

AGENDA Town of Hooksett Town Council Wednesday, April 12, 2023 at 5:30 PM

A meeting of the Town Council will be held Wednesday, April 12, 2023 in the Hooksett Municipal Building commencing at **5:30 PM.**

Page

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- 1. CALL TO ORDER
- 2. PROOF OF POSTING
- 3. ROLL CALL
- 4. PUBLIC SESSION WILL BEGIN IMMEDIATELY FOLLOWING THE NON-PUBLIC SESSION NOTED ABOVE
- 5. NON-PUBLIC SESSION NH RSA 91-A:3 II
- 6. PLEDGE OF ALLEGIANCE
- 7. AGENDA OVERVIEW
- 8. PUBLIC HEARINGS
 - 8.1. Public Hearing to accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II (see new business item)
 Staff Report SR-23-054 Pdf

9. SPECIAL RECOGNITION

9.1. Hooksett Municipal Employee - New Hire

10. PUBLIC INPUT - 15 MINUTES

11. SCHEDULED APPOINTMENTS

- 11.2. Annual Update from the Recycle & Transfer Advisory Committee Ray
 9 Bonney, Chair
 Staff Report SR-23-044 Pdf
 11.1 Approval of Economent/ Bight of Way corresp Map 1, Let 12 for Dhose W(of 11, 17)
- 11.1. Approval of Easement/ Right of Way across Map 1, Lot 13 for Phase IV of
 11 17

 Riverwalk Trail
 Staff Report SR-23-053 Pdf
- 11.3. March Election Update from Karina Towne and Todd Lizotte

12. CONSENT AGENDA

- 12.1. \$2,000 check from HealthTrust to the Town of Hooksett for the 2023 town-wide 19 21 wellness program(s) per RSA 31:95-b, III (b). <u>Staff Report - SR-23-038 - Pdf</u>
- 12.2.
 Donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer
 23

 Appreciation Dinner per RSA 31:95-b III (b) and RSA 31:95-e II
 23

 Staff Report SR-23-056 Pdf
 23

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

13. NOMINATIONS AND APPOINTMENTS

14. BRIEF RECESS

15. OLD BUSINESS

16.

17.

18. 19.

20. 21. 22. 23. 24.

15.1.	2023 MS-232 Report of Appropriations Actually Voted totaling \$25,110,820.00. <u>Staff Report - SR-23-041 - Pdf</u>	25 - 30
NEW	BUSINESS	
16.1.	Budget Transfer #2023-03 in the amount of \$12,732.00 and #2023-04 in the amount of \$19,358.00 from Fire-Rescue's budget to the Administration budget. <u>Staff Report - SR-23-042 - Pdf</u>	31 - 36
16.2.	Accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II. Staff Report - SR-23-055 - Pdf	37 - 38
16.3.	Donati Park Pedestrian Bridge Project - Award to the Lewco Company of Springfield, VT for \$29,025.00. Staff Report - SR-23-050 - Pdf	39 - 48
16.4.	Sherwood Drive Pipe Lining - Award to the Vortex Company of Livermore, Maine for \$19,790.00. <u>Staff Report - SR-23-052 - Pdf</u>	49 - 53
16.5.	Roadway Crack Sealing Bid Acceptance <u>Staff Report - SR-23-048 - Pdf</u>	55 - 93
16.6.	Proposed Amendment to Roadway Excavation Ordinance # 00-13 <u>Staff Report - SR-23-049 - Pdf</u>	95 - 97
16.7.	Town Council Attendance <u>Staff Report - SR-23-047 - Pdf</u>	99
APPR	OVAL OF MINUTES	
17.1.	Public: 3/22/23	101 - 107
	TC Minutes 03222023	
17.2.	Non-Public: 3/22/23	
	N ADMINISTRATOR'S REPORT	
	RMATIONAL ITEMS AND CORRESPONDENCE	
	COMMITTEE REPORTS IC INPUT	
	PUBLIC SESSION NH RSA 91-A:3 II	
-	URNMENT	
	-	

PUBLIC INPUT

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

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



To:Town CouncilTitle:Public Hearing to accept the donation of the Donati Park Pedestrian Bridge
structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire
per RSA 31:95 e, II (see new business item)Meeting:Town Council - 12 Apr 2023Department:Community DevelopmentStaff Contact:Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Macy's Industries will be constructing a steel truss pedestrian bridge to replace the existing bridge and place the new bridge into position onto foundations constructed by the Town through a private contractor. See new business item for attachments.

FINANCIAL IMPACT:

None, although the existing bridge would have had to be replaced at some point in the future at significant expense to the Town.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Open Public Hearing per RSA 31:95 e, II., listen to public comments. Close Public Hearing and see New Business item.

SUGGESTED MOTION:

None. See New Business Item for approval.

TOWN ADMINISTRATOR'S RECOMMENDATION:

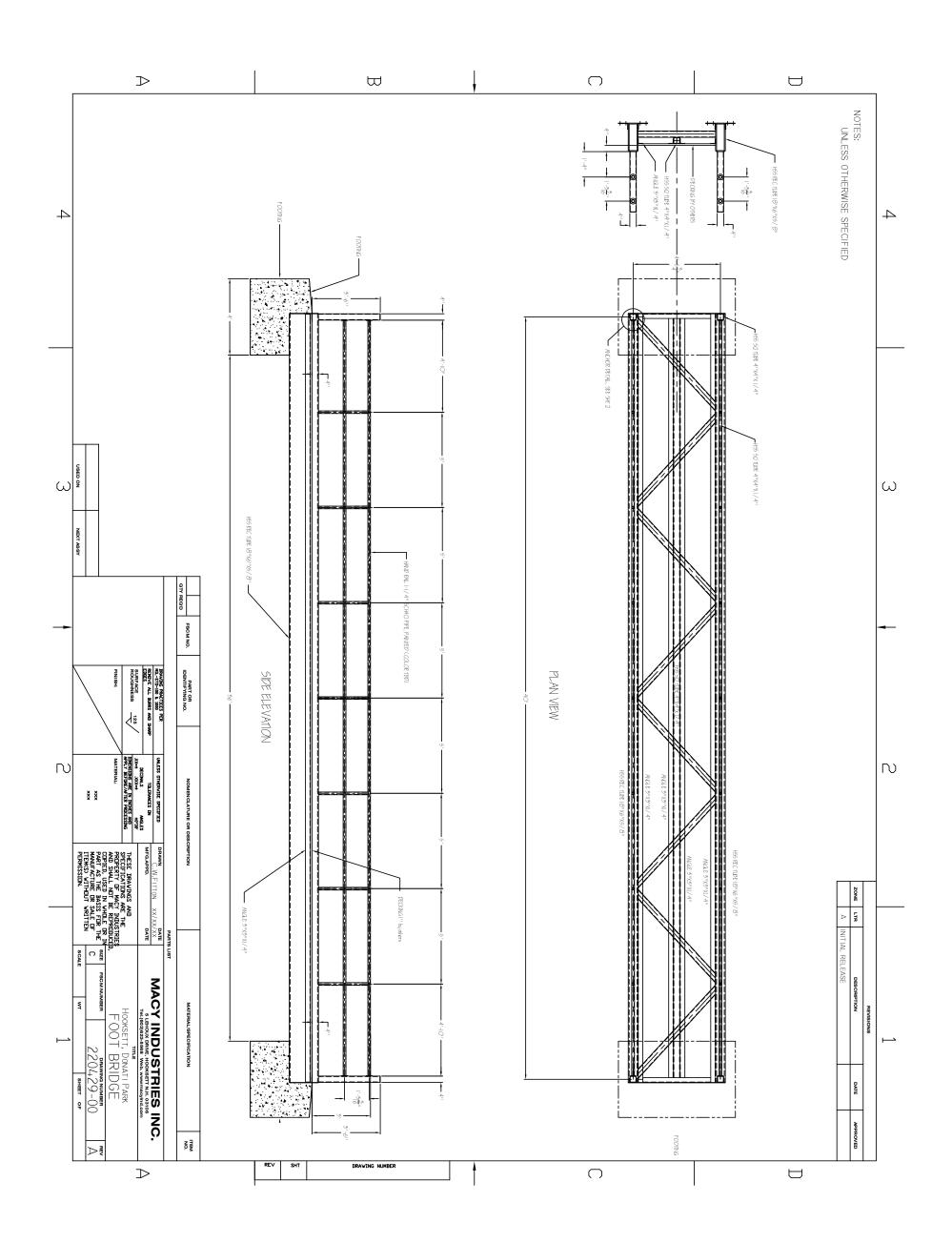
Listen to public input

ATTACHMENTS: Public Hearing Notice-Donati Bridge Donation

01 Donati Bridge - Macys Design 1 220429-00 FOOT BRIDGE SHT 1 OF 2

TOWN OF HOOKSETT PUBLIC HEARING NOTICE

The Hooksett Town Council will be holding a public hearing on Wednesday, April 12, 2023, at 6:00pm at the Hooksett Town Hall Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept the donation a the Donatio Park Pedestrian Bridge valued at \$100,000.00 from Macy's Industries of Hooksett NH per RSA 31:95-e, II. For documentation or questions contact the Town Engineer at (603) 419-4003 or bthomas@hooksett.org.





To:Town CouncilTitle:Annual Update from the Recycle & Transfer Advisory Committee - Ray Bonney,
ChairMeeting:Town Council - 12 Apr 2023Department:AdministrationStaff Contact:Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

Hooksett's Town Charter requires Town Boards and Committees to come before Town Council annually and report on their activity. Recycle & Transfer Advisory Committee have requested April 12th to formally brief the council on the Committee's efforts, answer questions, and promote coordination between the two bodies.

RECOMMENDATION:

Listen to an update from the Recycle & Transfer Advisory Committee

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То:	Hooksett Conservation Commission
Title:	Approval of Easement/ Right of Way across Map 1, Lot 13 for Phase IV of Riverwalk Trail
Meeting:	Town Council - 12 Apr 2023
Department:	Community Development
Staff Contact:	Bridgette Grotheer, Community Development Administrative Assistant

BACKGROUND INFORMATION:

In order to establish the connection to Allenstown, the Hooksett Riverwalk Trail runs through a lot owned by a private citizen, Dick Anagnost (Map 1, Lot 13). This individual has agreed to grant an easement through his property. The dimensions of the Right of Way is 66' x 220'. In order to finalize this agreement, it was necessary to survey the property, mark the boundaries, and draft a formal easement evidencing the agreement. It is this easement that is being discussed at Council meeting.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

SUGGESTED MOTION:

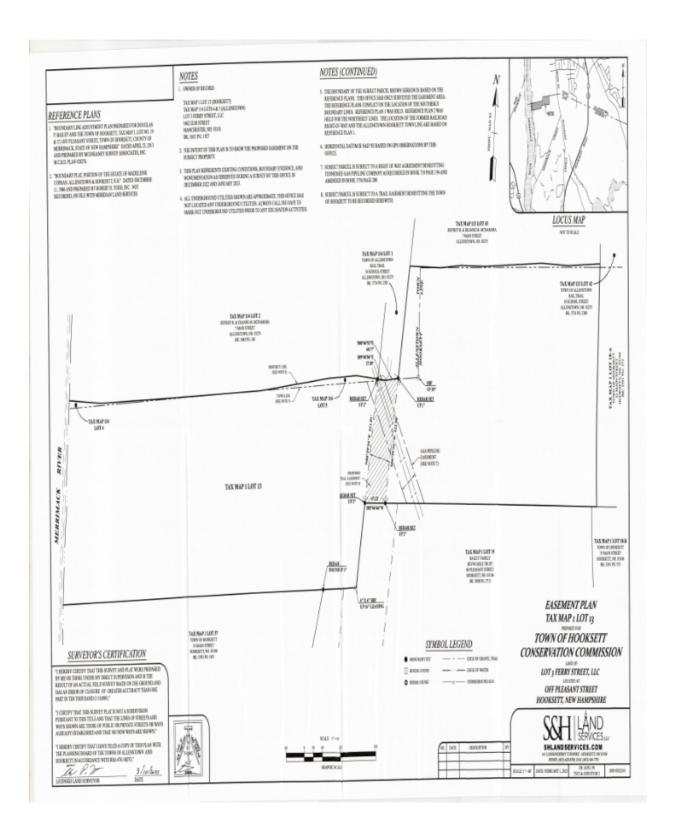
Motion to approve and accept the Easement/ROW across the property between the Town land and the Allenstown town line, Map 1 Lot 13, and authorize the Chair of the Conservation Commission to accept the Right of Way on behalf of the Town.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with the suggested motion.

ATTACHMENTS:

Easement Trail Map Dick Anagnost Approval Trail Easement - Final Language



Bridgette Grotheer

Subject:

RE: Hooksett Trails - Wetland Permit Application

From: Dick Anagnost <<u>Dick@Anagnost.com</u>>
Sent: Monday, February 20, 2023 2:29 PM
To: Tatem, Dan <<u>dan.tatem@stantec.com</u>>
Cc: Cindy Robertson <<u>cindyrob79@gmail.com</u>>; Steve Couture <<u>stevecouture4@gmail.com</u>>; jocarolg@gmail.com; Leach, Michael <<u>Michael.Leach@stantec.com</u>>; Fortin, Gerard
<<u>Gerard.Fortin@stantec.com</u>>; Nothnagle, Robert <<u>Robert.Nothnagle@stantec.com</u>>
Subject: RE: Hooksett Trails - Wetland Permit Application

Hello Dan,

Please accept this email as confirmation that I am in support of the proposed easement on my property.

And yes, I will be available for signature on the application.

Thanks Dick

From: Tatem, Dan <<u>dan.tatem@stantec.com</u>>
Sent: Friday, February 17, 2023 9:39 AM
To: Dick Anagnost <<u>Dick@Anagnost.com</u>>
Cc: Cindy Robertson <<u>cindyrob79@gmail.com</u>>; Steve Couture <<u>stevecouture4@gmail.com</u>>; jocarolg@gmail.com; Leach, Michael <<u>Michael.Leach@stantec.com</u>>; Fortin, Gerard
<<u>Gerard.Fortin@stantec.com</u>>; Nothnagle, Robert <<u>Robert.Nothnagle@stantec.com</u>>
Subject: FW: Hooksett Trails - Wetland Permit Application

Good morning Dick, Hope you have been well. It's been quite a while since we have worked together.

As you might know, we are assisting the Hooksett Con Com with the easement that you so graciously offered to them to allow the connection of the Hooksett trail system into Allenstown. Thank you so much for that!

As directed by the Commission, we have generated the two attached plans. One is a draft easement plan, the other is the construction plan, showing the reconstructed rail bed and buried culvert.

We are working on the deed that will accompany the easement plan, which will ultimately be signed and recorded.

We are on schedule to submit the wetland application next week; however, the easement will not be completed and recorded by then. So, would you be able to reply to this email with a supporting statement, confirming that you are in support of the proposed easement on your property?

In addition to that, we will need your signature on the NHDES wetland application (as the actual land owner). If we get that to you early next week, can you sign that and get a digital copy back to us?

Thanks again and please don't hesitate to reach out to me with any questions or clarifications you might need.

Dan Tatem

Senior Associate

Mobile: 603-218-9739 Office: 603-206-7539 Good mornign Dick<u>dan.tatem@stantec.com</u>

Stantec 5 Dartmouth Drive Suite 200 Auburn NH 03032-3984

I work from home several days a week, the best way to contact me is by cell or email.

The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

EASEMENT DEED

LOT 3 FERRY STREET, LLC, a limited liability company with a mailing address

of 1662 Elm Street, Manchester, NH 03101 ("Grantor"), for consideration paid, grants to

the TOWN OF HOOKSETT, a New Hampshire municipal corporation, acting by and

through its conservation commission, with a usual place of business at 35 Main Street,

Hooksett, New Hampshire 03106 ("Grantee"), with Quitclaim Covenants:

A certain trail easement, being shown on a plan titled "Easement Plan, Tax Map 1

Lot 13, Prepared for: Town of Hooksett Conservation Commission, Land of: Lot 3 Ferry

Street, LLC, Located at: Off Pleasant Street, Hooksett, New Hampshire" dated February

1, 2023 and prepared by S&H Land Services, LLC, recorded as Merrimack County

Registry of Deeds Plan #202300003249, and more particularly described as follows;

Beginning at a rebar set at land of the Bailey Family Revocable Trust, being the southwesterly corner of the easement, thence;

N06°39'26"E across the grantor's land a distance of 221.01' to a rebar set at land of Jeffrey R. & Deanne M. McNamara & land of the Town of Allenstown Rail Trail, thence;

S89°40'06"E by said Rail Trail land a distance of 27.09' to a point, thence; N80°04'53"E by said Rail Trail land a distance of 40.77' to a rebar set at land of the grantor, thence;

S06°39'26"W across the grantor's land a distance of 222.90' to a rebar set at land of said Bailey, thence;

S85°44'46"W by said Bailey land a distance of 67.22' to the point of beginning.

