

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, November 25, 2013

HELD: Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

The Select Board reserves the right to make changes as deemed necessary during the meeting. Please limit your speaking time to 15 minutes.

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **Adam Geddis, Eagle Scout Project**
Request permission to put up an Overview Map and directional signs for trails starting at Little River Park.
4. **Shirley Walker, Senior Advisory Committee Co-Chairperson – Update**
Present an update on programs and request funds for mailing for brochure.
5. **Bill Humm, Conservation Commission Chairman – Ronald Kennard Property Update**
Continue the discussion on whether to purchase an easement or to purchase Mr. Kennard's property outright and present as a Warrant Article for 2014.
6. **Katrinka Pellechia, Library Building Committee Chairperson – Library Building Community Center Update**
Update the Board on the latest floor plan and budget for the new Library and request approval to move forward with a scoping meeting with NH DOT to discuss the placement of the entrance from 155.
7. **Milestone Construction Representative - Library Building Community Center Update**
Milestone Construction Representative will be present to field questions from the Board.
8. **Roger Rice, Transfer Station Manager – New Solid Waste Ordinance**
Continuing review of the new Solid Waste Ordinance for 2014 Warrant Article
9. **Town Administrator's Report**
 - Bond Counsel Services for Library Bond
 - Revised General Assistance Guidelines
 - Miscellaneous
10. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

SIGNATURES REQUIRED

Local River Management Advisory Committee Nominee Form
Oyster River Cooperative School District Release Form
Vacation Request – Randy Stevens
Pay in Lieu of Vacation – Warren Hatch

INFORMATION ONLY

Rumble Strip Installation Guidelines

11. **Acceptance of Minutes – Minutes and Non Public Minutes from November 12, 2013**
12. **Acceptance of Manifest #10 and Weeks Payroll Ending November 24, 2013**
13. **Miscellaneous/Unfinished Business**
14. **Non-Public**
 - a. **RSA 91-A:3 II (a) – PD Personnel Issue**
15. **Adjournment**

Posted: Town Hall, Public Safety Complex, Transfer Station, Public Library and on leenh.org on Nov 22, 2013 at 12:00 pm

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



TOWN of LEE
 7 MAST RD, LEE, NH 03861
 (603) 659-5414
 Email: dduval@leenh.org

Office Use Only
Meeting Date: <u>11/25/13</u>
Agenda Item No. <u>4</u>

BOARD OF SELECTMEN

Nov. 25, 2013 **MEETING AGENDA REQUEST**

(Meeting Date Requested)

Agenda Item Title: SENIOR ADVISORY COMMITTEE UPDATE

Requested By: Shirley Walker (for SAC) **Date:** Nov 8, 2013

Contact Information: 603-659-5786; shirlwalker@comcast.net

Presented By: Shirley Walker

Description: UPDATE OF PROGRAMS

REQUEST FOR FUNDS IF NEEDED

FOR MAILING OF BROCHURE.

Financial Details: Un known - but small amount if we can

get non-profit status and partner with

Legal Authority UNH bank mailing.
 (usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Nov 25, 2013

Agenda Item No. 5

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

11/25/2013

Agenda Item Title: Ronald Kennard Property on Stepping Stones Road

Requested By: Bill Humm, Conservation Commission Chairman Date: 10/21/2013

Contact Information: 603-659-5414

Presented By: Bill Humm, Conservation Commission Chairman

Description: Continue the discussion on whether to purchase an easement or to purchase Mr. Kennard's property outright and present a Warrant Article for 2014.

Financial Details: \$172,000 cost plus expenses. Land Acquisition Trust Fund \$223,234; Land Use Change Trust Fund \$316,736 (no agents to expend)

Legal Authority RSA 36-A:4 – Powers of Conservation Commissions: I. Said commission may receive gifts of money, personal property, real property, and water rights, either within or outside the boundaries of the municipality, by gift, grant, bequest, or devise, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the city or town, subject to the approval of the local governing body, by purchase, the fee in such land or water rights within the boundaries of the municipality, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations, or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes.

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Instruct the Town Administrator to assist the Conservation Commission in drafting a Warrant Article to purchase the Kennard Property utilizing funds from the Land Acquisition Trust Fund OR

Instruct the Town Administrator to assist the Conservation Commission in drafting a Warrant Article to purchase a conservation easement on the Kennard Property utilizing funds from the Land Acquisition Trust Fund



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: ___11/25/2013___

Agenda Item No. ___6___

BOARD OF SELECTMEN

___November 25, 2013___ **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: LPLCC Building Committee

Requested By: LPLCC Building Committee

Date: 11/21/13

Contact Information: kbpellecchia@comcast.net

Presented By: LPLCC Building Committee, Dennis Mires, representatives from Milestone Construction

Description:

- 1. To update the Select Board on the latest floor plan revisions and budget for the new building.**
- 2. To answer questions about the contract with Milestone Construction.**
- 3. To seek approval to move forward with a scoping meeting with NH-DOT to discuss the positioning of the entrance from 155.**

Financial Details: Engineering proposal/estimate for scoping meeting attached.

Legal Authority _____
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



KEACH-NORDSTROM ASSOCIATES, INC.

Proposal for Services

Standard Hourly Rate (SHR) Contract

Date: November 19, 2013

KNA Project No.: 13-0912-2

Client's Name and Billing Address: Dennis Mires, P.A. The Architects
697 Union Street
Manchester, NH 03104

Project Name: Lee Library
Project Location: NH Route 155, Lee, New Hampshire

Description of Services:

1. Perform a limited survey of NH Route 155. Survey to include 400 feet of topographic/existing conditions survey north and south of proposed site driveways. Client to furnish electronic AutoCAD file of existing survey.
2. Prepare driveway sight distance profiles using NHDOT and AASHTO sight distance guidelines. Issue plan to project team for review.
3. Schedule and attend working meeting with NHDOT District 6 to introduce project and discuss the available sight distance.

SHR Fee Estimate: \$2,200

This is an estimate only and does not include reimbursable expenses. SHR fee and reimbursable expenses will be billed in accordance with the current "KNA Standard Hourly Rate Schedule" contained in the attached "KNA Terms and Conditions."

Prepared By: Jeffrey Merritt, P.E.

Signed By: 
Date: 11/19/13

Accepted by Client: _____

Date: _____

Thank you for requesting this proposal for engineering services. By executing this proposal you acknowledge that you have read and agreed to the current KNA Terms and Conditions, and that you have entered into a formal agreement with Keach-Nordstrom Associates, Inc., for the scope of services defined herein and in accordance with said KNA Terms and Conditions.

Civil Engineering

Land Planning

Landscape Architecture



KEACH-NORDSTROM ASSOCIATES, INC.

**Keach-Nordstrom Associates, Inc. (KNA)
Terms and Conditions**

(Effective Date: August 16, 2011)

1.0 Compensation

Fees for engineering services performed by KNA are assessed on either a Standard Hourly Rate (SHR) format or a Fixed Price (FP) format. The contract identifies which format is to be used and the following criteria applies:

Standard Hourly Rate (SHR): Fees are based on the time worked on a given project and are computed in accordance with the current "KNA Fee Schedule" (see Section 2.0). When provided, a "fee estimate" is considered to be the expected cost of the scope of services defined in the agreement, but is not a guaranteed "not-to-exceed" fee amount.

Fixed Price (FP): Fees for a given project (or tasks within the project) are pre-determined and identified within the contract as a not-to-exceed fee amount. Work performed on a project (or task thereof) will be billed as a percentage of that fee amount. Unless a change in the scope of services occurs and is agreed upon in the form of a signed Extra Work Order, the fee amount will not be exceeded.

Sub-consultant charges apply when a sub-consultant (or subcontractor) is contracted directly through KNA for work that is a part of the defined scope of services. For SHR contracts, fees incurred by KNA from the sub-consultant for services performed will be assessed to the client with an additional charge to cover administrative and overhead costs associated with the coordination of said services. The additional charge will be a percentage of the cost incurred by KNA. This percentage is defined on the current "KNA Fee Schedule" in Section 2.0.

Reimbursable expenses include all out-of-pocket costs associated with a project that are incurred by KNA on behalf of the client. These include such costs as: printing and document reproduction fees, postage and mailing fees, delivery fees, mileage reimbursement fees, etc. Unless noted otherwise in the contract, all fees considered to be reimbursable expenses will be assessed to the client at a rate consistent with those identified on the current "KNA Fee Schedule" in Section 2.0.

