, NH (Client) and Fuss & O'Neill, Inc. (Consultant) dated December 2, 2024 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including

but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term 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 Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of New Hampshire.

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede

any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

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

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/ subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

26.0 CONSTITUENTS OF CONCERN (COC)

Consultant shall consider applicable regulations and standards applying to COC at that time in the locale where the Site is located, consistent with the standard of care. It is acknowledged by both parties that the consultant's scope of services does not include any services related to unregulated COC or emerging contaminants at the present or at any time in the future. Unregulated COC and emerging contaminants will only be considered at the written request of the client, upon which fee and schedule shall be equitably adjusted. Consultant shall not be liable for any regulation changes that may impact written work product, designs, or remediation solutions, regardless of the source of or reason for such changed conditions.

August 12, 2024

Mr. Elvis Dhima, P.E.
Town Engineer
Town of Hudson
12 School Street
Hudson, NH 03051

Re: Town of Hudson
Melendy Road Over First Brook Bridge Replacement Project (#114/083)
Reference No. 20240640.A10

Dear Mr. Dhima:

Fuss & O'Neill, Inc. is pleased to submit the attached Scope Proposal related to Construction Administration (CA) services associated with the Melendy Road Over First Brook Bridge Replacement Project (#114/083).

This proposal is based upon construction oversight/inspection and administration tasks detailed within the NHDOT Local Public Agency (LPA) Manual for the Development of Projects. These tasks are further detailed within the attached scope document. Also enclosed is a blank task matrix for the Town's use in developing your Independent Government Estimate (IGE) for the project. Preparation of this estimate by the project sponsor is a requirement of the LPA program, and once complete we will then schedule a meeting where we can compare estimates and negotiate a final cost for our CA services.

Should you have any questions or need additional information, please contact me at 603-222-3487. We look forward to working with you on this project.

Please feel free to call if you have any questions.

Very truly yours,



Steven W. Reichert, P.E.

SWR:

Enclosure

Table of Contents

**Scope and Fee Proposal
Construction Administration Services for Melendy Road
over First Brook Bridge Replacement
Town of Hudson, New Hampshire
Project Number 114/083**

1	Scope of Work	1
1.1	Project Description	1
2	Scope of Services	1
2.1	Construction Administration Services.....	1
3	Proposed Project Manager Resume.....	End of Report

1 Scope of Work

1.1 Project Description

The Melendy Road over First Brook Bridge Replacement Project consists of the installation of a new open bottom precast concrete box culvert structure, cast in place footings, a cast in place variable depth overlay, approaches, guardrail, new sewer and casing pipe, and other associated improvements.

As this project is receiving federal funds, the New Hampshire Department of Transportation's Local Public Agency Manual for the Development of Projects (the LPA Manual) will apply for construction oversight and administration during construction of this project. The project scope, schedule and fee for providing construction oversight, inspection and administration services have been developed with a knowledge and understanding of this process.

2 Scope of Services

2.1 Construction Administration Services

The Scope of Services for this project will conform to the requirements in the NHDOT LPA Manual. The design of the project was performed by Wright-Pierce, Inc. (W-P) and their subconsultants, and W-P's scope includes assisting the Town of Hudson through the bidding phase of this project. The following describes the scope of work proposed to be completed by Fuss & O'Neill for the construction and close-out of this project.

Construction Oversight and Inspection

Fuss & O'Neill will provide construction oversight and inspection services to the Town of Hudson for the Melendy Road over First Brook Bridge Replacement Project for the duration of construction. We are proposing that Steve Reichert, a licensed New Hampshire Professional Engineer, will be in responsible charge of the staff assigned to perform this work and will directly supervise those engineers on a day-to-day basis. Mr. Reichert is LPA certified and has worked on multiple LPA projects as a project manager and resident engineer while an employee of Fuss & O'Neill. Mr. Reichert's resume is attached for your reference. The engineer or engineers assigned to perform the near full time construction oversight and inspection shall be experienced in construction practices and possess a full knowledge of the scope, schedule, specifications and details for this project. Those engineers assigned to perform inspection tasks will either be LPA certified or in the process of obtaining this certification.

All aspects of construction will be overseen and observed by Fuss & O'Neill personnel. Construction activities will be monitored for conformance with all project plans and specifications, requirements of the Town of Hudson, traffic control plans, and any other requirements of the Contract. Fuss & O'Neill personnel will monitor compliance with the provisions of the contract manual and will work closely with the Town of Hudson and New Hampshire Department of Transportation to verify and complete the requirements of the LPA program.

Construction Coordination Meeting

Fuss & O'Neill will schedule a Construction Coordination Meeting to be held either in person or virtually. This meeting will include the Town Engineer and the Project Designer, Wright-Pierce, meet and go over the project plans, the contract manual, and any other documents or details that may need coordination. Construction schedules and the roles and responsibilities of W-P and Fuss & O'Neill during the project will be discussed, along with preferred means of communication. We recommend this meeting take place prior to and independent of the required Preconstruction Meeting.

Preconstruction Meeting

Fuss & O'Neill will schedule and lead a Preconstruction Meeting for the project to be held at a location convenient to the project site. Attendees will include the Town of Hudson's person in responsible charge of the project, a representative of W-P, the selected Contractor, the NHDOT's Project Manager, a representative of the NHDOT's Office of Federal Compliance, officials from agencies such as the Hudson Fire Department and Police Department, and other interested parties as necessary. This meeting will be scheduled as soon as possible after the contract for construction has been awarded. Items such as the proposed construction schedule, utility work, and other special requirements of the project will be reviewed.

Fuss & O'Neill will prepare a detailed agenda for the meeting which will include all relevant topics detailed within the LPA manual, and prepare written meeting minutes detailing items discussed, decisions made, and any direction given. Copies of these minutes will be forwarded to all meeting attendees.

Construction Progress Meetings

Fuss & O'Neill will conduct periodic construction progress meetings for the duration of the project. These meetings will include the Contractor, representatives from the Town of Hudson, W-P, and other parties as needed. Minutes of these meetings will be prepared and will document schedule status, decisions made, and any directions given, and will be retained in the project records.

Materials Testing

Fuss & O'Neill will retain the services of a qualified materials testing firm to perform sampling and testing of concrete and gravels, and compaction testing of placed gravels. The materials testing firm may also provide precast concrete sampling and testing depending on the need, location and schedule of the precast structure fabricator selected by the Contractor for this project. These materials will be sampled and tested in accordance with the frequencies required by the New Hampshire Department of Transportation standard specifications. This testing firm will prepare materials testing reports which will be submitted to Fuss & O'Neill and the Town of Hudson to become a part of the project records.

Contractor Submittals

Fuss & O'Neill will perform an initial review of all shop drawings and materials submittals received from the Contractor and evaluate whether they will need further review by W-P for adherence to their design intent. We will prepare responses to those submittals reviewed by Fuss & O'Neill personnel, and coordinate with W-P for their review responses. All submittal reviews will be returned to the Contractor for their action, and copies will be kept for the project record.

Payment Requisitions

Fuss & O'Neill will measure and review installed quantities of materials on a daily basis. These quantities will be agreed to with the Contractor and will form the basis for the Contractor's monthly payment requisition. We will review this payment requisition for accuracy and compliance with the terms and conditions of the contract, provide our recommendation for payment, and forward this to the Town for processing.

We anticipate receiving detailed calculations of the engineer's estimate of quantities for review and coordination during pay requisition review. For any areas of potential discrepancy with assumptions of design, we will consult with W-P staff and Town staff to resolve prior to approval of the pay requisitions.

We will keep detailed daily records of pay item quantities and materials in accordance with direction provided in the LPA manual. This documentation will be retained with the project records.

Contractor Claims and Change Orders

Fuss & O'Neill will review any claims for extra work from the Contractor for legitimacy, coordinate with the Town and designer W-P for a response and prepare those responses as appropriate. Should a claim for extra work or other circumstance require a change to the Contract, Fuss & O'Neill will coordinate with W-P to prepare a change order documenting the change and providing the justification, cost impact, and schedule impact of this change to the work. This change order document will then be provided to the Town for forwarding to the NHDOT Project Manager for their concurrence. No additional/changed work will be allowed to be performed prior to NHDOT authorization.

Labor Compliance

This project has received federal funds and is subject to Davis-Bacon labor compliance provisions as detailed within the contract manual. Fuss & O'Neill will work with the Contractor and the NHDOT Office of Federal Compliance (OFC) to ensure that all those provisions are adhered to. Copies of all labor compliance records will be maintained by Fuss & O'Neill through the end of the project. Labor standard interviews of applicable Contractor employees will be conducted by Fuss & O'Neill during project construction, and Fuss & O'Neill will coordinate with the OFC to conduct periodic site visits and record reviews. Fuss & O'Neill will monitor subcontractor approvals by the OFC, ensure that daily sign-in logs are being maintained by the Contractor, and review labor categories to implement requests for additional work classifications as needed.

Buy America

Fuss & O'Neill will review project shop drawing and materials submittals for compliance with the Buy America provisions in the contract and will ensure that Certificates of Compliance and other relevant documentation is received from the Contractor. The engineer performing the construction inspection and oversight will ensure that all steel and iron materials being installed have a demonstrated compliance with the Buy America provisions or will not allow them to be installed.

Project Closeout

Fuss & O'Neill will prepare all necessary closeout documentation including but not limited to the following: Certificate of Substantial Completion; Certificate of Final Completion of Work; Contractor's Release; Consent of Surety Company to Final Payment; Contractor's Final Lien Waiver; Materials Certification; Record Drawings; and Before & After Photo Sheets.

We will collect and maintain all project documentation and records throughout the life of the project. These records will be prepared and transferred to the Town of Hudson at the end of the project.

Administration/Office Support

Fuss & O'Neill will provide all needed support from our office for the engineer performing on-site oversight and inspection tasks. Shop drawing reviews, responding to requests for information, and other technical support tasks will be performed by a project engineer with a strong understanding of the project plans and specifications. Management tasks such as status reviews, QA/QC of project records, coordination of project staffing, and periodic attendance at progress meetings will be performed by our designated project manager. Assistance with

labor compliance record keeping, payment requisition processing, and maintaining project records for closeout will be performed by office staff as needed.

Invoicing

Fuss & O'Neill will prepare monthly invoices for Town review and payment and will prepare all of the documentation necessary for the Town's submission to the NHDOT for reimbursement. These invoices will closely follow the requirements of the LPA Manual, including preparation of a monthly status report, a billing task summary, a certification statement, and all other required back-up documentation.

Assumptions

Fuss & O'Neill will perform the tasks described above and as detailed in the fee estimate with the following assumptions:

- The duration of construction through Substantial Completion is assumed to be 6 months (24 weeks). If construction exceeds that time, we reserve the right to request additional funds via a contract amendment for costs associated with the longer duration of inspection and administration of the project.
- There may be an extended materials procurement period related to the fabrication of the culvert structure and/or other components for the project. The construction period assumed in our scope and fee estimate is for the construction of the project through Substantial Completion. If materials procurement issues delay culvert or other component installations beyond the assumed construction period, we reserve the right to request additional funds via a contract amendment for additional inspection and administration costs.
- It is assumed that the project will be bid in the Fall of 2024 with construction anticipated to take place starting either in late Fall of 2024 or Spring of 2025. Delays to bidding and/or construction may impact staffing availability. Should delays to construction develop, Fuss & O'Neill will work closely with the Town to ensure appropriately trained and experienced staff are provided to perform the inspection and administration of the project.

Proposed Project Manager Resume

Steven Reichert, PE

Project Manager



FIRM ROLE

Associate and Office Manager

EDUCATION

Bachelor of Science, Civil/Environmental
Engineering - 1991
Clarkson University

EXPERIENCE

6 Years with Fuss & O'Neill
32 Years Professional Experience

LICENSES AND REGISTRATIONS

Professional Engineer NH
LPA Certification NH

Steve has more than 30 years of experience designing and constructing public works projects, including: full roadway reconstruction; water, sewer and appurtenance replacement; drainage replacement and erosion and sedimentation controls evaluations; complex sidewalk and roadway grading and ADA evaluation/design; design/constructability quality assurance reviews (pre-bid, RFIs, field change notices); preparation of contract specifications and bid documents; detailed calculations for quantity take-offs and schedule estimates; as well as resident engineering inspection and administration (inspection, critical review of contractor payment requisitions and extra work claims, invoicing, and closeout).

REPRESENTATIVE PROJECTS:

Lowell Road Widening Project - Hudson, NH

Project Manager responsible for managing construction inspection efforts of assigned staff and administration of the contract. This LPA project consisted of the widening of Lowell Road, drainage improvements, traffic signal and mast arm installations, sidewalk construction, and roadway paving at this high traffic intersection on Rt. 3A and connection to the Sagamore Bridge.

Community Trail - Dover, NH

Project Manager for construction engineering of a bicycle/pedestrian trail along an abandoned railroad corridor that connected to the Transportation Center. The project transformed an abandoned railroad right-of-way into a paved multi-use trail and included supporting stormwater infrastructure improvements and other amenities. All phases of the project were processed through the NHDOT LPA program.

Reed Road Bridge Replacement - Alton, NH

Resident Engineer responsible for construction inspection and oversight of this box culvert replacement project. Project challenges included staging of the bridge replacement to maintain traffic flows for the dead end street that was accessible only across the storm damaged existing culvert.

South Street (Route 13) Reconstruction - Milford, NH

Project Engineer responsible for coordination with public utilities for the relocation of overhead utilities to a proposed underground system, development of cross-sections for roadway and sidewalk reconstruction, cost estimating, scheduling, and preparation of easement documents. Steven served as the On-site Resident Project Representative for this NHDOT Local Public Aid (LPA) project and was responsible for daily construction oversight that required federal document development and oversight.

Gaslight District Reconstruction - Manchester, NH

Responsible for development of cross-sections for roadway and sidewalk reconstruction, cost estimating, and scheduling. Project challenges included development of sidewalk and curb ramp sections that met ADA slope requirements. Steve was the On-site Resident Project Representative for this NHDOT Local Public Aid (LPA) project and was responsible for daily construction oversight that required federal document development and oversight.

steve.reichert@fando.com
603.222.3487

www.fando.com

FUSS & O'NEILL

Town of Hudson, New Hampshire

MELENDY ROAD OVER FIRST BROOK - BRIDGE #114/083

Fuss & O'Neill Reference No. 240640.A10

LABOR RATES

LABOR RATES		Direct Labor
CLASSIFICATION		Avg. Rate
Principal-in-Charge (PIC)		\$ 100.77
JoAnn Fryer		
Project Manager		\$ 73.75
Steve Reichert		
Construction Engineer		\$ 30.24
Nolan Carrier		
Senior Project Engineer		\$ 55.62
Dave Lewis	\$ 49.27	
Ethan Carrier	\$ 61.97	
Project Engineer		\$ 42.97
Ryan Trudeau	\$ 49.08	
Brian LeClair	\$ 36.86	
Project Accountant		\$ 40.72
Lisa Fair		
Administrative/Support		\$ 31.11
Maureen MacDowell		

23-0034.1 M
August 5, 2024

Fuss & O'Neill, Inc.
Attention: Steve Reichert
50 Commercial Street, Unit 2S
Manchester, NH 03101

Subject: Scope of Services and Fee Schedule
Construction Materials Testing and Observation Services
Melendy Road Over First Brook (114/083) Bridge Replacement
Hudson, New Hampshire

Dear Steve:

We are pleased to submit this Scope of Services and Fee Schedule to provide construction materials testing and observations services for the Melendy Road Over First Brook (114/083) Bridge Replacement Project located in Hudson, New Hampshire.

PROPOSED CONSTRUCTION

We understand the project consists of the removal and replacement of the existing bridge, with the work zone between stations 10+50 to 11+60. We understand the new bridge will be supported on cast and place concrete footings which will bear on structural fill, with a precast concrete rigid frame. We understand construction activities relative to our involvement will include placement of soils and aggregates, cast in-place concrete for foundations and slabs.

We understand construction activities will begin in the fall of 2024 and continue into the spring of 2025.

SCOPE OF SERVICES

Based on our review of the project documents and our understanding of the project requirements, S. W. Cole Engineering, Inc. (S.W.COLE) will provide the following testing services as coordinated and directed by you or your designated representative:

Soils and Filling

- Sample and perform laboratory tests on fill materials.
- Observe placement and perform compaction tests on fill material.

- Provide a senior geo-technical engineer, (if requested), for subgrade observations, based on the June 19, 2023, geotechnical report prepared by S.W.COLE

Concrete Construction

- Verify use of required design mix of concrete
- Observe and document concrete placement and curing techniques, while on-site.
- Perform tests for air and mix temperatures, slump, and air content during placement.
- Cast and test compressive strength samples.

We understand S.W.COLE does not have the authority to accept or approve any work performed by contractor(s), and that the general contractor has full responsibility for the project including means and methods, schedule, safety, completeness, and quality in accordance with the project contract specifications.

You shall notify all appropriate constructors and others providing services on this project that the scope of observations and testing performed by S.W.COLE was developed to meet your particular quality assurance needs, are provided for your sole benefit and may not be relied upon as a substitute for the independent quality control services a constructor and others should obtain to ensure it meets its contractual obligations to conform with project specifications.

SCHEDULE

We anticipate our services will be needed on a part time basis as scheduled by you or your designated representative. We request 24 hours' notice for scheduling of field services. The project will be serviced from our Londonderry, New Hampshire office. Our project manager and contact for scheduling will be Richard Smith and can be reached at 603-716-2111 or Richard.Smith@swcole.com.