Meaning to convey a trail easement 66' in width across land of the grantor, containing 14,552 sq ft or 0.334 acres.

Said easement is for the purposes of constructing, maintaining, repairing, replacing and at the election of the Town of Hooksett paving the base and surface of the old B&M railroad right of way for a public pedestrian and non-motorized vehicular trail, including appropriate lighting and pedestrian amenities, and allowing and permitting motorized emergency, construction and disability-assisting vehicles.

This easement will run with the land and be binding upon the Grantor, its successors and assigns. The Grantor, its successors, and assigns, shall not alter, erect, or maintain any building or other improvements upon the above-described easement area, except as otherwise provided in this deed, or as Grantee may expressly consent in writing.

Meaning and intending to describe and convey and easement interest in property conveyed by deed of Emily L. Barrett, Trustee of the Emily L. Barrett Trust, dated May 23, 2019, recorded in the Merrimack County Registry of Deeds at Book 3631, Page 1927.

This conveyance is exempted from the real estate transfer tax by RSA 78-B:2, I.

Dated as of _____, 2023.

GRANTOR

LOT 3 FERRY STREET, LLC

By:_____

Title:_____ Duly Authorized

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

This instrument was acknowledged before me on _____, 2023, by

Justice of the Peace/Notary Public My Commission expires:

GRANTEE

TOWN OF HOOKSETT BY AND THROUGH ITS CONSERVATION COMMISSION

By: _____

Title: ______ Duly Authorized

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

This instrument was acknowledged before me on _____, 2023, by



To:Town CouncilTitle:\$2,000 check from HealthTrust to the Town of Hooksett for the 2023 town-wide
wellness program(s) per RSA 31:95-b, III (b).Meeting:Town Council - 12 Apr 2023Department:AdministrationStaff Contact:Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

HealthTrust provides healthcare coverage to New Hampshire public sector employees. The Town of Hooksett contracts with HealthTrust for the Town's medical (Anthem) and dental (Delta) coverage. As a HealthTrust member, they offer our Town a Wellness Coordinator Program. Four (4) Town employees are Wellness Coordinators for CY2023 (Donna Fitzpatrick, HR Coordinator, Francine Swafford, Police Executive Asst., Evelyn Horn, PW Executive Asst., and Chris Larochelle, Patron Services Librarian). These coordinators help to motivate our co-workers to make healthy choices, to incorporate a culture of health in their work environments and promote healthy programs.

HealthTrust has provided our Town a \$2,000.00 check (see attached) toward the implementation of our CY2023 townwide wellness program(s), based on Hooksett's completed 2022 Wellness Campaigns:

April-July 2022 "Go 2 for your Healthy Selfie"

To help keep exercise a priority, schedule it into your calendar like any other appointment or task. Scheduling is a straightforward way of converting an intention or activity into a long-lasting habit. 2% of each day; 30 minutes. **160 active employees & 25 retirees**

- 03/29/22 Kickoff: Posted program symbol sheets around town buildings to spark conversation "How Healthy is Your Selfie"
- 04/14/22 <u>Assembly</u> & 04/18/22 <u>Distribution</u> 04/22/22 Retiree <u>Mailing</u>: Active employees: sports bag with contents
 1) Go "2" for your Healthy Selfie brochure, 2) Earth Seed Paper Round, 3) trailmix or dried fruit, 4) water bottle, 5)
 Cooling Towel, 6) Library info. sheet on NH State Park passes "Live Free and Explore", 7) Recyclable trash bag
 for Earth Day Clean-Up and 8) Healthy Selfie Contest DetailsRetired employees: same as active except water
 bottle & cooling towel
- 04/22/22-07/31/22 <u>Healthy Selfie Contest</u> 341 pictures submitted (51 employees), giant "H" displayed photos at Town Hall main corridor visual to visitors (residents, co-workers, etc.) \$25.00 gift card (6) location entries for random raffle and \$50.00 gift card grand prize winners with most submission at (6) locations. "H" displayed at the other 5 locations in the month of August 2022

September 22, 2022 "Health Fair & Flu Clinic"

- Vendor tables HealthTrust (Anthem & Delta Dental), Life Resources, Aflac, Nationwide, New England Risk Management/Travelers, Triangle Credit Union, Davis & Towle, Convenient MD,
- Town Host table material on EAP, Slice of Life, and Biometric Screening. Healthy Search-a-word \$5.00 raffle prize and event attendance \$25.00 raffle prize.
- Nurse station 35 employee flu shots

On average, Americans spend more than one-third of their day, 5 days a week, at their workplace. Programs that promote healthy workplaces can improve the lives of workers and lower costs for employers. Chronic diseases and related lifestyle risk factors are one of the leading drivers of health care costs of employers. Impact of employee health issues may result in lost productivity, presenteeism, short-term disability, long-term disability, absenteeism and workers compensation.

The Town's Wellness Coordinators have completed the HealthTrust sponsored 2023 academy and will be coordinating program(s) throughout the year.

FINANCIAL IMPACT:

Administration Wellness Account #001-000.220.029.000 holds the HealthTrust Wellness Coordinator dollars. Wellness program costs come out of this account.

RECOMMENDATION:

Accept \$2,000 check from HealthTrust to the Town of Hooksett for the CY2023 town-wide wellness program(s) per RSA 31:95-b, III (b).

SUGGESTED MOTION:

Motion to accept \$2,000 check from HealthTrust to the Town of Hooksett for the CY2023 town-wide wellness program(s) per RSA 31:95-b, III (b).

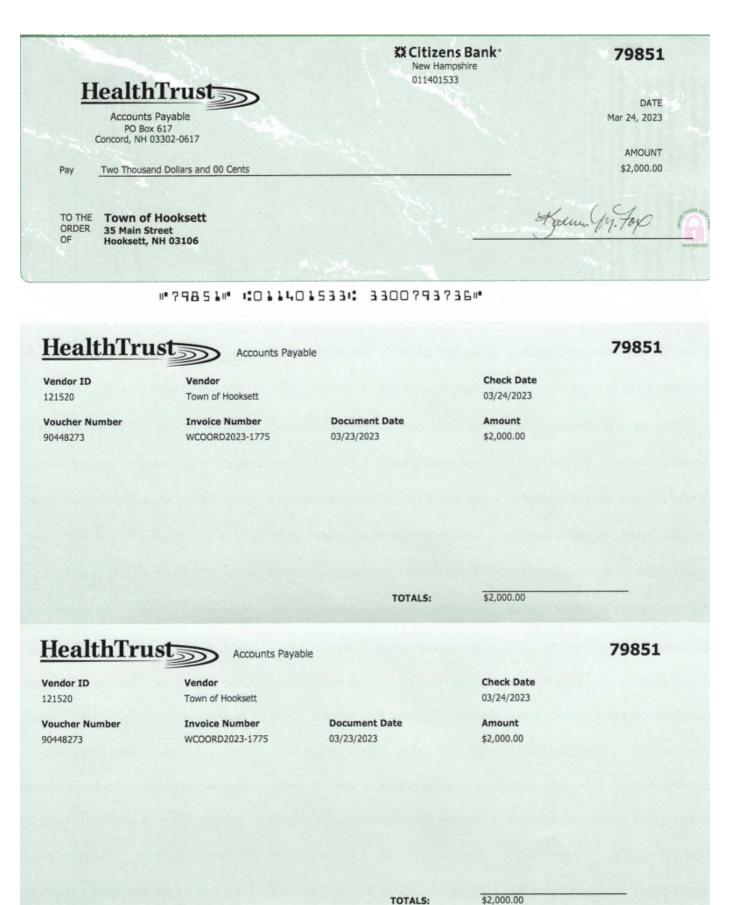
TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to accept \$2,000 check from HealthTrust to the Town of Hooksett for the CY2023 town-wide wellness program(s)

ATTACHMENTS:

HealthTrust Wellness Coordinator CY2023

Agenda Item #12.1.





To:Town CouncilTitle:Donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer Appreciation
Dinner per RSA 31:95-b III (b) and RSA 31:95-e IIMeeting:Town Council - 12 Apr 2023Department:AdministrationStaff Contact:Carrie Montoya, Administration Secretary

BACKGROUND INFORMATION:

The Town is hosting a Volunteer Appreciation Dinner on April 13, 2023 at 5:30pm at the Hooksett Public Library and have invited 105 volunteers.

Possible donation(s):

- food/drinks/set-up items
- gift cards/other items to be distributed to the volunteers at the even via a raffle

Town Council to accept the donations at this last Council meeting before the event. Town may receive donations through to the day of the event.

FINANCIAL IMPACT:

Possible donation(s) and CY2022-2023 \$1,000.00 budget line #001-100.4130-800.101

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Recommend that the Town Council accept donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer Appreciation Dinner through the day of the even per RSA 31:95-b III (b) and RSA 31:95-e II.

SUGGESTED MOTION:

Motion to accept donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer Appreciation Dinner through the day of the event per RSA 31:95-b III (b) and RSA 31:95-e II.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to accept donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer Appreciation Dinner through the day of the event



To:Town CouncilTitle:2023 MS-232 Report of Appropriations Actually Voted totaling \$25,110,820.00.Meeting:Town Council - 12 Apr 2023Department:FinanceStaff Contact:Christine Tewksbury, Finance Director

BACKGROUND INFORMATION:

The Town is required to complete the State Form MS-232 Report of Appropriations Actually Voted. This report informs the State on the gross appropriations that were passed at town meeting on March 28, 2023.

#	Warrant	Tax Effect	Passed	Failed
4	Operating Budget	6.60	\$23,222,871	
5	Fire Union	0.07	161,913	
7	Non-Union	0.06	120,638	
8	Police Union	0.04	92,912	
10	Police Supervisors Union	0.03	59,486	
12	Merrimack Riverfront Trail System Phase 4 (\$80K Grant, \$35K Conservation Fund, \$20K CR, \$125K Taxes & \$125K Fund Balance)	0.06	385,000	
13	CR Fund - Fire Apparatus	0.12	250,000	
14	CR Fund - Town Building Maintenance	0.10	200,000	
15	CR Fund - Public Works' Vehicles	0.10	200,000	
16	CR Fund - GIS Digital Parcel Recompilation			100,000
17	CR Fund - Drainage Upgrades	0.05	100,000	
18	CR Funds - Fire (\$27.5K Air Packs; \$50K Tools & Equipment, \$0 Cistern)	0.04	77,500	
19	Police Tasers	0.03	68,000	
20	CR Fund- Emergency Radio Communications	0.03	62,500	
21	CR Fund - Parks & Recreation Facilities Development	0.02	50,000	
22	CR Fund - Automated Collection Equipment	0.01	30,000	
23	CR Fund - Revaluation			30,000
24	CR Fund - Improvements of Conservation Land	<u>0.01</u>	30,000	
	Total	\$ 7.37	\$25,110,820	\$130,000

FINANCIAL IMPACT:

Estimated town share of the tax rate for 2023 is \$7.37. This is 47 cents more than the 2022 town rate of \$6.90.

The estimated tax rate impact is simply an estimate based on the information we have today. Revenues and property assessments will be revised in the fall prior to setting the tax rate and will change these estimates.

SUGGESTED MOTION:

Motion to sign the "2023 MS-232 Report of Appropriations Actually Voted" totaling \$25,110,820.00.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with the suggested motion to sign the 2023 MS-232 Report of Appropriations.

ATTACHMENTS: State form MS-232



2023 MS-232

Report of Appropriations Actually Voted Hooksett

For the period beginning July 1, 2023 and ending June 30, 2024

Form Due Date: 20 Days after the Annual Meeting

GOVERNING BODY CERTIFICATION

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Position	Signature
At-Large District 2 (Chair)	
At-Large District 5	
District 1 (Vice Chair)	
District 6 (Secretary)	
District 3	
District 2	
District 4	
At-Large District 4	
District 5	
	At-Large District 2 (Chair)At-Large District 5District 1 (Vice Chair)District 6 (Secretary)District 3District 2District 4At-Large District 4

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal: <u>https://www.proptax.org/</u>

For assistance please contact: NH DRA Municipal and Property Division (603) 230-5090 http://www.revenue.nh.gov/mun-prop/





Report of Appropriations Actually Voted

Account	Purpose	Article	Appropriations As Voted
General Gove	rnment		
4130-4139	Executive	04,07	\$650,373
4140-4149	Election, Registration, and Vital Statistics	04	\$57,099
4150-4151	Financial Administration	04,07	\$866,036
4152	Revaluation of Property	04,07	\$226,697
4153	Legal Expense	04	\$110,000
4155-4159	Personnel Administration	04,05,08,10	\$298,659
4191-4193	Planning and Zoning	04,07	\$422,461
4194	General Government Buildings	04,07	\$571,723
4195	Cemeteries	04	\$6,730
4196	Insurance	04	\$288,644
4197	Advertising and Regional Association	04	\$15,000
4199	Other General Government	04	\$1
	General Government Subtotal		\$3,513,423

Public Safety

	Public Safety Subto	tal	\$10,855,567
4299	Other (Including Communications)		\$0
4290-4298	Emergency Management	04	\$7,727
4240-4249	Building Inspection	04	\$128,700
4220-4229	Fire	04,05,07	\$5,026,609
4215-4219	Ambulance		\$0
4210-4214	Police	04,07,08,10,19	\$5,692,531

Airport/Aviation Center

4301-4309	Airport Operations	

Airport/Aviation Center Subtotal	\$0
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Highways and Streets

4311	Administration	04,07	\$306,375
4312	Highways and Streets	04	\$2,310,556
4313	Bridges	04	\$1
4316	Street Lighting	04	\$30,001
4319	Other	04	\$265,912
	Highways and Streets Su	btotal	\$2,912,845

Sanitation

	Sanitation Subtota		\$1,405,486
4329	Other Sanitation		\$0
4326-4328	Sewage Collection and Disposal		\$0
4325	Solid Waste Cleanup		\$0
4324	Solid Waste Disposal	04,07	\$885,520
4323	Solid Waste Collection	04	\$326,193
4321	Administration	04	\$193,773

\$0



2023 MS-232

Report of Appropriations Actually Voted

	Administration		\$C
4332	Water Services		\$C
4335-4339	Water Treatment, Conservation and Other		\$0
	Water Distribution and Treatment Subtotal		\$0
Electric			
4351-4352	Administration and Generation		\$C
4353	Purchase Costs		\$0
4354	Electric Equipment Maintenance		\$0
4359	Other Electric Costs		\$0
	Electric Subtotal		\$0
Health			
4411	Administration	04	\$1
4414	Pest Control		\$0
4415-4419	Health Agencies, Hospitals, and Other		\$C
	Health Subtotal		\$1
Welfare			
4441-4442	Administration and Direct Assistance	04,07	\$130,968
4444	Intergovernmental Welfare Payments	04	\$35,443
4445-4449	Vendor Payments and Other		\$C
4445-4449	Vendor Payments and Other Welfare Subtotal		· · ·
	Welfare Subtotal		· · ·
	Welfare Subtotal	04	\$0 \$166,411 \$702,592
Culture and R	Welfare Subtotal	04 04,07	\$166,411
Culture and R 4520-4529	Welfare Subtotal ecreation Parks and Recreation	-	\$166,411 \$702,592
Culture and R 4520-4529 4550-4559	Welfare Subtotal ecreation Parks and Recreation Library	04,07	\$166,411 \$702,592 \$1,108,422
Culture and R 4520-4529 4550-4559 4583	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes	04,07	\$166,411 \$702,592 \$1,108,422 \$2,945
Culture and R 4520-4529 4550-4559 4583 4589	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development	04,07	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500
Culture and R 4520-4529 4550-4559 4583 4589	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal	04,07	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500
Culture and R 4520-4529 4550-4559 4583 4589 Conservation	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural	04,07 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,455 \$1,095
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources	04,07 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,455 \$1,095 \$1,095
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612 4619	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources Other Conservation	04,07 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,455 \$1,825,455 \$1,095 \$1,095 \$1,095
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612 4619 4631-4632	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources Other Conservation Redevelopment and Housing	04,07 04 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,455 \$1,095 \$1,095 \$0 \$1,095
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612 4619 4631-4632	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources Other Conservation Redevelopment and Housing Economic Development	04,07 04 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,459 \$1,095 \$1,095 \$0 \$1,005
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612 4619 4631-4632 4651-4659	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources Other Conservation Redevelopment and Housing Economic Development	04,07 04 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,459
Culture and R 4520-4529 4550-4559 4583 4589 Conservation 4611-4612 4619 4631-4632 4651-4659 Debt Service	Welfare Subtotal ecreation Parks and Recreation Library Patriotic Purposes Other Culture and Recreation Culture and Recreation Subtotal and Development Administration and Purchasing of Natural Resources Other Conservation Redevelopment and Housing Economic Development Conservation and Development Subtotal	04,07 04 04 04 04 04	\$166,411 \$702,592 \$1,108,422 \$2,945 \$11,500 \$1,825,459 \$1,095 \$1,095 \$1,000 \$1,000 \$2,095

