

**TOWN OF ASHLAND  
BOARD OF SELECTMEN  
REGULAR MEETING  
MONDAY, APRIL 1<sup>ST</sup>, 2019 at 6:30 p.m.  
ASHLAND ELEMENTARY SCHOOL LIBRARY**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT (Agenda items only)**
- IV. APPROVAL OF MINUTES**
  - a. BOS meeting(s); 3/18/19; 3/21/19, 3/28/19
- V. NEW BUSINESS**
  - a. Ashland Water & Sewer – septic receiving station bids
  - b. Preservation Easement application – RSA 79-D
  - c. NHDES and Pemigewasset River Local Advisory Committee (PRLAC) requesting increased membership from the Town of Ashland.
- VI. OLD BUSINESS**
- VII. SELECTBOARD ITEMS**
- VIII. PUBLIC COMMENT (Agenda items only)**
- IX. NON-PUBLIC SESSION (If needed)**
- X. ADJOURN**

**Posted on 3/29/2019 at the Town Office building and town website**

*The Ashland Board of Selectmen reserve the right to enter nonpublic session when necessary according to the provisions of RSA 91-A. Any person with a disabling condition who wishes to attend this public meeting and needs to be provided reasonable accommodations to participate, please contact the Ashland Town Office at 603-968-4432 so accommodations can be made. It is asked that such requests be made with prior notice.*

1                                   **ASHLAND BOARD OF SELECTMEN**  
2                                   **WORK SESSION MEETING MINUTES**  
3                                   **MONDAY, MARCH 18, 2019**  
4                                   **ASHLAND ELEMENTARY SCHOOL LIBRARY**  
5                                   **6:30 P.M.**

6  
7       **I. CALL TO ORDER**

8  
9           Selectman Frances Newton called the meeting to order at 6:30 P.M. with a roll call vote;  
10          Selectmen Leigh Sharps, Kathleen DeWolfe, Casey Barney, and Eli Badger all signified they  
11          were present. Also present for this meeting was Town Administrator Charles Smith.

12  
13       **II. NON-PUBLIC SESSION**

14  
15          **MOTION:** Selectman Sharps  
16          *To enter nonpublic session under RSA 91-A;3, II (a).*

17          **SECOND:** Selectman DeWolfe

18          **VOTE:** 5-0 (All in favor)

19          **MOTION PASSED**

20          Board of Selectmen entered nonpublic session at 6:34 p.m. and reconvened at 6:40 p.m. After  
21          reconvening Selectman Sharps made the following motion:

22  
23          **MOTION:** Selectman Sharps  
24          *To appoint Charles Smith as the interim Town Manager pending contract negotiations.*

25          **SECOND:** Selectman DeWolfe

26          **VOTE:** 5-0 (All in favor)

27          **MOTION PASSED**

28  
29       **III. SELECTBOARD ITEMS** – the Selectmen reorganized following the Tuesday, March 12<sup>th</sup>,  
30       2019 town vote.

31  
32          **MOTION:** Selectman Sharps  
33          *To appoint Selectman Frances Newton as the Chairman of the Board.*

34          **SECOND:** Selectman DeWolfe

35          **VOTE:** 5-0 (All in favor)

36          **MOTION PASSED**

37  
38          **MOTION:** Selectman Sharps  
39          *To appoint Selectman Kathleen DeWolfe as Vice Chairman of the Board.*

40          **SECOND:** Selectman Badger

41          **VOTE:** 5-0 (All in favor)

42          **MOTION PASSED**

1           **MOTION:** Chairman Newton  
2           *To appoint Selectman Eli Badger as the Selectmen representative to the Ashland Budget*  
3           *Committee.*

4           **SECOND:** Selectman Sharps

5           **VOTE:** 5-0 (All in favor)

6           **MOTION PASSED**

7

8           **MOTION:** Selectman Sharps  
9           *To appoint Selectman Casey Barney as the Select Board Alternate to the Ashland Budget*  
10           *Committee.*

11           **SECOND:** Chairman Newton

12           **VOTE:** 5-0 (All in favor)

13           **MOTION PASSED**

14

15           **MOTION:** Selectman Sharps  
16           *To appoint Selectman Kathleen DeWolfe as the Ex Officio member to the Ashland Planning*  
17           *Board.*