Civil Engineering

Land Surveying

Landscape Architecture

10 Commerce Park North, Suite 3B

Bedford, NH 03110

Phone (603) 627-2881

Fax (603) 627-2915

2.0 Fee Schedule

KNA Standard Hourly Rates

Principal Engineer, P.E.	\$135.00/hr	Principal Land Surveyor, L.L.S.	\$135.00/hr
Sr. Project Manager, P.E.	\$115.00/hr	Licensed Land Surveyor, L.L.S.	\$100.00/hr
Project Manager, P.E.	\$100.00/hr	Survey Department Manager	\$100.00/hr
Senior Project Engineer, P.E.	\$100.00/hr	2-Person Field Crew	\$130.00/hr
Project Engineer II	\$90.00/hr	3-Person Field Crew	\$160.00/hr
Project Engineer I	\$80.00/hr	Administrative	\$45.00/hr
Senior Field Engineer	\$90.00/hr		
Field Engineer	\$75.00/hr		
Landscape Architect	\$90.00/hr		
CADD Technician III	\$90.00/hr		
CADD Technician II	\$75.00/hr		
CADD Technician I	\$65.00/hr		

Professional Testimony & Preparation

Principal, P.E. or L.L.S.	\$270.00/hr
Sr. Project Engineer, Manager, or Survey Manager	\$230.00/hr

Sub-Consultant Mark-Up Rates

Wetland Scientist	15%
Soil Scientist	15%
Traffic Consultant	15%
Environmental Consultant	15%
All other Consultants	15%

Reimbursable Expenses

Prints (22"x34"):	\$2.25/sheet	
Color Plot (22"x34"):	\$25.00/sheet	
Mylars	\$20.00/sheet	
Iron Pins	\$10.00 Ea.	
Stone Bounds		
4" x 4" x 36"	\$40.00 Ea	
6" x 6" x 36"	\$50.00 Ea	
6" x 6" x 48"	\$60.00 Ea	
B & W Document Reproduction:		
8.5"x11":	\$0.20/page	
11"x14":	\$0.25/page	
11"x17":	\$0.50/page	
Mileage:		IRS-approved rate at time of billing
All Other (postage, delivery, etc.):		KNA's cost
Applications Fees (State, Local or Federal)		KNA's cost + 15%

Civil Engineering

Land Surveying

Landscape Architecture



3.0 Invoices & Payments

Invoices will be submitted either upon completion of services or on a monthly basis. For the latter, KNA customarily invoices clients on or about the first week of each month. Unless otherwise arranged, invoices are due and payable at time of receipt. If the client objects to any portion of the invoice, the client shall notify KNA within fifteen (15) calendar days of the billing date, identify the cause of disagreement and pay when due any portion of the invoice not in dispute.

If the client fails to pay an invoice, or portion of an invoice, within thirty (30) calendar days of the billing date, the invoice (or portion thereof) will be considered "past-due" and may, at the discretion of KNA, be subject to a service charge of one and one-half (1.5) percent per month until it is paid in full. KNA reserves the right to suspend work, at any time, on any project with a past-due invoice. Any legal fees or other collection fees incurred by KNA shall be reimbursed by the client.

4.0 Documents

All documents prepared by KNA, or it's sub-consultants, in the course of rendering services to the client will remain the exclusive property of KNA. The same is true for any data collected and/or any design performed. The client may, at its expense, obtain record prints of drawings or documents, in consideration of which the client will use them solely in connection with the project for which services are performed by KNA. KNA will not intentionally divulge documents or information regarding its services to parties other than the client unless requested in writing by the client.

5.0 Amendment of Agreement

The contract includes a scope of work that delineates the services KNA has agreed to perform, and represents those items that are expected to be needed in order to complete the project (or portion thereof) as defined. The client recognizes that KNA has developed the scope of services through the application of professional judgment and acknowledges that additional services may become necessary or desired. The scope of services may be expanded or amended with a written agreement between KNA and the client. The written agreement may include any change in fee amount and/or fee estimate. Any written agreement constituting an amendment to the contract shall be made in accordance with these Terms and Conditions, unless noted otherwise.

Received By: _____

Date: _____

Civil Engineering

Land Surveying

Landscape Architecture

-WORKING DRAFT -

**Lee Public Library Community Center Pre-Construction Back Plan June, 2013-April, 2014
21 November 2013(v 1.3b)**

November, 2013:

Important Town Dates:

11/25 BOS Mtg.: LPLCC BC Presentation

11/27 Planning Board Adopts CIP

BC Dates/Activities:

11/21 LPLCC BC Meeting with Dennis Mires and Milestone

Focus: Route 155 Entrance

Revised Parking/Site Design

Revised Footprint/Elevations

Discussion of Materials and Mechanical Systems

11/25 BOS Mtg.: LPLCC BC Presentation

Trustee Dates/Activities:

11/22 LPLCC "Talking Turkey" Event for Parents and Children

Craft for Kids/Information Session for Parents

December, 2013:

Important Town Dates:

12/5 ABC/CIP Final budget Workshop

12/9 BOS Mtg.: 1st Public Budget Hearing/Default Budget Presented

12/11 Planning Board Meeting

12/16 BOS Mtg.: 2nd Public Budget Hearing

12/23 BOS Mtg. : 3rd Public Budget Hearing(if necessary)

BC Dates/Activities:

12/4 LPLCC BC Project Information Session#1

12/5 LPLCC BC Meeting with Dennis Mires and Milestone

Focus: Debrief on 12/4 Information Session

12/19 LPLCC BC Meeting with Dennis Mires and Milestone

Focus: Prepare for 1/6 Bond Hearing

12/31 GMP Estimates Completed and Submitted

Trustee Dates/Activities:

12/4 LPLCC BC Project Information Session#1

12/9 Trustees Joint Meeting with BOS and NH Municipal Bond Bank
Representative

12/11 Trustees Meeting:

-WORKING DRAFT -

**Lee Public Library Community Center Pre-Construction Back Plan June, 2013-April, 2014
21 November 2013(v 1.3b)**

January, 2014:

Important Town Dates:

- 1/6 BOS Mtg.: LPLCC Bond Hearing**
- 1/7 ORCSD Bond and Budget Hearing
- 1/8 Planning Board Meeting
- 1/14 Last Day to Post Budget Hearing Notice & Accept Petition Warrant Articles
- 1/21 BOS Mtg.: Approve Warrant ..Last Day for Budget and/or Bond Hearing
- 1/21 Last Day to Post Warrant/Budget and Default Budget
- 1/22 Planning Board Meeting

BC Dates/Activities:

- 1/6 BOS Mtg.: LPLCC Bond Hearing**
- 1/9 LPLCC BC Meeting with Dennis Mires and Milestone
Focus: Debrief on Bond Hearing
Preparations for Information Session#2
- 1/20 or 1/22 LPLCC BC Project Information Session#2**
- 1/23 LPLCC BC Meeting with Dennis Mires and Milestone
Focus: Debrief on Information Session#2
Preparations for Deliberative Session#1 on 2/1
- 1/30 LPLCC BC Meeting
Focus: Final Preparations for Deliberative Session#1 on 2/1

Trustee Dates/Activities:

- 1/6 BOS Mtg.: LPLCC Bond Hearing**
- 1/8 Trustees Meeting
- 1/20 or 1/22 LPLCC BC Project Information Session#2**

February, 2014:

Important Town Dates:

- 2/1 Deliberative Session#1**
- 2/3 BOS Mtg.
- 2/4 ORCSD Deliberative Session#1
- 2/12 Planning Board Meeting
- 2/17 BOS Mtg.
- 2/26 Planning Board Meeting
- 2/22-3/2 ORCSD School Vacation

BC Dates/Activities:

- 2/1 Deliberative Session#1**
- 2/6 LPLCC BC Meeting
Focus: Debrief on Deliberative Session#1
- 2/18 or 2/19 LPLCC BC Project Information Session#3**
- 2/20 LPLCC BC Meeting
Focus: Debrief on Information Session#3

-WORKING DRAFT -
Lee Public Library Community Center Pre-Construction Back Plan June, 2013-April, 2014
21 November 2013(v 1.3b)

February, 2014(Continued):

Trustee Dates/Activities:

2/1 Deliberative Session#1

2/18 or 2/19 LPLCC BC Project Information Session#3

2/12 Trustees Meeting

March, 2014:

Important Town Dates:

3/11 Deliberative Session#2- VOTE

BC Dates/Activities:

3/6 LPLCC Information Session #4

Trustee Dates/Activities:

3/6 LPLCC Information Session #4

April, 2014:

- Meet with Architect and Milestone
- Set Project Schedule

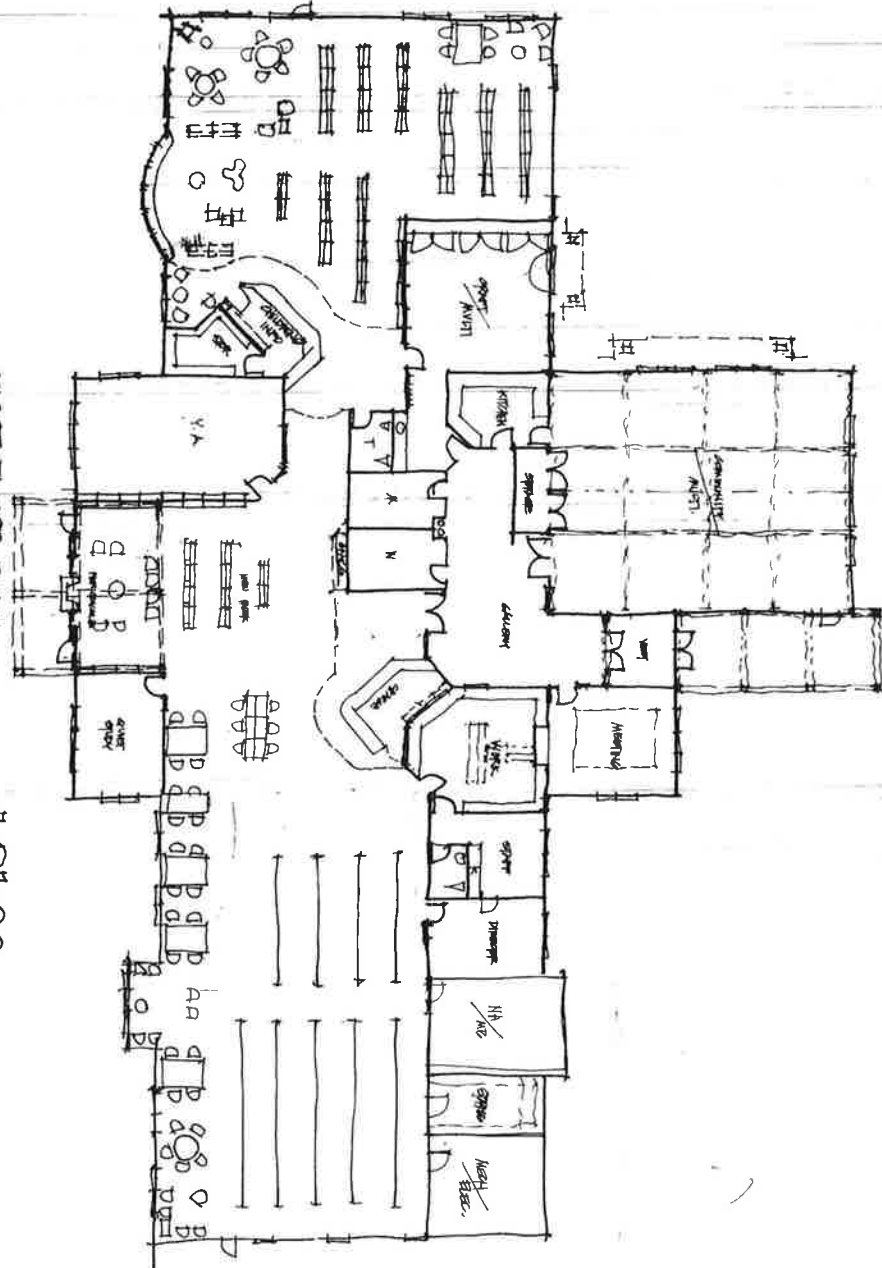
plg/ 21 November 2013

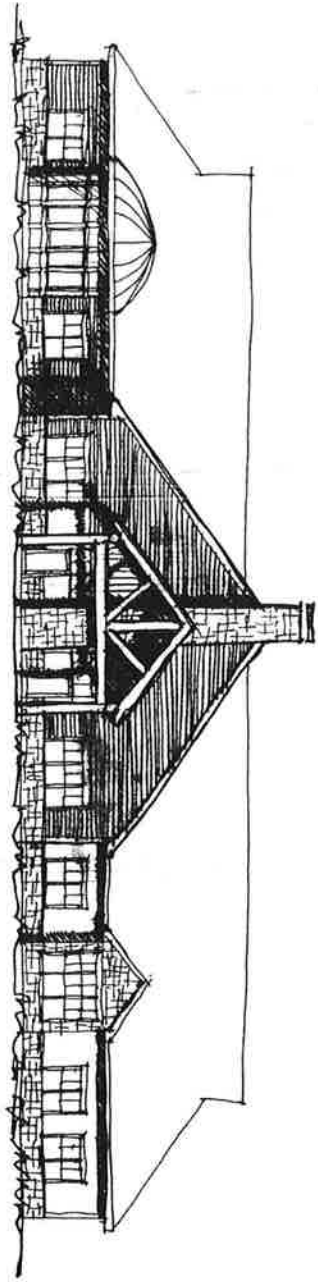
-WORKING DRAFT -
Lee Public Library Community Center Pre-Construction Back Plan June, 2013-April, 2014
21 November 2013(v 1.3b)

DENNIS WILSON, P.A.
ARCHITECTURAL FIRM
11-7-12

FIRST FLOOR PLAN
11,800 sq ft
11-7-12

WPLCC
LEE, NH

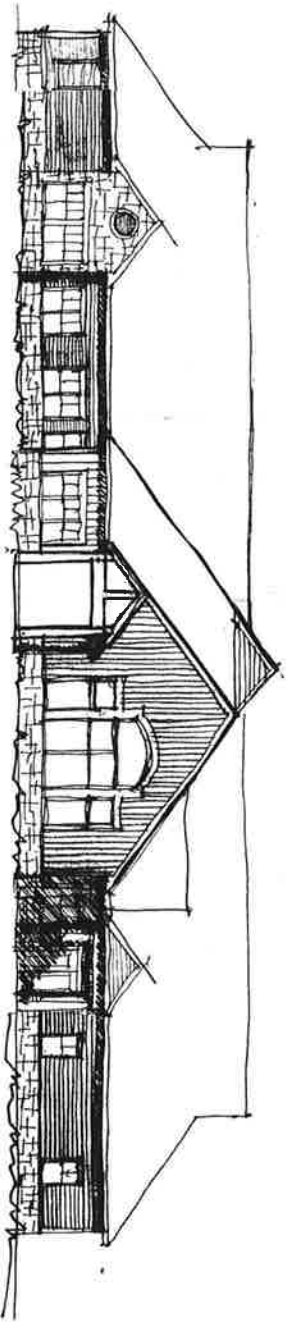




REAR ELEVATION

1/24
DENNIS MILES, P.A.
THE ARCHITECTS

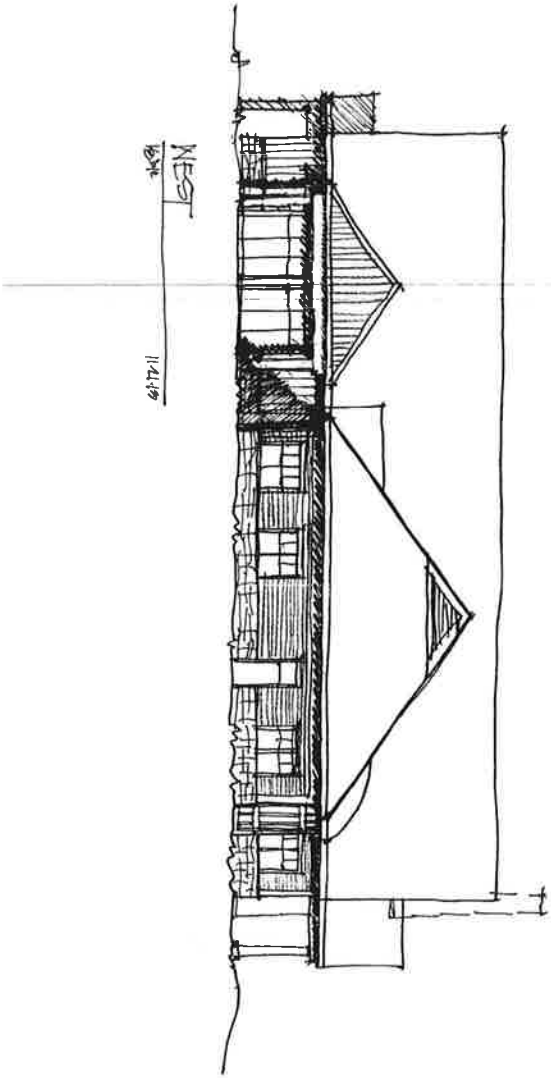
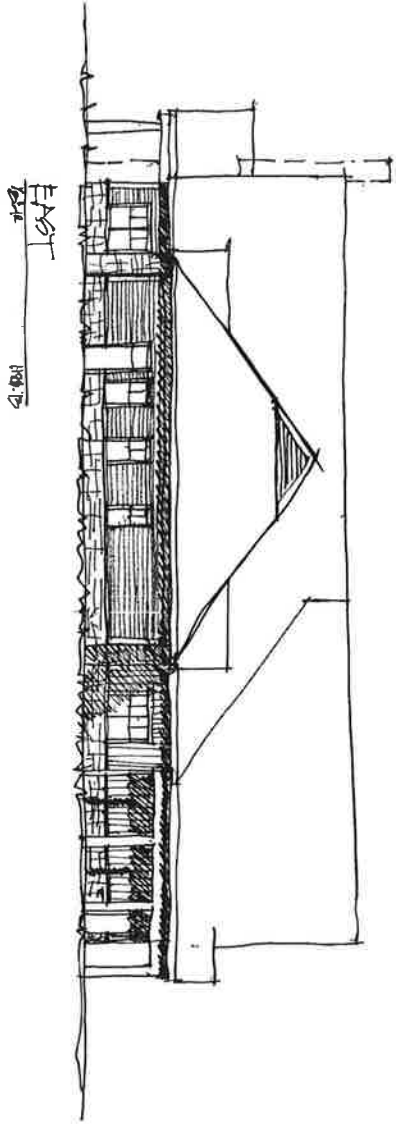
11-7-12
11-24-12



FRONT ELEVATION

1/24
DENNIS MILES, P.A.
THE ARCHITECTS

11-7-12
11-24-12





TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Nov 25, 2013

Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: Milestone Construction & Engineering, Inc. Construction Manager Agreement for Preconstruction services for the new Library

Requested By: Library/CC Building Committee

Date: 11/8/2013

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Engage the services of Milestone Construction & Engineering, Inc. as Construction Manager for the new Lee Library and Community Center

Financial Details: No fee will be charged for the Preconstruction Phase; 3.5% Construction Management Fee will be fixed at the time the Guaranteed Maximum Price (Exhibit A) Agreement is executed.

Legal Authority RSA 41:8

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve the amended AIA A133-2009 Construction Manager Agreement with Milestone Construction & Engineering, Inc.