REPORTS

We will provide reports of testing directly to you, with informational copies forwarded to others as requested by our you. Please forward a report distribution contact list to Kayla Richardson (Kayla.Richardson@swcole.com).



23-0034.1 M
August 5, 2024

BUDGET AND COMPENSATION

S.W.COLE will charge for services rendered on a unit rate basis according to the attached Charge Rate Schedule (Attachment A).

TERMS AND CONDITIONS

It is understood services provided by S.W.COLE are subject to our Master Service Agreement made on July 25, 2018.

We look forward to being of assistance to you with this project.

Very truly yours,

S. W. Cole Engineering, Inc.

Richard C. Smith
Construction Services Manager

Roger E. Domingo
Special Advisor

CONTRACT ACCEPTANCE:

BY: _____

TITLE: _____

FIRM: _____

PHONE: _____

DATE: _____

RCS:red



23-0034.1 M
August 5, 2024

**Charge Rate Schedule
Construction Materials Testing Services
Melendy Road Over First Brook (114/083) Bridge Replacement
Hudson, New Hampshire**

<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>
<u>Field Personnel Services</u>		
Construction Services Technician (Concrete & Soils)	Hour	\$85
Construction Services Project Manager (as needed)	Hour	\$120
Senior Geotechnical Engineer	Hour	\$175
<u>Laboratory Services</u>		
Concrete		
Concrete Compressive Strengths (ASTM C-39)	Each	\$22
Soils		
Grain Size Analysis (ASTM C117 & C136)	Each	\$115
Moisture Density Relationship (ASTM D698 & D1557)	Each	\$150
<u>Equipment</u>		
Nuclear Density Gauge (ASTM D6938)	Test	\$14
<u>Other Direct Charges</u>		
Mileage		cost plus 5% (currently \$0.67/mile)

Note: Hourly rates are billed in ¼ hour increments, portal to portal. Time scheduled between 8pm and 4am, weekends, nights and holidays will be charged at 1.15 x unit rate. Rates are subject to a 4% increase beginning August 5, 2025.



COST ESTIMATE

PROJECT NAME:	Melendy Road Over First brook (114/083) Bridge Replacement
CLIENT:	Fuss and O'Neill
PROJECT NO:	23-0034.1
DATE:	8/5/2024
PROJECT MANAGER:	Richard C. Smith

ESTIMATED SUBTOTAL													\$ 10,478
ESTIMATED TOTAL WITH 10% CONTINGENCY													\$ 11,525
TASK	Miles (RND)	Travel Time (RND)	Time On site	Hourly Rate	Trips/v isits *	Mileage	No. of Tests *	Unit Cost/test	TEST TOTAL	COST PER TRIP	TOTAL TRIPS COST	FIELD TOTAL	SUBTOTAL (including travel)

FIELD SERVICES													
Structural Fill (Item 506.7)													
Field Technician	30	1	8	\$ 85	1	\$ 0.670				\$ 105	\$ 105	\$ 680	\$ 785
Grain Size Analysis							1	\$ 115.00	\$ 115.00				\$ 115
Moisture Density Relationship							1	\$ 150.00	\$ 150.00				\$ 150
Field Density Tests							10	\$ 14.00	\$ 140.00				\$ 140
Granular Backfill - Bridge (Item 209.201)													
Field Technician	30	1	8	\$ 85	2	\$ 0.670				\$ 105	\$ 210	\$ 1,360	\$ 1,570
Grain Size Analysis							1	\$ 115.00	\$ 115.00				\$ 115
Moisture Density Relationship							1	\$ 150.00	\$ 150.00				\$ 150
Field Density Tests							20	\$ 14.00	\$ 280.00				\$ 280
Concrete, Class A, AA													
Field Technician	30	1	4	\$ 85	6	\$ 0.670				\$ 105	\$ 631	\$ 2,040	\$ 2,671
Compressive Strength Cylinders							30	\$ 22.00	\$ 660.00				\$ 660
Sample Pickups	30	1	0.25	\$ 85	6	\$ 0.670				\$ 105	\$ 631	\$ 128	\$ 758
Precast Plant Inspections													
PCI Technician	200	4	4	\$ 95	2	\$ 0.670				\$ 514	\$ 1,028	\$ 760	\$ 1,788
Compressive Strength Cylinders							10	\$ 22.00	\$ 220.00				\$ 220
Sample Pickups	200	4	0.25	\$ 95	2	\$ 0.670				\$ 514	\$ 1,028	\$ 48	\$ 1,076
Total site visits					17								

* ASSUMED VALUES

FUSS O'NEILL

& Construction Engineering/Administration Fees

Town of Hudson, New Hampshire MELENDY ROAD OVER FIRST BROOK - BRIDGE #114/083 Project Cost Summary

Task #	Project Tasks	F&O Direct Labor	Overhead	Profit (10%)	Direct Cost	TOTAL FEES
OH Rate	172.70%					
1.0	Construction Administration	\$ 13,736.06	\$ 23,722.18	\$ 3,745.82	\$ -	\$ 41,204.07
2.0	Construction Oversight & Inspection	\$ 25,916.33	\$ 44,757.50	\$ 7,067.38	\$ 3,404.94	\$ 81,146.15
3.0	Contract Closeout	\$ 2,878.00	\$ 4,970.31	\$ 784.83	\$ 156.28	\$ 8,789.43
SUBTOTALS:		\$ 42,530.40	\$ 73,449.99	\$ 11,598.04		\$ 131,139.65
Direct Costs						
4.0	Subconsultants				\$ 11,525.00	\$ 11,525.00
Direct Cost SUBTOTALS:					\$ 11,525.00	\$ 11,525.00
TOTALS:		\$ 42,530.40	\$ 73,449.99	\$ 11,598.04	\$ 11,525.00	\$ 142,664.65

8/13/2024

Project Cost Breakdown

Hudson Melendy Road over First Brook Bridge #114/083

X-005(563), NHDOT #44653

Elvis Dhima, PE-Town of Hudson/Anthony Puntin, PE-NHDOT/Steve Reichert, PE-F&O

13-Aug-24

Melendy Road over First Brook - Bridge #114/083														
TASK OUTLINE	LABOR HOURS								TOTAL HOURS	DIRECT LABOR COST	Subconsultants	ROW Special Services	DIRECT EXPENSES	Fees, Paper/Supplies, etc. Cost
	PIC	PM	Const. Eng	Sr. Project Eng	Project Eng	Project Account.	Admin.	Direct Labor Rates						
1.0 Construction Administration														
1.1 Office Administration							8	2	10	\$ 388			\$ -	
1.2 Office Engineer - Shop Drawing Reviews, RFI's, etc.		4	8	8	16				36	\$ 1,669			\$ -	
1.3 Project Management - Status Review/ Project Coordination/ Disbursement Requests, QA/QC & Oversight	2	96							98	\$ 7,282			\$ -	
1.4 Construction Coordination Meeting		8	16						24	\$ 1,074			\$ -	
1.5 Progress Meetings (Biweekly for 24 weeks = 12 mtgs)		36							36	\$ 2,655			\$ -	
1.6 Maintaining Project Records		2						4	6	\$ 272			\$ -	
1.7 Labor Compliance Monitoring, Assistance		2						8	10	\$ 396			\$ -	
1.10 Expenses (Paper, Copies, Reproductions)													\$ -	
Construction Administration Subtotal:	2	148	24	8	16	8	14		220	\$ 13,736			\$ -	\$ -
2.0 Construction Oversight & Inspection														
2.1 Construction Oversight & Inspection (Near full time 24 weeks)		12	768	12	12				804	\$ 25,292			\$ 3,377	
2.2 Preconstruction Meeting		6	6						12	\$ 624			\$ 28	
2.10 Expenses - Paper, Copies, etc.									0	\$ -			\$ -	
Construction Oversight & Inspection Subtotal:	0	18	774	12	12	0	0		816	\$ 25,916			\$ 3,405	\$ -
3.0 Contract Closeout														
3.1 Record Drawings		2	6	2	2				12	\$ 526			\$ -	
3.2 Assembly/Copying of Files for Turnover to Town		2			4		8		14	\$ 568			\$ -	
3.3 Substantial Completion Inspection		2	3						5	\$ 238			\$ 28	
3.4 Closeout Documentation		4	4		8		2		18	\$ 822			\$ -	
3.5 NHDOT/FHWA Audit Support		3			3		1		7	\$ 381			\$ -	
3.6 Warranty Inspection/Site Walk		3	4						7	\$ 342			\$ 28	
3.10 Expenses - Paper, Copies, etc.													\$ -	\$ 100
Contract Closeout Subtotal:	0	16	17	2	17	0	11		63	\$ 2,878			\$ 156	\$ 100
4.0 Subconsultants														
4.1 Materials Testing									0	\$ -	\$ 11,525		\$ -	
4.10 Expenses - Paper, Copies, etc.									0	\$ -			\$ -	\$ -
Subconsultants Subtotal:	0	0	0	0	0	0	0				\$ 11,525		\$ -	\$ -
Total Hours:	2	182	815	22	45	8	25		1,099	\$ 42,530	\$ 11,525		\$ 3,561	



Engineers | Scientists | Planners | Designers

2 Bedford Farms Drive, Suite 200, Bedford, New Hampshire 03110
P 603.391.3900 F 603.518.7495 www.vhb.com

DRAFT Client Authorization

New Contract

Date: December 5, 2024

Amendment No.

Project No. 87335.24

Project Name: Stormwater Asset Management Plan

To: Elvis Dhima, P.E.
Town of Hudson
12 School Street
Hudson, NH 03051

Email: edhima@hudsonnh.gov

Phone No: 603-886-6008

Estimated Date of Completion: December 2026

Cost Estimate

	Amendment	Contract Total
Labor		\$30,000
Expenses		Included
TOTAL		\$30,000

Lump Sum

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

PROJECT BACKGROUND

As requested by the Town of Hudson (Town), VHB has provided the following scope of work to develop a Stormwater Asset Management Plan (AMP) for the Hudson Engineering Department. The Town has received notice of award for a Clean Water State Revolving Loan Fund (CWSRF) grant award in the amount of \$30,000 from the New Hampshire Department of Environmental Services (NHDES) to develop this AMP.

SCOPE OF WORK

VHB will assist the Town of Hudson with development of a Stormwater Asset Management Plan (AMP) of the Town's owned stormwater asset infrastructure. The NHDES grant manager will be invited to participate in meetings and events as required.

1.0 STAKEHOLDER ENGAGEMENT & VISION

Together with the Hudson Engineering and Public Works Departments, VHB will identify organizations or individuals in Hudson's municipal government and members of the public who will serve as key stakeholders through the process of developing the stormwater AMP. Once identified, VHB will schedule and host a virtual project kickoff meeting, expected to include the Town, stakeholders, and NHDES. During this meeting, VHB will facilitate a discussion to develop the project's vision statement to identify and communicate the purpose and goals of the AMP specific to Hudson. The vision statement will be included in the final AMP report developed during this project.

Meetings: One virtual kickoff meeting.

Deliverables: Kickoff meeting notes and project vision statement.

2.0 ASSET INVENTORY

Together with the Town Engineering Department, VHB will develop an asset inventory of the Town's publicly owned stormwater assets using ArcGIS software. VHB will rely on data held and maintained by the Town's third party consultant CDM Smith to share the most up to date GIS data of the Town's stormwater assets. VHB has historically worked with these data on other projects to support the Town's compliance with the Environmental Protection Agency's (EPA) Municipal Separate Storm Sewer System (MS4) General Permit in New Hampshire, and has developed unique versions of this GIS database to support MS4 compliance. VHB will integrate the most up to date GIS stormwater inventory data from CDM Smith with VHB's version of the database. With input from the Town Engineering and Public Works Departments, VHB will identify and

confirm which stormwater assets are owned by the Town as opposed to other public agencies or private property owners. Stormwater assets are expected to include but are not limited to: pipes, manholes, catch basins, swales, ditches, culverts, and structural best management practices (BMPs).

Meetings: One virtual meeting with Hudson Engineering and Public Works staff.

Deliverables: Stormwater asset database in ArcGIS format.

3.0 LEVEL OF SERVICE WORKSHOP

VHB will plan and schedule an in-person workshop to define and develop a Level of Service (LOS) matrix. The workshop will include project stakeholders identified in Task 1 and at a minimum will include Town staff, NHDES, and members of the community. VHB will facilitate discussions during this workshop to identify specific LOS goals to guide implementation of the stormwater AMP. Goals will include objectives and metrics by which to measure progress, and a timeline for achieving stated goals. VHB anticipates the LOS matrix will allow for tracking future progress. After the workshop, VHB will develop a draft LOS matrix to be included in the draft stormwater AMP to be reviewed by stakeholders. Time for integrating stakeholder comments and finalizing the LOS matrix is included in Task 7.

Meetings: One in-person workshop to be held in Hudson.

Deliverables: One draft Level of Service matrix. Final matrix is included in Task 7 below.

4.0 ASSET PRIORITIZATION

VHB will develop a methodology and criticality matrix to prioritize stormwater asset infrastructure for maintenance, repair, or replacement. The matrix will include measures to assess each asset's probability and consequences of failure to determine a relative criticality score. Together with Town staff, VHB will identify key data sources to support these measures, including identification of future data needs. Along with future data needs, VHB will develop a checklist and procedure for updating the asset prioritization by Town staff when implementing the AMP. VHB will develop a narrative summary of prioritization methodology and a graphical matrix of asset criticality. Using the criticality matrix, VHB will perform a GIS analysis to prioritize the Town's stormwater assets. Results of the analysis will be included in the AMP developed under Task 7.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Graphic criticality matrix and narrative methodology.

5.0 LIFE CYCLE COST ANALYSIS

Using the best available cost estimate information from the Town, VHB, NHDES, and the New Hampshire Department of Transportation (NHDT), VHB will perform a life cycle cost analysis of the Town's critical stormwater infrastructure. This analysis will use best available industry standards to assume the useful life of stormwater assets based on asset type and material. Based on the assumed useful life and replacement cost, VHB will perform an analysis to estimate capital and replacement costs for the Town's stormwater infrastructure. Based on useful life estimates, historic Town cost data, and VHB's understanding of ongoing MS4 compliance requirements, VHB will also estimate the annual stormwater maintenance costs.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Spreadsheet matrix of life cycle cost analysis results.

6.0 FUNDING STRATEGY

Using historic cost data provided by the Town and the life cycle cost analysis performed by VHB under the previous task, VHB will develop a narrative funding strategy for stormwater asset maintenance and replacement. The strategy will estimate future Town revenue requirements over the next five years for infrastructure maintenance, capital investment needs, and estimated salaries for Town staff positions critical to developing and maintaining stormwater assets. Based on these estimates, the funding strategy will identify potential funding sources, including grants, loans, or local municipal revenues. The revenue requirements and funding sources will be included as a narrative description within the AMP developed under Task 7.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Narrative funding strategy included in the AMP under Task 7.

7.0 STORMWATER ASSET MANAGEMENT PLAN

VHB will incorporate deliverables from previous Tasks into a complete Stormwater Asset Management Plan (AMP). The AMP will be the implementation plan for stormwater asset management for the Town. The AMP will include a narrative description outlining how the Town will use and maintain the AMP for stormwater operations, maintenance, and future capital planning efforts, as well as identification of key Town staff roles and responsibilities for implementing and updating the plan. The AMP will integrate the discussions and deliverables from Tasks 1 through 6 of this scope of work into one comprehensive plan. VHB will develop a draft plan and submit for review by the Town, NHDES, and stakeholders at least 60 days prior to the planned final presentation (Task 10). VHB anticipates addressing one round of comments and delivering a final stormwater AMP to the Town in PDF format.

Meetings: One virtual meeting with stakeholders to review draft plan comments.

Deliverables: One draft and one final Stormwater Asset Management Plan.

8.0 COMMUNICATIONS PLAN

VHB will prepare a brief communications plan memorandum to describe how the Town intends to inform the public and identified stakeholders about the AMP and its capabilities. The plan will identify the most effective methods of communicating with each stakeholder group, including a schedule and frequency for ongoing Town communications with stakeholders.

Meetings: None anticipated.

Deliverables: One communications plan memorandum.

9.0 STAFF TRAINING

Once the AMP is finalized, VHB will provide an in-person training workshop for Town staff to describe the contents of the AMP and train appropriate staff in their roles and responsibilities under the plan. The training is expected to include a PowerPoint presentation and will be hosted by the Town.

Meetings: On in-person training in Hudson.

Deliverables: One PowerPoint presentation and printed handouts.

10.0 FINAL PRESENTATION

Together with the Town, VHB will provide a final presentation at an in-person meeting open to the public to describe the AMP, key features, and the Town's implementation roles and responsibilities. VHB assumes the Town will publicize and host this meeting at a Town facility. VHB will prepare one draft PowerPoint presentation for review by the Town. VHB will incorporate one round of comments from the Town and submit the final presentation to the Town and NHDES at least one week prior to the scheduled meeting date.

Meetings: One in-person final meeting in Hudson.

Deliverables: Final meeting PowerPoint presentation.

11.0 EQUIPMENT PURCHASES

On behalf of the Town of Hudson Engineering Department, VHB will purchase five (5) Apple iPads and cases for the Town's use, which will become property of the Town. The price estimates for this equipment is accurate as of the date of this scope of work. VHB is not liable for fluctuations in equipment prices. If equipment prices exceed the price quoted in this scope of work, VHB will contact the Town for guidance prior to purchasing. Equipment will be ordered online and shipped directly to the Town Engineering Department.