18           **SECOND:** Selectman Badger

19           **VOTE:** 5-0 (All in favor)

20           **MOTION PASSED**

21

22           **MOTION:** Selectman Sharps  
23           *To appoint Chairman Newton as the Alternate Ex Officio member to the Ashland Planning*  
24           *Board.*

25           **SECOND:** Selectman DeWolfe

26           **VOTE:** 5-0 (All in favor)

27           **MOTION PASSED**

28

29           **MOTION:** Selectman Sharps  
30           *To appoint Chairman Newton as the representative to the Ashland Economic Development*  
31           *Committee.*

32           **SECOND:** Selectman Badger

33           **VOTE:** 5-0 (All in favor)

34           **MOTION PASSED**

35

36           **Squam Lake Watershed and Solar Energy** – consensus of the Board agreed to Selectman  
37           Sharps being the point person on solar energy projects and as the liaison to Squam Lake  
38           Watershed.

39

40

1 **IV. APPROVAL OF MINUTES**

2  
3 **MOTION:** Selectman DeWolfe

4 *To approve the Board of Selectmen meeting minutes from March 4<sup>th</sup>, 2019.*

5 **SECOND:** Selectman Sharps

6 **DISCUSSION:** Selectman Badger clarified the reference about RSA 674. Selectman  
7 DeWolfe added to the minutes her overview of the PRLAC meeting she attended on February  
8 25th

9 **VOTE:** 3-0-1 (Chairman Newton abstained; absent for meeting)

10 **MOTION PASSED**

11  
12 **V. NEW BUSINESS**

- 13  
14 a. **Warren Street Architects** – Board members were presented a scope of work from  
15 Warren Street Architects for a study to be done on the future use of the L.W. Packard  
16 Mill building. Focus of the scope of services are not to exceed \$10,000 and include  
17 planning, design assistance including architecture, structural, mechanical and electrical  
18 engineering. Funding for the scope of work is from a previously awarded CDFA  
19 feasibility grant. Total award for the grant was \$12,000 with \$2,000 to be expended  
20 for a grant administrator.

21  
22 **MOTION:** Selectman DeWolfe

23 *To hire Warren Street Architects for the feasibility grant to study the L.W. Packard*  
24 *Mill building.*

25 **SECOND:** Selectman Sharps

26 **VOTE:** 5-0 (All in favor)

27 **MOTION PASSED**

- 28  
29 b. **Melanson Heath** – accounting firm, who has conducted the town financial audit for  
30 the previous three years forwarded an engagement letter to the Board for completing  
31 the 2018 town audit. Melanson Heath also completes the financial audit for the town  
32 enterprise funds (Water & Sewer, Electric). Estimated fee for the town audit is  
33 \$15,000.

34  
35 **MOTION:** Selectman DeWolfe

36 *To hire Melanson Heath to complete the 2018 town financial audit.*

37 **SECOND:** Selectman Sharps

38 **VOTE:** 5-0 (All in favor)

39 **MOTION PASSED**

- 40  
41 c. **Commerford, Nieder, Perkins (CNP) appraisal and assessment services** – CNP is  
42 the town vendor for property assessing. CNP submitted two contracts for upcoming  
43 services; first being a calendar year contract, second a three-year contract (2019-2021).  
44 Both have escape clauses. CNP assessing rates are to stay the same in 2019. Current  
45 rates are \$90/hour for assessing and \$56 for pickups (new property value changes).  
46 Pickups in 2020 and 2021 will increase to \$57. Per state law towns are required to

1 assess property values. CNP's contract was previously submitted to State of New  
2 Hampshire Department of Revenue Administration (DRA) for review. DRA  
3 recommended two changes; 1) adding intermediate dates for completion of certain  
4 service, 2) provide a list of the personnel and their DRA certified designation prior to  
5 starting the project. Both are to be considered in new agreement.  
6

- 7 d. **MOTION:** Selectman DeWolfe  
8 *To hire Commerford, Nieder, Perkins (CNP) for assessment services.*  
9 **SECOND:** Selectman Sharps  
10 **VOTE:** 5-0 (All in favor)  
11 **MOTION PASSED**  
12