AIA Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand and Thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

and the Construction Manager:

(Name, legal status and address)

Milestone Engineering & Construction, Inc.
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279
for the following Project:
(Name and address or location)

Lee Public Library Community Center

The Architect:

(Name, legal status and address)

Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

The Owner's Designated Representative:

(Name, address and other information)

Katrinka Pellecchia, Chair, LPLCC & Julie Glover, Town Administrator
Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

The Construction Manager's Designated Representative:

(Name, address and other information)

Frank H. Lemay, President
1 Horseshoe Pond Lane
PO Box 2279

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1767520342)

Concord, NH 03302-2279
The Architect's Designated Representative:
(Name, address and other information)

Dennis B. Mires, President
Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104
The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

Init.

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

(Paragraphs deleted)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The construction management fee shall be three and one half percent (3.5%) of the cost of the work. The fee will be fixed at the time the GMP Amendment (Exhibit A) is signed by all parties.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The fee for any changes after the establishment of the guaranteed maximum price (GMP) shall be five percent (5%) of the cost of work. No additional fee for overhead and profit will be allowed.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Markup for subcontractor's overhead and profit shall be limited to ten percent (10%).

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§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rate paid at the place of the Project. The C.M. Fee shall not apply to C.M. owned equipment rented to the project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All cost savings to the GMP shall accrue to the owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project

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except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

The wages and salaries of the project manager and the general superintendent will be a billable cost when working on the project in accordance with the schedule in Article 11.5.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

See Article 11.5

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation,

minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. (See Article 11.5)

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraph deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

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§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. All subcontractors shall have ten percent (10%) retainage withheld.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for

Init.

withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Products-Completed Operations	\$2,000,000.00
Aggregate	
Automobile Liability	
Each Accident	\$1,000,000.00
Umbrella Coverage	
General Aggregate	\$10,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

(Paragraph deleted)

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

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§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be based on the percentage of completion, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

| See attached schedule of wages for administrative personnel.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Selectmen
Town of Lee, New Hampshire

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

Frank H. Lemay, President
Milestone Engineering & Construction, Inc.

(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:13:08 on 11/06/2013.

PAGE 1

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand and Thirteen

...

Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

...

Milestone Engineering & Construction, Inc.
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279

...

Lee Public Library Community Center

...

Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

...

Katrinka Pellecchia, Chair, LPLCC & Julie Glover, Town Administrator
Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

...

Frank H. Lemay, President
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279

PAGE 2

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User Notes:

(1767520342)

Dennis B. Mires, President
Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

PAGE 8

~~ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES~~

~~§ 4.1 Compensation~~

~~§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:~~

~~§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~

~~§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

~~§ 4.2 Payments~~

~~§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)~~

—%

...

The construction management fee shall be three and one half percent (3.5%) of the cost of the work. The fee will be fixed at the time the GMP Amendment (Exhibit A) is signed by all parties.

...

The fee for any changes after the establishment of the guaranteed maximum price (GMP) shall be five percent (5%) of the cost of work. No additional fee for overhead and profit will be allowed.

...

Markup for subcontractor's overhead and profit shall be limited to ten percent (10%).

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rate paid at the place of the Project. The C.M. Fee shall not apply to C.M. owned equipment rented to the project.

PAGE 9

Not applicable

...

All cost savings to the GMP shall accrue to the owner.

PAGE 10

The wages and salaries of the project manager and the general superintendent will be a billable cost when working on the project in accordance with the schedule in Article 11.5.

...

See Article 11.5

PAGE 11

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the ~~site and reasonable petty cash expenses of the site office.~~site.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. (See Article 11.5)

...

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~

PAGE 13

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

...

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. All subcontractors shall have ten percent (10%) retainage withheld.

PAGE 15

<u>Commercial General Liability</u>	
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal & Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Products-Completed Operations</u>	<u>\$2,000,000.00</u>
<u>Aggregate</u>	
<u>Automobile Liability</u>	
<u>Each Accident</u>	<u>\$1,000,000.00</u>
<u>Umbrella Coverage</u>	
<u>General Aggregate</u>	<u>\$10,000,000.00</u>

...

Litigation in a court of competent jurisdiction

PAGE 16

~~§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.~~

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, based on the percentage of completion, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

...

See attached schedule of wages for administrative personnel.

PAGE 18

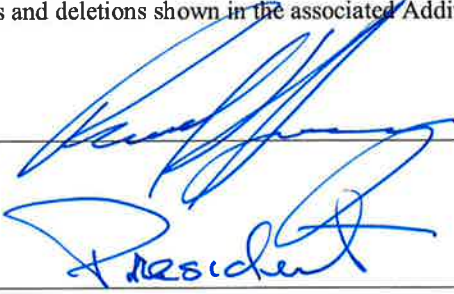
Selectmen
Town of Lee, New Hampshire

Frank H. Lemay, President
Milestone Engineering & Construction, Inc.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Frank H. Lemay, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:03 on 11/06/2013 under Order No. 2144002406_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

President

(Dated)

11-8-2013

Schedule of Wages and Associated Charges Lee Public Library

November 5, 2013

Personnel

Project Manager

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$50.00/Hour

General Superintendent

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$56.00/Hour

Project Superintendent

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$56.00/Hour

Assistant Superintendent

Hourly Wage	\$25.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$15.00/Hour</u>
	\$40.00/Hour

Vehicle Expense

Superintendent Vehicle (Pickup Truck)	\$175.00/Week
Other Vehicle Travel	\$0.50/Mile



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Nov 25, 2013

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/25/2013

Agenda Item Title: New Solid Waste Ordinance

Requested By: Roger Rice, Transfer Station Manger Date: 11/12/2013

Contact Information: 603-659-2239

Presented By: Roger Rice, Transfer Station Manager

Description: Continue review of the new Solid Waste Ordinance for 2014 Warrant Article.

Financial Details: n/a

Legal Authority

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Enter the action that you are requesting of the Board or a recommendation that you would like them to consider. Attach any back-up documentation that you wish the Board to review.

SOLID WASTE ORDINANCE
TOWN OF LEE
TRANSFER STATION

Authority

Pursuant to RSA 31:39, the Town of Lee adopts the following regulations for the use of the town's recycling area and transfer station.

Purpose and Intent

The purpose of this ordinance is to provide regulations, standards and guidelines for the operation of the town's transfer station area, to protect the health and safety of the residents of the Town of Lee and to enhance the protection of our ground water and other natural resources. Additionally, to encourage residents to reduce, reuse and recycle all household materials.

Waste Defined

Waste means any matter consisting of: garbage, refuse and other spent, discarded or abandoned material, including solid, semi-solid and contained gaseous material resulting from residential, industrial, commercial, mining, agricultural operations and community activities.

Types of Waste Accepted

The Town of Lee accepts the following types of waste for disposal in the town's transfer station area:

1. Household Garbage, bagged or loose
2. Bulky Waste Items, detailed on page 2
3. Residential demolition debris: plaster, asphalt shingles, sheetrock, carpets and other debris associated with residential construction

Recycling Defined

Recycling is a process of collecting unwanted, recyclable materials and refining those materials into new products and packaging. Recycling provides many benefits including, but not limited to: reduced pollution in the environment and waterways, less pressure on natural resources for extracting materials and also saves on tax dollars. Pursuant to RSA 147:43 and RSA 149-M:22 and following the Town of Lee Ordinance from 1992: Each residence and business within the town of Lee shall be immediately responsible to ensure that the solid waste generated by individuals residing or working herein has been sorted so as not to include any materials deemed recyclable by guidelines set forth by the Solid Waste Ordinance.

Types of Recycling Accepted

The Town of Lee accepts the following types of recycling waste for disposal in the town's transfer station area, it is expected that all recycling items be cleaned out and/or rinsed and properly sorted before going into the recycling bins.

1. Glass Items
2. Tin and Steel Cans and Containers
3. Aluminum UBC Beverage Cans and Bottles
4. Plastics #1 and #2
5. Newsprint and Inserts
6. Mixed Paper
7. Corrugated Cardboard and Brown Kraft Paper Bags
8. Automotive Batteries and Rechargeable Batteries
9. Metal and Light Iron
10. Brush, Slash and Tree Cuttings
11. Wood Waste, Leaves and Grass Clippings
12. Automotive Oil, Antifreeze, Hydraulic Oil and Cooking Oil
13. Other – subject to change and markets available

All of the above categories of waste and recycling **must** be brought to the transfer station, be separated and deposited in the appropriate location. The town reserves the right to check each load before it is deposited.

Bulky Fees Items for Lee	Fees
TV/Monitors <16"	\$5.00
TV/Monitors >16"	\$10.00
Tires 14" or less	\$2.50
Tires 15" or more	\$2.50
Truck Dual Bead (9:00X20+)	\$5.00
Mattress/ Box Spring Dbl or less	\$10.00
Mattress/ Box Spring Queen or more	\$12.50
Over Stuffed chair	\$5.00
2 cushion sofa	\$10.00
3 cushion sofa	\$15.00
Frig/freezer	\$10.00
Washer/Dryer/Dishwasher	\$2.50
Computers	\$2.50
Other electronics	\$2.50
C&D Minimum =	50# \$2.50
C&D (Construction &	100#=5.00
C&D Demolition)	\$85. / Ton
Propane Tanks 20#	\$2.50
Propane Tanks 30#	\$5.00
Propane Tanks 100#	\$20.00
Propane Tanks 16oz	\$0.00
Small engine equipment	\$5.00

Types of Waste Not Accepted

All materials not defined in the above acceptable categories are not accepted at the Lee Transfer Station. These items typically pose a threat to safety, the environment or for other reasons due to their chemical makeup or potentially hazardous components.