110700 Hooksett 2023 MS-232 3/29/2023 1:54:35 PM



2023 MS-232

	Report of Appropria	tions Actually Voted	
4790-4799	Other Debt Service		\$0
	Debt Service Sub	total	\$397,384
Capital Outlay	,		
4901	Land	04	\$1
4902	Machinery, Vehicles, and Equipment		\$0
4903	Buildings		\$0
4909	Improvements Other than Buildings	12	\$385,000
	Capital Outlay Sub	total	\$385,001
Operating Trai	nsfers Out		
4912	To Special Revenue Fund		\$0
4913	To Capital Projects Fund		\$0
4914A	To Proprietary Fund - Airport		\$0
4914E	To Proprietary Fund - Electric		\$0
49140	To Proprietary Fund - Other		\$0
4914S	To Proprietary Fund - Sewer	04	\$2,647,148
4914W	To Proprietary Fund - Water		\$0
4915	To Capital Reserve Fund	13,14,15,17,18,20,21,22,24	\$1,000,000
4916	To Expendable Trusts/Fiduciary Funds		\$0
4917	To Health Maintenance Trust Funds		\$0
4918	To Non-Expendable Trust Funds		\$0
4919	To Fiduciary Funds		\$0
	Operating Transfers Out Sub		\$3,647,148

Total Voted Appropriations

\$25,110,820



To:Town CouncilTitle:Budget Transfer #2023-03 in the amount of \$12,732.00 and #2023-04 in the
amount of \$19,358.00 from Fire-Rescue's budget to the Administration budget.Meeting:Town Council - 12 Apr 2023Department:FinanceStaff Contact:Christine Tewksbury, Finance Director

BACKGROUND INFORMATION:

Transfers needed to reallocate funds from Fire Rescue to the software & program line in Administration for critical computer infrastructure.

1) 2023-03 for \$12,732.00 - Currently there are four physical host servers, and one has reach end of support. This project will upgrade existing VMware licensing and combined the other three physical servers into a combined datacenter configuration.

2) 2023-04 for \$19,358.00 - Both police and fire need their switches replaced and one additional switch for added capacity. The current four switches are all out of warranty. Police are using 80 out of their 96-ports and Fire are using 60 out of their 72-ports. With three new (48-ports) switches each, that would allow for one switch failure and additional capacity for future growth.

FINANCIAL IMPACT:

No fiscal impact.

SUGGESTED MOTION:

1) Motion to authorize the Chairman to sign Budget Transfer #2023-03 in the amount of \$12,732.00 from Fire Rescue's budget to Administration's budget.

2) Motion to authorize the Chairman to sign Budget Transfer #2023-04 in the amount of \$19,358.00 from Fire Rescue's budget to Administration's budget.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

ATTACHMENTS: Transfer #2023-03 and #2023-04

TOWN OF HOOKSETT BUDGET TRANSFER REQUEST FORM

TRANSFER # 2023-03

Please explain the purpose of this transfer request: Transfer needed to support the critical computer infrastructure for the police and fire. Currently there are four physical host servers, and one has reach end of support. This project will upgrade existing VMware licensing and combined the other three physical service into a combined datacenter configuration.

NEED OF FUNDS WHERE WILL THE MONEY GO?

Account #	Description	Current Budget	Amount Added	New Budget
001-100.4150-342.000	COMP Software & Program	\$123,194.00	1,872.00	\$125,066.00
001-100.4150-751.000	COMP New Equipment	11,100.00	10,860.00	21,960.00
Total			\$12,732.00	

SOURCES OF FUNDS WHERE WILL YOU GET THE MONEY FROM?

Account #	Description	Current Budget	Amount Reduced	New Budget
001-350.4220-210.000	FD Health Insurance	655,838.00	(\$12,732.00)	\$643,106.00
	·		<u> </u>	
	<u> </u>			
Total	1 7 7		(\$12,732.00)	

Recommended by:

Towh Administrator

tre.

Finance Director

Approved by:

Town Council

Council Meeting Date

ORIGINAL Finance

COPY - Departments

Revision date 5/15/2012

TOWN OF HOOKSETT BUDGET TRANSFER REQUEST FORM

TRANSFER # 2023-04

<u>Please explain the purpose of this transfer request</u>: Transfer needed to support the critical computer infrastructure for the police and fire. Both police and fire need their switches replaced and one additional switch. The current four switches are all out of warranty and nearing capacity. Police are using 80 out of their 96-ports and fire are using 60 out of their 72-ports. With three new 48-ports switches each, that would allow for one switch failure and additional capacity for future growth.

NEED OF FUNDS WHERE WILL THE MONEY GO?

Account #	Description	Current Budget	Amount Added	New Budget
001-100.4150-342.000	COMP Software & Program	\$125.066.00	1,872.00	\$126,938.00
001-100.4150-751.000	COMP New Equipment	21,960.00	17,486.00	39,446.00
	1			_
Total			\$19,358.00	

SOURCES OF FUNDS WHERE WILL YOU GET THE MONEY FROM?

Account #	Description	Current Budget	Amount Reduced	New Budget
001-350,4220-210.000	FD Health Insurance	643,106.00	(\$19,358.00)	\$623,748.00
-				Ĩ
·	· · · ·		-	
Total	·		(\$19,358.00)	

Recommended by:

Town Administrator

Approved by:

Town Council

Cluth tralling

Finance Director

Council Meeting Date

ORIGINAL - Finance

Revision date 5/15/2012

GL#			Over Budge
001-100 4150 342 000			No
Mormation as of: 06/30/2023			
elected GL Mumber: 001-100.4150			
	ve & Programs		
ootrotes:			
Budget Checking Specific Detail			
Budget Check Type: GL #			
Amended Budget:	··· .	\$123,194.30	
Activity To Date:		97,299.40	
Enclangered:		\$,035.37	
Other:	. :		
Tota: Available:		. \$ 1 €,733.23	
Amount Requested:		50.00	
Remaining Available:	•	36.733.23	
Unposted 8As:		S0.00	

Cose

udget Information	×
GL #	Over Budget
001-100 4150-751 000	Yes

:			
Information as of:	95/30/2023		
Selected GL Number:	001-100.4158-751.000		
Description:	COMP New Equipment		
Footnotes:	£		
Budget Checking	Specific Detail		-
Budget Check T	vpe: Gla		•
Amended Bud	get:	\$11,100.00	1
Activity Te D	ate:	3,457,39	
Encumbe	red:	\$, 43 6,75	
Ot	her:	23,245,91	
Total Availa	die:	(123.54-25)	
Amount Reques	ted:	. \$0. 33	
Over Budget Amo	unt:	-29,544.25	
Unposted i	BAs:	, \$ 0.00	
·····			
			. ·
			Close

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GL # 001-350.4220-210.0		· · · · · · · · · · · · · · · · · · ·		Over Budget No
·······				
nformation as of:	06/30/2023			
elected GL Number:	001-356.4220-21	0.000		
Description:	FD Health Insura	ance		
Footnotes:	ý.			
Eudget Checking :	Specific Detail			
Budget Check T				
Amended Bud	get:		\$655,838.00	
Activity To D			457 872.90	
Encumbe			0.30	
Dt	her:		0.00	
Total Availa	able:		\$198,035.10	
Amount Reques	ted:		\$0.00	
Remaining Availa	ibie:	· ·	198,035.10	
Unposted I	BAs:		\$0.0 0	

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Town Council **STAFF REPORT**



To: Town Council

Title:Accept the donation of the Donati Park Pedestrian Bridge structure valued at
\$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II.

Meeting: Town Council - 12 Apr 2023

Department: Community Development

Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Macy's Industries will be constructing a steel truss pedestrian bridge to replace the existing bridge and place the new bridge into position onto foundations constructed by the Town through a private contractor.

FINANCIAL IMPACT:

None, although the existing bridge would have had to be replaced at some point in the future at significant expense to the Town.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Recommendation to Close Public Hearing Recommend to accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire.

SUGGESTED MOTION:

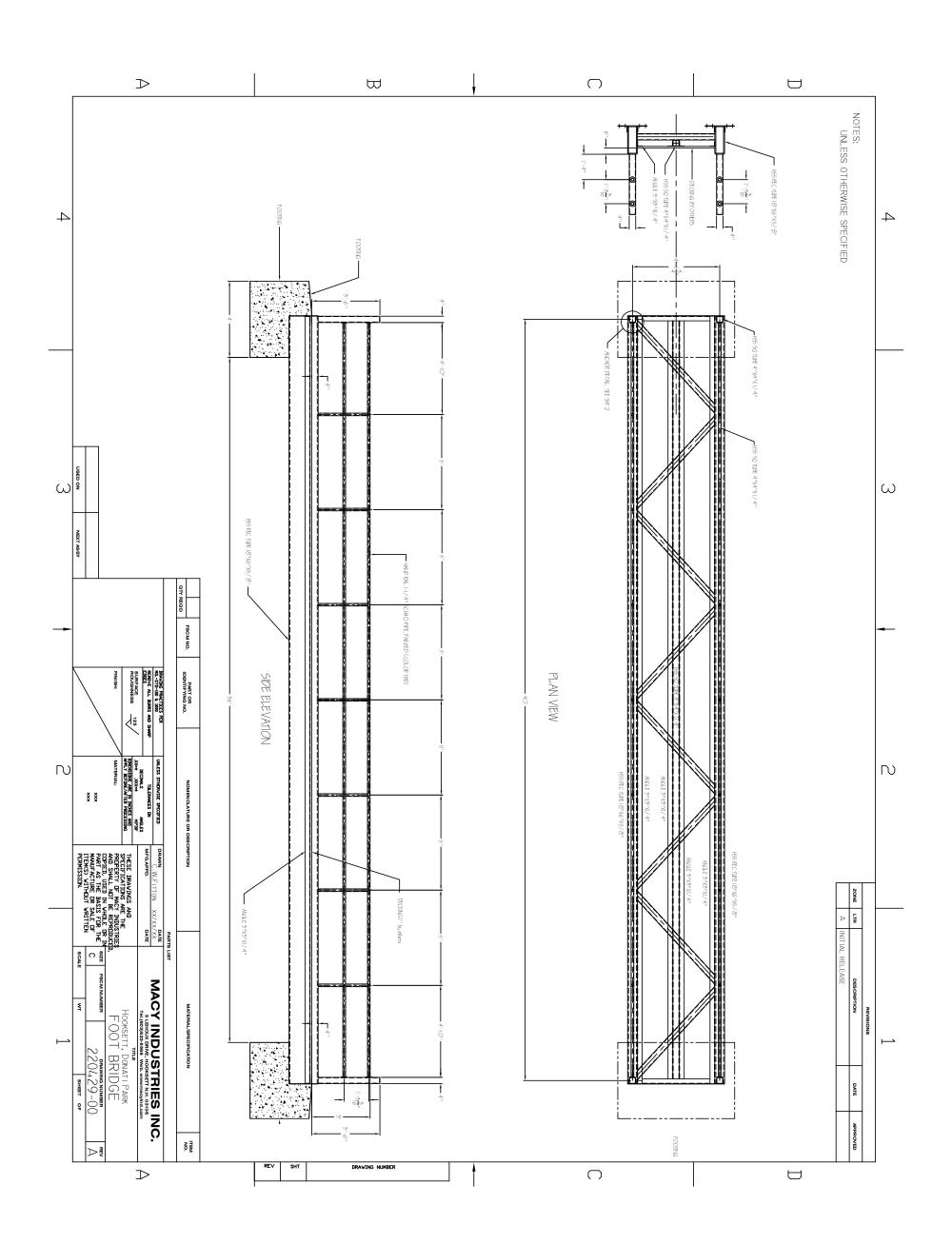
Motion to close Public Hearing

Motion to waive Town Council Rules of Procedure and vote same night as public hearing. Motion to accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motions to waive procedure and accept the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries

ATTACHMENTS: 01 Donati Bridge - Macys Design 1 220429-00 FOOT BRIDGE SHT 1 OF 2



Town Council **STAFF REPORT**



To:Town CouncilTitle:Donati Park Pedestrian Bridge Project - Award to the Lewco Company of
Springfield, VT for \$29,025.00.Meeting:Town Council - 12 Apr 2023Department:Community DevelopmentStaff Contact:Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The Town received proposals to construct the footings and decking for the Donati Pedestrian Bridge Project.

The project was advertised in the Manchester Union Leader on February 27, 2023. It was also put on the Town website and sent to several contractors that do bridge foundation work. Four bids were received and opened on March 23, 2023. The low bidder is the Lewco Company with a bid of \$29,025.00.

I recommend that the contract be awarded to the Lewco Company for \$29,025.00.

Contractor	Base Bid:
Lewco Company	\$ 29,025.00
William Davis Co.	\$ 99,450.00
N.E. Infrastructure	\$125,000.00
Evroks Corp.	\$142,040.00

FINANCIAL IMPACT:

The award price of \$29,025.00 will be funded from the funding recently received from the SB 401 Bridge Aid account. After completion of this project, \$235,508.00.00 will remain in the account.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To approve the award of the Donati Park Pedestrian Bridge Project and allow the Town Administrator to sign the contract with the Lewco Company for the bid price of \$29,025.00 and pay for the project from SB 401 Bridge Aid account.

SUGGESTED MOTION:

Motion to approve the award of the Donati Park Pedestrian Bridge Project and allow the Town Administrator to sign the contract with the Lewco Company for the bid price of \$29,025.00 and pay for the project from SB 401 Bridge Aid account.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

ATTACHMENTS:

01 Memo -Project Award Recommendation 02 Bid Tabulation Donati Bridge 03 Donati Park Bridge Advertisement 04 GPI Recommendation to award to Lewco 05 Donati Park Bridge Existing 06 Donati Bridge Plans



TOWN OF HOOKSETT

COMMUNITY DEVELOPMENT DEPARTMENT

Bruce A. Thomas, P.E., Town Engineer

35 MAIN STREET HOOKSETT, NEW HAMPSHIRE 03106

TELEPHONE (603) 419-4003 WEBSITE www.hooksett.org FAX (603) 485-4118

Memo

To:	Andre Garron, Town Administrator
From:	Bruce A. Thomas, P.E., Town Engineer SAT
Ce:	Ben Berthiaume
Date:	March 27, 2023
Re:	Donati Park Pedestrian Bridge Project Award Recommendation

The project was advertised in the Manchester Union Leader on February 27, 2023. It was also put on the Town website and sent to several contractors that do bridge foundation work. Five bids were received and opened on March 23, 2023. The low bidder is the Lewco Company with a bid of \$29,025.00.

I recommend that the contract be awarded to the Lewco Company for \$29,025.00.

Please contact me with any questions that you may have.