13 **VI. OLD BUSINESS** – Town Manager updated the Board of Selectmen with ongoing projects.  
14 As part of the list was building permit fees. Board members agreed to schedule the public  
15 hearing to update the fees prior to their April 1<sup>st</sup>, 2019 meeting. Hearing to start at 6 p.m. in  
16 the Ashland Elementary School library.  
17

18 **VII. SELECTBOARD ITEMS**  
19

- 20 a. **Whipple House lease agreement** – the Board of Selectmen did not agree with the  
21 proposed revisions from the Ashland Historical Society for the new lease agreement  
22 for the Whipple House. The Board requested the Town Manager write a memo to  
23 AHS about this disagreement and to set a 30-day timeframe on coming to an  
24 agreement.  
25  
26 b. **Ashland 150<sup>th</sup> Celebration and fiscal agents** – at a previous Board meeting the  
27 Town Manager was asked to follow up with legal counsel about new information from  
28 the Ashland Historical Society with them setting up the account for the 150<sup>th</sup>  
29 Celebration. Question posed was whether this development established them as fiscal  
30 agents? Board agreed to allow TA Smith to read the legal opinion, which in summary,  
31 did not change the previous opinion – the donations/funds needed to be accounted for  
32 as town funds. Board agreed to forward the email to the Ashland 150<sup>th</sup> Celebration  
33 Chairman and voted to dissolve the 150<sup>th</sup> committee and retain the committee minutes.  
34

35 **MOTION:** Selectman DeWolfe  
36 *To dissolve the 150<sup>th</sup> Committee and retain the minutes.*  
37 **SECOND:** Selectman Sharps  
38 **VOTE:** 5-0 (All in favor)  
39 **MOTION PASSED**  
40

41 c. Town Manager Smith announced the hiring of the towns' new Finance Officer/HR  
42 Coordinator Robyn Pallis.  
43

44 d. **Preservation Easement application** – the town received a preservation easement  
45 application from a property owner of a historical agricultural structure. The Board has  
46 60 days to respond to the application (RSA 79-D), which in exchange for a tax break

1 the owner of the property agrees that it will maintain property and grant the  
2 municipality an easement that has restricts the property owner to change or develop  
3 the property. Board of Selectmen are to make a final decision on the application at  
4 their April 1<sup>st</sup>, 2019 meeting.  
5

6 **VIII. NON-PUBLIC SESSION**  
7

8 **MOTION:** Selectman Sharps  
9 *To enter nonpublic session under RSA 91-A;3, II (b).*

10 **SECOND:** Selectman DeWolfe

11 **VOTE:** 5-0 (All in favor)

12 **MOTION PASSED**

13 Board of Selectmen entered nonpublic session at 7:25 p.m. and reconvened at 7:51  
14 p.m. After reconvening Selectman DeWolfe made a motion to hire a new police  
15 officer Elizabeth Scrafford. Board also agreed to make a conditional offer to a second  
16 police officer.  
17

18 **IX.** Board of Selectmen adjourned their meeting at 7:52 p.m.  
19

20 *Town Manager Charles Smith wrote these meeting minutes on March 19, 2019.*

**ASHLAND BOARD OF SELECTMEN  
WORK SESSION MEETING MINUTES  
THURSDAY, MARCH 21, 2019  
ASHLAND UTILITY BUILDING  
8:00 A.M.**

**I. CALL TO ORDER**

Chairman Frances Newton called the meeting to order at 8:00 a.m. with a roll call vote; Selectmen Leigh Sharps, Kathleen DeWolfe, Casey Barney, and Eli Badger all signified they were present. Also present for this meeting was Town Manager Charles Smith, Ashland Water and Sewer Commissioners David Toth and Alan Cilley.

**II. SELECTBOARD ITEMS** – purpose of this meeting was to plan for the transition with the town utility departments and the new Town Manager form of government. Members presents discussed next steps such as writing a job description for the Town Manager, determining the roles and responsibilities for the new position. Board members discussed creating a list of projects from the utility departments and prioritizing the items. Selectmen are considering appointing members from the Commissions on advisory to help with the transition. Selectmen are to attend the Electric Commissioners meeting on Monday, March 25<sup>th</sup>, 2019 and will have a follow up meeting on March 28<sup>th</sup>, 2019. Both meetings are to be at the Utility Building.