The following types of waste shall not be deposited in the landfill/transfer station facility:

1. Waste collected by commercial haulers
2. All materials generated by residents and businesses outside the Town of Lee boundaries
3. All hazardous waste as defined by RSA 147: Hazardous waste means a solid, semi-solid, liquid or contained gaseous waste or any combination of these wastes or which has been identified as hazardous by the Division of Waste Management using the criteria established under RSA 147-A:3, I or as listed under RSA 147-A:3, II. Such wastes include, but are not limited to, those which are reactive, toxic, corrosive or ignitable, irritants, strong sensitizers or those which generate pressure through decomposition, heat or other means
4. Stumps and materials from the clearing for the construction of new roadways, multi-family dwellings (as defined in the Lee Zoning Ordinance) and commercial buildings
5. Other Hazardous Waste items including pharmaceuticals, ammunition and asbestos
6. Dead animal remains
7. Septage

Resident Permit (Sticker)

A permit for persons who reside or reside for the summer in the geographical limits of the Town of Lee entitling the applicant to dispose of garbage and other waste at the transfer station facility shall be obtained from the office of the Board of Selectmen or their agent. The permit is nontransferable and shall expire upon the last day of every other year as the permit-stickers expire every two years. (Ordinance-Town of Lee-2/28/94-Under the authority of RSA 41:8, the Board of Selectmen of the Town of Lee adopts the following ordinance). All vehicles entering the waste disposal facility for the Town of Lee for the purpose of depositing waste, shall display a current permit for the Lee Waste Disposal Facility issued by the office of the Board of Selectmen or their agent. Any person who violates the provisions of this ordinance shall be guilty of a violation as defined in RSA 651:2).

- a) Issuance: The Board of Selectmen or its agent shall issue resident recycling facility permits;
- b) Resident Permits: May be issued to property owners or summer residents in the Town of Lee who are not residents, but who own and operate a business in the town. Such permits will be valid only for conforming rubbish that comes from the business located in Lee. Proof of ownership of property shall be a paid property tax bill;
- c) Proof of Residence: Permits shall be issued to those persons showing proof of residence by documentation such as New Hampshire Division of Motor Vehicle registration certificate or a Lee-residential tax receipt or rental/lease agreement;

- d) Transferability: Permits are nontransferable and must be removed before vehicle ownership is transferred;
- e) Replacement Permit: Residents who replace one or more vehicles may apply for a replacement sticker with no charge provided that they present to the Board of Selectmen or their agent a substantial portion of the prior sticker;
- f) Display: The permit shall be permanently displayed on either the drivers-side windshield or the drivers-side front bumper of the vehicle in which the permit was issued. *It is recommended that the bottom left corner of the windshield be used as to not obstruct the view of the driver.*

Temporary Permit

Persons who are summer residents or residents that do not own a vehicle may apply for a temporary permit to allow members of their family or persons not for hire to remove items from their property to the landfill area. The permit shall be for a specific person, vehicle and date and shall be issued by the Board of Selectmen or their agent.

Construction Permit

A permit issued to any person, firm or corporation engaged in the business of building construction. The permit is valid for the disposal of separated construction materials accumulated from the construction of a new building or the demolition or substantial renovation of any building located within the boundaries of the Town of Lee. The permit is nontransferable and the fee shall be determined by the fee schedule in effect at the time of application. Commercial haulers are not allowed.

Application

All permits are available at the office of the Board of Selectmen or at the Lee Transfer Station.

Penalty

Any person or corporation that violates any section of this ordinance shall be punished in accordance with the applicable penalties for a violation under State Law. Each section of this ordinance shall be treated as an independent section. Violations of more than one section shall be treated as separate and independent violations. Any person or corporation found in violation of this ordinance could have his/her permit revoked or suspended pending a hearing in front of the Board of Selectmen.

Exemptions

Any other use of the transfer station or special situations not covered under this ordinance will be by the authority of the Selectmen of the Town of Lee.

APPLICATIONS WITH OTHER ORDINANCES

This ordinance shall supersede all other Recycling Center Regulations.

GIVEN UNDER OUR HANDS AND SEAL THIS DAY _____ 2014.

John LaCourse, Chairman

Carole Dennis, Selectwoman

David Cedarholm, Selectman

SELECTMEN OF LEE, NEW HAMPSHIRE

THIS ORDINANCE TAKES EFFECT UPON ITS PASSAGE.

November 5, 2013

RENELLE L. L'HUILLIER
603.410.1709
RLHUILLIER@DEVINEMILLIMET.COM

ENGAGEMENT LETTER

Town of Lee
7 Mast Road
Lee, New Hampshire 03861

Attn.: Julie E. Glover, Town Administrator

Re: Proposed Issuance of General Obligation Bonds by the Town of Lee, New Hampshire ("Issuer") - Bond Counsel Services

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Lee, New Hampshire (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of financing the Town's library construction project and will be general obligations of Issuer. Furthermore, we understand the bond issue under consideration will be in the amount of approximately \$2,750,000 and that the Bonds will likely be sold to the New Hampshire Municipal Bond Bank. In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of New Hampshire income tax purposes.
- (2) Review and consult with Issuer regarding the proceedings and other actions taken by Issuer to authorize the issuance of the Bonds.
- (3) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds; and coordinate the authorization and execution of such documents.
- (4) Review legal issues relating to the structure of the Bond issue.

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- (5) Draft the continuing disclosure undertaking of the Issuer to the extent required by Securities and Exchange Commission Rule 15c2-12, as amended.

Our Bond Opinion will be addressed to the Issuer and any purchaser(s) of the Bonds and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with or involving the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Based upon (i) the size of the bond issue; (ii) the complexity of the involved financing structure; (iii) the manner in which the bonds will be sold; (iv) the duties and responsibilities we are undertaking pursuant to this letter; and (v) the time that we anticipate devoting to this financing, we anticipate that our fees, including expenses, will be in the range of \$5,000-\$7,500. Our fee

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may also vary: (a) if the principal amount of the bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arises which require a significant increase in our time or responsibility. Furthermore, if in addition to your bond, your financing plans also include interim financing, such as the issuance of bond anticipation notes, we may charge additional fees for related services in such reasonable amount as we may agree upon. If, at any time, we believe the circumstances require an adjustment of our original fee estimate, we will advise you and will prepare and provide to you an amendment to this letter. Our fee is typically paid at the closing of the bonds and we customarily do not submit any statement until the closing. If, however, the bond warrant article is not passed at your annual or special meeting (as applicable), this financing is not completed as scheduled and/or if another bond financing is contemplated in the future, we reserve the right to capture our time spent on this financing and submit an invoice to you for our fees for such services.

If the foregoing terms are acceptable to you, please so indicate by returning a PDF copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

We look forward to working with you.

DEVINE, MILLIMET & BRANCH,
PROFESSIONAL ASSOCIATION

By: _____


Renelle L. L'Huillier

Agreed to and accepted in accordance with the foregoing.

TOWN OF LEE

By: _____

Name: _____

Title: _____

Date: _____

RLL:sam

**MATERIALS TO BE FURNISHED TO BOND COUNSEL
IN CONNECTION WITH BONDS ISSUED BY
NEW HAMPSHIRE TOWNS WHICH HAVE ADOPTED RSA 40:13 AND HOLD THEIR
ANNUAL MEETING IN MARCH
(THE “OFFICIAL BALLOT BILL” OR “SENATE BILL 2”)**

Following is a list of materials which bond counsel will need to receive and review in order to render an approving opinion about your Town’s proposed bond issue. Certain of these requirements may be reduced or inapplicable if your bond issue is less than \$100,000. Please call with any questions or comments.

1. Copy of Town Charter (if Town has adopted a charter pursuant to RSA 49-D, Town should supply copy; otherwise, Bond Counsel will procure this item).
2. Certificate of Town Clerk (in form attached as Exhibit A).
3. Evidence regarding the adoption of RSA 40:13 (the “Official Ballot Law” or “Senate Bill 2”) by the Town by at least a three-fifths (3/5’s) vote at a meeting prior to the adoption of the bond issue.
4. Copy of Town budget.
5. The following materials regarding appropriations contained in the town budget or in separate warrant articles:
 - a. Evidence that notice of the public hearing on the proposed budget and special warrant articles appropriating money was published or posted on or before the second Tuesday in January;
 - b. Minutes of the public hearing on the proposed budget and special warrant articles appropriating money showing that the hearing was held no later than the third Tuesday in January;
 - c. A certificate that an original of the budget and any recommendations on special warrant articles appropriating money was placed on file with the town clerk and forwarded to the Commissioner of the Department of Revenue Administration;
 - d. In those towns which are subject to a Budget Committee established under RSA 32, a certificate that two (2) copies of the budget and any recommendations on special warrant articles were delivered to the Board of Selectmen; and