		Donati Pai	BID TABU rk Pedestrian Bi March 2	ridge Project B	id Opening						
Item Number	Item Description	Unit Price	Quantity	Engii Price	neer Amount	Lev Price	vco Amount	William Price	Davis Amount	N.E. Infra Price	Amount
203.1	Common Excavation	СҮ	55	\$28.00	\$1,540.00	\$30.00	\$1,650.00	\$100.00	\$5,500.00	\$40.00	\$2,200.00
209.201	Granular Backfill (Bridge) (F)	CY	6	\$120.00	\$720.00	\$70.00	\$420.00	\$100.00	\$600.00	\$100.00	\$600.00
502	Removal of Existing Bridge Structure	U	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$90,320.00	\$90,320.00
503.101	Water Diversion Structure	U	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00
508	Structural Fill	CY	5	\$150.00	\$750.00	\$70.00	\$350.00	\$100.00	\$500.00	\$100.00	\$500.00
520.2	Concrete Class B	CY	13.0	\$600.00	\$7,800.00	\$1,500.00	\$19,500.00	\$3,000.00	\$39,000.00	\$1,500.00	\$19,500.00
534.3	Water Repellent (Silane/Siloxane)	Gal	1	\$200.00	\$200.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
544	Reinforcing Steel	LB	535	\$2.20	\$1,177.00	\$3.00	\$1,605.00	\$10.00	\$5,350.00	\$8.00	\$4,280.00
568	Structural Timber (F)	MBM	1.00	\$2,250.00	\$2,250.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$5,900.00	\$5,900.00
	Total:				\$18,637.00		\$29,025.00		\$99,450.00		\$125,000.00

REQUEST FOR PROPOSAL AND CONTRACT Bid #23-04 Donati Pedestrian Bridge Contract- 2023 Acceptance Date: Thursday, March 23, 2029, at 2:00 pm Scaled bid proposals, plainly United Widt - 100 for Donati

March 23. 2023. at 2:00 pm Scaled bid proposals, plainly marked "Bid #23:04 Donati Pedestrian. Bridge Contract-2023." on the outside of the mailing envelope as well as the scaled bid envelope, addressed to the Town of Hooksett, Administration Department, Town Hall, 35 Main Street, Hooksett, NH 03106, will be accepted until the date and time above when all bids will be publicly opened and read aloud.

publicly opened and read aloud. Bid packages may be obtained from the town's web site: <u>www.ho</u> <u>oksett.org</u> or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

485-8472. Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town. [UL - Feb. 27]

Bruce Thomas

From:	Stephen Langevin <slangevin@gpinet.com></slangevin@gpinet.com>
Sent:	Monday, March 27, 2023 11:07 AM
To:	Bruce Thomas
Cc:	Andre Garron
Subject:	Donati Park Bridge - Contractor Recommendation

Hi Bruce,

I spoke with Matt Lewis of Lewco, LLC on Friday afternoon about the scope of the project. He had seen the other bids though he said he was comfortable with his bid. He also had a good understanding of the work that needs to be done. He indicated that he is available to start very soon. Lewco has another larger project starting in late April/May and he would like to get this project moving forward before that other project if possible. He even indicated that he would start with a verbal agreement before the contract. I responded that the Town of Hooksett is meeting on Thursday to decide on how to proceed.

It appears that both the Town's and Lewco's schedule for this project aligns well.

I called the towns that Lewco listed as references that had projects involving concrete. Grafton, VT will need to get back to me at some point because their road agent is currently busy with a broken down road grader. It is uncertain how soon I will hear back from them. I was able to speak with the Sharon road crew manager Frank Rogers and Jeff Strong, Springfield Director of Public Works regarding the projects Lewco had worked on with them.

Mr. Strong said that Matt Lewis and Lewco did a very good job on the two projects they had worked on and added that Lewco just signed another contract with the Town for another larger project. He indicated that he was happy to give a good recommendation for Lewco. They have not been around for very long, however, Mr. Strong mentioned that Matt Lewis' father owns Gurney Brothers Construction and their reputation is very good.

Mr. Rogers said that they didn't have any problems with Lewco. They were efficient, knowledgeable and left the job looking great. Mr. Rogers said that the Town of Sharon would be happy to work with Lewco again in the future.

Based on my conversation with Matt Lewis then with Jeff Strong and Frank Rogers, GPI recommends Lewco, LLC for the Donati Park Bridge project.

If the Town requires a formal letter, I would be happy to provide one. Just let me know.

Steve

Stephen Langevin, P.E. Project Manager (He/Him/His) 21 Daniel Street, Second Floor, Portsmouth, NH 03801 d 603.766.8250 | c 603.205.4377 slangevin@gpinet.com | www.gpinet.com



Engineering | Design | Planning | Construction Management

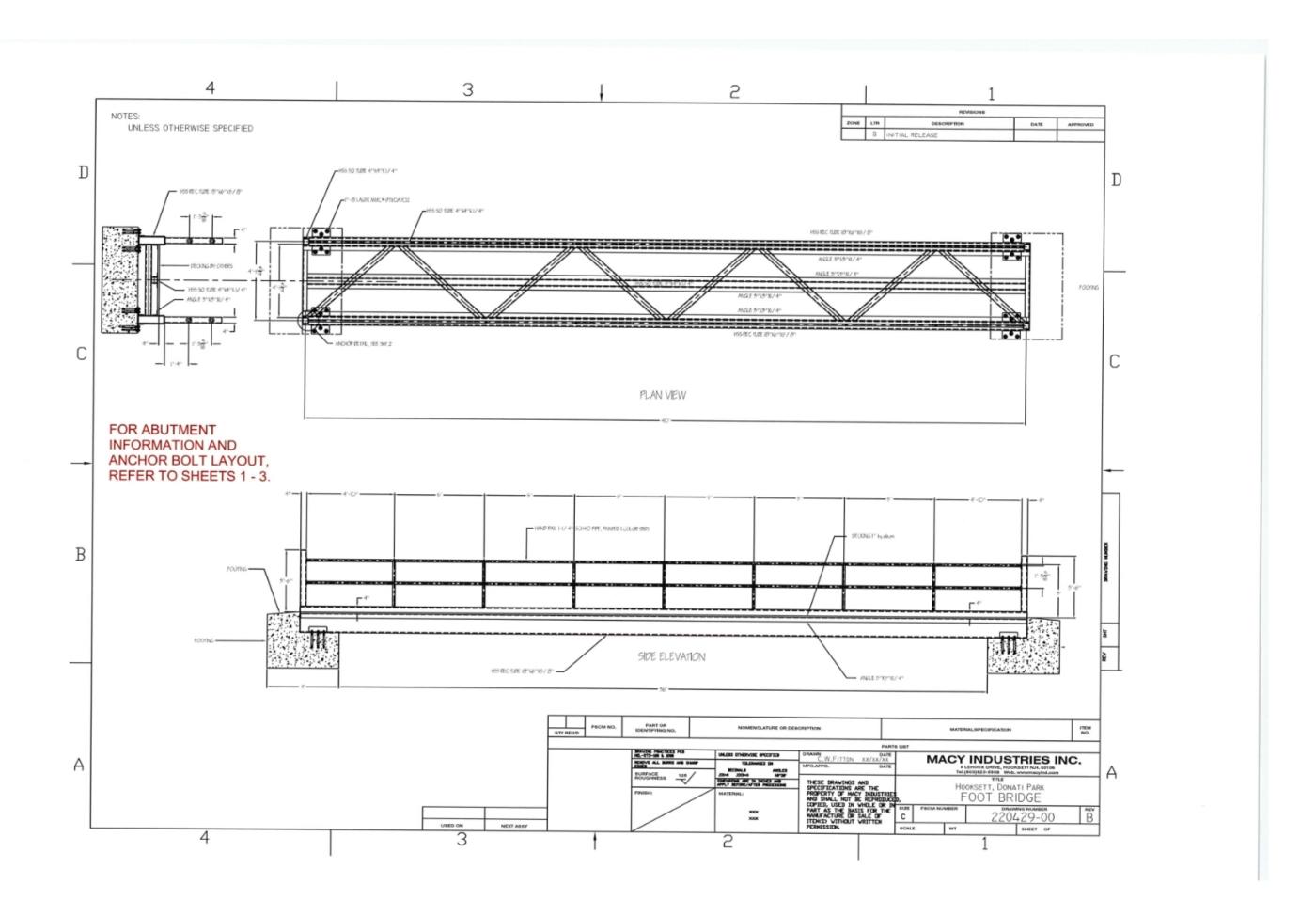
Greenman-Pedersen, Inc. An Equal Opportunity Employer



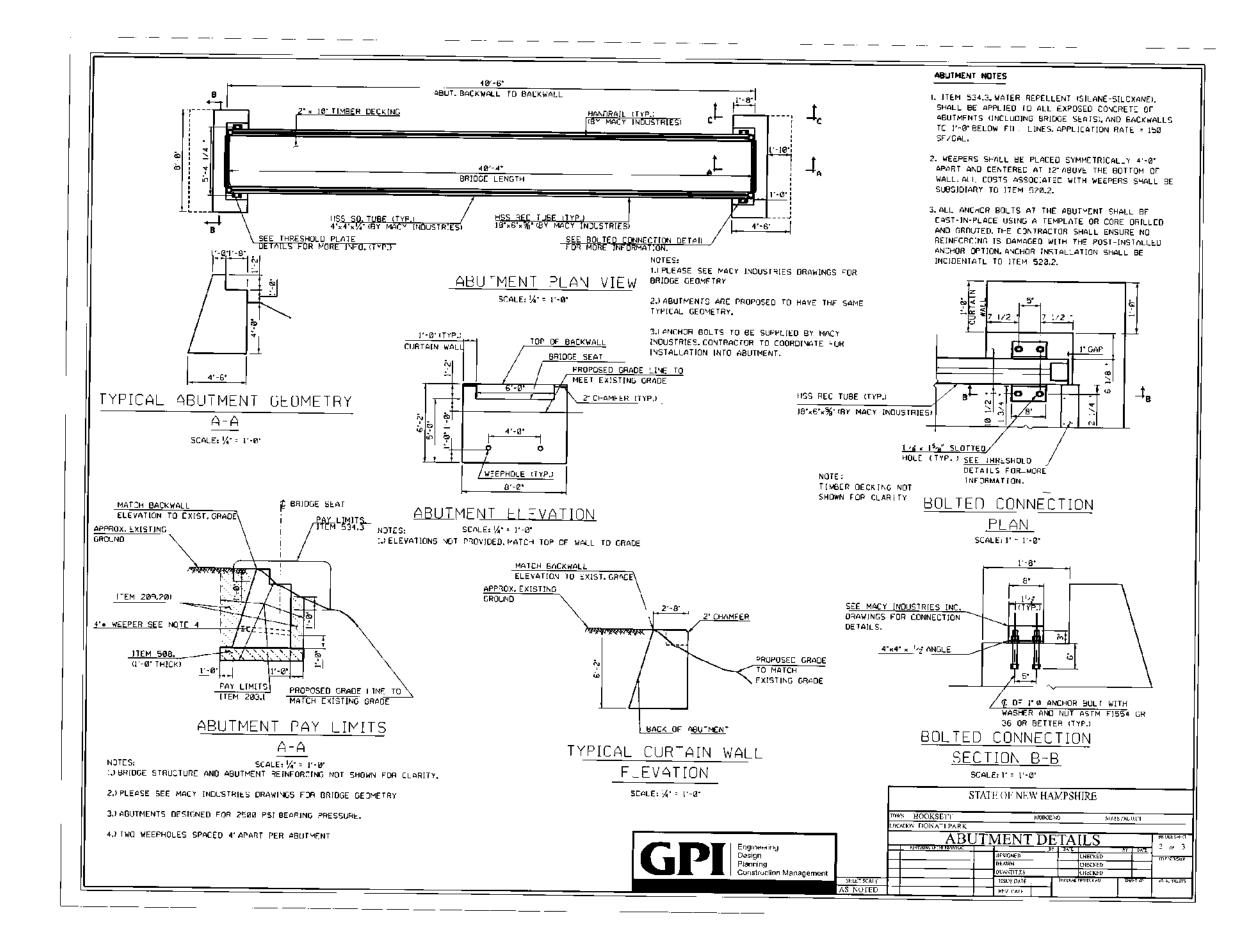
Per Title VI of the Civil Rights Act of 1964 and other Nondiscrimination statutes, Greenman-Pedersen, Inc. and its related companies will not discriminate on the grounds of race, color or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Greenman-Pedersen, Inc. and its related companies will ensure that minorities will be afforded full opportunity to submit proposals and will not be discriminated against in consideration for an award.

This communication and any attachments are intended only for the use of the individual or entity named as the addressee. It may contain information which is privileged and/or confidential under applicable law. If you are not the intended recipient or such recipient's employee or agent, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited and to notify the sender immediately.





Agenda Item #16.3.



Agenda Item #16.3

Town Council **STAFF REPORT**



To:Town CouncilTitle:Sherwood Drive Pipe Lining - Award to the Vortex Company of Livermore, Maine
for \$19,790.00.Meeting:Town Council - 12 Apr 2023Department:Community DevelopmentStaff Contact:Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Sherwood Drive Pipe Lining - Award to the Vortex Company of Livermore, Maine for \$19,790.00.

The Town received proposals to line a section of drainage pipe that runs between Sherwood Drive and Camelot Drive per the attached map.

The project was advertised in the Manchester Union Leader on March 9, 2023. It was also put on the Town website and sent to several contractors that do this work. Five bids were received and opened on March 23, 2023. The low bidder is the Vortex Company with a bid of \$19,790.00.

I recommend that the contract be awarded to the Vortex Company for \$19,790.00.

Contractor	Base Bid:
Vortex (formerly Ted Berry)	\$19,790.00
Eastern Pipe Service	\$21,960.00
National Watermain Cleaning	\$24,685.00
Green Mountain Pipeline	\$25,000.00
Bellemore	\$46,150.00

FINANCIAL IMPACT:

The award price of \$19,790.00 will be funded from the Public Works Drainage Upgrade account. After completion of this project, \$58,424.32 will remain in the account.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To approve the award of the Sherwood Drive Pipe Lining and allow the Town Administrator to sign the contract with the Vortex Company for the bid price of \$19,790.00 and pay for the project from the Public Works Drainage Upgrade account.

SUGGESTED MOTION:

Motion to approve the award of the Sherwood Drive Pipe Lining and allow the Town Administrator to sign the contract with the Vortex Company for the bid price of \$19,790.00 and pay for the project from the Public Works Drainage Upgrade account.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

ATTACHMENTS:

01 Memo -Project Award Recommendation 03 UL Advertisement - Copy Drainage Upgrades Budget



TOWN OF HOOKSETT

COMMUNITY DEVELOPMENT DEPARTMENT Bruce A. Thomas, P.E., Town Engineer

> 35 MAIN STREET HOOKSETT, NEW HAMPSHIRE 03106

TELEPHONE (603) 419 4003 WEBSITE www.hooksett.org +AX (603) 485-4118

Memo

To:	Andre Garron, Town Administrator $0 \wedge X$
From:	Andre Garron, Town Administrator Bruce A. Thomas, P.E., Town Engineer BAK
Ce:	Ben Berthiaume
Date:	March 27, 2023
Re:	Sherwood Drive Pipe Lining Award Recommendation

The project was advertised in the Manchester Union Leader on March 9, 2023. It was also put on the Town website and sent to several contractors that do this work. Five bids were received and opened on March 23, 2023. The low bidder is the Vortex Company with a bid of \$19,790.00.

I recommend awarding the Sherwood Drive Pipe Lining Project Vortex for \$19,790.00.

Please contact me with any questions that you may have.

REQUEST FOR PROPOSAL AND CONTRACT Bid #23-06 Sherwood Drive Pipe Lining Project- 2023 Acceptance Date: Thursday, March 23, 2023, at 2:30 pm

Sealed bid proposals, plainly marked "Bid #23-06 Sherwood Drive Pipe Lining Project-2023" on the outside of the mailing envelope as well as the scaled bid envelope, addressed to the Administration Department, Town Hall, 35 Main Street, Hooksett, NH 03106, will be accepted until the date and time above when all bids will be publicly opened and read aloud.