**III. NON-PUBLIC SESSION**

**MOTION:** Selectman Sharps

*To enter nonpublic session under RSA 91-A;3, II (a).*

**SECOND:** Selectman DeWolfe

**VOTE:** 5-0 (All in favor)

**MOTION PASSED**

Board of Selectmen entered nonpublic session at 8:51 a.m. and reconvened at 9:02 a.m. After reconvening board announced a \$1/hourly increase to the TC/TC position.

**IV. OTHER BUSINESS –**

a. **Marketing** - the Selectmen approached the subject on how to market the Town of Ashland. Topics discussed were creating a newsletter, promoting the town website, and social media, (creating a Facebook page).

**Zoning** – the topic of zoning and code enforcement matters in town was mentioned and discussed by the Board. In particular, the process on condemning dilapidated buildings in town and permitting for junk yards.

**V.** Board of Selectmen adjourned their meeting at 9:29 a.m.

*Town Manager Charles Smith wrote these meeting minutes on March 21, 2019.*

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**ASHLAND BOARD OF SELECTMEN  
WORK SESSION MEETING MINUTES  
THURSDAY, MARCH 28, 2019  
ASHLAND UTILITY BUILDING  
8:00 A.M.**

**I. CALL TO ORDER**

Chairman Frances Newton called the meeting to order at 8:00 a.m. with a roll call vote; Selectmen Leigh Sharps, Kathleen DeWolfe, and Eli Badger all signified they were present, Selectman Casey Barney was absent. Also present for this meeting was Town Manager Charles Smith.

**II. SELECTBOARD ITEMS** – with this meeting the Selectmen continued their discussion about transitioning to a Town Manager form of government and an operational standpoint with the town utility departments. Selectmen reviewed their attendance at the recent meeting with the Ashland Electric Commissioners and the upcoming projects with the department. Board members discussed contractual operation contracts with outside vendors and the benefits of hiring a firm versus internal hiring.

**III. OTHER BUSINESS**

- a. Board talked about Monday’s Board of Selectmen’s meeting agenda.
- b. The Selectmen continued their review of examples of a Town Manager’s job description. Board members are to meet April 4<sup>th</sup> at 9 a.m. in the Utility Building to continue preparing the Town Managers job description.
- c. Town Manager offered to have meetings with the former Water & Sewer Commissioners over the coming months for institutional knowledge and the continued development of the septage receiving project. Town Manager will also meet with Utility Partners and the Electric Superintendent about managing the departments.

**IV.** Board of Selectmen adjourned their meeting at 9:29 a.m.

*Town Manager Charles Smith wrote these meeting minutes on March 28, 2019.*



**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

Woodard & Curran New England, Inc.  
980 Washington Street | Suite 325  
Dedham, Massachusetts 02026  
www.woodardcurran.com

T 800.446.5518  
T 781.251.0200  
F 781.251.0847



March 28, 2019

Charlie Smith  
Town Administrator  
Town of Ashland, NH  
6 Collins Street  
Ashland, NH 03217

Re: Recommendation for Contract Award  
Headworks and Septage Receiving Facility General Contract Re-Bid  
Town of Ashland, NH

Dear Mr. Smith:

We have reviewed the bids submitted to the Town of Ashland, NH on March 27, 2019 for the Headworks and Septage Receiving Facility general contract package. Two bids were received from PRB Construction, Inc. and T. Buck Construction, Inc.

PRB Construction is the apparent low bidder with a base bid price of \$1,890,000.00 and a bid alternate price of \$50,000.00 for demolition of the existing East Flume building.

We have reviewed the information contained in the bid submitted by PRB Construction. All required forms and certifications were submitted along with the bid form as required. Woodard & Curran has worked with PRB Construction on several previous projects which were completed with minimal, fairly priced change orders and good communication with both W&C and the Owner.

We recommend the Town award the contract to PRB Construction in the amount of \$1,940,000.00. If you are prepared to proceed with the award, please sign the attached Notice of Intent to Award at your earliest convenience and return to this office.

If you have any questions, please do not hesitate to call me at 781-613-0582.