RIGHT TO RELY

VHB shall be entitled to rely upon the accuracy, completeness, and timeliness of information furnished by the Client, as well as other members of the Project Team, in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other members of the Project Team.

SCHEDULE

VHB anticipates performing this scope of work beginning on or around April 2025. VHB understands the Town's grant agreement with NHDES allows up to two years to complete the project. VHB will complete the projects and provide deliverables to the Town by December 2026.

COMPENSATION

VHB will perform this scope of services on a lump sum basis with an estimated fee not to exceed \$30,000. VHB will bill by percent complete and submit monthly invoices to the Town. In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: equipment purchases, printing and reprographics, travel and subsistence, shipping, postage, etc. Actual expenses will depend on applicable expenditures during performance of the work.

Task	Task Description	Fee
1	Stakeholder Engagement & Vision	\$1,100
2	Asset Inventory	\$4,800
3	Level of Service Workshop	\$1,100
4	Asset Prioritization	\$4,200
5	Life Cycle Cost Analysis	\$1,900
6	Funding Strategy	\$1,000
7	Asset Management Plan	\$3,200
8	Communications Plan	\$1,100
9	Staff Training	\$1,000
10	Final Presentation	\$1,100
11	Equipment Purchases	\$300
Labor Subtotal		\$20,800
Expenses (Mileage, Printing, Equipment)		\$9,200
Total		\$30,000



Prepared by: Garrison Beck

Document Approval: _____

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated _____

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

Agulz 101
12-10-24



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: November 19, 2024
RE: Clean Water Asset Management Program Grant Award

RECEIVED

NOV 26 2024

TOWN OF HUDSON
SELECTMENS OFFICE

Town of Hudson was selected by New Hampshire Department of Environmental Services for up to \$30,000 grant related to clean water asset management grant, which can be utilized for our drainage infrastructure.

We advertised on the Union Leader and Town website for these services through a qualifications by selection process, as required by the grant. We received three proposals and VHB scored the highest from the review committee, consisting of Public Works Director, Civil Engineer and Town Engineer. A scope of work and fee was developed and approved by the state.

Our recommendation is to hire the consultant that scored the highest, VHB, Inc.

First Motion:

To hire VHB, Inc. to provide engineering services for the Clean Water Asset Management Program Grant for the amount of not to exceed \$30,000.

Second Motion:

To authorize the Town Engineer to be the principal for the Clean Water Asset Management Program Grant.

**Public Notice
Town of Hudson, NH**

**Request for Qualifications (RFQ) for Engineering Consulting Services for Stormwater
Asset Management Program**

The Town of Hudson, through its Engineering Department, is requesting the submittal of qualifications to develop a stormwater asset management program. This project is currently funded 100% from the NHDES Clean Water Grant Funding from the Clean Water State Revolving Fund, in the form of a grant of \$30,000.00.

This submittal should include:

1. A brief resume of your company's experience with respect to similar projects for the Town or other communities.
2. Names and descriptions of key personnel who will be responsible for managing the project.
3. List of references, preferably from clients for whom you have completed similar projects over the last seven years.

Your submittal should not be greater than 10 pages in length. Consultant selection will be determined by the Qualification Based Selection (QBS) process and based on the merits of the firm's Qualification Statement. Selection will be based on

- Qualifications of firm and project team members (30 points).
- Previous related work, with particular preference given toward similar asset management projects types as well as previous experience and past performance on projects with the Town (40 points).
- Understanding of required project work and approach (30 points).

The Town may choose to interview firms or make a selection based on the qualifications received. A scope of work based on March 24, 2024 CWSRF Asset Management Grant Guideline Document and fee for the services will be negotiated upon selection of a preferred consultant. The qualification statement is due to the **Town of Hudson Engineering Office at 12 School Street, Hudson, NH 03051, on or before November 8, 2024 at 10:00 A.M.** Each consultant assumes responsibility for ensuring the timely submittal of their qualification statement. This is not the responsibility of the Town.

Should there be any questions; please contact Elvis Dhima, P.E., Town Engineer, at 603-886-6008 or by email at edhima@hudsonnh.gov. The Town of Hudson reserves the right to reject any and/or all qualifications for any reasons it deems necessary to protect the interests of the Town. The Town also reserves the right to cancel this request for the qualifications at anytime for any reason.

All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. The Town of Hudson is an equal opportunity employer.

	VHB Inc. , Bedford, NH	EA Engineering, Science, Hunder Valley, Maryland	Kimley-Horn, Waltham , MA
Qualifications of firm and project team members (30 points)	30	30	30
Previous related work, with particular preference given toward similar asset management projects types as well as previous experience and past performance on projects with the Town (40 points).	40	20	30
• Understanding of required project work and approach (30 points).	30	20	20
Total	100	70	80

EZD - Elvis Zoi Dhima, P.E., Town Engineer

DK - Don Kirkland, P.E. - Civil Engineer

JT - Jason Twardosky, Public Works Director

	VHB Inc. , Bedford, NH	EA Engineering, Science, Hunder Valley, Maryland	Kimley-Horn, Waltham , MA
Qualifications of firm and project team members (30 points)	25	25	30
Previous related work, with particular preference given toward similar asset management projects types as well as previous experience and past performance on projects with the Town (40 points).	36	25	30
• Understanding of required project work and approach (30 points).	30	25	20
Total	91	75	80

Notes:

EA's closest Stormwater Asset Management project they list is in Maryland.

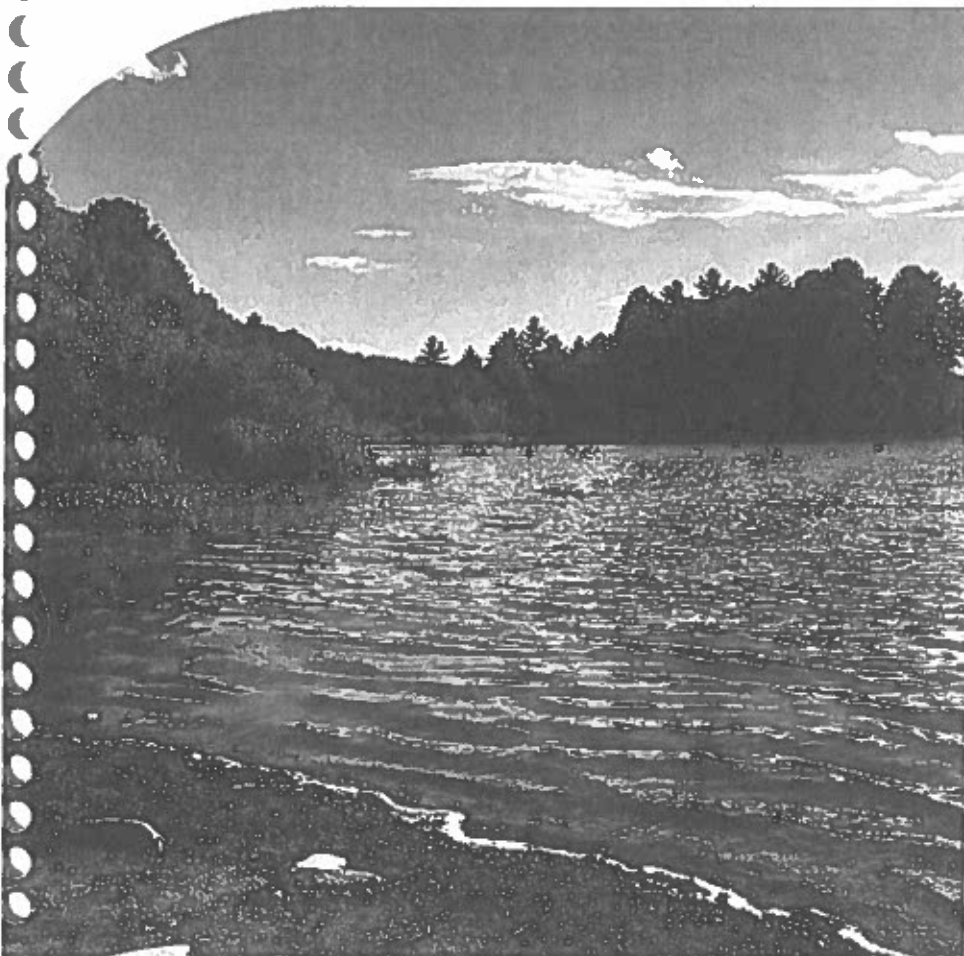
Kimley-Horn is a huge company with a lot of experience but they didn't discuss their understanding of Hudson's needs anywhere in their Qualifications package.

	VHB Inc. , Bedford, NH	EA Engineering, Science, Hunder Valley, Maryland	Kimley-Horn, Waltham , MA
Qualifications of firm and project team members (30 points)	25	25	25
Previous related work, with particular preference given toward similar asset management projects types as well as previous experience and past performance on projects with the Town (40 points).	35	30	30
• Understanding of required project work and approach (30 points).	25	25	25
Total	85	80	80



November 8, 2024
Town of Hudson

Engineering Consulting Services for
**Stormwater Asset
Management Program**



November 8, 2024



Mr. Eiv's Dhima, PE, Town Engineer
Town of Hudson—Engineering Office
12 School Street
Hudson, NH 03051

Re: Request for Qualifications (RFQ) for Engineering Consulting Services for Stormwater Asset Management Program

Dear Mr. Dhima,

As climate change intensifies and suburban development continues to expand, the management of stormwater assets has never been more critical for New Hampshire's municipalities. A robust stormwater asset management program not only protects a community from flooding and water pollution, but also helps preserve the longevity and efficiency of its infrastructure. Implementing such a program can enhance public health, safeguard ecosystems, and contribute to the economic resilience of a municipality. Recognizing the importance of its valuable resources, the Town of Hudson seeks to partner with a consultant to help develop a stormwater asset management program of its own. VHB's extensive background in water quality and stormwater management, paired with our intimate knowledge of the Hudson community make us a perfect fit for this role. As highlighted in our proposal, the VHB team offers:

- **Extensive Stormwater Capabilities.** At VHB, we specialize in comprehensive stormwater management solutions tailored to the unique needs of each community. Our core competencies include advanced geospatial mapping, cutting-edge predictive modeling, and innovative engineering design that integrates sustainable best practices. Leveraging our interdisciplinary experience, we are committed to delivering resilient infrastructure that stands the test of time and environmental challenges.
- **Deep Understanding of Hudson's Stormwater Resources.** The VHB Team has a strong understanding of the Town of Hudson's stormwater infrastructure. For the last five years, VHB has been working closely with the Town to provide ongoing support to achieve stormwater management compliance to meet the Municipal Separate Storm Sewer System (MS4) requirements. In this role, VHB's priority has been to advocate for the community's overall stormwater management goals and long-term plans for its water resources. Furthermore, our team has been providing ongoing assistance for sampling and engineering assessments at Robinson Pond—one of the Town's most critical watersheds. As part of this ongoing work, we recently partnered with you to apply for the NHDES Clean Water Grant Funding from the Clean Water State Revolving Fund, which will contribute to further planning, design, and construction projects for the Town.
- **Experienced team of committed professionals.** As Project Manager, I will be supported by a diverse and experienced team of water resource specialists and engineers as well as GIS professionals, all of whom have experience working with the Town either through MS4 support or as part of VHB's ongoing Robinson Pond projects. Our team is familiar with the Town's infrastructure from working on stormwater outfall sampling and analysis efforts. These experiences will not only inform our approach to the development of a stormwater asset management program—but it will also facilitate our ability to keep the project progressing smoothly.

We look forward to the opportunity to continue to build upon our relationship with the Town of Hudson on another important step to further protect the integrity of the community's valuable stormwater infrastructure. Thank you for your time spent reviewing our proposal. Should you need further information, please feel free to contact me at gbeck@vhb.com or 603.391.3916.

Sincerely,

VHB

A handwritten signature in black ink that reads "Garrison Beck".

Garrison Beck | Project Manager

This page intentionally left blank.





1 | Project Understanding and Approach

Project Understanding

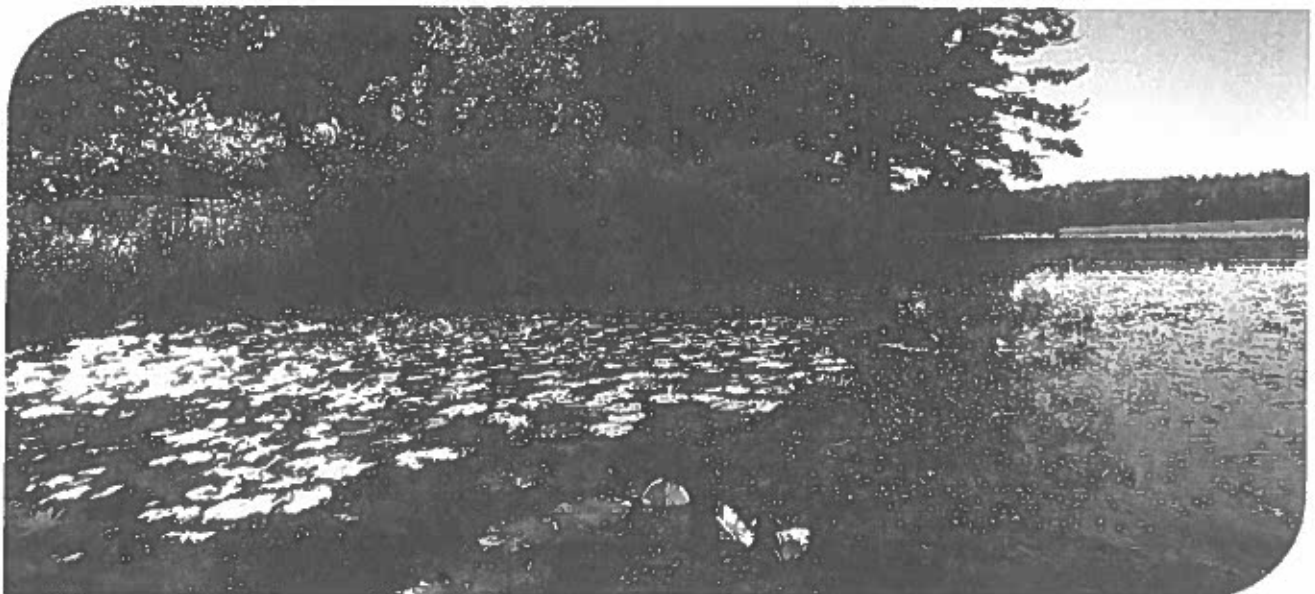
The Town of Hudson has applied for and received conditional approval of funding from the New Hampshire Department of Environmental Services (NHDES) Clean Water State Revolving Loan Fund (CWSRF) to develop a Stormwater Asset Management Program. With funds from the American Rescue Plan Act (ARPA), NHDES is expected to provide funding for this project to the Town in the form of a grant, rather than a low interest loan typical of the CWSRF program. NHDES is prioritizing the use of grant funds for communities which have not developed a Stormwater Asset Management Program and have not previously received grant funding from NHDES under this program. Guided by VHB's detailed knowledge of the Town of Hudson's stormwater assets, data needs, and funding sources, the Town applied for this grant opportunity to develop a Stormwater Asset Management Program.

Approach

Informed by VHB's close working relationship with the Town of Hudson and in-depth knowledge and expertise in the Town's Municipal Separate Storm Sewer (MS4) Program, VHB will develop a Stormwater Asset Management Plan to guide the Town of Hudson's future investments in stormwater asset infrastructure.

Data Collection

A critical first step to any asset management plan is determining the completeness and accuracy of source data. VHB will begin developing the Town of Hudson's Asset Management Plan by compiling existing GIS stormwater asset data from the Town, including data which has been shared with, or is being collected by VHB.



Robinson Pond

The Town of Hudson's public utility GIS data, including stormwater assets, is maintained, and updated by CDM Smith under a contractual agreement with the Town. The Town and CDM Smith have worked collaboratively with VHB for several years to annually transfer this GIS data to VHB to maintain accurate stormwater system mapping, as required by the MS4 permit. While these data include necessary attributes to support this asset inventory effort, VHB's Quality Control checks show that these data are lacking consistent owner attribute data and required determinations of which assets are owned publicly versus those owned privately. VHB has discussed with the Town Engineer which stormwater assets are within the Town's maintenance responsibility, and VHB is currently performing GIS analysis to ensure stormwater asset ownership is reflected correctly in the Town's GIS asset inventory for MS4 planning purposes.

In additional support of the Town's MS4 program, in 2019 VHB performed screenings of the Town's stormwater outfalls for the Town's illicit discharge detection and elimination (IDDE) program, collecting data on stormwater pipe outfall geospatial locations, pipe diameter and material, end treatments such as headwalls or riprap, as well as evidence of illicit discharges. VHB is also currently performing MS4 catchment investigations across the Town of Hudson in stormwater catchments which discharge to MS4-regulated outfalls. These investigations require VHB's collection of stormwater asset information including locations, condition assessments, and confirmation of the stormwater network connections and flow direction.

VHB will collect and prioritize these data from the Town, CDM Smith, and VHB's existing GIS analysis to develop a central GIS database of publicly owned stormwater assets with a consistent schema for data organization. VHB will supplement these data with maintenance records from the Town's Department of Public Works (DPW) to determine stormwater assets with recurring maintenance needs or relative condition assessments. Under this task, VHB will perform field data collection to supplement information provided by the DPW and Town Engineer. These centralized data will become the baseline for developing Hudson's Asset Management Plan.