- e. In those towns which have established a Budget Committee under RSA 32, a certificate of the Town Clerk showing the total amount appropriated at the town meeting.
- f. In those towns which have established a Budget Committee under RSA 32 and seek a legislative body override of the 10 percent limitation on the total amount of appropriations recommended by the Budget Committee, evidence of the following:
 - (i) If a bond request is not recommended in its entirety by the Budget Committee, that the Board of Selectmen placed the bond request on the warrant after a majority vote of the Board of Selectmen in favor of the bond request at a duly posted meeting;
 - (ii) That the Board of Selectmen placed the following statement at the beginning of the bond warrant article: "Passage of this article shall override the 10 percent limitation imposed on this appropriation due to the non-recommendation of the Budget Committee";
 - (iii) That immediately below the bond warrant article is displayed (a) the recommendation of the Board of Selectmen and (b) the recommendation of the Budget Committee, as included in the budget forms for the annual meeting;
 - (iv) That the bond issue was authorized by at least a 2/3 vote of those present and voting at the meeting; and
 - (v) That the Board of Selectmen forwarded to the Commissioner of the Department of Revenue Administration a copy of the minutes of the Selectmen's duly posted meeting at which they voted to place the bond request on the warrant.
- 6. If, and only if, the bond issue in question is in excess of \$100,000:
 - a. Evidence that notice of Selectmen's public hearing on the bond issue was published in a newspaper of general circulation in the Town on or before the second Tuesday in January;
 - b. Minutes of Selectmen's Public Hearing on the bond issue showing that the same was held on or before the third Tuesday in January;
- 7. A copy of the Warrant for the first session of the Town Meeting including the Bond Warrant Articles in consecutive numerical order and before all other warrant articles except warrant articles dealing with the election of officers or

zoning matters (or other matters permitted by statute to be taken up before bond issues) (see proposed form of bond warrant article attached as Exhibit B). The warrant should contain the following:

- a. An indication of whether or not the appropriation contained in the bond warrant article is recommended by the Board of Selectmen and the Budget Committee, if any; and
 - b. An indication of the place, day and hours for each of the two (2) separate sessions of the Town meeting, as follows: (i) the first session to be held between the first and second Saturdays following the last Monday in January (inclusive of those Saturdays); and (ii) the second session to be held on the second Tuesday of March.
8. Certificate that Warrant for Town Meeting was posted at the place of the meeting and at least one (1) other public place in the Town on or before the last Monday in January;
 9. Certificate that Budget was posted with the Warrant;
 10. Minutes of the first session of the Town meeting showing that the same took place between the first and second Saturdays following the last Monday in January (inclusive of those Saturdays) and indicating the amendments, if any, made to the bond warrant article.
 11. A copy of the “official ballot” voted on by the Town at the “second session” of the Town meeting (which may be separate from the official ballot used to elect officers) including the bond article as the same appeared in the warrant, as amended at the first session of the Town meeting, “with only such minor textual changes as may be required to cast the motion in the form of a question to the voters.”
 12. Certified results of the voting that took place at the second session of the Town meeting, including the following:
 - a. Evidence that such voting occurred on the second Tuesday of March;
 - b. Evidence that the bond issue was voted upon by ballot;
 - c. Evidence that the bond issue was approved by at least 3/5’s vote of all ballots cast; and
 - d. Evidence of amount appropriated at the meeting.

13. Certificate Regarding Outstanding Net Indebtedness (in form attached as Exhibit C) from the Town and other municipalities (e.g., school district, village district, etc.) that cover the same geographical territory as the Town.
14. A Debt Limit Certificate from the State Board of Tax and Land Appeals (bond counsel will procure this item).
15. If, and only if, the bond has been authorized at a special meeting the following materials should be produced (in addition to those set forth elsewhere in this checklist):
 - a. When selectmen have voted to petition the superior court for permission to hold a special meeting (i) evidence that notice of such vote was posted at the office of the selectmen and two (2) other conspicuous places in the town within twenty-four (24) hours after taking the vote and a minimum of ten (10) days prior to filing the petition with the court; (ii) evidence that notice of the court date for an evidentiary hearing on the petition was posted, as aforesaid, within twenty-four (24) hours after receiving notice of the court date from the court; and evidence that such notices were published in the next available edition of a local newspaper with a wide circulation in the town.
 - b. Evidence that the Commissioner of the Department of Revenue Administration was notified of the Town's plans to hold an emergency special meeting (i) showing that such notice was given at least simultaneously with petitioning the superior court; (ii) showing that such notice was furnished by certified mail; (iii) explaining the nature of the emergency; (iv) including a copy of the proposed warrant article(s); and (v) including a copy of the petition to the superior court.
 - c. The petition to the superior court for permission to hold an emergency special meeting (including the Certification that the Commissioner of the Department of Revenue Administration was notified);
 - d. Order of superior court authorizing Town to hold an emergency special meeting;
 - e. Evidence that the first and second sessions of such special meeting (and related requirements relating to hearings, warrants, budgets, etc.) conformed to the requirements for annual meetings (set forth above insofar as applicable) as well as the following requirements specifically applicable to special meetings:

- (i) Evidence that a copy of the warrant for the special meeting was published within one (1) week after the posting thereof in a newspaper having general circulation in the Town;
 - (ii) Evidence that this is the only special meeting held for the purposes of appropriating money for the same question or issue during the current calendar or fiscal year, as appropriate (not including meetings held to adopt an operating budget); and
 - (iii) Evidence that the second session of the special meeting was held on a date not fewer than twenty-eight (28) days nor more than sixty (60) days following the first session.
16. If, and only if, the bond is to be guaranteed, in whole or in part, by the State of New Hampshire:
- a. The action taken by the state agency (e.g. the Water Supply and Pollution Control Division of the Department of Environmental Services) who must recommend the guaranty; and
 - b. The resolution of the Governor and Council of the State of New Hampshire authorizing the State guaranty of the bond.
17. The Town's federal tax employer identification number.
18. Copies of any filings made with the Internal Revenue Service (Form 8038-G) regarding other bonds or notes issued in the same calendar year as the Bonds.
19. A description of any existing or proposed temporary financing for the Project to be financed with the proceeds of the bond (e.g. bond anticipation notes).
20. A copy of the application filed with the New Hampshire Municipal Bond Bank (in the event that the bond is sold to the Bond Bank).

EXHIBIT A

**TOWN OF LEE, NEW HAMPSHIRE (the “Town”)
MUNICIPAL BOND (the “Bond”)**

TOWN CLERK’S CERTIFICATE

The undersigned Clerk of the Town hereby certifies as follows with respect to the Town’s issuance of the Bond:

1. The Town has/has not voted to hold its Annual Meeting on the second Tuesday of May pursuant to RSA 39:1-a;
2. The Town has/has not voted to adopt an alternative method of warning its meetings pursuant to RSA 39:12;
3. The Town has/has not voted to hold two sessions of its Annual Town Meeting pursuant to RSA 39:2-a;
4. The Town has/has not adopted the provisions of the Municipal Budget Act, RSA 32;
5. The Town has adopted the provisions of RSA 40:13 (the “Official Ballot Law” or “Senate Bill 2”).
6. The Town does/does not participate in a cooperative school district pursuant to RSA 195. (If the Town is part of such a cooperative school district, the same is known as follows: _____).
(name of cooperative school district)
7. There are/are not any village districts located within the Town. (If there is a village district located within the Town, the same is known as follows: _____).
(name of village district)
8. The Town has not adopted an alternative form of town charter under Part I, Article 39 of the Constitution of the State of New Hampshire, RSA 49-B, RSA 49-D, or otherwise.
9. The Town does not have any charter provisions, ordinances, regulations or standing rules, bylaws or votes affecting, limiting or restricting the Town’s ability to (I) issue the Bond; (ii) appropriate or spend money; (iii) levy or collect real estate taxes or (iv) complete the project to be financed with the proceeds of the Bond.

Dated this ____ day of _____, 20__.

Town Clerk

(Town Seal)

EXHIBIT B

(PROPOSED FORM OF BOND WARRANT ARTICLE)

Article _____. To see if the Town will vote to raise and appropriate the sum of _____ Dollars
(\$ _____) for the purpose of _____

_____ Dollars (\$ _____) of such sum to be raised through the issuance of bonds or notes under and in compliance with the Municipal Finance Act, RSA 33:1 et seq., as amended; to authorize the Selectmen to apply for, obtain and accept federal, state or other aid, if any, which may be available for said project and to comply with all laws applicable to said project; to authorize the Selectmen to issue, negotiate, sell and deliver said bonds and notes and to determine the rate of interest thereon and the maturity and other terms thereof; and to authorize the Selectmen to take any other action or to pass any other vote relative thereto. (Recommended by Board of Selectmen [and Budget Committee]).

EXHIBIT C

CERTIFICATE REGARDING OUTSTANDING NET INDEBTEDNESS

TOWN OF LEE, NEW HAMPSHIRE

A. Certifications as to Issuer's Indebtedness.

I, the undersigned, the Treasurer of the Town of _____, New Hampshire (the "Issuer"), hereby certify that the following statement as to the debt of the Issuer is true as of _____, 20__.