Sincerely,

WOODARD & CURRAN

Lauren Frank, P.E.  
Project Manager

Attachments: General Bid Tabulation

PN: 226010.05

**NOTICE OF INTENT TO AWARD (C-00 50 55)**

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Date of Issuance: March 28, 2019

Owner:	Town of Ashland	Owner's Contract No.:	
Engineer:	Woodard & Curran	Engineer's Project No.:	226010.05
Project:	Headworks & Septage Receiving Facility	Contract Name:	Headworks & Septage Receiving Facility
Bidder:	PRB Construction, Inc.		
Bidder's Address:	25 Conway Club Rd, #706, Concord, NH 03249		

**TO BIDDER:**

You are notified that your Bid dated March 27, 2019 for the above Contract has been considered.

You are the apparent Successful Bidder and Owner intends that the above Contract be awarded to you. The Contract Price of the awarded Contract is: \$1,940,000.00, **subject to** the following conditions being met and subject to required reviews, approvals and specifically, funding agency approval by the NH Department of Environmental Services.

You must comply with the following conditions precedent **within 10 days** of the date of receipt of this Notice of Intent to Award:

1. Deliver the Contract security [performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. The bonds shall be executed in 4 counterparts, each of which shall be deemed an original and each with an original power of attorney.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Intent to Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

---

Owner: Town of Ashland

Authorized Signature

By: Charles Smith

Title: Town Administrator

Copy: Engineer

A-3.1

BID

Proposal of PRB CONSTRUCTION INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of NEW HAMPSHIRE doing business as CORPORATION  
(Corporation, Partnership, Individual)

To the TOWN OF ASHLAND NH (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of HEADWORKS AND SEPTAGE RECEIVING FACILITY in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

207 consecutive calendar days for substantial completion.

235 consecutive calendar days for final completion.

Liquidated damages will be in the amount of \$ 500 for each calendar day of delay from the date established for substantial completion and \$ 500 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

ADD # 1

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder. PRB CONSTRUCTION INC
2. Permanent Main Office address. 25 COUNTRY CLUB RD # 706  
GILFORD NH 03249
3. When organized? 2001
4. Where incorporated? NEW HAMPSHIRE
5. Is bidder registered with the Secretary of the State to do business in New Hampshire? YES
6. For how many years has your firm engaged in the contracting business under its present name? 18 YEARS  
Also state names and dates of previous firm names, if any. KEYMONT CONSTRUCTION 13 YEARS
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) ATTACHED
8. General character of work performed by your company. WATER AND WASTEWATER CONSTRUCTION
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? \_\_\_(Yes)  (No).  
If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_(Yes)  (No).  
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? \_\_\_(Yes)  (No).  
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. ATTACHED
13. List your major equipment available for this contract. RENT AS NEEDED
14. List your key personnel such as Project Superintendent and foreman available for this contract.  
PAUL R. BLANDFORD
15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):
  - a. Civil Engineering
  - b. Utility Installation
  - c. Other work

16. With what banks do you conduct business? BANK OF NEW HAMPSHIRE

Do you grant the Engineer permission to contact this (these) institutions? Y (Yes)    (No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:  
*Paul R. Blandford*  
Signature

25 COUNTRY CLUB RD # 706  
GILFORD NH 03249  
Address

PRESIDENT  
Title

3-27-2019  
Date

PAUL R. BLANDFORD Being duly sworn, deposes and says that he is  
PRESIDENT of RRB CONSTRUCTION INC  
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this 27 day of MARCH, 20 19

*Debra S. Wheeler*  
Notary Public

My commission expires

**Debra S. Wheeler, Notary Public**  
**My Commission Expires 9/5/2023**

(Seal - If BID is by Corporation)

ATTEST:

*TPM notal*

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

A-3.4

BID SCHEDULE

BIDDER will complete the Work in accordance with the CONTRACT DOCUMENTS for the following price(s). BIDDER must complete all items including Alternates. NOTE: TOWN IS EXEMPT FROM SALES TAX. BIDS shall include all other applicable taxes and fees.