Bid packages may be obtained from the town's web site: <u>www.ho</u> <u>oksett.org</u>, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town. (UL - Mar. 9)

Sent to: Bellemon Eastern Pipe Servics Ted Berry (Now "Vortex")

3/8/2023

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	Project Name/	Balanese				Amount	Paid Invoices		Amount
Departments		7/1/2022	Deposits	withdrawn	Interest	Available	not yet	Obligated	Available
Administration	Permanent Records Archiving System	29.132.83			100 50	00 010 00	IMPININ	nut not spent	to spend
Administration	Revaluation	135 506 86	20,000,00		00.001	28,313.38			29,313.39
Administration	Trun Mide Disitized Manuface Contact		00.000,000		1,018.83	166,615.79			166,615.79
Aminimum annum	LOWIT VALUE LIGHTZED Mapping System	31,415.15	100,000.00		789.99	132,205.14			132.205.14
Administration	16 Main Street Town Hall Preservation	6,918.93			255.96	7,174.89			7 174 80
Administration	Conservation Land Improvements	26,165.32	30,000.00	3,900.00	331.96	52,597.28			E0 E07 05
Administration	Bicentennial Celebration	413.20			15.28	428.48			07.120,20
Administration		133,212.79			825.60	134.038.30			04:074
Comm Development		30,987.23			192.03	31 170 26			134,038,39
Comm Development	Town of Hooksett's Master Plan	19,845.18			122.08	10 068 16			31,179,26
Fire	Air Pack & Bottles for Fire Department	62,273.80	27,500.00		549.63	00.323.43			19,968.16
Fire	Fire Cistern	59,401.79		3.257.94	371 22	50 545 07			80,323.43
Fire	Fire Apparatus	813,412.23	250.000.00	307,627,16	5 836 87	761 621 04			56,515.07
Fire	Fire Rescue Tools & Equipment	42,829.44	35,000.00		473.79	78.303.23	56 004 00	300,040.00	394,773,94
Fire	Leon C Bosvert Fire Equip. (Interest only)	56,162.14		520.29	A DAD 36	57 703 04	100,000	0/.012/01	13,006.23
Police	Emergency Radio Communication	207,943.68	50.000.00		1 596 28	260 690 00	17.101,0		52,545.00
Police	K-9 Trust	15.971.34	7 975 00	0 627 66	00'000'	00,000,002			259,530.06
Public Works	Drainage Upgrades	266 601 KU	50,000,00	00'100'8	424.10	14,733.49	2,857.93		11,875.56
Public Works	Parks & Rec Facilities Development	115 024 17	00,000,00	00.840,802	1,0/2.68	78,714.32		500.00	78,214.32
Public Works	Town Building Maintenance	00111000011	0000000	14,620.00	786.97	126,201.14			126,201.14
Public Works	Vehicles	00'14''400	200,000,000		5,434.29	890,175.67		75,000.00	815,175.67
ecvoling & Transfer	Recycling & Transfer Automated Collection Equipment	31 030 011	200,000,002	1//,239.50	1,777.60	265,523.41		203,200.00	62,323.41
Recycling & Transfer Sanitary Landell		113,403.10	30,000.00	13,418.51	850.29	130,684.93		37,643.00	93,041.93
Sawar Commission	Diant & Comparting Incompanie	22,//0.49		1,640.86	318.69	51,454.32	•		51.454.32
Sewer Commission	Drander Extrementing Improvements	7,760,556.61	457,086.00	1,053,459.80	49,724.91	7,213,907.72			7.213.907.72
Sound Commission	Votrato e Fordements	70,017.25	53,067.00	26,340.00	273.02	97,017.27			97.017.27
	vendes & Equipment	188,224.26	132,800.00	36,165.81	1,815.90	266,674.35			286.674.35
Special Revenue Funds	spun								
	Heritage Markers	6.218.48	500.00		37 26	0 405 01			
	Hadhard A. L. L.		201222		00.10	0,735.64			R 755 BA

24

Heritage Markers	6,218.48	500.00		37.36	R 766 84			
Heritage Commission	31.595.62	13 460 M	£ 477 70	00.00	10.001.00			6,755.84
Haad's Cehool		DOUDDL'S	01-11-10	100.001	38,740.54			38.740.54
	4,056.28			17.38	4,073.66			A 073 68
Conservation	457,124.98	109,343.43	70,886.10	244.60	405 826 01	0 807 80	0 0 4 F 0 C	0.010/2
Solid Waste Disposal Fund	481.439.08	92.227.15		0 201 KG	E76 001 10	00'100'2	3,0/0,00	482,544.41
Drug Forfeiture	R 009 35			00-1-70-1-2	010,001.18			575,987.79
Delles Delles	CC-000'0		CR.85C	23.96	5,443.36			5 443 36
Police Detail	379,779.64	125,490.00	145,934.70	1.536.88	360.871.82			0120 000
Fire Detail	4,571.95		193.30	10.06	4 202 4			300,8/1.82
Recreation Revolving	140 864 04	0 707 00		0.0	11.100.4			4,397.71
	10:100:011	0,101.00	10,210.40	580.18	139,941.69		,	130 041 60
Ambulance Service	541,154.21	405,607.68	493.693.87	468.59	463 636 60	74 443 04	00 200 010	01110000
School Impact Fee	237,801,19	144 382 DD	240 600 00	00 102	00 000 000	10.044.11	243,007.00	139,025.78
Dolive Impact East		00.900.441	00'600'710	504·02	70,077.33			70.077.33
I NING III DAN LAG	182,986,87	11,103.80		309.11	77.399.78			- VV0
Fire Impact Fee	517,992.67	68,484.20	36.076.62	2 287 Q2	552 688 47			01.886,11
Public Recreation Facilities Impact Fee	71 661 86	06 74E 00			000,000			552,668.17
		00'01 / 07		383.78	97,760.64		5.890.05	91.870.50
I ramcvkoadway Impact Fee	1,105,606.53	105,635.06	25.933.99	4.916.09	1 100 223 80		00000000	0.000
Rte. 3A Infrastructure TIF	2.157.645.67	143 060 00	E4E 400 7E	45 004 00	0000000000		00'R08'207	900,314,69
American Reectio Dian Art (ADDA)			01.001.00	00100/01	77.907,100,1	85,719.80	14,187.63	1,701,350.79
	102,224.01	/01,198.44	42,365.37	(406.84)	1.420.650.30		10 422 50	1 404 040 14

Town Council **STAFF REPORT**



To:Town CouncilTitle:Roadway Crack Sealing Bid AcceptanceMeeting:Town Council - 12 Apr 2023Department:Public WorksStaff Contact:Ben Berthiaume, Public Works Director

BACKGROUND INFORMATION:

The Department released a Request for Bids for the Roadway Crack Sealing. Bids were opened on March 28, 2023. Bids were received from Superior Sealcoat, Inc for \$71,600.00 and Sealcoating, Inc., dba, Indus for \$83,088.80.

FINANCIAL IMPACT:

Funding to come from current FY 2022-2023 Budget.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

The Council approves and consents to award the Roadway Crack Sealing bid to Superior Sealcoat, Inc. for \$71,600.00 to be funded out of current FY 2022-2023 budget. This project is expected to be completed by June 30th.

SUGGESTED MOTION:

Motion to approve and consent to award the Roadway Crack Sealing bid to Superior Sealcoat, Inc. for \$71,600.00 to be funded out of current FY 2022-2023 budget.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion

ATTACHMENTS:

Indus Bid RFP 23-07 Road Crack Sealing Superior Sealcoat Bid



March 24, 2023

Mr. Andre Garron, Town Administrator Town of Hooksett, New Hampshire 35 Main Street Hooksett, NH 03106

Dear Andre,

Sealcoating, Inc. d/b/a indus has been a leader in the pavement preservation industry since 195 and has performed projects all over New England. We have completed crack sealing projects in the state of New Hampshire using the material specified for such municipalities as Nashua, NH. Sealcoating, Inc. d/b/a indus has also done extensive crack sealing for Harrison, NY, The Town of Lexington, MA, the City of Marlborough, MA and the City of Shelton, CT. Please see the enclosed list of references.

We expect to complete the bid quantity of 6,000 gallons of PCRM in 7 days and can have a crew available to do the work as the Town requests.

Included in this package is a letter from Eastern Bank attesting to Sealcoating, Inc. d/b/a indus' financial strength. Our company has never failed to complete any work awarded to us, nor have we ever defaulted on a contract. We have not been in bankruptcy, reorganization, or receivership in the last five years.

Also included in this package is a listing of Sealcoating, Inc. d/b/a indus' key personnel which included their background, education, and experience. In addition to those listed, Jay Bertowice will be the Superintendent assigned to the project. Jay has been with the company since 2001 and achieved the level of Superintendent in 2022. As Superintendent, he oversees the operation of 13 crack seal crews throughout the New England area. Jay has over 22 years' experience on various pavement preservation and crack seal contracts for Rhode Island DOT, MassDOT, Massachusetts Port Authority and various municipalities. I have enclosed Jay's Crack Treatment Certification Letter from the National Center for Pavement Preservation, as well as the certifications of the other employees of Sealcoating, Inc. d/b/a indus.

phone 781.428.3400 fa

00 fax 781.428.3430



Please feel free to contact our Regional Sales Manager, Todd Connors at (603) 296-7662 or Todd.connors@indusinc.com.

Sincerely, Sealcoating, Inc. d/b/a indus

Richard L. Goodick President

825 Granite Street, Braintree, MA 02184 phone 781.428.3400 fax 781.428.3430

Hooksett 2020 Roadway Crack Sealing Project Bid 23-07

Bid Sheet of Unit Prices

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

UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
Gallons	6,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers per gallon	\$11.97	\$71,820.00
Hours	120	Flaggers		
Hours	20	Uniformed Officer with Vehicle	\$92.00	\$1,840.00
Each	1	Construction Contingency Allowance (as ordered by Town)	\$2,500.00	\$2,500.00

BID AMOUNT: \$83,088.80

(NUMERALS)

BID AMOUNT: Eighty-three thousand eighty-eight dollars and eighty cents (WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED:

Telephone Number and E-Mail Address

Sealcoatir	ng Inc., d/b/a indus	
	DER / CONTRACTOR'S NAME)	
Richard L. Goodick Vice President	LA Acudit	
Print Representative's Name and Title	Signature	
825 Granite Street, Braintree MA 02184		
Address / Street-City-Zip Code		
781-428-3400 Rich Goodick@indusing.com	701 400 0400	

oodick@indusinc.com

781-428-3430 Fax Number

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

BY:

21.

TITLE:

Richard L. Goodick President

DATE: March 24, 2023



STATE TAX ATTESTATION FORM

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Sealcoating, Inc. d/b/a indus Corporate Name (Mandatory)

04-3520246 Federal Identification Number

BY:

Richard L. Goodick TITLE: President

DATE: March 24, 2023

825 Granite Street, Braintree, MA 02184



Certificate of Corporate Vote

At a meeting of the Board of Directors of SEALCOATING, INC. DBA INDUS held on March 14, 2023, at which all the Directors were present or waived notice, it was

VOTED: That Richard L. Goodick, President of this Company be and he hereby is authorized to execute bids, contracts and bonds in the name and behalf of said Company; and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: Jun gh

Place of business: Braintree, MA Date of this contract:

I hereby certify that I am the clerk of SEALCOATING, INC. DBA INDUS that Richard L. Goodick is respectively the duly elected President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Kristie Lamb, Clerk

825 Granite Street, Braintree, MA 02184 phone 781.428.3400 fax 781.428.3430



The following is the trade name for crack sealant our company intends to use for the modified crack sealer. I have also provided the name of our manufacturer/supplier.

Asphalt Binder:	Modified Asphalt
Manufacturer	All States Materials Group 325 Amherst Rd., Rte. 116 Sunderland, MA 01375 Phone: (413) 665-7021
Polyester Fibers:	8% Polyester Fibers
Manufacturer	Advanced Fiber Solutions 403 Powderhorn Rd. Laurens, SC 29360 Phone: (800) 351-5410

825 Granite Street, Braintree, MA 02184

phone 781.428.3400

400 fax 781.428.3430



Polymer & Crumb Rubber Modified Crack Sealing References

City of Marlborough, MA (Customer since 2013) Department of Public Works 135 Neil Street Marlborough, MA 01752 Ph: (508) 624-6910, Fx: (508) 624-7699 Contact: Mark Dascoli, Assistant Civil Engineer Email: mdascoli@marlborough-ma.gov Job #02-22-0308

Contract Start Date: 08/18/2022 Contract Completion Date: 09/08/22 Contract Amount: \$173,061.00

Town of Lexington (Customer since 2010)

Department of Public Works Samuel Hadley Public Services Bldg. 201 Bedford Street Lexington, MA 02420 Ph: (781) 274-8311, Fx: (781) 274-8392 Contact: John Livsey, Town Engineer Email: jlivsey@lexingtonma.gov Job #02-22-0074 Contract Start Date: 04/21/2022 Contract Completion Date: 05/09/2022 Contract Amount: \$118,092.81

City of Shelton, CT (Customer since 2013)

Department of Public Works, City Hall, 54 Hill Street Shelton, CT 06484 Ph: (203) 924-1555, Fx: (203) 924-4273 Contact: Brian Roach, Superintendent Email: b.roach@cityofshelton.org Job #02-22-0113 Contract Start Date: 05/09/2022 Contract Completion Date: 05/23/2022 Contract Amount: \$101,327.21

City of Nashua, NH (Customer since 2017)

Department of Public Works 9 Riverside Street Nashua, NH 03062 Ph: (603) 589-4750, Fx: (603) 589-3169 Contact: Lisa Fauteux, Director of Public Works Email: FauteuxL@nashuanh.gov Job #02-22-0164 Contract Start Date: 06/21/2022 Contract Completion Date: 07/08/2022 Contract Amount: \$128,923.96

City of Westfield, MA (Customer since 2016)

59 Court Street Westfield, MA 01085 Ph: (413) 642-9397, Fx: (413) 572-6274 Contact: Casey Berube, Superintendent Email: c.berube@cityofwestfield.org Job #02-22-0038 Contract Start Date: 04/11/2022 Contract Completion Date: 04/29/2022 Contract Amount: \$141,808.25

Town of Harrison, NY (Customer since 2014)

1 Heineman Place Harrison, NY 10528 Ph: (914) 670-3229 Fx: (914) 835-2387 Contact: Chris Park, DPW General Foreman Email: cpark@harrison-ny.gov Job #02-22-0110 Contract Start Date: 05/24/2022 Completion Date: 06/14/2022 Contract Amount: \$216,019.70

825 Granite Street, Braintree, MA 02184

phone 781.428.3400

00 fax 781.428.3430

Eastern Bank 265 Franklin Street

Boston, Massachusetts 02110

March 17, 2023

Mr. Richard L. Goodick indus 825 Granite Street Braintree, Massachusetts 02184

Dear Rich,

Eastern Bank is pleased to provide this credit reference on behalf of Sealcoating, Inc. d/b/a indus.

Sealcoating, Inc. d/b/a indus, has been a Commercial customer of Eastern Bank since 1999, and has maintained a full commercial banking relationship which has included deposit accounts, working capital financing, and long-term equipment financing. your Company has consistently handled all obligations as agreed and maintains the highest rating with our bank. You currently have a high seven-figure working capital line and continue to maintain seven-figure deposit accounts.

We have the highest degree of respect for you and your entire management team and I would be happy to provide a verbal recommendation to any of your customers or suppliers. As always, please call me at 617.897.1086 if you need anything.

Best Regards,

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James L. Murphy, Jr. Senior Vice President



Jay Bertowice

Jay began at Indus in 2001 as a Laborer. He has 16 years' work experience and was promoted to Foreman in 2010 where he oversaw 4-6 crack sealing crew employees daily. He was then promoted to Superintendent in 2022 where he now oversees 12 crack sealing crews of 4-6 people each. He has participated in crack sealing for MA District #3, MA District #4, Logan Airport and Maine DOT Regional Work #1-5. Jay is OSHA 30 Certified as well as certified in CPR and First Aid.