Asset Criticality

Using GIS stormwater asset data organized by VHB under the previous task, VHB will develop a matrix of asset criticality, which is a measure of each unique asset's probability of failure relative to its impact of failure. VHB will utilize asset condition data collected by VHB through MS4 investigations supplemented by the Town's Engineering and Public Works Departments to determine relative rankings of the probability of failure for stormwater infrastructure. To determine the relative potential impact of an asset failure, VHB's water resources and transportation engineers will deploy weighted rankings based on the asset's potential impact to traffic detours, public safety, replacement cost, or the environment in the case of failure. VHB will develop a weighted ranking system to rank the relative probability of failure versus the impact of failure to determine each asset's criticality.

Stormwater Asset Management Plan

VHB will develop a Stormwater Asset Management Plan of the Town's public closed stormwater drainage system. In addition to detailing the Town and VHB's data collection and asset criticality methodology, VHB will develop and summarize relative future replacement costs for critical stormwater infrastructure and identify potential future funding opportunities. As part of the Plan, VHB will work with the Town Engineer to make recommendations for future stormwater capital improvement fund allocations to support necessary asset repair, replacement, or treatment costs to meet regulatory requirements. This effort will culminate in a Stormwater Asset Management Plan which the Town may utilize to pursue future funding opportunities for stormwater system maintenance and improvement.

2 | Firm Overview and Project Team

Firm Overview

Making a positive impact in New Hampshire's cities and towns is a priority for VHB professionals. For more than 40 years, we have worked throughout the state to improve mobility, enhance communities and economic vitality, and balance development and infrastructure needs with environmental stewardship. Together, our team of engineers, scientists, planners, and designers have helped revitalize downtown areas; construct safer streets for motorists, pedestrians, bicyclists, and transit users; restore and protect our natural resources—and more.

Water resource management and planning projects represent great opportunities for communities to develop an understanding of how activities can effect water quality, as well as protect, restore, and enhance our important resources. Effective water resource management and planning requires more than just knowledge of water quality, stormwater, and drainage. It requires innovation, community involvement, and commitment. Working together, we will integrate the Town's longterm goals and vision for the community as we work together to develop a comprehensive stormwater asset management program. Our capabilities in these areas are discussed as follows.

Stormwater Asset Management

VHB has an extensive group of stormwater professionals that focus on stormwater management services to enhance the municipal program operations, including asset mapping and management, budget estimating, operations and maintenance planning, capacity assessment, permit compliance services, and design and construction of stormwater Best Management Practices (BMP), among others. Our stormwater team includes scientists, planners, engineers, and GIS analysis from our environmental, municipal services, and applied technology groups that fully understand the regulations, as well as engineering

aspects of managing stormwater. Our integrated team works closely to assess and design storm drain collection and treatment systems and can perform all related tasks with in house personnel including survey, infrastructure and drainage design and pollutant loading/water quality impact assessment. Since many of our clients are municipalities, we understand operations and how roles and responsibilities are spread across different departments with varied operational, budgetary, and regulatory concerns. We have prepared and have assisted in the implementation of numerous stormwater management programs focusing on realistic phasing of tasks and sequencing of priorities.

Bedford, NH, office founded in

1987

100

local New Hampshire professionals supported by

2,200+

engineers, scientists, planners, and designers companywide

300

environmental professionals companywide



VHB Project Manager, Garrison Beck, conducting stormwater sampling

Project Team

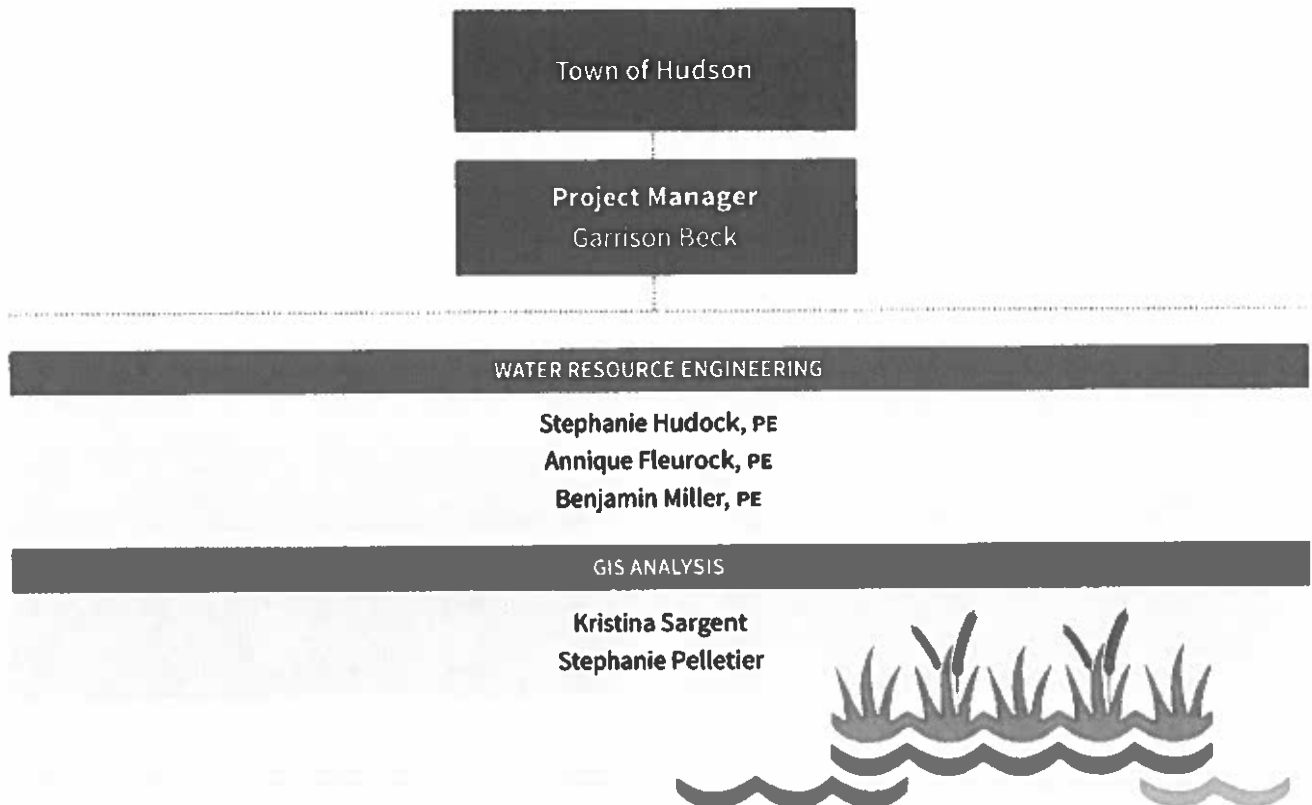
Project success depends on more than merely having the technical abilities needed to deliver a viable solution. It also depends on people—their energy, enthusiasm, and commitment to achieving agreed-upon goals. VHB's ability to successfully manage projects is based largely on the quality of our personnel. As depicted in the **Project Team** below, our team is composed of a small group of key professionals strategically chosen with the right combination of skills and experience to best serve the Town on this project.

These professionals are skilled in working on similar projects; this familiarity and strong working relationship will help us to begin work on the stormwater asset management program in an efficient and cohesive fashion. Resumes bios outlining the skills and experience of our key team members can be found on the following pages.

Leading the proposed VHB team for this project is **Project Manager Garrison Beck**, New Hampshire Water Resources Team Lead with VHB's Environmental Group. Garrison brings extensive experience with projects involving water resource assessment, prioritization, management, conservation, and planning. He brings over 11 years of experience in watershed management plans, septic system inspection and replacement, designing best management practices, and other nonpoint source pollution controls, as well as public education and outreach.

In his time with VHB, Garrison has worked with state and municipal clients New Hampshire with a primary focus on stormwater regulatory compliance, water quality improvements, and surface water restoration. He is currently the Project Manager and primary point of contact for ongoing MS4 compliance support for communities throughout New Hampshire including Hudson and Portsmouth, as well as leading active projects with the Town of Hudson on the current Robinson Pond final design.

Project Team





Education

BA, Environmental Policy,
Colby College, 2013

Garrison Beck

Project Manager | 11 years of professional experience

Garrison is the New Hampshire Water Resources Team Lead with comprehensive experience in water resource protection and stormwater management. He specializes in MS4 program management, surface water quality analysis, watershed management planning, IDDE investigations, pollutant reduction strategies, state and local policy, and stormwater program implementation. Garrison is the Project Manager leading MS4 compliance services for several communities and regularly advises clients on NPDES compliance under the Construction General Permit and Multi-Sector General Permit.

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, Robinson Pond Final Design, Hudson, NH
- » Nashua Regional Planning Commission, Robinson Pond Water Quality Protection Plan and Implementation, Hudson, NH
- » MS4 Support Services, Hudson, Portsmouth, and Rochester, NH
- » City of Portsmouth, Stormwater Master Plan, Portsmouth, NH
- » City of Dover, Stormwater Utility Study, Dover, NH



Education

MEng, Civil Engineering,
Colorado State University, 2018
BS, Environmental Engineering,
University of Connecticut, 2012

Stephanie Hudock, PE

Water Resource Engineering | 13 years of professional experience

Registrations: PE MT

Stephanie is a Water Resources Engineer with experience in analysis, design, and construction administration of hydrologic and hydraulic projects related to transportation projects. Her experience includes projects focusing on stormwater management systems, watershed studies, and floodplain management studies.

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, Robinson Pond Final Design, Hudson, NH
- » MaineDOT, Post-Construction Stormwater Manual, Statewide, ME
- » MassDOT, Stormwater General Services, Statewide, MA
- » MassDOT, Impaired Waters Program Assessment, Statewide, MA



Education

BS, Civil Engineering,
Northeastern, 2015

Annique Fleurock, PE

Water Resource Engineering | 9 years of professional experience

Registrations: PE NH, ME, MA

Annique is a water resources consultant in VHB's Bedford Environmental Team. Her work has focused on hydrologic and hydraulic modeling, sea level rise adaptation and resiliency studies, coastal risk modeling, flood mitigation, stream restoration, stormwater management, best management practices (BMPs), and data management and analysis.

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, Robinson Pond Final Design, Hudson, NH
- » City of Portsmouth, MS4 Support Services, Portsmouth, NH
- » NHDOT Exit 4A Contract C Stormwater Treatment, Derry, NH
- » NHDOT FE Everett Turnpike Bridge Stormwater Treatment/Hydraulic Analysis, Nashua, NH



Benjamin Miller, PE

Water Resource Engineering | 7 years of professional experience

Registrations: PE NH

Ben Miller is a Project Engineer in VHB's Bedford office. He has provided engineering design for public, commercial and industrial sites, and has experience performing hydrologic and hydraulic modeling and design, as well as construction inspections. His work focuses on surface hydrology, hydraulic modeling, stormwater management, and stream restoration. His experience includes projects focusing on flood mitigation, innovative stormwater designs, and developing best management practices for both private and public sector clients.

Education

MS, Civil Engineering, University of New Hampshire, 2018

BS, Civil Engineering, University of New Hampshire, 2015

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, Robinson Pond Final Design, Hudson, NH
- » NHDOT Exit 4A Contract C Stormwater Treatment, Derry, NH
- » NHDOT FE Everett Turnpike Bridge Stormwater Treatment/Hydraulic Analysis, Nashua, NH
- » City of Dover, Crosby Road Stormwater Improvements, Dover, NH



Kristina Sargent

GIS Analysis | 11 years of professional experience

Kristina is VHB's New England GIS Lead who specializes in the application of GIS technology for municipalities, institutions, state governments, transportation, utility mapping, and natural resource protection. She specializes in data development, analysis, and cartographic presentation, utilizing both desktop applications and online platforms.

Education

MS, Geographic Information Systems, Northeastern, 2018

BA, Geography, Keene State College, 2013

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, MS4 Support Services, Hudson, NH
- » Town of Merrimack, GIS Support Services, Merrimack, NH
- » NHDOT, GIS Stormwater BMP Dashboard, Statewide, NH
- » Eversource, GIS On-Call, Statewide, NH



Stephanie Pelletier

GIS Analysis | 10 years of professional experience

Registrations: GISP

Stephanie is the New Hampshire Geographical Information System (GIS) Team Lead specializing in GIS technology for natural resources protection, utility mapping, and municipal government projects. Her areas of specialization include data development, analysis, and cartographic presentation on both desktop applications as well as with online platforms.

Education

BS, Environmental Sciences, Westfield State College, 2014

RELEVANT PROJECT EXPERIENCE

- » Town of Hudson, MS4 Support Services, Hudson, NH
- » Nashua Regional Planning Commission, Robinson Pond Water Quality Protection Plan and Implementation, Hudson, NH
- » Town of Hudson, Birch Street at Lowell Road Concept, Hudson, NH
- » City of Dover, Stormwater Utility Study, Dover, NH

3 | Relevant Experience and References

Relevant Experience

Experience in Hudson

Over the years, VHB has had the privilege to work with the Town and local community on several efforts in Hudson, including providing environmental support for ongoing initiatives at Robinson Pond as well as on-call MS4 support. Our teams familiarity of the Town's processes and procedures as well as institutional knowledge of ongoing projects will allow for a more streamlined approach as we develop the stormwater asset management program.

Robinson Pond Water Quality Protection Plan

Working closely with the Nashua Regional Planning Commission (NRPC), VHB provided integrated environmental support services to create a Water Quality Protection Plan for Robinson Pond. The plan was funded from a grant from the New Hampshire Department of Environmental Services and focused on developing initial steps relative to the benchmark of a comprehensive EPA-compliant watershed plan.

Robinson Pond Final Design and Permitting

In an effort to improve watershed quality throughout the Town and comply with Environmental Protection Agency permit regulations, VHB assisted with providing engineering recommendations and improvements at Robinson Pond watershed. This effort built off of VHB's previous Robinson Pond Watershed Study project with the NRPC.

Robinson Pond Boundary Survey

VHB conducted survey and permitting services in support of a 42 acre parcel located along Robinson Road near the Pond. The project included field survey, research, and plan preparation to establish existing property lines for the subdivision.

Robinson Pond Grant Support

VHB recently partnered with you to secure the NHDES Clean Water Grant Funding from the Clean Water State Revolving Fund, which will contribute to further planning, design, and construction projects for the Town. In fact, if secured, this grant will provide funding for the stormwater asset management program.

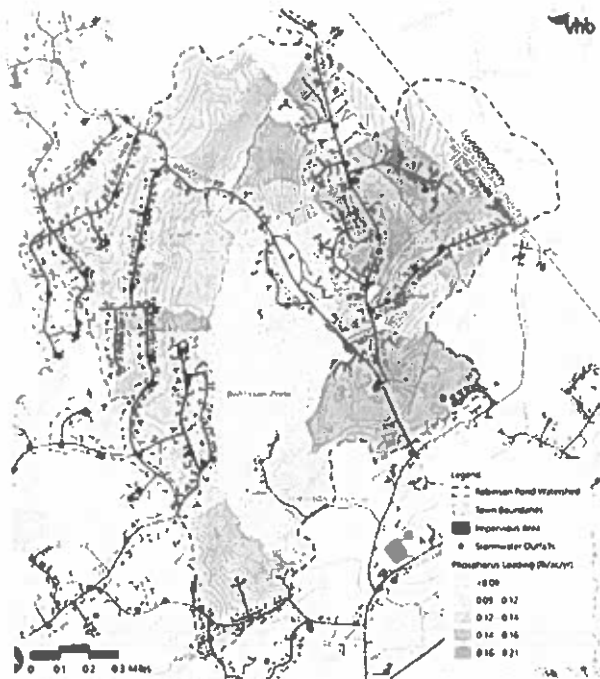


Robinson Pond

On-Call Stormwater Management and MS4 Support Services

VHB has assisted several New Hampshire communities in developing long-term budget plans to address permit compliance needs, deferred maintenance and capacity issues for stormwater assets.

- **Hudson, Portsmouth, and Rochester** | As part of our on-call municipal contracts, VHB developed annual budget estimates and operations and maintenance plans to enhance the municipal program operations to include additional stormwater infrastructure inspection and maintenance.
- **Concord and Keene, NH** | VHB is working to identify capital improvements and budget needs to remediate chronic flooding problems in several neighborhoods during large storm events due to insufficient capacity in the City's stormwater infrastructure. A similar stormwater analysis was conducted in Keene to identify critical infrastructure needs to reduce flooding in vulnerable areas throughout the City.
- **Various Locations, NH** | VHB has worked with several communities to identify various structural and nonstructural control measures on a watershed basis to improve water quality in water bodies that have been identified as having declining or impaired water quality conditions.



Stormwater Master Plan, Portsmouth, NH

With the added requirements of the 2017 MS4 Permit and the Great Bay Nitrogen General Permit (GBTN GP), Portsmouth contracted with VHB to develop a Stormwater Master Plan to identify current and potential future costs to comply with these requirements and start the process of a stormwater utility feasibility analysis. VHB is working closely with the City to evaluate current and future budgetary needs to address the impaired waters/pollutant reduction needs and maintain their aging infrastructure, including a parcel-level analysis of stormwater pollutant loads. VHB is developing an initial phase of a Nitrogen Control Plan (NCP) to be used to comply with the 2020 Draft GBTN GP. This initial NCP will identify various potential structural and nonstructural control measures and the potential annual costs associated with meeting the prescribed nitrogen load requirements.