1. TOTAL OUTSTANDING DEBT:

Outstanding debt including Tax Anticipation Notes \$ _____

2. DEDUCTIONS FROM OUTSTANDING DEBT:

\$ _____

a. Unmatured Tax Anticipation Notes

b. Notes issued in anticipation of grant of federal or state aid \$ _____

c. Debts incurred for supplying inhabitants with water or for the construction, enlargement, improvement or maintenance of water works \$ _____

d. Debts incurred to finance the cost of sewage systems or enlargements or improvements thereof \$ _____

e. Debts incurred to finance new sewerage systems or sewage disposal works when the costs thereof is to be financed by sewer rent or sewer assessments \$ _____

f. Debts incurred under RSA 31:10 \$ _____

g. Debts incurred to finance energy production projects, the reconstruction or enlargement of municipally owned utilities (RSA 33:6-b) \$ _____

h. Debts incurred to finance small scale power facilities (RSA 33:6-b) \$ _____

- i. Debts incurred to finance acquisition of military base (RSA 33:6-c) \$ _____
- j. Debts incurred for waste site cleanups (RSA 33:6-d) \$ _____
- k. Debts or obligations of Issuer to solid waste management district (RSA 33:6-e) \$ _____
- l. Debts incurred for broadband infrastructure (RSA 33:6-f) \$ _____
- m. Debts incurred outside the statutory debt limit under any special law (indicating the law under which such debt was issued) \$ _____
- n. Sinking Funds and cash applicable solely to the payment of debts incurred within the debt limit \$ _____
- o. Tax-increment financings pursuant to RSA 162-K \$ _____
- Total Deductions (a through o) \$ _____
- 3. "Net Indebtedness" as defined in Section 1 of the Municipal Finance Act, RSA 33:1. ("1" minus "2") \$ _____
- 4. Amount of Proposed Bond Issue \$ _____

B. Other Municipalities Covering Same Territory Which Have Power to Incur Indebtedness. Following is a list of those municipalities (other than counties) which cover the same territory as the Issuer and which have the power to incur indebtedness (e.g., towns, school districts, other village districts, etc.): _____

_____. (A certificate identical to this certificate must be completed for each named municipality.)

Dated this _____ day of _____, 20__.

Issuer's Treasurer

CERTIFICATE REGARDING OUTSTANDING NET INDEBTEDNESS

_____ **SCHOOL DISTRICT, NEW HAMPSHIRE**

A. Certifications as to Issuer’s Indebtedness.

I, the undersigned, the Treasurer of the _____ School District, New Hampshire (the “District”), hereby certify that the following statement as to the debt of the District is true as of _____, 20__.

1. GROSS DEBT:

Outstanding debt \$ _____

2. DEDUCTIONS FROM GROSS DEBT:

\$ _____

a. Notes issued in anticipation of grant of federal or state aid (including notes issued under RSA 198:20-d in anticipation of catastrophic aid and notes issued in anticipation of state adequate education grants)

b. Debts incurred outside the statutory debt limit under any special law (indicating the law under which such debt was issued) \$ _____

c. Debts incurred for broadband infrastructure (RSA 33:6-f) \$ _____

Total Deductions (a, b and c) \$ _____

3. “Net Indebtedness” as defined in Section 1 of the Municipal Finance Act, RSA 33:1. (“1” minus “2”) \$ _____

4. Amount of Proposed Bond Issue \$ _____

B. Other Municipalities Covering Same Territory Which Have Power to Incur Indebtedness.
Following is a list of those municipalities (other than counties) which cover the same territory as the District and which have the power to incur indebtedness (e.g, towns, school districts, other village districts, etc.): _____

_____. (A certificate identical to this certificate must be completed for each named municipality.)

Dated this ____ day of _____, 20__.

District's Treasurer

CERTIFICATE REGARDING OUTSTANDING NET INDEBTEDNESS

_____ **VILLAGE DISTRICT, NEW HAMPSHIRE**

A. Certifications as to Issuer's Indebtedness.

I, the undersigned, the Treasurer of the _____ Village District, New Hampshire (the "District"), hereby certify that the following statement as to the debt of the District is true as of _____, 20__.

1. GROSS DEBT:

Outstanding debt including Tax Anticipation Notes \$ _____

2. DEDUCTIONS FROM GROSS DEBT:

a. Unmatured Tax Anticipation Notes \$ _____

b. Notes issued in anticipation of grant of federal or state aid \$ _____

c. Debts incurred for supplying inhabitants with water or for the construction, enlargement, improvement or maintenance of water works \$ _____

d. Debts incurred to finance the cost of sewage systems or enlargements or improvements thereof \$ _____

e. Debts incurred to finance new sewerage systems or sewage disposal works when the costs thereof is to be financed by sewer rent or sewer assessments \$ _____

f. Debts incurred under RSA 31:10 \$ _____

g. Debts incurred to finance energy production projects, the reconstruction or enlargement of municipally owned utilities (RSA 33:6-b) \$ _____

h. Debts incurred to finance small scale power facilities (RSA 33:6-b) \$ _____

i. Debts incurred to finance acquisition of military base (RSA 33:6-c) \$ _____

- j. Debts incurred for waste site cleanups (RSA 33:6-d) \$ _____
- k. Debts or obligations of Issuer to solid waste management district (RSA 33:6-e) \$ _____
- l. Debts incurred for broadband infrastructure (RSA 33:6-f) \$ _____
- m. Debts authorized or incurred outside the statutory debt limit under any special law (indicating the law under which such debt was issued) \$ _____
- n. Sinking Funds and cash applicable solely to the payment of debts incurred within the debt limit \$ _____
- o. Tax-increment financings pursuant to RSA 162-K \$ _____
- Total Deductions (a through n) \$ _____
- 3. "Net Indebtedness" as defined in Section 1 of the Municipal Finance Act, RSA 33:1. ("1" minus "2") \$ _____
- 4. Amount of Proposed Bond Issue \$ _____

B. Other Municipalities Covering Same Territory Which Have Power to Incur Indebtedness. Following is a list of those municipalities (other than counties) which cover the same territory as the District and which have the power to incur indebtedness (e.g., towns, school districts, other village districts, etc.): _____

_____. (A certificate identical to this certificate must be completed for each named municipality.)

Dated this _____ day of _____, 20__.

Issuer's Treasurer

SELECTMEN'S MEETING

November 25, 2013

CONSENT AGENDA ITEMS

(Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

- Local River Management Advisory Committee Nominee Form
- Oyster River Cooperative School District Release Form
- Vacation Request – Caren Rossi
- Pay in Lieu of Vacation – Warren Hatch

INFORMATION ONLY

- Rumble Strip Installation Guidelines



LOCAL RIVER MANAGEMENT ADVISORY COMMITTEE
NOMINEE FORM

Please complete both sides of this Form and email to riversprogram@des.nh.gov or mail to Rivers Coordinator, NH DES, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095
Please type "NOMINEE FORM" and nominee's name in the subject line of the email.
For questions contact the Rivers Coordinator at 271-2959.

NOMINEE NAME: Sharon Meeker

DATE: Nov. 5, 2013

RIVER NAME: Lamprey River

REPRESENTING: MUNICIPALITY: Lee, NH OTHER:

Nominee Contact Information:

Street Address: 203 Wadleigh Falls Rd.

Town: Lee

Zip Code: 03861

Email: s-meeker@comcast.net

Phone (home): 603-659-5441

Phone (cell): NA

Phone (work): 603-659-5441

Is this a: [] New Appointment or a [X] Reappointment - X

Please state your interest(s) in serving on the Local Advisory Committee:

- [] Local Government
[] Business
[X] Conservation - xxx
[X] Recreation - xxx
[] Agriculture
[X] Riparian Landowners - xxx

(Form continued on page 2)

Board of Selectmen or Authorized Signature(s) - REQUIRED (e-signature acceptable)

Name: Title:

Name: Title:

Name: Title:

Note: By statute, the Commissioner of DES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a).

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection:

I have been a volunteer for the Lamprey River Advisory Committee for 20 plus years and have chaired the group several times and served as the chairman of the outreach/education, recreation, and history subcommittees. I am a riparian land owner and as such have an abiding interest in river conservation in all its aspects. My background includes managing volunteers in environmental in educational and environmental fields. I also want to continue to inform myself and others about the value of environmental conservation and commit to continuing to assist the expanded Lamprey River Advisory Committee in its goal of conserving the entire Lamprey and its 5 major tributaries. I hope to continue to serve as one of Lee's representatives in this capacity.

Most Local Advisory Committees engage in a variety of activities. Reviewing those activities listed below, please check those that are of most interest to you:

- Management Plan Preparation/Implementation - xxx
- Event Organization - xxx
- Public Education - xxx
- Grant Writing
- Public Relations - xxx
- Committee Administration x x x
- Other project development _____

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings.

- I can attend monthly meetings on most weeknights- xxx
- I can attend monthly meetings only if scheduled on a specific weeknight
- I can only attend a limited number of monthly meetings
- I cannot attend monthly meetings, but am willing to complete tasks on behalf of the Local Advisory Committee

<p><u>For DES Office Use Only</u></p> <ol style="list-style-type: none">1. Nominee form has been reviewed by RMPP staff on (date) _____2. LAC Chair and Nominee have been contacted regarding nomination on (date) _____3. RMPP Staff recommends appointment to Commissioner: <input type="checkbox"/> Approve _____ RMPP staff _____ Date _____4. Appointment letter and information packet sent on (date) _____5. Contacts database updated (date) _____6. <u>LAC Member List</u> updated (date) _____

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

RELEASE OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

Release executed on _____, 20__ by _____,
a duly authorized officer of _____
an organization herein referred to as "Organization".

In consideration of being permitted to use the property and/or facilities of the Oyster River Cooperative School District at _____ for the purpose of _____, the Organization, its officers and members do hereby release and forever discharge the Oyster River Cooperative School District, its officers, administrators, teachers, employees and agents from all liability to the Organization, its officers and members for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to the Organization, its officers and its member's person or property, even injury resulting in death, whether caused by the negligence of the Oyster River Cooperative School District, its officers, administrators, teachers, employees, agents or otherwise while the Organization and its members are using the property and or facilities of the Oyster River School District.

The Organization agrees to indemnify the Oyster River Cooperative School District, its officers, administrators, teachers employees and agents from any loss, liability, damage or cost they may incur due to the use by the Organization of the property and/or facilities of the Oyster River Cooperative School District whether caused by the negligence of the Oyster River Cooperative School District, its officers, administrators, teachers, employees, agents or otherwise.