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03-06-23	Registration	R40327 R40326	883.94	ARN 94423 8435	APN 62953 2209035803	6436 APN 88963 22098037503 8437	APN 88962 22098039303 2438	AP3 2298038703 2439	AFW 918 94 22098041533 8440	APN 96425 22098041933 8441	AFN 96658 22098243503 8442	APN 96164 22098642203 8443	96165 22098342503 8444	APN 6023A 22098042903 8445	APN 6022A 22098044203 8446	APN 39038 22038040203 8447	APN 38428 8448	AFN 1AA1 /Y B449 Afn Iarigy	845D	APN 95228 8451	A2N 9.23A 8452
	Serial Number	3C6TR4RT4BG2289D9 3C6TR4H10EG22891C	1 FVRCKCY411HHX4620	1 ktnkaanj 4 h67 9 63 9	L PVECY BSX OH FS2885	1 <i>f'7</i> #CYB\$1DHFE2986	LEVHCYCY2FHOF1900	levhcyct4ffgf1901	I E E A D'HO A CHORNA B E I	levhcycy6g3gy3932	1 ечнсксквенне4261	LEVHCYCY6GHHE4260	3ALHCYCY9HDJE5004	3ALHCYCYDHDC85003	3ALHC2229LDEW0274	3ALHCYD201,0LW0275	JALACXFERMDMU8270	BALACXYEXMIMU9271	1 F VHCYCY2GH5V3930	1 FVHCYBS B BHAB 6390	lhtwcaar53J063729
INDUS Crack Seal Equipment Listing	Description	2014 Dodge 2500 Pick Up 2014 Dodge 2500 Pick Up	2017 Freightlinen Sub Crck Trk	2004 International Rub Crack	2013 Freightliner Crack Truck	2013 Ereightliner Crack Touck	2015 Freightliner Crack Truck	2015 Freightliner Crack Truck	2015 Freightliner Crack Truck	2016 Freightliner Crack Truck	2016 Freightliner Crack Truck	2016 Freightliner Grack Truck	2017 Freightliner Crack Truck	2017 Freightliner Ciack Truck	2020 Freightliner Grack Truck	2020 Freightliner Crack Truck	2021 Freightliner Rub Crack Tk	2021 Freightliner Rub Crack Tk	2016 freightliner AC Tanker	2008 Freightliner AC Tanker	2003 International Spray Truck
	Model.	Ram 2500 Pan 2500	M2-106	44 DC	M2-106	M2-106	MZ-106	90T-ZW	M2-106	M2~106	M2-106	M2-106	9U1-2W	M2-136	M2-136	9ctZW	M2 -106	X2-106	M2-106	M2+106	7400
	Make	Dodge Dodge	Freightlnr	Internatul	Freightlar	Freightinn	Freight.nr	Freightinr	Freightlnr	Freightlnr	Freightinr	Frenghtlnr	Freightlnr	Freightlnr	Freighting	Freightlnr	Freightlnz	Freightinr	Ereightlnr	Freighting	Internatnl
	Year Autos		102	2004	2013	2013	5 TO Z	2015	2015	2016	2016	9102	2017	2017	2020	2020	2021	1202	2016	2008	E002
	Equipment. Pick Ups & Au	21+12 01-13	Track Trucks 34-05	04-12	34−1 ₿	j¢-19	34-20	J421)4-22	19-23	34-24)4-25	14 -26	רק+¢ך)4-28	j4-29	34-36]4-37	rank Trucka J5+02	0-2-03	10-0 4

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INDUS Crack Seal Equipment Listing

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Registration	APN 90214 8453	rfn 62960 22r023837 8454	APN 9122A 8455 8456	AFN 1AD569 8457	APN 7383B 8458 	APN 1524A 3459		APN 44903 8461 300 32006	A44 2000 8462 APN 43796	A12771																	-					
Serial Number	1kt/kcaar53/063729 Jepke76844V550836	5KKMAKDV1LLLC3290	2 F 2 Hazast jalt 78980 Lhtwordnic hh502029	2 икнимех 6 9 м 2 9 е 0 9 7	1FVHCYB578H219390	L EVHCY8SOBHZ76765	5 KEINAXOV 2 MLMES 285	3ALHCYD22MDME5034	9.85.7.028.07M03897	25905211265132497		502 P300 FM / Y 10 / 4 / 4 1900 A1 20	298551082297	112320	1048581912170756T	3602405 [[Sann7536	4500A07045R014642	4500A07666R015311	4500%070%04 0 0	4500A0700CR325487	109874	C/2601	111076	111100	111165 312316	210352	126804	126805 121328	671371	LECKCAAR53U063729	53472 4020516	
Description	2003 International Spray Truck 2004 Ford F-155 Spray Tank	2019 Western Star AC Tanker	2003 Sterling Spray Tank Truck 2017 International Spray Truck	2009 Kenworth 1270 Black Truck	2008 Freightliner Water Truck	2008 Freightliner Water Truck	2021 Western Star AC Tanker	2021 Freightliner AC Tanker	1967 Ford Water Truck	2000 Ver.Mac Arrowboard	2007 Terreres' Frees / //14101	TMC 5.5 HP ALY C	Ingersoil Rand	Boss Conpressor			Atlas Copco Comp.	Atlas Copto Comp	ZUIX 8065 COMPTESSOF (UG-15) 2012 Atlas Foore Comp (Ad-12)		Compressor	2014 Boss Compressor (04-22) 2014 Boss Compressor (04-22)	Boss Compressor	Boss Compressor	2015 Boss Compressor (04~25) 2015 Aose Fomoraceor (04~26)	Boas Compressor	Boss Compressor	2020 Boss Compressor (04-37) 2018 Boss Commressor (03-08)	soccarfillion scoo		cuud stayte Ac Tank (J5-U5) 2016 Bearcat Melter (O5-O6)	
Madel	7400 F-750	4700SB	LT9500 4400	T-270	M2-106	M2+106	47005B	M2-106	LNT 8000	sr 4815	UN TWAC 64	5.5 HP	0-00M 5878		8060 UBI T BIX_ROVIE	XAS 960JD	XAS 96 JOU	XAS 96 JDU		XAS185JD07	210 DCS JD 210 DCS JD		DUS 210 DJ	DUS JD4045	DUS JD4045	DUS JD4045		B216D0S JD B2440		C. 1500 GA	BK4000	
Make	Internatnl Ford	Westrn Str	Sterling Internatnl	Kenworth	Freightlar	Freightlnr	Westrn Str	Freightlnr	ford	Ver-Mac	Inarsl And		Ingrsl And	BOSS	BOSS Burne	Atlas Copc		Atlas Copc Bord	Atlas Copp	10	BOSS	3036	3035	5505 5015	BOSS	Boss	Boss	Boss Boss		Etnyre Thaile	euryre Rearcat	
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INDUS Crack Seal Equipment Listing

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03-06-23

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Regi stration																			
Serial Number	M4810	STROF	40303	810000 820	D.TR 00014	DUR 00000		DJK 00033	130000 aLU	D.TP 000034		D.TP 00036	DUE 000037		1.12 000024	4091126	4042520		14300-8315 XXB05341
Description	2003 Etnyre &C Tanker (05-07)		2003 Bearca: Melter (04-12)			Shop	Shop 3		Shop	Shoo	Shep	Shop	5000	Shop	Shop			1999 Keiser Melter	2016 Tennant Sweeper 2070 CAT Skid Steet Sweeper
Model	Shter Sers	Ceton \$-20	BK 4000	DJR 1100	DATR 2100	DJR 1100	DUR 1100	DJR 1100	DJR 1100	DJR 1100	DJR 1100	DJR 1100	DJR 1100	1100	1100	BK4000	BK400.D	Skid Mount	800 BU116C
Ma kê	ftnyre	Etnyre	Bearcat	Shop Built	Shop Built	Shop Built	Shop Built	Shop Built	Shop Built	Bearcat	Bearcat	Keiser	Tennant Caterpijlr						
lear	2003	2017	2003	2012	2012	2013	2013	2015	2015	2015	2015	2017	2017	2020	2020	2320	2020	1999	2016 2020
Equipment MG Tarks	20-02	90-0 3	50-12	50-18	50-19	50-20	5021	50-22	50-23	50-24	50-25	5026	10-27	<u>56–28</u>	s0-29	50-36	40 − 37	JC40	3weepers 10-02 10-04

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Key Personnel Available for this Contract

Name & Title	Experience & Background
Richard Goodick President of Operations 95 Hornbeam Road Duxbury, MA 02332	40 years pavement maintenance experience; including extensive experience on major pavement maintenance contracts for Mass. Highway Department, Massport, and various municipalities.
April Durant Treasurer 61 Surrey Drive Cohasset, MA 02025	 6/2018 – Present, Controller/IT Manager. Over 34 years of administrative, insurance, bonding and financial experience with Sealcoating, Inc. Extensive knowledge of pavement maintenance industry, including broad knowledge of insurance and bonding requirements. Ms. Durant came on as a contract administrator for Sealcoating, Inc. in 1987. Over the past 30 years she has advanced to her present position of Controller/IT Manager. Ms. Durant holds a Bachelor of Arts degree from Bates College and a Master of Science in Accountancy from Bentley College.
Robert Goodick Superintendent 112 Forest Street S. Weymouth, MA 02190	In 1986 began work at Sealcoating, Inc. as a laborer on a crack sealing crew as well as a slurry crew. In 2000 appointed Superintendent of Sealcoating, Inc. Over 35 years of experience on major maintenance contracts for Mass. Highway Dept., Massport, and various municipalities
Kristie Lamb Clerk/Secretary 52 Bog View Road Kingston, MA 02364	12 years of administrative experience with Scalcoating Inc bda indus, a pavement maintenance contractor, with broad knowledge of the industry. She has a bachelor's degree in psychology from the University of New Hampshire. She started her career as an AP administrator and currently holds the title of Office/AP manager.

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BID BOND									
Conforms with The American Institute of Architects, A.I.A. Document No. A-310									
KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc. DI	BA indus								
825 Granite Street, Braintree, Massachusetts 02184									
	as Principal, hereinafter called the Principal,								
and the Fidelity and Deposit Company of Maryland									
of 100 High Street - Suite 1400, Boston, MA 02110	, a corporation duly organized under								
the laws of the State of, as Sure	ty, hereinafter called the Surety, are held and firmly bound unto								
Town of Hooksett, New Hampshire	as Obligee, hereinafter called the Obligee,								
in the sum of 5% of Bid Amount									
Dollars (§ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.									
WHEREAS, the Principal has submitted a bid for 2023 Roadway Crack Sealing Bid #23-07									
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal accordance with the terms of such bid, and give such bond or bonds as good and sufficient surety for the faithful performance of such Contract the prosecution thereof, or in the event of the failure of the Principal to e shall pay to the Obligee the difference not to exceed the penalty hereof b for which the Obligee may in good faith contract with another party to p be null and void, otherwise to remain in full force and effect.	s may be specified in the bidding or Contract Documents with and for the prompt payment of labor and material furnished in nter such Contract and give such bond or bonds, if the Principal etween the amount specified in said bid and such larger amount								
Signed and sealed this 28th day of	March , 2023								
Tatuan F. Di Carje Witness	Sealcoating Inc. DBA indus (Scal) Principal Richard L. Goodick, President								
Sarah Cleffed Witness	Fidelity and Deposit Company of Maryland By Christina D. Hickey								

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY

COLONIAL AMERICAN CASUALITY AND SURE IY COMPANY SIDELITY AND DEPOSIT COMPANY OF MARYLAND

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Marray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side

hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Frank J. SMITH, Ellen J. YOUNG, Donna M. ROBIE, Christina D. HICKEY, Tara L. CLIFFORD, of Natick. Massachusetts, Each, its

true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surely, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding apen said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed, and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of

the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the sold Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of October, A.D. 2020.



By: Robert D. Murray Vice President

Dawn Ethorn -

By: Down E. Brown

Secretary

State of Maryland

County of Baltimore

On this 14th day of October, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified. Robert D. Murray, Vice President and Dawn E. Brown, Scoretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding unstrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Companies as use officer as such officer will be the said comparies, and use and subscribed to the said instrument are the Corporate Seals of said Comparies, and that the said Corporate Seals and the signature as such officer duly afficed and subscribed to the said instrument by the authority and direction of the said Corporate Seals and

IN TESTIMONY WHEREOF. Howe hereunto set my hand and affixed my Official Seal the day and year first above written



Constance a. Dum

Constance A. Dunn, Netary Public My Commission Expires: July 9, 2023

Town of Hooksett



Prepared by: DEPARTMENT OF PUBLIC WORKS 35 MAIN STREET HOOKSETT, NH 03106 (603) 485-8471

REQUEST FOR BIDS

HOOKSETT 2023 ROADWAY CRACK SEALING PROJECT Bid #23-07

Acceptance Date: 2:00 PM, Tuesday, March 28, 2023

Sealed bid proposals, plainly marked, "Hooksett 2023 Roadway Crack Sealing Project Bid <u>#23-07</u>" on the outside of the mailing envelope as well as the sealed bid envelope, addressed to: Town Administrator, Administration Department – Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until **Tuesday, March 28, 2023 at 2:00 pm** when all bids will be publicly opened and read aloud.

This bid is for: Crack Sealing of roadways, not to exceed 6,000 gallons of sealant.

Bid packages may be obtained from the town's web site: <u>www.hooksett.org</u>, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

HOOKSETT 2023 ROADWAY CRACK SEALING PROJECT Bid #23-07

Contract Documents – Town of Hooksett 2023 Roadway CRACK SEALING Project

Introduction

The Town of Hooksett is seeking bids to perform roadway improvements consisting of crack sealing on multiple roadways throughout the Town.

Scope of Work

This bid is for: Crack Sealing on multiple roadways throughout the Town; attached list is priority ranking descending from highest priority to lowest priority. All traffic control measures required included in this scope of work.

Contract Requirements:

A typical Standard Contract is attached to this Request for Bids. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. The Town will retain 10% of the contract amount until after final contract is completed and a certified list of all streets completed along with the quantity of crack seal applied per street is provided to the Town. The bidder shall provide a construction schedule and attend a preconstruction meeting prior to the start of the project. A preliminary schedule shall be included as part of the bid submittal.

The Contractor will be responsible to provide a detailed approach to complete the project including the staging area as part of the contract. The Town Department of Public Works yard is available for staging with the condition that the Contractor coordinates with DPW and does not interfere with normal daily DPW operations.

The Town of Hooksett, Department of Public Works will oversee the proposals and construction of the project.

Vendor Qualifications

The Bidder shall list qualifications and financial stability and references on similar projects.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh the following in making a determination which bid to award which will be in the best interests of the TOWN:

- 1. Vendor's qualifications
- 2. Municipal experience
- 3. Pricing
- 4. Delivery of services

Bids shall be valid for a 60 day period after date of the bid opening. It is expected that a contract award will be made within 30 days of submission date depending upon funding availability and whatever is in the best interest of the Town.

Construction Schedule and Completion

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

The crack sealing shall be complete by June 30, 2023.

Construction work shall be limited to Monday to Friday, 7:00 am to 5:00 pm excluding holidays. Note: the earliest time that the contractor shall be able to start work shall be 7:00 am which shall be enforced by the Town.

Submission

Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP "Bid 23-07 Hooksett 2023 Roadway Crack Sealing **Project**". Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals maybe either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Town Administrator.

Inquiries

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed Ben Berthiaume, Director of Public Works, BBerthiaume@hooksett.org.

Competition

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than seven (7) days prior to the proposal acceptance date.

Reservation of Rights

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear and concise, including such other information as requested or required.

<u>Insurance</u>

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as <u>additional insured</u>. The following standard insurance shall be required:

Umbrella Insurance Coverage Per Occurrence	\$1,000,000
Commercial General Liability Insurance	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence)	\$1,000,000
Workers Compensation/Employers Liability Ins Bodily Injury by Accident Each Accident	urance
(Coverage B – Employer's Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee	
(Coverage A – Statutory)	\$500,000

Items Addressed

The bid should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

- a) Name, address, telephone number, fax number and e-mail address of the company
- b) Three (3) copies of the proposal must be submitted
- c) Name of contact person and telephone number for purposes of following up on proposal.
- d) Narrative including the qualifications of the company and municipal experience.
- e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.

Submission

The proposal container must be completely and properly identified. The face of the container shall be marked "**Hooksett 2023 Roadway Crack Sealing Project Bid #23-07**".

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Town Administrator

LATE BIDS WILL NOT BE ACCEPTED

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Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED (PCRM) ASPHALT COMPOUND WITH REINFORCING FIBERS

1. Description

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary.

2. Material

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

- a) The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
 - The binder will meet PG 64-28E requirements after modification including:
 - PG grade requirements of AASHTO M320
 - Requirements of AASHTO TP70/MP19
 - Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
 - The asphalt supplier shall provide testing for both the neat and modified asphalt binders
 - See below for typical modified test results for 64-28E with crumb rubber:

DSR ORIGINAL

• kPa >1.00 @ 64° C. Fail temp = 76+° C

DSR RTFO

• kPa >2.20 @ 64° C. Fail temp = 76+° C

<u>MSCR</u>

- JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C
- R3200 (Average % Recovery): >70%

DSR PAV

• kPa <6000 @ 64° C

<u>BBR</u>

• Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

b) **The fiber reinforcing materials** shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475°F (246°C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

- ** Subject to Normal Variations
- c) Modifying Compound: The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

3. Equipment

Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Owner, and maintained in a satisfactory working condition at all times.

- a) Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- b) **Broom or Sweeper:** Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.
- c) Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F, and must be capable of pumping an 8% fiber content blend.