Dover Stormwater Utility Implementation Plan

Together with a diverse project team, VHB continues to support the City of Dover in their exploration of a Stormwater Utility Fee enterprise fund to support the City's stormwater compliance and infrastructure needs. As part of the project, VHB acquired and performed GIS analysis of impervious cover data within the City, developing initial estimates for the City's Equivalent Residential Unit (ERU) billing system, future budget requirements, and estimated revenue projections.

Stormwater Sampling at Robinson Pond

VHB has assisted in mapping as well as screening and sampling stormwater outfalls for dry weather flow. We have identified and evaluated approximately 20 stormwater outfalls that are in the Robinson Pond watershed. As part of a Draft PCP required by the MS4 permit, we also developed initial pollutant loading estimates for the various subcatchment areas that drain to the Pond. This existing data can be leverage for the Town's stormwater asset management program.



Robinson Pond beach

NHDOT Stormwater Infrastructure Asset Inventory

As part of new EPA stormwater requirements, state agencies are tasked with developing and updating mapping, as well as performing inspections of their stormwater infrastructure systems related to inlets and outfalls. VHB was retained by the NHDOT to help meet these requirements. Specifically, VHB developed a geodatabase of all NHDOT Operated outfalls with the impacted areas. In addition to compiling the geodatabase, VHB is supporting field teams by leveraging mobile data collection solutions such as Collector for ArcGIS in combination with Survey123, performing spatial analysis in ArcGIS Pro to estimate roadway drainage, and combine outfall locations with NHDES impaired waters data. Additionally, VHB is using business intelligence (BI) tools such as Operations Dashboard to track outfall inspections and various outfalls statistics such as receiving waters and water quality impairment.

NHDOT Stormwater BMP Inspection Inventory

VHB developed a stormwater BMP mobile data collection application for the NHDOT. The field application leverages the following ArcGIS Online products, ArcGIS Online, Collector for ArcGIS, Survey123, and Operations Dashboard. VHB developed a custom data model to represent the stormwater BMP structures, and then developed a field application for inspection and maintenance purposes. Field staff have the ability to review previous inspection records, take photos, update attribute data, and complete custom inspection forms using Survey123. VHB leverages web URLs to pass attribute information from Collector to Survey123. All surveys are launched through Collector, providing a seamless integration between the two applications. Results of the inspections are provided via an Operations Dashboard, which provides District Engineers and stormwater staff with easy access to the inspection data.

Additional Asset Management and Data Collection Projects



In addition to those listed, VHB's applied technology team has provided data collection and inventory management for projects throughout the East Coast, including data collection solutions for Massachusetts Bay Transportation Authority, Massachusetts Department of Transportation, Rhode Island Department of Transportation, New York State Department of Transportation, as well as the communities of Dover and Merrimack, New Hampshire; and Deland and Orlando, Florida.

References

Client satisfaction is at the forefront of any project the VHB Team undertakes and we are proud of the strong relationships we have developed with our clients. In fact, we have many repeat clients across all our service areas. For the Stormwater Asset Management Program project, we encourage the Town of Hudson to interview the following references. We believe that their comments will reflect our record of outstanding past performance and client satisfaction.

Project	Reference/ Address	Contact Information
Robinson Pond Water Quality Protection Plan (Phase 1) <i>Hudson, NH</i>	Emma Rearick Regional Planner II Nashua Regional Planning Commission 30 Temple Street Nashua, NH 03060	603.417.6578 emmar@ nashuarpc.org
Stormwater Master Plan <i>Portsmouth, NH</i>	James McCarty GIS Manager City of Portsmouth 680 Peverly Hill Road, Portsmouth, NH 03801	603.766.1410 jtmccarty@ cityofportsmouth. com



www.vhb.com



EA Engineering, Science,
and Technology, Inc., PBC

225 Schilling Circle, Suite 400

Hunt Valley, Maryland 21031

Phone: 410-584-7000

www.eaest.com

8 November 2024

Elvis Dhima, PE, Town Engineer
Town of Hudson Engineering Office
12 School Street
Hudson, New Hampshire 03051

Re: Engineering Consulting Services for Stormwater Asset Management Program

Dear Elvis Dhima,

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit a Statement of Qualifications in response to the Request for Qualifications (RFQ) for Engineering Consulting Services for Stormwater Asset Management Program. As presented in our submittal, we bring the following advantages to the Town:

- ✓ **Experience with Stormwater Asset Management Program Support** – The NPDES Phase II Stormwater Permit is a catalyst for an Asset Management Program. EA has supported multiple agencies nationwide moving from permit compliance to long-term management of stormwater assets. This change in approaches is less about checking boxes and more about integrating operations and finance to ensure the long-term success of the infrastructure and provide water quality and community benefits.
- ✓ **Integrated Project Team with Holistic Approach** – The true integration of engineering, science, and information technology services is core to EA's business philosophy. EA business analysts and technology professionals are also consultants, scientists, and engineers who work directly with our subject matter experts in the areas of stormwater compliance, climate change, infrastructure, and risk assessment on a wide variety of discipline-specific projects. Because we understand the processes, procedures, requirements, and technical issues related to your operations, we are uniquely qualified to provide support services that will significantly enhance your asset management goals. EA has extensive experience with business process engineering, managing business process changes and the design of procedural/organizational changes, and implementation of and enhancements to technology. EA brings engineering expertise and an understanding of asset management best practice, business processes/workflow, database development/management, and software customization to support your workflow processes and requirements.
- ✓ **Proven Methodologies Designed to Create Efficiencies and Reduce Redundancies** – EA leverages lessons learned from our prior asset management, system implementation, and enhancement projects and the knowledge we have gained from decades of experience working with similar clients on similar projects to ensure our approach provides a solid foundation for both your current and future needs. Our innovative techniques, including our project approach, have been proven on multiple similar projects to save time and money.

If you have any questions about this submission, please feel free to contact me at bschrayshuen@eaest.com or 410-329-5153.

Sincerely,

Beth Schrayshuen, PE
Project Manager, Technology Services Group Manager

1. EA's QUALIFICATIONS AND EXPERIENCE

EA Engineering, Science, and Technology, Inc., PBC (EA) is a leading provider of information technology (IT) services, including asset management and business analysis, environmental compliance, natural resources, and infrastructure engineering and management solutions for a wide range of government and industrial clients. As a client-centered firm, EA has worked hard to maintain an outstanding reputation for technical expertise and responsive service. In business for 51 years and headquartered in Maryland, EA has more than 700 employees and a network of 27 commercial offices across the United States and Guam. We offer multi-disciplined project management teams experienced in administering a variety of contract types, including municipal and government contracts, while adhering to a well-established integrated quality assurance (QA)/quality control (QC) program. EA is a 100% employee-owned public benefit corporation, financially stable, and committed to environmental stewardship. We are a proud member of the U.S. Green Building Council and incorporate sustainable practices into our daily practices, as demonstrated by our Leadership in Energy and Environmental Design-certified headquarters.

FAST FACTS	
15	Years Providing Asset Management Services
700	Employees Nationwide
27	Offices Including Providence, RI
51	Years in Business
20+	Asset Management Software Implementations

EA's mission is to guide our clients through changes by developing fully integrated, multidisciplinary solutions to help them solve their problems and meet their regulatory and business objectives. By truly integrating engineering, science, and technology, we can design outstanding responses and assist our clients in ways that are environmentally sound, financially responsible, technically innovative and dependable, and operationally efficient. This integration of information asset management, technology needs assessments, business/workflow analysis services, and implementation services, combined with engineering and project management services, provides EA with unique insight into the operational requirements of municipal clients. With our strong history in the engineering field, EA continues to expand our service offerings to meet today's challenges.

EXPERT SOFTWARE CONSULTATION

At EA, we understand the critical role that software plays in effective asset management. We are committed to software agnosticism in our consulting approach. This means that you can trust EA to provide you with unbiased, flexible, and customized recommendations that prioritize your organization's best interests above all else. We are dedicated to helping you achieve your asset management objectives efficiently and effectively, regardless of the software solutions involved. We achieve this by providing:

- ✓ Unbiased Recommendations
- ✓ Flexibility and Adaptability
- ✓ Customized Solutions
- ✓ Objective Evaluations

VALUE-ADDED FACTORS

- **Unique Understanding of the Data as well as the Technologies**—EA's IT professionals are also consultants, scientists, and engineers with expertise in engineering, planning, data management, and other IT solutions. Because we understand the workflows, science, engineering, and technical issues associated with asset management, we have the unique ability to implement IT solutions that significantly enhance and increase the value of our clients' programs.
- **Experts in the Field**—EA's professionals combine training from industry organizations, such as the Institute of Asset Management, with our own project experience to help our clients accomplish their goals. Our IT staff gathers the vision, goals, and objectives that your staff likely already embodies and integrates these into a framework with actionable and achievable steps to accomplish your desired strategy and outcomes.
- **Extensive Local Government Experience**—Since our 1973 founding, EA has worked with over 120 county and municipal government clients across the country. Our long history of interactions with municipal clients has allowed EA to gain a strong understanding of the expectations of municipalities. EA understands that municipal government leaders—such as boards, general managers, mayors, council members, and commissioners—with their primarily focus on residents and private citizens and protecting the environment in a cost-efficient manner.
- **Software Business Partner and Implementer**—EA's relationships with solution providers, such as Esri, Cityworks, and Cartegraph, allow EA direct access to product developers—resulting in each application being up-to-date and state-of-the-art—and provides us with an understanding of how to uniquely optimize a solution for each client.

1.1. EXPERIENCE WITH SCOPE

EA's Stormwater Experience

EA has supported numerous communities in the understanding of and implementation of programs to support Municipal Separate Storm Sewer System (MS4) permit compliance and, more importantly, how that translates into manageable operational procedures. Our support has included setting up stormwater utilities, developing asset management plans, and streamlining annual reporting to maintain permit compliance.

EA's Coast-to-Coast Asset Management Experience



EA has recently led the implementation of over a dozen asset management systems and has supported many more clients in evaluating asset management system programs or tools, policies, and improvements using industry standard protocols and guidance. The matrix below provides an overview of EA's similar project experience.

Example Project and Client	Scope of Work							
	Stormwater Assets	Vision Statement and Stakeholder Engagement	Level of Services	Asset Inventory	Asset Prioritization	Life Cycle Costing	Funding Strategies	Implementation/ Communication Plans
Cartograph Assessment and Implementation Plan Winnepesaukee River Basin Program, NH				◆	◆			◆
Expanded Use of Cityworks Town of Canton, MA		◆		◆	◆	◆		
Asset Management Software Implementation City of Boston, MA		◆		◆	◆	◆		
Asset Management Strategy and Program Development City of Spokane, WA	◆	◆	◆	◆		◆		◆
City of Omaha Public Works Strategic Asset Management Plan Omaha, NE	◆	◆	◆	◆			◆	
Stormwater Program Management and Utility Establishment Port of Seattle	◆	◆	◆	◆			◆	
Enhanced Stormwater Maintenance Kitsap, WA	◆	◆	◆					◆
Enterprise Asset Management Implementation Project Management Frederick County, MD	◆	◆	◆	◆	◆	◆	◆	◆

	Scope of Work							
	Stormwater Assets	Vision Statement and Stakeholder Engagement	Level of Services	Asset Inventory	Asset Prioritization	Life Cycle Costing	Funding Strategies	Implementation/ Communication Plans
Example Project and Client								
Asset Management Software Implementation Professional Services Harris County, TX	◆	◆		◆		◆		
Stormwater Operations Support Harford County, MD	◆	◆	◆	◆				
Asset Management Plan Prince George's County, MD	◆	◆	◆	◆	◆	◆		◆
Asset Management Software Assessment and Implementation Plan Coastal Water Authority TX		◆		◆		◆		
Asset Management Software Implementation Support Charles County, MD	◆	◆		◆		◆		
Asset Management Implementation Carroll County, MD		◆	◆	◆	◆	◆		
Asset Management Software Implementation Support Fauquier County, VA		◆		◆		◆		

2. KEY PERSONNEL

Project Manager – Beth Schrayshuen, PE, IAM – As Project Manager, Ms. Schrayshuen will have primary responsibility and authority for this work. Ms. Schrayshuen’s engineering career has transitioned from operational management of a wastewater utility to providing operational and technical support for asset management planning, geographic information system (GIS) mapping, compliance, capital improvement planning, and fiscal forecasting for numerous state and local government entities. Prior to EA, Ms. Schrayshuen was responsible for supporting the operations for the City of Beckley, West Virginia, stormwater and wastewater utility and reviewing permits for development within the City limits. Her current responsibilities include managing and supporting projects involving public works asset data collection and management, emergency response communications, environmental engineering, water and wastewater system design and permitting, and asset management using multiple GIS and asset management platforms. Ms. Schrayshuen has extensive experience with government agencies and supporting the navigation of future planning, interagency coordination, permitting and transparency, budgeting procedures, and funding streams. Her expertise in asset management also includes planning for use of the program—not just the software—and developing tools or adjusting workflows to ensure programs most efficiently meet our clients’ needs.

Project Manager
Beth Schrayshuen, PE, IAM



Ms. Schrayshuen is a Registered Professional Engineer and an Institute of Asset Management Certified Professional with 15 years of experience managing similar contracts.

Subject Matter Expert, Stormwater Compliance – Dylan Conlon, PE – Mr. Conlon is a Professional Engineer, registered in the state of Rhode Island with 10 years of civil/environmental engineering experience, including environmental monitoring, assessment, remediation, construction QC, oversight, stormwater management, and many aspects of site development design and permitting. Mr. Conlon is responsible for the design of multiple stormwater management systems for various residential, commercial, and industrial projects in New England. He has utilized hydraulic and hydrologic modeling and best management practices in the design of large-scale drainage networks as well as various stormwater infiltration practices and sedimentation basins. He has experience working in New Hampshire from the design and permitting support for the deconstruction of a Defense Fuel Support Point, a former Air Force bulk fuel

Statement of Qualifications

Name and Role	Scope of Work							
	Stormwater Assets	Vision Statement and Stakeholder Engagement	Level of Services	Asset Inventory	Asset Prioritization	Life Cycle Costing	Funding Strategies	Implementation/Communication Plans
Beth Schrayshuen, PE, IAM Project Manager	◆	◆	◆	◆	◆	◆	◆	◆
Dylan Conlon, PE Subject Matter Expert, Stormwater Compliance	◆							
Ali Barton, EIT Asset Management Specialist	◆	◆	◆	◆	◆			◆
Ryan O'Leary GIS Specialist / Junior Asset Management Specialist	◆	◆	◆	◆	◆			◆
Erin Duarte Junior Asset Management Specialist	◆	◆	◆	◆	◆	◆		◆
Annemieke Ruina Environmental Compliance Specialist	◆	◆		◆	◆			◆

3. LIST OF REFERENCES IN THE LAST 7 YEARS

Asset Management Strategy and Program Development for Water, Wastewater, and Stormwater Utilities City of Spokane, WA

The City of Spokane (City), through their Integrated Capital Management Department, is taking the next steps to develop and grow their Asset Management Strategy for the City's Water, Wastewater, and Stormwater utilities. The City has identified four major objectives in the initial phase of developing their Asset Management Program:

1. Develop a Strategic Asset Management Plan
2. Conduct an Asset Management Gap Analysis
3. Develop an Implementation Plan
4. Optimize existing business processes to incorporate into the City's capital and maintenance planning procedures

EA is currently creating individual Strategic Asset Management Plans for the Water, Wastewater, and Stormwater Utilities. A Strategic Asset Management Plan is defined in ISO 55000:2014, 3.3.2 as, "documented information that specifies how organizational objectives are to be converted into asset management objectives, the approach for developing asset management plans, and the role of the asset management system in supporting achievement of the asset management objectives."

Relevant Highlights
✓ Stormwater Assets
✓ Vision Statement and Stakeholder Engagement
✓ Asset Inventory
✓ Asset Prioritization
✓ Implementation/Communication Plans
Reference
City of Spokane Integrated Capital Management Department Lorena Croucher, PE 509-625-6894

Stakeholder Engagement: Based on the project objectives, EA created a one-page project summary as a leave behind when engaging with other City staff. The purpose of this leave behind was to deliver a document for staff to reference during engagement activities for the project. The leave behind included the project schedule, definition of terms, and high-level objectives. EA has facilitated over 40 hours of interviews and engagements with over 60 City employees to identify potential goals and strategies for the Strategic Asset Management Plan. These engagements identified the utilities' operations requirements, staff training, on-boarding requirements, resource needs, asset inventory, GIS capabilities, work order management system utilization, asset condition procedures, resource plannings, key performance indicators, cybersecurity, technology use, and accessibility.

Strategic Asset Management Plan: From these engagements, EA created one-page baseline documents for each utility that summarized their current maintenance operations. These baselines will be included in the Strategic Asset Management Plan for general context. EA also developed nine goals and 32 strategies for the City to consider for further investment and development as part of Strategic Asset Management.

Gap Assessment: EA led 10 workshops that covered the institute of Asset Management Anatomy of Asset Management Subjects to educate the stakeholders and document current practices to assess asset management maturity. From these workshops, EA assigned a maturity score and aligned the subjects to the Objectives as opportunities for improvement for the Asset Management Program. EA provided five assessments—water distribution, wastewater collection, reclamation plant, stormwater, and the hydroelectric dam—for the City's review.