The Organization hereby assumes full responsibility for the risk of bodily injury, death or property damage which may occur as a result of the use of the property and/or facilities of the Oyster River Cooperative School District by the Organization, its members and guests.

The Organization expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire.

In witness whereof, Organization has executed this release at _____
the day and year first above written.

By its duly authorized officer

Printed Name

Organization

Vacation Request and Approval Form for Department Heads

Date: NOV 21, 2013

From: RANDY STEVENS
Department Head Name

To: **Board of Selectmen, Town of Lee, NH**

4 DAYS AS WEATHER + SCHEDULE PERMIT. (MOST LIKELY LAST 2 WEEKS IN DEC.)
Please indicate below the dates you are requesting for your vacation period.

From		To	
/	/	/	/
/	/	/	/
/	/	/	/

Please indicate below your available vacation time.

Vacation Time Available In Hours/Days	Vacation Time Taken in Last 12 Months in Hours/Days
296 hours	98 hours

Vacation is approved/disapproved.

John R. LaCourse
Chairman

Carole Dennis

David Cedarholm

Board of Selectmen



TOWN of LEE, NEW HAMPSHIRE
7 Mast Road, Lee, New Hampshire 03861

Request for Payment in Lieu of Vacation Time

Date Nov. 21, 2013

Dear Board of Selectmen,

Per the "Personnel Policies and Procedures Manual for Town of Lee" which was adopted in 2009,

I WARREN HATCH respectfully request vacation pay in lieu of vacation time off

(EMPLOYEE NAME)

in the month of Nov 2013 in the amount of \$ 813.⁶⁰

(MONTH)

(YR)

(WEEKLY EARNINGS)

I have 336 hours/ _____ days of accrued vacation time.

(Vacation Hours)

(Vacation Days)

I understand that the granting of this request is also contingent upon there being sufficient funds in the 4155-49 Account – Payment in Lieu of Vacation for this Fiscal Year.

[Signature]
Employee Signature

[Signature]
Department Head Signature

I have confirmed that this employee's date of hire is 10/14/1997 and, as of the date of this request, has more than ten (10) years of service with the Town of Lee and receives at least fifteen (15) days of earned vacation per year.

As of the date of this request, there is \$ 13,000.00 in the 4155-49 Account – Payment in Lieu of Vacation.

[Signature]
Town Administrator Signature

* 2009 Town of Lee Personnel Policy, Page 13:

At the discretion of the Board of Selectmen, employees with more than ten (10) years of service who receive at least fifteen (15) days of earned vacation per year may elect to work during one (1) week of vacation and receive regular earnings as well as vacation pay. There is no other provision for an employee to cash in vacation for pay in lieu of time off. Employees having vacation accruals must submit a request in writing to the Board of Selectmen through their Department Head. Vacation time may not be taken in advance of being earned.

Chairman, John R. LaCourse

Carole Dennis

David Cedarholm

NEW HAMPSHIRE DOT

RUMBLE STRIP INSTALLATION GUIDELINES

The following are guidelines established for the use of milled rumble strips along New Hampshire roadways. Run off the road (ROR) crashes and head-on collisions due to fatigued, inattentive, or otherwise impaired drivers are a major contributor to New Hampshire's fatal and injury crashes. Milled shoulder rumble strips (SRS) and milled centerline rumble strips (CRS) provide low-cost safety solutions that alert drivers when they drift from their travel lane, providing an opportunity for the driver to maneuver their vehicle out of harms way. Another recognized benefit of shoulder rumble strips is that they alert pedestrians and bicyclists of possible danger from errant vehicles that leave the travel way and enter the shoulder area. Because of their proven benefits (NCHRP Synthesis Report #191 & #339), a project specific cost to benefit analysis will not be required.

General Design Guidelines for the Installation of Milled Rumble Strips on New Hampshire Highways

Milled Shoulder Rumble Strips (SRS) will be installed on all Interstate Highways, and similarly Limited Access divided highways to reduce the number of run off the road accidents due to driver inattention. Specific guidelines and details are included in this section.

- Other highways that may be considered for SRS installation:
 - Highway segments with a speed limit of 50 MPH or greater with Limited or Controlled Access
 - Highway segments with a minimum of 8' wide shoulders
 - Highway segments with an accident history of run off the road accidents that would warrant SRS consideration (Based on NH statewide average).
 - Highways with ADT greater than 1500 vpd
 - Any highways not meeting all of the above conditions will require an engineering analysis and Chief Engineer Approval.

Milled Centerline Rumble Strips (CRS) will not be standard practice on any Highway. CRS installation will only be considered on an individual project-by-project basis to reduce the number of crossing the centerline road accidents due to driver inattention. Specific guidelines and details are included in this section.

- As a minimum the following conditions will apply:
 - Highway segment has a speed limit of 50 MPH or greater with Limited or Controlled Access.
 - Highway segment should have a minimum of 4' wide shoulders
 - Highway segment has an accident history (crossing the centerline), greater than the NH statewide average.
 - ADT should be greater than 5000 vpd
 - Existing Pavement must be in good condition so that the installation of CRS will not cause future pavement delamination.
 - Minimum depth of the existing wearing course should be 1-1/4 inches
 - A public informational meeting will be held and concurrence from the local officials should be obtained.
 - Any highways that do not meet all of the above conditions will require an engineering analysis and Chief Engineer Approval.

Specific Design Guidelines for the Installation of Milled Rumble Strips on New Hampshire Highways

Installation procedures for Milled Shoulder Rumble Strips (SRS) on Interstate and similarly Limited Access divided highways:

Right Side Shoulders

- Depth shall be 1/2 inch
- Width shall be 16"
- Location shall be 30" from the outside of the edge line
- SRS shall not be installed on bridge decks.
- Terminate SRS 30' before at grade bridges and begin them 30' after. (This eliminates conflicts with at grade approach slabs.)
- Install SRS on fill over bridge structures

Ramp starting and stopping locations

Off ramps: Terminate SRS when the shoulder either gets narrower than 6' or at the beginning of the concrete nose

Mainline: Begin at concrete nose for off ramp
Terminate at end of concrete nose for on ramp

On ramps: Begin at end of the concrete nose as long as the shoulder is wider than 6' throughout the length of the acceleration lane

NOTE: At cloverleaf interchanges that have high volume and the acceleration lane is also the deceleration lane, consideration should be given to start the SRS 500' to 1000' beyond the off ramp nose

Note: If the ramp continues as a multi-lane roadway beyond the nose, consideration should be given during the design phase to extend SRS beyond the nose.

Left Side Shoulders (Median side)

- Depth shall be 1/2 inch
- Width shall be 16"
- Location shall be 6" from the outside of the edge line if shoulder width is 6' and less
- Location shall be 30" from the outside of the edge line if the shoulder width is greater than 6'

Median Crossovers (Starting and Stopping locations)

- When SRS are 30" off the edge line (shoulders greater than 6') terminate SRS 50' before and begin SRS 50' after.
- When the SRS are 6" off the edge line (shoulders 6' & less) terminate SRS 130' before and begin SRS 50' after.

Installation procedures for Milled Shoulder and Centerline Rumble Strips on NHS and other undivided 2-lane or 4-lane roadways:

Shoulder Rumble Strips (SRS)

- Depth shall be 3/8 inch
- Width shall be 12"
- Location shall be 12" from the outside of edge line

Intersections, drives and climbing lanes – starting and stopping locations

- If the highway has on and off ramps, terminate SRS at the edge line taper point

- Where right turn lanes exist – terminate at the beginning of the edge line taper of the turn lane
- Where no right turn lane exists - terminate SRS 300' before pavement radius of the side road
- Where no left turn lane exists (but many vehicles make this movement), terminate SRS 300' before the pavement radius of the side road.
- Begin SRS 150' after the radius of the side road
- At major commercial drives, use the guidelines noted above
- SRS will run by single resident & field driveways
- For truck climbing lanes, terminate SRS at the beginning of the edge line taper, unless the shoulder maintains a minimum width of 8'. Begin SRS when the edge line tapers back to normal and the shoulder has a minimum width of 8'.
- SRS will not be placed on segments of roadway that have more than 5 side roads and/or major commercial drives in a one-mile segment.

Note: Design should also take into consideration whether they should be installed in residential areas at all.

Signing

- Signing specifically related to the presence of SRS shall be included in all projects requiring the installation of SRS

Centerline Rumble Strips (CRS)

- Depth shall be 3/8 inch (passing zones included)
- Width shall be 12"
- Location shall be directly under the centerline

Intersections with no turn lanes or painted islands - starting and stopping locations

- Terminate CRS 25' before the end of the double yellow centerline
- Begin CRS 25' after start of the double yellow centerline

Intersections with raised islands - starting and stopping locations

- When approaching an island and at the point where the double yellow lines diverge, the CRS shall continue along the left double yellow line and terminate 25' before the end of the double yellow. If the double yellow becomes a single yellow terminate 25' before that point

Intersections with left turn lanes - starting and stopping locations

- Terminate CRS 25' before the end of the double yellow.
- Begin CRS 25' after the start of the double yellow.

Intersections with Painted Islands - starting and stopping locations

- At the point where the painted island starts (double yellow lines diverge), CRS shall only continue along the left double yellow line and terminate 25' before the end of the double yellow.

Signing

- Signing specifically related to the presence of CRS shall be included in all projects requiring the installation of CRS