4. Preparation of Cracks

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

- a) Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000°F and 3,000' feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed
- b) **General:** No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present; or when the ambient temperature is below 25°F.

5. Preparation and Placement of Sealant

- a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the Contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter kettle during the work day under any circumstances. Minimum application temperature shall be 320°F.
- b) Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5" inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3" inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up at no additional cost to the Owner.

6. Workmanship

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Owner.

7. Performance

- a) It is the intention of the Owner not to award a contract for this work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract. The Owner reserves the right to reject this or any other proposal, or to award the contract as is deemed to be in the best interest of said Owner.
- b) Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. <u>Penalties will be imposed upon the Contractor</u> for overbanding beyond three inches (3").
- c) The Contractor must submit the following with his bid proposal:
 - A list of six (6) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers specified herein,

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

giving the name and address of these projects so they can be investigated prior to the award of the contract.

- The trade name of the crack sealant the contractor intends to use.
- The manufacturer of the crack sealant the contractor intends to use.
- d) The Town may require the Contractor to successfully perform a 200' foot test strip in the field prior to commencing work under the contract.
- e) The Contractor shall provide the Shop Drawing of the Manufacturer's certificate of material compliance furnished to the Town of Hooksett prior to the Pre-Construction meeting certifying conformance to the above material specifications, including the following:
 - Performance Grade of Unmodified Asphalt: <u>PG 64-28S</u> (standard)
 - AASHTO M-320, Table 1
 - 7% chemically-modified crumb rubber (CMCR)
 - o Composed of 100% 80-mesh recycled tire rubber
 - 3-4% specially formulated polymer package
 - Performance Grade of Modified Asphalt: <u>PG 64-28E</u> (able to withstand "extremely heavy" traffic loads)
 - AASHTO M-320, Table 1
 - o "E" Jnr 3.2 kPa @ 64ºC: **<0.5%**
 - R3200 (Average % Recovery) @ 3.200 kPa: >70%
 - 8% polyester reinforcing fibers

8. Traffic Control

The cost of flaggers and police details will be paid at the unit bid price. The Contractor will coordinate detail assignments. The Contractor will not be reimbursed for police detail expenses incurred due to failure to cancel or cancelling without the required notice.

9. Method of Award

To ensure contractor accountability, the Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

10. Measurement and Payment

The quantity to be measured for payment will be the number of gallons of crack sealing actually applied, and this quantity shall be determined and verified daily. The accepted

quantity of crack sealing will be paid for at the contract unit price per gallon of the type specified in the proposal, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment and incidentals for the satisfactory completion of this item.

11. Asphalt Pricing and Price Adjustments

a) Asphalt Price Adjustments: Contractor's bid prices shall be based upon the current State DOT asphalt cement index posted exactly two (2) weeks prior to the due date for receipt of bids ("Bid Index"). If the posted State DOT asphalt cement index in place when the work is performed differs by more than 5% from the Bid Index, then contractor's invoices shall include price adjustments for the asphaltic and such adjustments shall be proportionate to the mix design asphalt content (%) of each of these materials.

LIST OF STREETS TO BE PRIORITIZED FROM FOR CRACK SEALING IN 2023: Descending from highest priority to lower priority

Road Name	Length (miles)	Width (feet)
Hackett Hill Rd	3.69	26
Cross Rd	0.91	22
Goffstown Rd	1.26	22
Mountain View	0.23	28
Quimby Mountain Rd	0.26	36
Pearl Dr	0.31	25
Briar Ct	0.29	26
Viewpoint Rd	0.25	25
Hilltop Circle	0.15	26
Brown Rd	0.18	26
Saw Hill Rd	0.52	26
Grandview Rd	0.21	30
Lindsay Rd	1.06	28
Auburn Rd	1.09	22
Farmer Rd	1.31	23
Joanne Dr	0.82	26
Morrill Rd	0.83	22
Laurel Rd	0.57	28
Evelyn St	0.62	27
Alderwood Ct	0.28	22

Hooksett 2020 Roadway Crack Sealing Project Bid 23-07

Bid Sheet of Unit Prices

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

UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
Gallons	6,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers per gallon		
Hours	120	Flaggers		
Hours	20	Uniformed Officer with Vehicle	\$92.00	\$1,840.00
Each	1	Construction Contingency Allowance (as ordered by Town)	\$2,500.00	\$2,500.00

BID AMOUNT: _____

(NUMERALS)

BID AMOUNT: _____

(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED:

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Print Representative's Name and Title

Signature

Address / Street-City-Zip Code

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

In Re: Project: #23-07 Hooksett 2023 Roadway Crack Sealing Project

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this _____th day of ______ 2023 by and between the Town of Hooksett, NH hereinafter designated TOWN, and _______herein after designated CONTRACTOR, as follows:

1. **SCOPE OF WORK**. CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled "Bid #23-07 Hooksett 2023 Roadway Crack Sealing Project" between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the RFP's proposed Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract. A pre-construction meeting shall be held at the Town Department of Public Works to review the proposed crack sealing schedule by street and to discuss the Contractor's approach with regards to traffic control.

4. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers' Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

5. **PRICE AND PAYMENT.** TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of

§______. Progress payments on this Contract will be made once a month, based upon the Contractor's estimate of the percentage of the Contract performed,

6. **EXTRA WORK.** No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

7. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN.

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

8. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

9. **INDEMNITY.** To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORs, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

10. ASSIGNMENT. CONTRACTOR may not assign this Contract.

11. SAFETY. CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTOR is to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsibility for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury of illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

12. INSURANCE AND LICENSE INFO:

Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects to contract agreements. The policy shall include "Continued Products and Completed Coverage" to remain in force for 2 years following completion of the construction.

The CONTRACTOR shall sign the Contract Insurance Requirements form with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

Umbrella Insurance Coverage	\$1,000,000 Per Occurrence
Commercial General Liability Insurance	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit \$2,00	00,000
Personal and Advertising Limit	\$1,000,000
Workers Compensation/Employers Liability Insuranc	e
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Aggregate Limit

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos) Bodily Injury and Property Damage Liability Combined Single Limit \$1,000,000 Each Accident

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE CONTRACTOR's License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

\$500,000 Each Employee

13. **PAYMENT TERMS**: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraphs #'s 5 and 12. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. <u>No faxed invoices will be accepted.</u>

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

14. WORK **TIME FRAMES**: The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started as soon as weather permits and shall be completed by June 30, 2023. Work shall be performed Monday to Friday, 7 am to 5 pm only, excluding holidays. Note: work prior to 7:00 am will not be permitted. Weekend work shall not be permitted.

Bodily Injury by Disease

15. **ATTORNEY FEES**: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney's fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR:		
Ву:		
Title:	Date	
Address:		
Telephone #:	Fax#:	_Mobile#:
Town of Hooksett, NH, 35	Main Street 03106	
Ву:		
Title: Town Administrato	or Date:	

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project

Town of Hooksett



Prepared by: DEPARTMENT OF PUBLIC WORKS 35 MAIN STREET HOOKSETT, NH 03106 (603) 485-8471

REQUEST FOR BIDS

HOOKSETT 2023 ROADWAY CRACK SEALING PROJECT Bid #23-07

Acceptance Date: 2:00 PM, Tuesday, March 28, 2023

Sealed bid proposals, plainly marked, "Hooksett 2023 Roadway Crack Sealing Project Bid #23-07" on the outside of the mailing envelope as well as the sealed bid envelope, addressed to: Town Administrator, Administration Department -- Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until Tuesday, March 28, 2923 at 2:00 pm when all bids will be publicly opened and read aloud.

This bid is for: Crack Sealing of roadways, not to exceed 6 000 gallons of sealant,

Bid packages may be obtained from the town's web site: <u>www.hooksett.org</u>, or by contacting the Administration Department at the above address or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

Hooksett 2020 Roadway Crack Sealing Project Bid 23-07

Bid Sheet of Unit Prices

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

UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
Gallons	6,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers per gallon	\$11.19	\$67,140.
Hours	120	Flaggers	\$1.00	\$120.00
Hours	20	Uniformed Officer with Vehicle	\$92.00	\$1,840.00
Each	1	Construction Contingency Allowance (as ordered by Town)	\$2,500.00	\$2,500 00

71,600.00

(NUME	ERAL	S)

BID AMOUNT: ______ SEVENILY ONE THOUSAND SIX HUNDRED 00/100

(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: SUPERIOR SEALCOAT INC

(f)	LEASE PRINT BIDDE	R/CONTRACTOR'S NAME)	
ROBERI VIIA, PRESI	DENI	ZA	, PRESIDENI
Print Representative's Name and Title	<u> </u>	Signature	
236 ANDOVER SIREE1	WILMINGION,	MA 01887	
Address / Street-City-Zip Code			
978-988-5555	INFOASUPER	IORSEALCOAL.COM	

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Bid # 23-07 Hooksett 2023 Roadway Crack Sealing Project



236 Andover Street • Wilmington, Massachusetts 01887 (978) 988-5555 • Fax: (978) 988 9221

Town of Burlington 25 Center Street Burlington, Ma 01803

Thomas Hayes 781-270-1644

Town of Andover 397 Lowell Street Andover, Ma 01810

Town of Weston 190 Boston Post Road Weston, Ma 02493

Town of Groveland 183 Main Street Groveland, Ma 01834

Town of Chelmsford 54 Richardson Road Chelmsford, Ma 01863

Town of Westford 55 Main Street Westford, Ma 01386

Town of Boxford 7 Spofford Road Boxford, Ma 01921 Chris Cronan 978-623-8426

Richard Sullivan 781-529-0117

Robert Arakelian 978-372-0840

John Long 478-250-5270

Richard Barrett 978-692-5520

John Dold 978-352-6555

BID BOND

THE MAIN STREET AMERICA GROUP

NGM Insurance Company

55 West Street

Keene, NH 03431

SURETY: (Name, legal status and principal place of business)



CONTRACTOR: (Name, legal status and address) Superior Sealcoat, Inc 236 Andover Street Wilmington, MA 01887

OWNER: (Name, legal status and address) Town of Hookset, NH

BOND AMOUNT: 5%

PROJECT: (Name, location or address, and Project number, if any) Crack Sealing Various Roadways

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of March	, 2023 .	
	SUPERIOR SEALCOAT INC	
	PRESIDEN	11
	(Principal) PRESIDEN'I	(Seal)
(Witness)	(Title)	UNA COUNDED E
	NGM Insurance Company Olysha Pavatori (Surety)	2 1923 ¥
(Witness) Myerry	Alysha Lavatori (Title)	Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310, 2010

68-9008 03/2015

NGM INSURANCE COMPANY

POWER OF ATTORNEY

06-03096513

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint George Doherty III, Beth McDonough, Kenneth E Doucette, Denise Donohue, Alysha Lavatori, Deidre Kittredge ------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimbuly K. Law

Kimberly K. Law Vice President, General Counsel and Secretary



County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loak Pente

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

__day of

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646. TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Town Council **STAFF REPORT**



To:Town CouncilTitle:Proposed Amendment to Roadway Excavation Ordinance # 00-13Meeting:Town Council - 12 Apr 2023Department:Public WorksStaff Contact:Ben Berthiaume, Public Works Director

BACKGROUND INFORMATION:

Amendment to the current Roadway Excavation Ordinance #00-13 is being proposed to correct and update the ordinance.

FINANCIAL IMPACT: None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

To schedule a Public Hearing at the next Town Council meeting to discuss the proposed amendments to the current Roadway Excavation Ordinance #00-13.

SUGGESTED MOTION:

Motion to schedule a Public Hearing at the next Town Council meeting to discuss the proposed amendments to the current Roadway Excavation Ordinance #00-13.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion

ATTACHMENTS:

EXCAVATION Ordinance amend

ROADWAY EXCAVATION ORDINANCE # 00-13

To see if Town will adopt the following ordinance requiring a permit and bond as a precondition to excavating in public roadway.

Be it ordained, by the Hooksett Town Council as follows:

ROADWAY EXCAVATION PERMITS

- A. No person shall make or cause any excavation within the right-of-way of any public street without first obtaining an excavation permit from the <u>Town of Hooksett Department</u> <u>of Public Works Board of Selectmen or its designee (hereinafter called the Enforcement</u> <u>Authority)</u> as provided in this ordinance.
- B. Application for an excavation permit shall be made two working days (at least 48 hours) prior to the start of work on a form provided by the Enforcement AuthorityDepartment of Public Works.
- C. Upon application, the applicant shall pay a fee of \$25.00100.00 to the Town.
- D. <u>The Enforcement AuthorityDepartment of Public Works</u> shall not issue such excavation permit unless:
 - the applicant <u>shall</u> posts a bond to the order of the Town by means of cash, certified check or corporate surety licensed by the New Hampshire Insurance Department to provide against the failure of the applicant to complete the excavation as per permit. Unless, in the opinion of the <u>Enforcement AuthorityTown Engineer</u> and because of special conditions, a bond in a greater amount is required, such bond shall be in the sum of \$30.00 per linear foot of excavation5,000 for a period of 30 months.
 - 2. the applicant shall establish an escrow account for the Town Engineer's inspection fees. Unless, in the opinion of the Town Engineer and because of special conditions, a lesser/greater escrow amount is required, such escrow shall be in the sum of \$800.00.
 - 2.3. the applicant shall have obtained the written consent on the application from the superintendent or authority representative of any municipal utility Town of Hooksett's Police Department, Fire Department, Sewer Department and Water Department which has mains or other underground structures in the vicinity to which the permit pertains.
 - 3. the applicant shall verify that it has given notice if intention to excavate to every other utility which has main or other underground structures in the vicinity to which the permit pertain.
 - the applicant shall submit with his permit form, a suitable traffic maintenance plan and shall verify that it has arranged for any police traffic control, traffic control devices and warning lights as shall be deemed necessary by the Enforcement <u>AuthorityPolice and/or Fire departments</u>.

- 5. except in emergency and with proper provisions for warning lights, no excavation in a Town street right-of-way shall be open earlier than 7:30 am nor closed later than dusk or 5:00 pm, whichever is earlier.
- 6. in the case of emergency, a municipal or public utility may excavate within the rightof-way of a public street without prior application provided it gives notice to the Enforcement AuthorityDepartment of Public Works and to the superintendents of any affected municipal utilities as soon as practicable but, in any case, before closing the excavation.
- any violation of this ordinance shall be punishable by a fine not to exceed \$1,000.00.
 Each day a violation continues shall be deemed a separate offense. Efines assessed hereunder shall be payable to the Town for the benefit of the general fund.

ADOPTED: 03/02/88 AMENDED:

I

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Town Council **STAFF REPORT**



To:Town CouncilTitle:Town Council AttendanceMeeting:Town Council - 12 Apr 2023Department:AdministrationStaff Contact:Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

Town Charter Section 3.2 Qualifications of Councilors

"Only voters who at all times during their term of office are and remain residents of the Town shall be eligible to hold the office of Councilor. Eligible candidates will be registered voters and will have resided in Hooksett for at least one year immediately before the election. Councilors elected from districts must be legal residents of that district at the time of election. If a Councilor shall move from his/her said district and shall remain a resident of the Town, he/she shall remain the elected district's Councilor until the next election. The Council is the sole judge of qualification for office. A majority of the Council may after investigation and hearing declare a vacancy if a member is ultimately convicted of a violation of the Town Charter. Council may also declare a vacancy if a member has missed three (3) regularly scheduled meetings in sequence, or has missed one quarter (1/4) of all meetings within one (1) calendar year, or has interfered with Administration, or falsified records, misapplied Town funds or property, or has been ultimately convicted of a Federal or State crime as a felon."

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

Town Council last voted to vacate a Town Council seat was on March 22, 2022. Councilor Jone's seat was vacated due to successive absences due to health reasons. Council voted 5-3-1 to vacate Councilor Jone's seat on the Council.