Asset Management Software Implementation Services Harris County, Texas

Harris County, Texas, has purchased seven instances of Cartegraph to track all the work performed on County assets. The instances provide unique Cartegraph sites for each of its four Precincts, the Engineering Department, the Toll Roadways Department, and the Flood Control Department. EA is currently supporting the Engineering Department in the implementation of their Cartegraph instance for tracking the creation of new assets and distributing them through GIS to the precincts. The Engineering Department is responsible for planning, design, and construction of infrastructure maintained by the four Precincts. Infrastructure managed by the Engineering Department includes roads, bridges, sidewalks, signs, traffic signals, streetlights, parks, trails, flood control measures, stormwater conveyances, and stormwater management.

Workflow Development and Configurations: EA has led several meetings with the Engineering Department Stormwater Group, Road Log Group, and Acceptance Group to review and understand existing workflows. Based on these meetings and EA's in-depth knowledge on the configuration capabilities of Cartegraph, EA developed proposed workflows within Cartegraph and configured the site accordingly, including custom fields, maintenance of libraries, and creation of request/work layouts. From these methods, EA provided recorded trainings to the Road Log Group on how to use these workflows. EA is currently developing the proposed workflows for the Stormwater Group and Acceptance Group and will meet with the Platting Group to develop additional workflows and data management recommendations.

Efficiency Amongst the Precincts: Because the data is not automatically shared between the seven Cartegraph instances, EA's configuration includes procedures to ensure data can be easily and effectively shared across the sites. For example, for the Engineering Department to accurately predict long-term pavement conditions, the work tracked on the pavement from the Precinct instances needs to be brought into the Engineering instances, which requires that data be consistent between the Precincts. In support of this, EA reviewed the Harris County Pavement Construction Specifications and developed a technical memorandum with recommendations on the work from the Precincts that should be tracked for the Engineering Department. These recommendations are currently under review, and, as next steps, EA will support implementation of these recommendations in Cartegraph.

Custom Stormwater Assets: In collaboration with the Stormwater Group, EA developed custom Stormwater Assets and condition inspections. Recognizing the unique requirements associated with stormwater management, EA facilitated discussions and workshops to identify specific data points crucial for accurate tracking and monitoring of stormwater-related activities. Leveraging Cartegraph's robust configuration capabilities, EA implemented tailored solutions by creating custom data fields, modifying existing attributes, and introducing entirely new asset types dedicated to stormwater

Relevant Highlights

- ✓ Stormwater Assets
- ✓ Vision Statement and Stakeholder Engagement
- ✓ Level of Services
- ✓ Asset Inventory
- ✓ Asset Prioritization
- ✓ Implementation/Communication Plans

Reference

Office of the County Engineer
Scott Brian, Director Business Solutions
and Digital Transformation
713-274-3737

infrastructure. This involved a thorough process of aligning the system with the Stormwater Group's workflow and operational needs. The introduction of custom Stormwater Assets not only reflects EA's commitment to addressing specific departmental requirements, but also contributes to the overall efficiency and effectiveness of stormwater management within Harris County.

Stormwater Inspections: EA seamlessly incorporated the Stormwater Group/s existing inspection process into Cartegraph, fostering a more streamlined and efficient workflow. EA engaged with the Stormwater Group to understand their current inspection procedures for stormwater infrastructure. Leveraging Cartegraph's versatile platform, EA translated these processes into a digital framework, configuring the system to accommodate the specific data points and criteria essential for stormwater inspections. This process involved creating customized inspection templates, integrating relevant data fields, and developing user-friendly interfaces tailored to the unique needs of the Stormwater Group. The implementation not only preserves the integrity of the Stormwater Group's established inspection practices, but also enhances the overall accuracy and accessibility of stormwater-related information for effective decision-making within Harris County.

**Asset Management Program Support
Prince George's County, Maryland**

Asset Management Plan: The Office of Storm Drain Maintenance (OSDM) was created in 2021 to provide a greater focus on managing stormwater infrastructure throughout Prince George's County. The infrastructure includes over 100,000 stormwater structures, 750 miles of pipes, 7.4 miles of levees, and 27 miles of channels. EA coordinated with OSDM leadership to develop an Asset Management Plan that quantifies the assets, levels of service, data management strategies, and resources used by OSDM to gain the greatest value from stormwater infrastructure. This document has been invaluable for on-boarding new staff and leadership at OSDM.

Storm Drain Inventory Data Collection: EA staff acts as the Project Manager on behalf of the County and developed the requirements, data collection standards, operating procedures, and data collection protocols for the Storm Drain Inventory. As Project Manager, EA staff coordinates with internal County offices, such as 311 and Office of Highway Maintenance, to inform them of where field teams are working and any potential hazards identified. In Spring 2022, EA staff field verified storm drain structures near Bowie, Maryland, within the boundaries of Annapolis Road, John Hanson Highway, and Enterprise Road. EA staff verified 729 conveyances and 893 structures, including 416 inlets, 256 manhole structures, 41 end sections, 15 junction boxes, 14 pipe connections, and six head walls. The EA Team performed the following QA/QC checks on verified structures in accordance with the Stormwater Drain Inventory Standard Operating Procedure: Geometry QA Tests, Interactive and Programmatic QA Tests, Structure and Conveyance and Related Tables, and QA Tests. EA performed all work in an Azure database managed by a separate consultant.

Computerized Maintenance and Management System (CMMS) Configuration Plan: EA developed a CMMS configuration plan for the County. OSDM is in the process of procuring a CMMS system to track work performed by their staff. EA developed the configuration plan to document the users, workflows, notifications, reporting, and preventative work order requirements of the County. EA also documented the assets of interest and the process for integrating the County's geospatial data with the CMMS.

Climate Resilience Asset of Waterway Crossing Stormwater Outlets: OSDM commissioned EA to complete the Swan Creek Climate Resilience study with the goal of facilitating stormwater infrastructure and natural resource planning for waterway crossings and stormwater outlets within the watershed that will experience the impacts of climate change between now and 2100. This report helped identify, prioritize, and plan waterway crossing and stormwater outlet replacements or modifications in the area to enhance the resilience of these structures. Three waterway crossings and 48 stormwater outlets were assessed and rated through GIS processing and individual review using the Resilience Assessment Framework for Enhancing Climate Resilience of Waterway Crossings Within Coastal and Near-Coastal Environments methodology.

Relevant Highlights
✓ Stormwater Assets
✓ Vision Statement and Stakeholder Engagement
✓ Level of Services
✓ Asset Inventory
✓ Asset Prioritization
✓ Implementation Plan
Reference
Prince George's County, Maryland Department of Public Works and Transportations Office of Storm Drain Maintenance Joanna Smith 240-619-9715 (mobile)

4. UNDERSTANDING AND APPROACH

4.1. UNDERSTANDING OF REQUIREMENTS

EA understands that the Town of Hudson is interested in developing an Asset Management Program to manage the stormwater assets owned and maintained by the Town. The Town has received a \$30,000 grant from the Clean Water State Revolving Fund to develop the Asset Management Program. EA understands this is a one-time grant for the Town to secure consulting services to develop the Asset Management Program in accordance with the *Asset Management Handbook and Toolkit* published by the New Hampshire Department of Environmental Services (NHDES) in November 2023.

4.2. APPROACH AND METHODOLOGY

EA's approach below is based on the *Asset Management Handbook and Toolkit* published by NHDES in November 2023. EA will support the Town in following this framework using our specific experience and value-added services.

Vision Statement and Stakeholder Engagement

The Vision Statement describes the goals of the Town related to maintaining their stormwater infrastructure beyond just NPDES Phase II Stormwater Permit Compliance. There are multiple stakeholders that influence the ability of the Town to meet this vision. At kickoff, EA will work with the Town's project manager to identify all potential stakeholders, who may include operational staff, managerial staff, elected officials, other departments, the public/clients, or regulatory bodies. We will outline how and where these stakeholders will be involved in developing the vision and the Asset Management Program.

Implementation Plan

The Town has already started many elements of an Asset Management Program to be MS4-compliant. EA recommends focusing on the Implementation Plan to capture existing efforts and identify the areas needing further development. The Implementation Plan will cover current efforts of the key elements and establish a roadmap for the Town to implement the remaining efforts. During each element below, EA will coordinate with the Town to identify opportunities to communicate with the appropriate stakeholders.

Level of Services

In defining the Levels of Service, EA adopts a structured approach that balances between operational effort and asset performance. EA begins by evaluating permit-required performance targets, which serve as the minimum Level of Service. There may be other intrinsic Levels of Service beyond the permit, such as conveyance of stormwater away from properties to prevent property damage or traffic hazards. These

EMPLOYING CREATIVE APPROACHES

EA's goal is to work collaboratively with clients as a strategic partner and earn the role of "trusted advisor." EA accomplishes this by extending its efforts beyond technical excellence and embracing the highest level of customer care. EA employs effective communication principles with its clients—getting to know their needs and objectives. As a result, EA is quickly seen by clients as an asset in supporting their data-driven decision-making process—providing practical advice, guidance, and recommendations. When making programmatic recommendations, EA has found the following practices critical to their adoption and success:

- ✓ Frequent End User Engagement—Early and frequent engagement means that end users are more likely to be part of the final solutions.
- ✓ Clear Definition of Objectives and When Goals are Considered Complete—A clear understanding of what is to be accomplished ensures everyone can see the goal and removes the fatigue of a never-ending project.
- ✓ Easy Wins—Asset Management takes the stamina of a marathon runner to complete. Identifying simple wins keeps the momentum going.
- ✓ Accessibility of Information—Clear communication to all stakeholders ensures buy-in from all levels of the organization.

APPLYING BEST PRACTICES

- ✓ EA recommends scheduling monthly half-hour calls with the Town's Project Team to provide project status updates, reinforce best approach tips, and maintain momentum throughout the project.
- ✓ EA has found that using a collaborative environment—such as Microsoft Teams or Google Drive—streamlines the flow of information and increases overall cooperation when executing a project. Therefore, EA recommends the Town provide a collaborative environment that EA can use to share project information with the Town.
- ✓ Strategic Communication
 - Frequent involvement of end users to promote their engagement
 - Story graphics and language to make information accessible and relevant to all
 - Easy-to-follow training that shows value to the end users.

expectations are important to define during the stakeholder engagement. Each of these Levels of Service statements is then evaluated against the SMART(ER) goals.

- S** Specific
- M** Measurable
- A** Attainable
- R** Relevant
- T** Time Bound
- E** Evaluate
- R** Re-Do

Asset Inventory

EA recognizes that the Town already has asset inventories developed and available in the Stormwater Management Program that were published June 2013 and updated 2023. The next step will be confirming the completeness of the inventories and assisting with Asset Prioritization.

Asset Prioritization

To develop Asset Prioritization, EA and the Town will assess the existing Asset Condition, define the Criticality, and complete a Risk Analysis. EA initiates the process with thorough Condition Assessments or reviews of existing information available from the Town. EA is available to conduct inspections and analysis to evaluate asset performance and condition that aligns with the Levels of Service. For the State of Maryland, EA has performed over 3,700 stormwater facilities (e.g., retention, detention, constructed wetlands, etc.) condition inspections and for one community, EA assessed the condition of over 729 stormwater conveyances and 893 structures (i.e., inlets and manholes). The Condition of the Asset is correlated to the likelihood of failure (LOF) of the asset. EA will work with the Town to define Critical Infrastructure, pinpointing assets essential to organizational operations and public service. These parameters are the consequence of failure (COF). Combining the LOF and COF will identify the risk of the asset. Simple numeric values are assigned to the LOF and the COF to illustrate the assets at greater risk. This method allows the Town to identify assets requiring more attention based on the Town's Risk's appetite.

Life Cycle Costing (LCC)

Many communities define the Capital Cost of the construction of new assets, but neglect to itemize and account for operational costs. It is an unrealistic expectation that communities continue to operate at the same operating cost when new assets are added to their inventory through the development and redevelopment of the community. EA will work with the Town to assess both capital improvement and operational costs that account for asset construction, expansion, rehabilitation, or replacement. This may include reviewing pre-existing utility master plans or capital improvement plans for integration into the new Asset Management Program. The process includes using the maintenance and replacement costs to understand the benefits and risks of doing one (rehabilitation) versus the other (replacement) and its impact on the asset condition and potential of failure. LCC analysis is used to plan, budget, and perform focused maintenance activities or engage in capital improvement projects that sustain system performance and minimize risk.

Funding Strategies

Towns are constantly faced with pressure to provide an acceptable Level of Service to their customers at a reasonable. If funding for a sustainable future of maintenance is not managed appropriately, reactively "catching-up" can be costly or risk detrimental failure of assets. The previous steps in the Asset Management Program, including the Asset Inventory and LCC analysis, enable the utility to make informed decisions and create a long-term strategy for understanding revenue and addressing costs. Initial steps in developing this financial forecast will include assessing the comprehensive LCCs for all assets and evaluating if current funding covers maintenance of those assets at the desired Level of Service. If there is a delta between funding and costs, EA will work with the Town to develop strategies that may include rate increases (or implementing first-time rate structures in the case of a new stormwater utility), establish a reserve to create an annuity, or borrow for capital improvements through sources like bonds, loans, or grants. An established Asset Management Program will provide the Town with a defensible and reliable baseline of estimated costs for operations and capital improvement planning that can be used by utility managers and municipalities for both near- and long-term to secure the most advantageous methods of funding.

Grant Funding
EA has identified 30+ possible grant sources for continuous support of the Asset Management Program for the City of Omaha.

Communication Plan

EA will work with the Town on how best to communicate the implementation of the Asset Management Program and how everyone is included throughout the project. The Implementation Plan will identify opportunities to connect with stakeholders, but the Communication Plan will include a detailed approach to including the goals, responsibilities, sources, audience, format, and outlets to engage those who affect the stormwater infrastructure.

For many of our clients, this includes in-person workshops on the value of asset management and how they contribute. For example, prior to asset condition assessment, EA may suggest a demonstration with operational and managerial staff to show how the information will be accessible, how it may be viewed using the future software, and what reports will be available, focusing on the ease of access, level of detail, and need for quality, standardized information. Engaging stakeholders at all levels ensures that the types of data that are desired and used by both operational workers and managerial planners are included as part of the ultimate Asset Management Program.

PROPOSAL | NOVEMBER 2024

Town of Hudson

ENGINEERING SERVICES FOR STORMWATER ASSET MANAGEMENT PROGRAM

PREPARED FOR:
Town of Hudson, NH

PREPARED BY:
Kimley»Horn

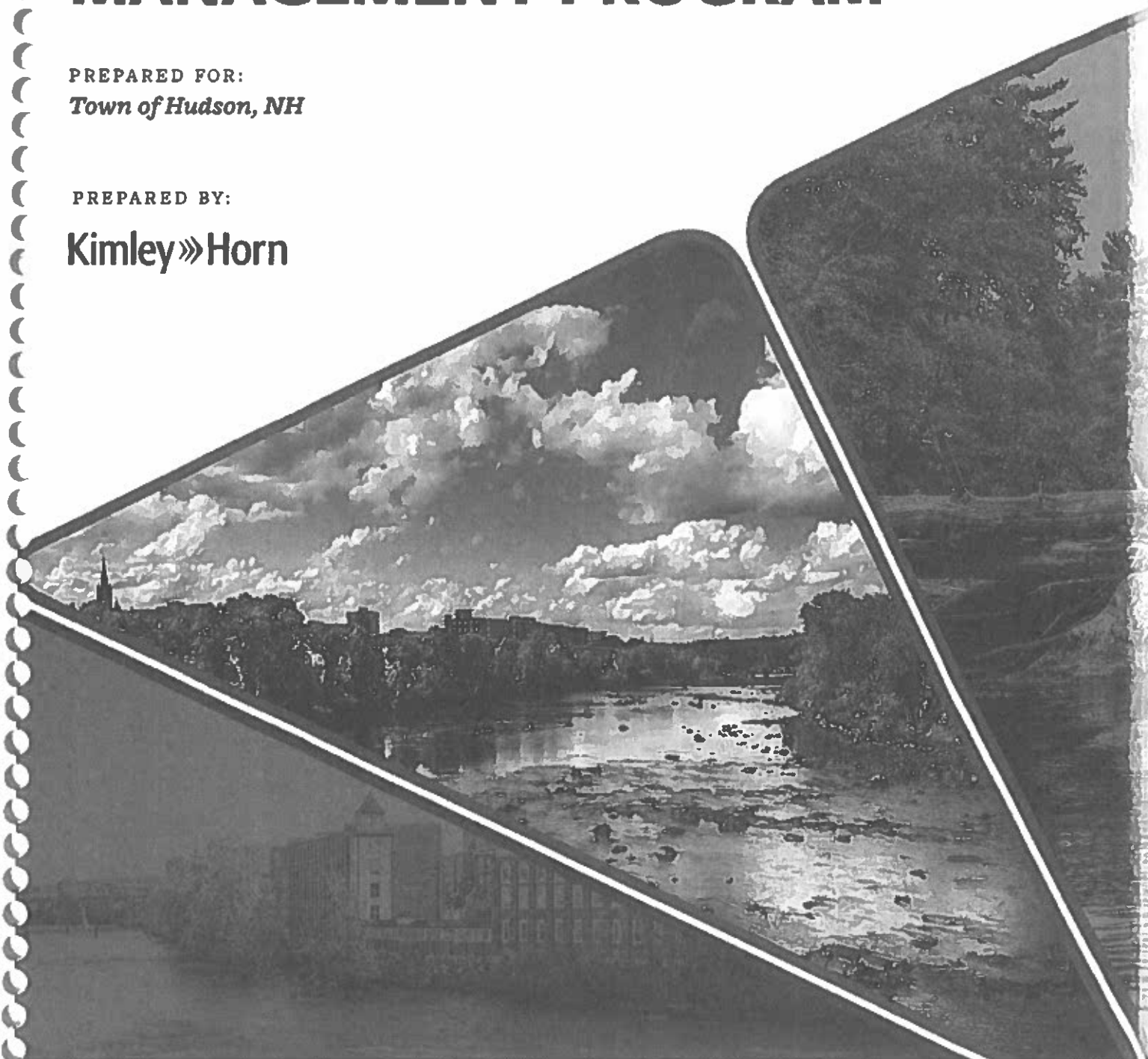


Table of Contents

Cover Letter	2
Table of Contents	3
Firm Overview.....	4
<i>Contract Understanding</i>	5
<i>Project Experience.....</i>	5
Staff Qualifications.....	8
References	10

Firm Overview

The **Kimley-Horn** team brings the right combination of national and local expertise with strong experience in asset management. What sets the Kimley-Horn team above the rest is our understanding of the big picture. We know why public agencies undertake this important process and we know the qualities that comprise a successful asset management program. This understanding will allow our team to create real strategies to help Town of Hudson protect and prioritize their investments now and into the future.