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Town of Hooksett **Town Council Meeting Minutes** Wednesday, March 22, 2023

- 1
- 2 The Hooksett Town Council met on Wednesday, March 22, 2023, at 6:00 in the Hooksett Municipal 3 Building. 4 5 **CALL TO ORDER** 6 Chair Sullivan called the meeting of 22 Mar 2023 to order at (6:03) pm. 7 8 **PROOF OF POSTING** 9 Human Resource Coordinator Donna Fitzpatrick provided proof of posting. 10 11 ROLL CALL In Attendance: Councilor James Sullivan, Councilor Timothy Tsantoulis, Councilor Alex Walczyk, 12 13 Councilor Randall Lapierre, Councilor David Boutin, and Councilor John Durand, Councilor Roger 14 Duhaime (arrived at 6:07) 15 16 Absent: Councilor David Ross, Councilor Keith Judge 17 18 PLEDGE OF ALLEGIANCE- those able stood for the pledge of allegiance. 19 20 AGENDA OVERVIEW- Given by J. Sullivan. 21 22 PUBLIC INPUT - 15 MINUTES- None 23 24 SCHEDULED APPOINTMENTS 25 26 9.1 Granite State YMCA/ YMCA of Downtown Manchester MOU with Town of Hooksett/SAU 15-27 Karen Provost, Hooksett Camp Director 28 29 A. Garron- In 2018, the Town of Hooksett and Granite State YMCA entered into an agreement to offer a 30 youth summer program to Hooksett residents. Previously, a similar program existed that was 31 administered directly by the Town of Hooksett and overseen by the Public Works Department. The 32 instrument to conduct this relationship was a "Memorandum of Understanding" (MOU) between the 33 involved organizations. A new MOU has been subsequently signed each year to renew the relationship. 34 35 D. Boutin motioned to authorize the Town Administrator to sign the contract with Granite YMCA 36 for the 2023 Summer Day Camp on behalf of the Council seconded by A. Walczyk. 37 38 Vote in Favor 7-0 39 40 A. Walczyk- I know there is a difference between fees for resident's vs nonresidents. 41 42 K. Provost- yes there is a resident and non-resident price. 43 44 T. Tsantoulis- since the YMCA has taken over, I hear safety has gotten better. 45 46 A. Walczyk- is the amount that Hooksett is putting forward adequate? 47

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3-22-2023

K. Provost- yes, it is adequate. We are already planning and hiring. Last year we had about 100 kids
weekly, in 2023 we are planning on 120 kids weekly. The 2023 fee will go up \$2.00, the \$20,000 budget
is to pay for Hooksett residents.

51

52 CONSENT AGENDA

53

A. Walczyk motioned to accept the consent agenda 10.1 and 10.2 as presented; seconded by D.
 Boutin.

56

57 Vote in favor 7-0

58

10.1 to accept a donation totaling \$1,500.00 from residents Monique Cote-Melendez and Pedro
 Melendez to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b, III(b) and
 return that amount to the Police Department's K9 Trust Fund.

62

10.2 Donation(s) to the Town of Hooksett for the 2023 Hooksett Employee Appreciation Luncheon per
 RSA 31:95-b III (b) and RSA 31:95-e II.

65

66 OLD BUSINESS

67

68 Town Council Goals Update- Tax Rate Planning

69

A. Garron- one of the goals we had established was increasing the fund balance at 8%. Christine will
 go over a possible strategy we have.

72

73 C. Tewksbury- we are going to be focusing on the tax rate planning goal set last fall. Balance the use of 74 (unassigned) fund balance annually to maintain a low tax rate while building the (unassigned fund) 75 balance amount to the recommended 8% or higher. In government accounting, fund balance is the 76 difference between operating assets and liabilities resulting in a surplus or a deficit. It's not cash in the 77 bank account. It is the equity that the town has in its operating budget. There are 5 categories of fund balance- non-Spendable fund balance - prepaid inventories and assets held for resale. Restricted fund 78 79 balance – externally enforceable legal restrictions. Committed fund balance – town meeting restrictions. 80 Assigned fund balance - town council restrictions. Unassigned fund balance (UFB) - residual category includes resources whose use is limited, but not for a purpose narrower than the purpose of the fund. 81 82 83 A. Walczyk- can you give me examples of what will fall into each category.

84

85 C. Tewksbury- Non- spendable is your fuel that we purchased but have not used.

86 Restricted is library equity. Committed fund is warrant articles that the town approved that we have not 87 spent. Assigned fund balance are the PO's that you encumber from the operating account, they are 88 projects you did not finish up, and unassigned fund balance is the number we talk about when setting the tax rate, this amount that sits here is calculated 1x a year and we report it to DRA in September. In 89 90 November we know we have the unassigned fund balance, and DRA sets the %. We keep unassigned 91 fund balance for 5 reasons: 1) In government finance, the retention and use of unassigned fund 92 balance assists in measuring the financial health of the chief operating fund known as the general fund. 93 2) Unassigned fund balance can be used for emergency expenditures. 3) Helps with credit rating. 4) 94 Helps with fluctuation in collection of property taxes. 5) Can be used to stabilize the tax rate. I 95 recommend - Set a minimum growth percentage. Recommend 0.5% to 1%. And if we meet that % then 96 we can Set a fixed amount of UFB to apply to tax rate. Recommendation level set at \$300,000 to \$500,000. We know that UFB as of 6/30/2022 = 5.43%. UFB must be at 5.93% before any UFB is used 97 98 to the lower tax rate. Then apply up to \$300,000 to lower rate. Anything remaining will increase to the 99 percentage held, which will be used as the starting percentage for the next year. We don't need to

TC Minutes

100 make any decisions tonight. In September 2023, the dollar amount of UFB for 6/30/2023 will be known. 101 At that time, I can run some numbers to aid the Council in determining the appropriate "minimum 102 growth percentage" and "level amount of UFB to apply to tax rate". 103 104 J. Sullivan- if we follow your advisory, we could meet that 8% in how long? 105 106 C. Tewksbury- I'd say 3 years or less. The worst case is that you apply 0 to the tax rate and \$250,000 107 would be a hit to the taxpayers. 108 109 T. Tsantoulis- thank you for explaining this. If an individual wanted to compare how we do it to other 110 towns can one find that information out? 111 112 C. Tewksbury- Yes, they could contact DRA and there are some websites out there as well that have 113 the information. 114 115 A. Walczyk- I like step 1 but I do not like step 2. I think it's better to take each year and take into consideration its one. 116 117 118 C. Tewksbury- if we had a consistent amount that we set to the tax rate every year the voters would not 119 see an influx or reduction. It would stay more consistent. I would set it lower. 120 121 A. Garron- there is a variety of scenarios that we can apply. The closer to the funding level that we 122 have already set, is more attainable. 123 124 R. Duhaime- what is the average property value increase every year. 125 126 C. Tewksbury- I do not know that would be the assessor. 127 128 **NEW BUSINESS** 129 130 14.1 Town Personnel Plan Updates Salaried exempt employees use of leave time for workweeks with less than 40 hours worked. 131 132 133 T. Tsantoulis motioned to approve the amendments to the Town Personnel Plan to add 134 statement "Salaried exempt employees must use the appropriate leave(s) (sick, vacation, holiday and/or personal time) for workweeks with less than 40 hours worked." to the following 135 136 sections: 1) Policy on Hours of Work for Salaried Exempt Employees, 2) Vacation Leave and 3) 137 Sick Leave; seconded by A. Walczyk. 138 139 Vote in favor 6-0 140 141 A. Walczyk- what is the problem here? 142 143 A. Garron- it is to be consistent with all union and non-union contracts. 144 145 A. Walczyk- because if the outcome of the negotiations we are putting all the pieces together and being 146 consistent. 147 148 A. Garron- we are trying to put all policies that are consistent and so there is no past practice to rely on, 149 and it is clear because it is written. 150

TC Minutes

3-22-2023

3

151	APPROVAL OF MINUTES
152	
153	T. Tsantoulis motioned to approve the public minutes of March 8, 2023; seconded by D. Boutin.
154	
155	Amend line 90 to be "nicer park."
156	Line 249 & 253 D. Boutin not R. Lapierre
157	
158	Vote in favor 6-0
159	
160	T. Tsantoulis motioned to approve the non-public minutes of March 8, 2023; seconded by R.
161	Lapierre.
162	
163	Vote in Favor 6-0
164	
165	TOWN ADMINISTRATOR'S REPORT- As presented by A. Garron.
166	TOWN ADMINISTRATOR S REFORT AS presented by A. Ganon.
167	March 28, 2023, Election Day at Cawley Middle School- the Town election was postponed due
168	 March 28, 2023, Election Day at Cawley Middle School- the Town election was postponed due to the storm. It will be next Tuesday.
169	 Fellowship Church Easter Egg Hunt- the easter egg hunt being put on by the Fellowship Church
170	and that is on April 8 th at Donati Field at 10:30 am.
171	 FD and PD IT priority projects-Budget Transfer from FD to Admin- the 3 IT projects coming up
172	the server is at capacity, but we did find a cost effective solution, by consolidating them into one
173	server. These are priority items and need to be addressed.
174	Five proposals received in response to Hooksett/NHDOT QBS Advertisement for Hackett
175	Hill/Rt.3A/Main Street project- in a couple of weeks we will hold interviews for all 5, and I extend
176	the invitation to all councilors who want to attend. We have a scoring sheet for each proposal.
177	• Council scheduled attendance remains as assigned on March 14, 2023 for the March 28 th Town
178	Meeting.
179	TA Goals update:
180	 Town Owned Land Project-Phase one is currently scheduled for April.
181	 Solar Project- Solar Team currently reviewing responses to the RFP.
182	Master Plan Adoption- Planning Board will be discussing a draft of the Master Plan at its April
183	meeting.
184	 College Park development plans- No new information on this project
185	
186	INFORMATIONAL ITEMS AND CORRESPONDENCE
187	
188	J. Sullivan read the following letters into the record as requested.
189	
190	Dear Hooksett Town Council members- I am writing to you about the garage and land at the beginning
191	of Edgewater Drive. The Town currently owns it due to back taxes, and is considering selling it at
192	auction. If you visit that piece of property, you will see that Edgewater Drive is narrow as you drive
193	down the hill to the railroad tracks. Right now you have the property at such a reasonable cost or
194	basically at no cost. If this road would ever need improvement, widening, or utilities, run down the road,
195	such as sewer or water you will be left with few options to complete improvements. As a property owner
196	on Edgewater Drive, I would highly encourage the town to retain this property. Looking at what the
197	potential price tag would be at auction I believe it could become irreplaceable and extremely expensive
198	if you had to purchase it in the future.
199	Ken Scarpetti.
200	
201	To Town Council Chairman James Sullivan

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202 I am writing this letter on behalf of the following families: Felch, Holt, Murray, Dickson, Duhaime, Roy, 203 Vallee, Phillips, Carroll, Yianakopolos, MacEackern, McAndrews, L'Heureux, Robie. They would like to 204 thank the town of Hooksett for replacing the signs and posts at Donati Field that they purchased for 205 their loved ones. Some of the other families replaced the signs and posts with their own money. Those 206 families were the Hebert, Hemeon, Bulger, St.Germain and St. Pierre. James, I don't know if you 207 remember the Parks and recreation Department starting this program in the early 1990's. The people 208 could sit in the parking lor or on top of the hill to watch the kids play ball. It was a nice program that 209 worked out very well. They could sit under the trees with plenty of shade and watch the kids play. There 210 are 2 people that need to be recognized for this project getting started and completed. They are Andy 211 Janosz of the Hooksett parks and Rec advisory Board and Phil Arnone, the Parks n Rec Foreman. 212 After many months of meeting and trying to find the money, they got the project completed this past fall. 213 It was so nice to see these 2 gentlemen remember the old people of the town of Hooksett and ensure 214 that they are remembered and not forgotten. Dale Hemeon

215

216

217 Dear Chairman Sullivan,

218

219 This letter is to request that the Town Council revoke the appointment of Councilor David Boutin to the 220 Planning board. His behavior at the Planning Board meetings has been unprofessional, argumentative, 221 and incredibly rude to the Chair, other Board members, and to applicants, and citizens of Hooksett 222 expect from elected and appointed officials. Councilor Boutin's comments to the Town Planner on his 223 resignation "the town is fortunate that you are leaving. You will not be missed." Are so unprofessional 224 and just rude. His actions have been a huge detriment to the functioning of the Planning Board and an 225 embarrassment to the citizens of Hooksett, especially those who volunteer to try to continue to move 226 Hooksett forward. Please consider this request as soon as possible and appoint a councilor to the 227 planning Board that will bring seriousness to this important town board. The citizens of Hooksett, other 228 volunteers and prospective applicants deserve this.

229 Christopher Stelmach- Vice Chairman Hooksett Planning Board

230

231 J. Sullivan- With that being said Mr. Boutin, I encourage you to reflect on what they said, be a little more 232 professional and little more cooperative, and improve on their perceptions, and if the council wants to 233 handle it a different way, please let me know.

234

235 T. Tsantoulis- The unfortunate reality is that the members of the PB signed that letter, and they felt 236 strongly to sign and send that letter to the Town Administrator. To me that is a sign of no confidence in 237 the ability of one individual and I find it somewhat troubling as a volunteer or voted official. I suspect 238 that if I were in that same position I would handle that differently, and perhaps Mr. Boutin will want to reflect on his choice to continue or not on the PB. I don't think there is room to remove someone. I think 239 240 it is something that an individual should do if he so chooses.

241

242 SUB-COMMITTEE REPORTS

243 ARPA Sub-committee – Councilor Lapierre will work with Administration to schedule their 1st meeting 244 for Friday, March 31^{st.}

245 ZBA – Councilor Duhaime commented that the 3/14 meeting cancelled due to snowstorm and

246 applicant(s) postponed month out. One applicant was already postponed from February and now

postponed again. ZBA should look at scheduling a "special meeting" earlier than a month out - costing 247 248 applicant money and time.

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Hooksett Youth Achiever – Councilor Tsantoulis stated has not received a nomination in a while and is
 seeking nominations. Chair Sullivan suggested a letter be sent to the Hooksett SAU Superintendent

251 seeking nominations.

252 Conservation Committee – Councilor Walczyk informed that ConCom reached out to NH Fish & Game 253 regarding Head's Pond complaints of shooting noises. Fish & Game advised to get on video & then

they may be able to take action. Walczyk researched purchasing a trail/wildlife camera.

255 PUBLIC INPUT

256 Sheena Gilbert, Planning Board Alternate- Hoping this Council takes further review of Planning Board 257 letter. As much as Mr. Boutin has to add, Mr. Boutin is a challenge vs. an asset to the Planning Board. I 258 also want to remind you all that just about every member of the Planning Board did sign that letter. Mr. 259 Boutin is problematic at the Planning Board meetings & Town Council meetings. If you were to review 260 any meeting, then you would see why. I think this needs more than a brief discussion, I think it is 261 something the Board needs to take into further consideration. I understand that conflict is difficult and 262 no one wants to point it out, but this is problematic. You are problematic in these meetings as well and 263 it's unfortunate that we have to have these conversations. My question to you is why you are a part of 264 these things; I'd love to see all of that skill that you have to come to light again.

265 NON-PUBLIC SESSION NH RSA 91-A:3 II

266

J. Sullivan motioned to enter NON-PUBLIC SESSION NH RSA 91-A:3 II E; seconded by T. Tsantoulis.

269

(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or
filed by or against the public body or any subdivision thereof, or by or against any member thereof
because of his or her membership in such public body, until the claim or litigation has been fully
adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with anybody
or board shall not constitute a threatened or filed litigation against any public body for the purposes of
this subparagraph.

276

277 Roll Call Vote #2

- 278 R. Duhaime Aye
- 279 J. Durand Aye
- 280 **D. Ross NP**
- 281 R. Lapierre Aye
- 282 A. Walczyk Aye
- 283 D. Boutin Aye
- 284 K. Judge NP
- 285 T. Tsantoulis Aye
- 286 J. Sullivan Aye
- 287
- 288 Vote 7-0
- 289
- J. Sullivan motioned to leave non-public session of March 22, 2023, at 7:41 pm; seconded by D.
 Boutin.
- 292
- 293 Vote in favor 7-0
- 294
- J. Sullivan motioned to seal the minutes of March 22, 2023; seconded by R. Lapierre.

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6

296	Roll Call Vote #3
297	D. Boutin Aye
298	D. Ross NP
299	A. Walczyk Aye
300	J. Durand Aye
301	R. Duhaime Aye
302	T. Tsantoulis Aye
303	R. Lapierre Aye
304	K. Judge NP
305	J. Sullivan Aye
306	
307	Vote in favor 7-0
308	
309	ADJOURNMENT
310	
311	J. Sullivan motioned to adjourn the meeting at 7:42 pm. Seconded by D. Boutin.
312	
313	All in favor 7-0
314	Description of the sector of the sector of
315	Respectfully submitted,
316 317	
	Alícía Jípson
318	
319	Alicia Jipson
320	Recording Clerk

3-22-2023