8,400+
Employees Nationwide



We're ranked



in *Engineering News-Record's*
Top 500 U.S. Design Firms

Kimley-Horn is a national engineering, planning, and environmental consulting firm founded in 1967. Kimley-Horn offers a staff of more than 8,400 and serves a wide range of public and private sector clients in many disciplines from more than 140 offices nationwide. Kimley-Horn has worked with thousands of governmental agencies—including federal, state agencies, city/county governments, water authorities, metropolitan planning organizations (MPO), and public transportation agencies—on projects varying in size and scope throughout the country. Our asset management specialists have worked together to provide public agencies with their unique insight into how data can be used to result in more productive, strategic, and effective outcomes. This allows Kimley-Horn to provide our clients with solutions to their toughest asset management challenges.

Kimley-Horn's range of skills are perfectly suited for the types of engineering and planning problems that municipalities face in developing, analyzing, and prioritizing capital and operational programs.

Our asset management team understands the type of utility planning challenges these municipalities are facing, and we have the skills, insight into

municipal governments, and knowledge of the areas we serve to develop decision support tools that will materially assist our clients in addressing these critical challenges. *Most importantly, we understand the importance of practical, implementable solutions.*

In addition to Kimley-Horn's national experience, **Ted Nitza, PE**, brings his own national and regional experience. Ted has assisted dozens of utilities in the Northeast, including several villages, towns, and other municipalities through asset management planning and robust conditions assessments. Ted was the technical lead for the development of new asset management planning for the Towns of New Paltz, East Greenbush, Watervliet, and Ulster, New York. These efforts included stormwater, wastewater, and drinking water systems—a portion of which was facilitated through next-generation pilot programming by the State of New York. Ted is supported by **Matt Manchisi, PE, PMP**, who is thoroughly familiar with the asset management plan development process with NHDES. This shows our team's regional knowledge to promote asset management and assist the Town of Hudson with developing an asset management program in accordance with NHDES requirements, Asset Management Grant Guidance Document, and Asset Management Handbook & Toolkit. Furthermore, Matt is the Chair of the New England Water Environment Association's (NEWEA) Asset Management Committee, which is responsible for the promotion of asset management for wastewater utilities throughout New Hampshire. While this involvement highlights our team's passion and commitment to the practice of asset management, it also provides an opportunity to directly collaborate with active committee members from NHDES.

Work on this project will be completed out of our offices in Waltham, MA, Bridgeport, CT, and White Plains, NY.

Contract Understanding

Our team has assisted public utilities in the development of asset management programs both across the country and right here in New Hampshire—we completed asset management planning under the NHDES programs and are familiar with their updated guidance documents. We also continue to have strong relationships with the personnel administering the state programs. In addition, we bring experience from other state programs and will apply lessons learned and best practices from our previous experiences. Our approach to asset management is collaborative and customized to each utility. This approach fosters a deeper understanding and ownership of the program ensuring long-term success.

Consistent with the requirements of the NHDES Clean Water State Revolving Fund loan program and the services requested, the following is our proposed task list to develop an asset management program for the Town's stormwater system.

The project will include the following tasks:

- 1) Project Management and Quality Control
- 2) Asset Inventory Analysis
- 3) Level of Service Definition
- 4) Prioritization/Risk Assessment
- 5) Life Cycle Cost Analysis/Asset Valuation
- 6) Funding Strategy
- 7) Implementation Plan
- 8) Communications Plan

Project Experience

New York State (NYS) Environmental Facilities Corporation, Program-Wide Asset Management Plan, Statewide, NY

Kimley-Horn is assisting multiple towns and municipalities in New York with the development and implementation of an asset management plan for wastewater infrastructure. This includes establishing thorough asset inventories and condition assessments, integrating attributes into GIS systems, establishing

service levels, present worth and remaining useful life values, determining consequences of failure, risk prioritization criteria, and preparing long-range capital plans and funding strategies. During the development of these programs, we work with the communities and their stakeholders with outreach, education, and training. These efforts include the City of Newburgh, Suffolk County, and the Towns of East Greenbush* and Ulster*.



Stormwater and Wastewater Asset Management Plan, Keene, NH*

Worked with City of Keene Engineer, Donald Lussier and NHDES Sanitary and Stormwater Asset Management Coordinators, Sharon Nall and Deborah Loiselle, in the development of asset management plans for the city's stormwater and wastewater collection systems. Services include enhancement of existing asset inventories, development of levels of service, development and implementation of risk assessment criteria, performing life cycle cost analysis, development of a funding strategy, and preparation of implementation/communication plans.

Water Authority of North Shore, Consulting Engineer for Asset Management, Sea Cliff, NY
Kimley-Horn provided engineering support in collaboration with the Authority's appraiser to assess the North Shore/Sea Cliff water system. In support of this effort, Kimley-Horn performed a combination of desktop and onsite assessments to evaluate the condition of and future capital needs for the Sea Cliff Elevated Storage Tank and Water Treatment Facility, Glen Head Storage Tank, and Water Filtration Plant, 350,000 linear feet (LF) of distribution and

transmission piping, 500 main line valves, and more than 300 fire hydrants.

Facilities Asset Management Planning and Program Development, Hampton, VA

Kimley-Horn was contracted in 2021 to perform a full assessment of the city's current asset management program, including evaluating the processes related to asset condition/risk, levels of service, capital programming, management of operations and maintenance, and continuous improvement. The assets included buildings, roads, pipes, and acres of outdoor parks as well as indoor recreational facilities. Following the maturity assessment, Kimley-Horn held a series of workshops to identify action items for asset management process improvement and developed an implementation roadmap.

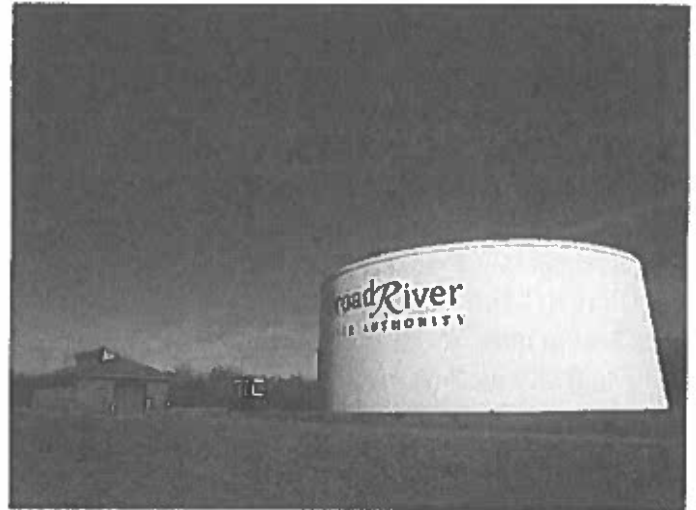
Stormwater Criticality Assessment, Virginia Beach, VA



Kimley-Horn assisted Virginia Beach in evaluating the environmental impacts on select facilities owned by the city and identifying potential mitigation and adaptation strategies to protect them. The facilities included the city's reverse osmosis water treatment plant, east water reclamation facility, five major lift stations, and several administration buildings. The goal of the analysis was to identify vulnerabilities using various planning models to identify adaptation

measures and/or strategies to protect the facilities. Kimley-Horn evaluated different planning horizons for the selected assets, developed a geodatabase, and generated inundation extents for each of the scenarios. The results were incorporated within an asset threat matrix that contained an inventory of key assets or components and identified the vulnerability of those assets. Adaptation interventions were devised and included a combining of short-term and long-term solutions. Preliminary costs were determined at each location and summarized in a timeline based on the sequencing of the interventions.

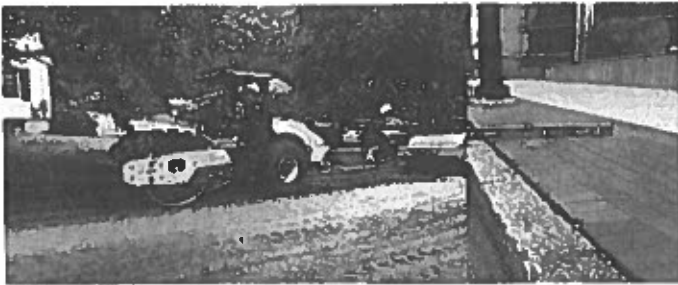
Broad River Water Authority (BRWA), Asset Management Needs Assessment and Gap Analysis, Spindale, NC



Kimley-Horn was contracted to perform asset management with the BRWA. We provided an on-site review of the current data, software, and asset management procedures currently in use at BRWA to understand gaps that might hinder the creation of a comprehensive asset management plan. This included evaluating the data for completeness and reviewing existing information on asset condition and work order/maintenance history. After completing the assessment, Kimley-Horn worked with BRWA to understand their top priorities for an asset management software program. The priorities included function, cost, supporting software, overall technical platform, and hardware requirements. Based

on these discussions, we compiled a report to outline data gap areas and identify new hardware, software, data, and/or procedures that may be needed in the future to enhance BRWA's system. Our report included a matrix of software vendors that could meet BRWA's asset management program needs.

Pavement and Sidewalk Condition Assessment and Asset Management Program, Manchester, NH



Kimley-Horn implemented a pavement management and roadway asset management program for the city's 420 centerline-mile roadway network. Included in the study were inventories and condition assessments for 250 miles of sidewalks as well as curb ramps. The effort included development of a pavement management program/software tool (Kimley-Horn's DRIVE™) to manage and assess pavement data and develop projects for the annual resurfacing program. The tool was used to track pavement treatment types, unit costs, and impacts to on pavement life; apply treatments to pavement sections based on need and priority; and allow the city to integrate multiple priorities while developing its final roadway resurfacing program including utility conflicts, master plans, and sidewalk condition. Kimley-Horn used the RoadBotics data collection platform that uses a vehicle-mounted camera system to collect data and Artificial Intelligence (AI) to process the data. The method also provided detailed distress indices that covered alligator cracking, surface distress, potholes, and other surface distresses. In reviewing the data, Kimley-Horn developed a short-list of candidate roads for resurfacing over the next five years and completed an American Society for Testing and Materials (ASTM) pavement condition index assessment of these roads to enable more accurate

assignment of rehabilitation treatments and costs to the program. This asset management project began in 2020 with the RoadBotics AI collection, and the city has retained Kimley-Horn's services for continued work on this program and is still ongoing in 2024. During this time, Kimley-Horn has provided staff augmentation support for the Department of Public Works to manage the roadway program in a City Engineer role. Kimley-Horn also has performed a second AI-based collection of roadway conditions in late 2023.

**Indicates project a team member completed prior to joining Kimley-Horn*

Staff Qualifications

The Kimley-Horn team will be led by project manager, **Ted Nitza, PE**, who will be fully engaged in all aspects of the project and will facilitate all project workshops. Ted will be supported by **Timothy Chou, PE, PMP**, and **Chris Jacques, PE**, who will lead the evaluation and data analysis components. **Matt Manchisi, PE, PMP**, will act as the quality manager, ensuring deliverables meet our high standards.

Asset management is all about the efficient use of resources. Through the careful and deliberate selection of our project team, we offer a core group that will be deeply knowledgeable of the program development status throughout the project duration and that can call upon more than 8,400 partners for additional support as needed.



Ted Nitza, PE
Project Manager

- Master of Business Administration, Indiana University, 2010
- Bachelor of Engineering, Civil Engineering, Purdue University, 1994
- Professional Engineer in NY and IN

Ted has more than 30 years of civil and environmental engineering experience in drinking water, sanitary sewer, stormwater, and other utility related industries. Ted has helped many clients, communities, and utilities succeed through direct engineering and asset management planning efforts as well as through innovation and the development of new management tools, market perspectives, cooperative relationships, and approaches to customer satisfaction, utility partnerships, and better stewardship.

Relevant Experience

- *Asset Management Plan Development for Sanitary Sewer Systems of East Greenbush, Ulster, NY**
- *Utility Inventory, Condition Assessment, Valuation, and Feasibility Studies for Acquisition of American Water/Liberty Utilities, NY**

- *Sanitary Sewer Consolidation Study, Ontario County, NY**

**Indicates project completed prior to joining Kimley-Horn*



Matt Manchisi, PE, PMP
Quality Manager

- Master of Science, Environmental Management, John Hopkins University, 2009
- Bachelor of Engineering, Civil Engineering, The Cooper Union for Advancement of Science and Art, 2005
- Professional Engineer in NH, NY, NJ, CT, MA, PA, and VA
- Project Management Professional (PMP)

Matt brings 20 years of experience in areas including strategic planning, developing comprehensive asset management programs, and optimizing capital and operating expenses for utilities. Matt is a utility management professional with a strong technical foundation and a passion for process improvement. He has a strong track record of leading diverse, geographically distributed teams for municipal and industrial clients across all phases of the project lifecycle.

Relevant Experience

- *NYS Environmental Facilities Corporation, Municipal Sewage System Asset Management Program, Statewide, NY*
- *Stormwater and Wastewater Asset Management Plan, Keene, NH**
- *Facilities Asset Management Planning and Program Development, Hampton, VA*
- *Schertz-Seguín Local Government Corporation, CMMS Solution Support, Seguin, TX*

**Indicates project completed prior to joining Kimley-Horn*



Timothy Chou, PE, PMP
Project Engineer

- Master of Engineering, Water Resource Management, Stevens Institute of Technology, 2018
- Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 2011
- Professional Engineer in NJ
- PMP

Timothy is a water utility professional with hands-on, in-depth engineering and operational experience in the water utility industry in asset management, pipe prioritization, risk-based analysis, GIS, hydraulic modeling, master planning, and forecasting. He has worked with the private water utility, SUEZ, on a variety of infrastructure planning projects including pipe failure prediction modeling, GIS dashboard development, and asset management plan development.

Relevant Experience

- *Wastewater Asset Management Plan Development, Newburgh, NY*
- *Facilities Asset Management Planning and Program Development, Hampton, VA*
- *Schertz-Seguin Local Government Corporation, CMMS Solution Support, Seguin, TX*



Chris Jacques, PE
Asset Inventory Specialist

- Master of Science, Civil Engineering, University of New Hampshire, 2016
- Bachelor of Science, Civil Engineering, University of New Hampshire, 2014
- Professional Engineer in MA

Chris is a civil engineer who provides asset management experience and advanced data analysis skills. He has substantial experience in updating work history and developing system network definition maps using a variety of CADD software programs and can integrate this data with GIS for spatial reference and navigating using field tablet PCs. Chris has recently worked on asset management programs and condition assessments for several agencies and corporations, including Kimco Realty Corporation, MA and NH; the City of Manchester, NH; Rhode Island Airport Corporation, RI; and several others.

Relevant Experience

- *Pavement and Sidewalk Conditions Assessment and Asset Management Program, Manchester, NH*
- *Massachusetts Port Authority, Airport Pavement Management Program, MA*
- *Pavement Management Program and Lots Condition Assessment, Sudbury, MA*

References

Kimley-Horn has a proven track record of success in working with municipal clients on asset management programs. We take pride in our ability to deliver groundbreaking solutions that meet our client's needs, and we welcome you to reach out to any of our references to learn more about our experience.

Client: NHDES

Contact Information: Deborah Loiselle | Stormwater Coordinator | deborah.loiselle@des.nh.gov | 603.271.1352

Services Provided: Enhancement of existing asset inventories, development of levels of service, development and implementation of risk assessment criteria, performing life cycle cost analysis, development of a funding strategy, and preparation of implementation/communication plans.

Timeline: 2016 -- 2018

Staff Involved: Matt Manchisi, PE, PMP

Client: City of Manchester, New Hampshire

Contact Information: Owen Friend-Gray | Deputy Department of Public Works Director | ofriend@manchesternh.gov | 603.624.6444

Services Provided: Asset management program development, condition assessment, master plan development, manual assessment, capital improvement plan recommendations, ADA improvements.

Timeline: July 2020 – Ongoing

Staff Involved: Chris Jacques, PE

Client: New York State (NYS) Environmental Facilities Corporation, New York

Contact Information: Danyel J. King, PE | Division of Water Engineer | danyel.king@dec.ny.gov | 518.402.8257

Services Provided: Complete asset management plan development, GIS data clean up and analysis, asset inventory development, asset hierarchy development, level of service goals development, business process requirements evaluation, LOF/COF and risk analysis, rates analysis, capital improvement plan development.

Timeline: February 2023 – Ongoing

Staff Involved: Ted Nitza, PE, Matt Manchisi, PE, PMP, Timothy Chou, PE, PMP

Client: Water Authority of North Shore, New York

Contact Information: George Pombar | Glen Head Member | george.pombar@wanorthshorenyny.gov

Services Provided: Asset inventory development and management, asset hierarchy development, business process requirements development.

Timeline: May 2024 – Ongoing

Staff Involved: Matt Manchisi, PE, PMP, Tim Chou, PE, PMP

Client: City of Hampton, Virginia

Contact Information: Barry Dobbins | Operations Manager | bdobbins@hampton.gov | 757.726.2944

Services Provided: Asset management planning and program development, gap analysis, condition assessment, risk analysis, levels of service development, business process requirements developments, operations and maintenance process evaluation, maturity assessment, road map development.

Timeline: June 2021 – Ongoing

Staff Involved: Matt Manchisi, PE, PMP, Timothy Chou, PE, PMP

Client: Schertz-Seguin Local Government Corporation (SSLGC), Texas

Contact Information: Andrew McBride | General Manager | amcbride@seguintexas.gov | 830.386.2567

Services Provided: Gap analysis, asset inventory development, asset hierarchy development, business process requirements development, CMMS vendor evaluation, selection and implementation, GIS data clean up and analysis.

Timeline: November 2021 – January 2023

Staff Involved: Matt Manchisi, PE, PMP, Timothy Chou, PE, PMP



Engineers | Scientists | Planners | Designers

2 Bedford Farms Drive, Suite 200, Bedford, New Hampshire 03110
P 603.391.3900 F 603.518.7495 www.vhb.com

DRAFT Client Authorization

New Contract

Date: December 5, 2024

Amendment No.

Project No. 87335.24

Project Name: Stormwater Asset Management Plan

To: Elvis Dhima, P.E.
Town of Hudson
12 School Street
Hudson, NH 03051

Email: edhima@hudsonnh.gov

Phone No: 603-886-6008

Estimated Date of Completion: December 2026

Cost Estimate

	Amendment	Contract Total
Labor		\$30,000
Expenses		Included
TOTAL		\$30,000

- Lump Sum
- Cost + Fixed Fee
- Time & Expenses
- Labor Multiplier

PROJECT BACKGROUND

As requested by the Town of Hudson (Town), VHB has provided the following scope of work to develop a Stormwater Asset Management Plan (AMP) for the Hudson Engineering Department. The Town has received notice of award for a Clean Water State Revolving Loan Fund (CWSRF) grant award in the amount of \$30,000 from the New Hampshire Department of Environmental Services (NHDES) to develop this AMP.

SCOPE OF WORK

VHB will assist the Town of Hudson with development of a Stormwater Asset Management Plan (AMP) of the Town’s owned stormwater asset infrastructure. The NHDES grant manager will be invited to participate in meetings and events as required.

1.0 STAKEHOLDER ENGAGEMENT & VISION

Together with the Hudson Engineering and Public Works Departments, VHB will identify organizations or individuals in Hudson’s municipal government and members of the public who will serve as key stakeholders through the process of developing the stormwater AMP. Once identified, VHB will schedule and host a virtual project kickoff meeting, expected to include the Town, stakeholders, and NHDES. During this meeting, VHB will facilitate a discussion to develop the project’s vision statement to identify and communicate the purpose and goals of the AMP specific to Hudson. The vision statement will be included in the final AMP report developed during this project.

Meetings: One virtual kickoff meeting.

Deliverables: Kickoff meeting notes and project vision statement.

2.0 ASSET INVENTORY

Together with the Town Engineering Department, VHB will develop an asset inventory of the Town’s publicly owned stormwater assets using ArcGIS software. VHB will rely on data held and maintained by the Town’s third party consultant CDM Smith to share the most up to date GIS data of the Town’s stormwater assets. VHB has historically worked with these data on other projects to support the Town’s compliance with the Environmental Protection Agency’s (EPA) Municipal Separate Storm Sewer System (MS4) General Permit in New Hampshire, and has developed unique versions of this GIS database to support MS4 compliance. VHB will integrate the most up to date GIS stormwater inventory data from CDM Smith with VHB’s version of the database. With input from the Town Engineering and Public Works Departments, VHB will identify and

confirm which stormwater assets are owned by the Town as opposed to other public agencies or private property owners. Stormwater assets are expected to include but are not limited to: pipes, manholes, catch basins, swales, ditches, culverts, and structural best management practices (BMPs).

Meetings: One virtual meeting with Hudson Engineering and Public Works staff.

Deliverables: Stormwater asset database in ArcGIS format.

3.0 LEVEL OF SERVICE WORKSHOP

VHB will plan and schedule an in-person workshop to define and develop a Level of Service (LOS) matrix. The workshop will include project stakeholders identified in Task 1 and at a minimum will include Town staff, NHDES, and members of the community. VHB will facilitate discussions during this workshop to identify specific LOS goals to guide implementation of the stormwater AMP. Goals will include objectives and metrics by which to measure progress, and a timeline for achieving stated goals. VHB anticipates the LOS matrix will allow for tracking future progress. After the workshop, VHB will develop a draft LOS matrix to be included in the draft stormwater AMP to be reviewed by stakeholders. Time for integrating stakeholder comments and finalizing the LOS matrix is included in Task 7.

Meetings: One in-person workshop to be held in Hudson.

Deliverables: One draft Level of Service matrix. Final matrix is included in Task 7 below.

4.0 ASSET PRIORITIZATION

VHB will develop a methodology and criticality matrix to prioritize stormwater asset infrastructure for maintenance, repair, or replacement. The matrix will include measures to assess each asset's probability and consequences of failure to determine a relative criticality score. Together with Town staff, VHB will identify key data sources to support these measures, including identification of future data needs. Along with future data needs, VHB will develop a checklist and procedure for updating the asset prioritization by Town staff when implementing the AMP. VHB will develop a narrative summary of prioritization methodology and a graphical matrix of asset criticality. Using the criticality matrix, VHB will perform a GIS analysis to prioritize the Town's stormwater assets. Results of the analysis will be included in the AMP developed under Task 7.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Graphic criticality matrix and narrative methodology.

5.0 LIFE CYCLE COST ANALYSIS

Using the best available cost estimate information from the Town, VHB, NHDES, and the New Hampshire Department of Transportation (NHDT), VHB will perform a life cycle cost analysis of the Town's critical stormwater infrastructure. This analysis will use best available industry standards to assume the useful life of stormwater assets based on asset type and material. Based on the assumed useful life and replacement cost, VHB will perform an analysis to estimate capital and replacement costs for the Town's stormwater infrastructure. Based on useful life estimates, historic Town cost data, and VHB's understanding of ongoing MS4 compliance requirements, VHB will also estimate the annual stormwater maintenance costs.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Spreadsheet matrix of life cycle cost analysis results.

6.0 FUNDING STRATEGY

Using historic cost data provided by the Town and the life cycle cost analysis performed by VHB under the previous task, VHB will develop a narrative funding strategy for stormwater asset maintenance and replacement. The strategy will estimate future Town revenue requirements over the next five years for infrastructure maintenance, capital investment needs, and estimated salaries for Town staff positions critical to developing and maintaining stormwater assets. Based on these estimates, the funding strategy will identify potential funding sources, including grants, loans, or local municipal revenues. The revenue requirements and funding sources will be included as a narrative description within the AMP developed under Task 7.

Meetings: Regular virtual meetings with key Town staff.

Deliverables: Narrative funding strategy included in the AMP under Task 7.

7.0 STORMWATER ASSET MANAGEMENT PLAN

VHB will incorporate deliverables from previous Tasks into a complete Stormwater Asset Management Plan (AMP). The AMP will be the implementation plan for stormwater asset management for the Town. The AMP will include a narrative description outlining how the Town will use and maintain the AMP for stormwater operations, maintenance, and future capital planning efforts, as well as identification of key Town staff roles and responsibilities for implementing and updating the plan. The AMP will integrate the discussions and deliverables from Tasks 1 through 6 of this scope of work into one comprehensive plan. VHB will develop a draft plan and submit for review by the Town, NHDES, and stakeholders at least 60 days prior to the planned final presentation (Task 10). VHB anticipates addressing one round of comments and delivering a final stormwater AMP to the Town in PDF format.

Meetings: One virtual meeting with stakeholders to review draft plan comments.

Deliverables: One draft and one final Stormwater Asset Management Plan.

8.0 COMMUNICATIONS PLAN

VHB will prepare a brief communications plan memorandum to describe how the Town intends to inform the public and identified stakeholders about the AMP and its capabilities. The plan will identify the most effective methods of communicating with each stakeholder group, including a schedule and frequency for ongoing Town communications with stakeholders.

Meetings: None anticipated.

Deliverables: One communications plan memorandum.

9.0 STAFF TRAINING

Once the AMP is finalized, VHB will provide an in-person training workshop for Town staff to describe the contents of the AMP and train appropriate staff in their roles and responsibilities under the plan. The training is expected to include a PowerPoint presentation and will be hosted by the Town.

Meetings: On in-person training in Hudson.

Deliverables: One PowerPoint presentation and printed handouts.

10.0 FINAL PRESENTATION

Together with the Town, VHB will provide a final presentation at an in-person meeting open to the public to describe the AMP, key features, and the Town's implementation roles and responsibilities. VHB assumes the Town will publicize and host this meeting at a Town facility. VHB will prepare one draft PowerPoint presentation for review by the Town. VHB will incorporate one round of comments from the Town and submit the final presentation to the Town and NHDES at least one week prior to the scheduled meeting date.

Meetings: One in-person final meeting in Hudson.

Deliverables: Final meeting PowerPoint presentation.

11.0 EQUIPMENT PURCHASES

On behalf of the Town of Hudson Engineering Department, VHB will purchase five (5) Apple iPads and cases for the Town's use, which will become property of the Town. The price estimates for this equipment is accurate as of the date of this scope of work. VHB is not liable for fluctuations in equipment prices. If equipment prices exceed the price quoted in this scope of work, VHB will contact the Town for guidance prior to purchasing. Equipment will be ordered online and shipped directly to the Town Engineering Department.



RIGHT TO RELY

VHB shall be entitled to rely upon the accuracy, completeness, and timeliness of information furnished by the Client, as well as other members of the Project Team, in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other members of the Project Team.

SCHEDULE

VHB anticipates performing this scope of work beginning on or around April 2025. VHB understands the Town's grant agreement with NHDES allows up to two years to complete the project. VHB will complete the projects and provide deliverables to the Town by December 2026.

COMPENSATION

VHB will perform this scope of services on a lump sum basis with an estimated fee not to exceed \$30,000. VHB will bill by percent complete and submit monthly invoices to the Town. In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: equipment purchases, printing and reprographics, travel and subsistence, shipping, postage, etc. Actual expenses will depend on applicable expenditures during performance of the work.

Task	Task Description	Fee
1	Stakeholder Engagement & Vision	\$1,100
2	Asset Inventory	\$4,800
3	Level of Service Workshop	\$1,100
4	Asset Prioritization	\$4,200
5	Life Cycle Cost Analysis	\$1,900
6	Funding Strategy	\$1,000
7	Asset Management Plan	\$3,200
8	Communications Plan	\$1,100
9	Staff Training	\$1,000
10	Final Presentation	\$1,100
11	Equipment Purchases	\$300
Labor Subtotal		\$20,800
Expenses (Mileage, Printing, Equipment)		\$9,200
Total		\$30,000



Prepared by: Garrison Beck

Document Approval: _____

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated _____

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Agenda 10J
12-10-24

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Scott J. Tice
Chief of Department

TO: Bob Guessferd
Chairman, Board of Selectmen

RECEIVED

FR: Scott Tice
Fire Chief *ST*

DEC 05 2024

TOWN OF HUDSON
SELECTMENS OFFICE

DT: December 5, 2024

RE: December 10, 2024 BOS Public Agenda: Occupational Physicals & Screenings Bid Award

Please place the following item on the above-indicated agenda from the Fire Department:

The Hudson Fire Department has been working on a formal bidding process for our Occupational Physicals and Screenings Program as part of our Assistance to Firefighters Grant Award. At the November 12, 2024 BOS meeting, the Board authorized the re-solicitation of the request for proposal (RFP) as the sole bid that was received on the initial solicitation was over budget and missing some of the items specified within the RFP.

In accordance with the Town of Hudson purchasing policies the following steps were completed;

1. Advertisement of the Request for Proposal (RFP)
 - a. Posted on the Town of Hudson Website
 - b. Posted in the Union Leader
 - c. Emailed direct solicitations to vendors
2. Solicitations of vendors
 - a. SiteMed North America, Inc
 - b. LifeScan Wellness Centers
 - c. 20/20 GeneSystems, Inc.
 - d. Professional Health Services, Inc.
 - e. Harvard Medical School
3. Formal Bid Opening
 - a. A formal bid opening was conducted by Town Clerk Michelle Brewster on Monday, December 2, 2024. Upon the bid opening one bid was received;
 - i. LifeScan Wellness Centers
 - b. No other bids were received

After reviewing the bid, LifeScan meets the specifications as set forth in the RFP and is within budget. AFG funding for this portion of the program totals \$94,896.00 with \$86,269.09 federally funded and \$8,626.91 funded within our operational budget.

Should the Board concur with my recommendation, the following motions would be appropriate:

Motion #1:

"To award the two year contract for Occupational Physicals and Screenings to LifeScan Wellness Centers not to exceed \$94,896.00" as recommended by the Fire Chief.

Motion #2:

"To authorize the Fire Chief to sign any proposals/contracts between the Town of Hudson and LifeScan Wellness Centers" as recommended by the Fire Chief.

Office of Town Clerk

RFP - Fire Department Occupational Physicals & Screenings

Monday, December 2, 2024

Name and Address	Date Received	Amount
Life Scan - Wellness Centers	12/2/2024	Physical -Per Year
1011 North MacDill Ave.	@9:47am	2024 - \$728
Tampa FL 33607		2025 - \$786
		2026 - \$824
Respectfully Submitted: Michelle Brewster	<i>Michelle Brewster</i>	Town Clerk
CC: Selectmen's Office		
Steve Malizia		
Deputy Fire Chief Francis Enos		
Finance		



TOWN OF HUDSON

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6024 · Fax: 603-598-6481



Request for Proposal/Bid Checklist

Department: Fire

Project Name: Occupational Physicals with Screenings

Date: 12/2/2024

Budget: Grant funded up to \$94,896.00

Was This Project Advertised? Yes^x No

Where? Town of Hudson NH Website and RFP subscriber list, Union Leader 11/15/2024 Edition

Was it delivered to four vendors/contractors? Yes^x No

If No, reason why: N/A

If Yes, list of vendors/contractors delivered to:

- 1.) SiteMed North America, Inc
- 2.) LifeScan Wellness Centers
- 3.) 20/20 GeneSystems, Inc.
- 4.) Professional Health Services, Inc. 5.) Harvard Medical School

Selected Contractor/Vendor: LifeScan Wellness Centers

Award Amount: Not to exceed \$94,896.00

Weissgarber, Lorrie

From: Jakoby, Heidi
Sent: Wednesday, December 4, 2024 10:47 PM
To: ~BoS
Cc: Malizia, Steve
Subject: Payroll Policy for the December 10th Agenda
Attachments: Town of Hudson Payroll Policy Document.docx

Selectman Roy and I would like to move this item forward onto our December 10th meeting agenda. As requested, a simple straightforward Payroll Policy. (DRAFT)

Town of Hudson Payroll Policy**Reporting Time Worked**

All hourly employees are required to complete weekly timesheets, which will be reviewed and signed by their department head.

It is important that your time be accurately reported so that you are compensated for all the hours that you work. No one is authorized to complete your time sheet on your behalf, and falsification of time records could lead to disciplinary action, up to and including immediate termination from employment.

If there are any changes needed to your weekly time sheet, then you must initial the change, indicating that you agree to the change and the accuracy of the change.

Your department head will provide you with details concerning your obligation to report all the time you have worked.

Work Week/Hours of Work

The Town's work week begins on Sunday at 12:00AM (midnight) and ends on Saturday at 11:59PM. Because of the nature of our business, your work schedule may vary depending on your job and department. When hired, The Twon will inform you of your hours of work. The Town reserves the right to alter or amend any employee's work schedule at its own discretion and in accordance with the needs of the Town.

Thank you,
Heidi Jakoby
Selectman

DRAFT

RECEIVED

DEC 04 2024

TOWN OF HUDSON
SELECTMENS OFFICE

Town of Hudson Payroll Policy

Reporting Time Worked

All hourly employees are required to complete weekly timesheets, which will be reviewed and signed by their department head.

It is important that your time be accurately reported so that you are compensated for all the hours that you work.

No one is authorized to complete your time sheet on your behalf, and falsification of time records could lead to disciplinary action, up to and including immediate termination from employment.

If there are any changes needed to your weekly time sheet, then you must initial the change, indicating that you agree to the change and the accuracy of the change.

Your department head will provide you with details concerning your obligation to report all the time you have worked.

Work Week/Hours of Work

The Town's work week begins on Sunday at 12:00AM (midnight) and ends on Saturday at 11:59PM. Because of the nature of our business, your work schedule may vary depending on your job and department. When hired, The Twon will inform you of your hours of work. The Town reserves the right to alter or amend any employee's work schedule at its own discretion and in accordance with the needs of the Town.