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	ADMINISTRATION (Mobilization/Demobilization) @ ONE HUNDRED THOUSAND _____ Dollars and _____ Cents PER LUMP SUM	1	100,000	100,000
		LS		
2	EXCAVATION OF UNSUITABLE MATERIALS @ TWENTY _____ Dollars and _____ Cents PER CUBIC YARD	50*	20	1000
		CY		
3	SELECT BACKFILL @ THIRTY FIVE _____ Dollars and _____ Cents PER CUBIC YARD	50*	35	1750
		CY		
4	ROCK EXCAVATION @ FOUR HUNDRED _____ Dollars and _____ Cents PER CUBIC YARD	5*	400	2000
		CY		
5	TEST PITS @ THREE HUNDRED _____ Dollars and _____ Cents PER EACH	5*	300	1500
		EA		
6	Owner's Contingency Allowance for TESTING TEN THOUSAND Dollars and ZERO Cents NOT TO EXCEED	1	\$10,000	\$10,000
		NTE		
7	Owner's Contingency Allowance for ELECTRICAL SERVICE TWENTY THOUSAND Dollars and ZERO Cents NOT TO EXCEED	1	\$20,000	\$20,000
		NTE		
8	Owner's Contingency Allowance for METAL BUILDING SYSTEM ERECTION (based quote from Construx, Inc.) @ NINETY SEVEN THOUSAND SEVEN HUNDRED Dollars and ZERO Cents NOT TO EXCEED	1	\$97,700	\$97,700
		NTE		
9	GRIT REMOVAL & DISPOSAL	20		

A-3.5

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
	@ <u>Two Hundred Seventy Five</u> Dollars and _____ Cents PER CUBIC YARD	CY	275	5,500
10	HEADWORKS AND SEPTAGE RECEIVING FACILITY	1	1,650,550	1,650,550
	@ <u>One Million Six Hundred Fifty Thousand</u> <u>Five Hundred and Fifty</u> Dollars and _____ Cents PER LUMP SUM	LS		
Total of All Base Bid Items (1 through 10)				1,890,000

\*Indeterminate quantities used for bidding purposes only.

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above.

ALTERNATE ITEM A-1 (IF AWARDED BY OWNER)

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
A-1	DEMOLITION OF EXISTING EAST FLUME BUILDING @ <u>Fifty Thousand</u> Dollars and _____ Cents PER LUMP SUM	1 LS	50,000	50,000

TOTAL OF BASE BID & ALTERNATES = TOTAL BID PRICE

One Million Nine Hundred Forty Thousand

\_\_\_\_\_ Dollars and \$ 1,940,000  
\_\_\_\_\_ Cents (Use figures)

(Use words)

BIDS will be compared based on Base Bid plus Alternate A.

The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal

- DBE Subcontractor Utilization Form (EPA Form 6100-4)
- DBE Subcontractor Performance Forms (EPA Form 6100-3) Submit one form for each DBE subcontractor

- Bidder's American Iron and Steel acknowledgement



A-4.1

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
PRB CONSTRUCTION, INC., GILFORD, NH 03245 \_\_\_\_\_ as Principal, and  
MERCHANTS BONDING COMPANY \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto TOWN OF ASHLAND, NH as OWNER  
in the penal sum of - FIVE PERCENT OF BID - (5%)  
for the payment of which, well and truly to be made, we hereby jointly and severally  
bind ourselves, successors and assigns.

Signed, this 27TH day of MARCH, 2019

The Condition of the above obligation is such that whereas the Principal has submitted  
to

TOWN OF ASHLAND, NH

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in  
writing, for

the **HEADWORKS AND SEPTAGE RECEIVING FACILITY**

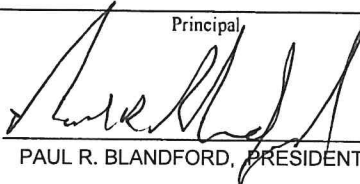
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

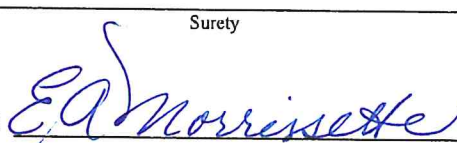
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRB CONSTRUCTION, INC.

Principal  
By:   
PAUL R. BLANDFORD, PRESIDENT

MERCHANTS BONDING COMPANY

Surety  
By:   
E. A. MORRISSETTE, ATTORNEY-IN-FACT

**IMPORTANT**-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Beatrice Lachance; Chris Sharpe; Dorothy J Warshaw; E A Morrisette; J Harrison; J J Schroeder; Lynn Blanchard; Nicki A Runci; Tara Dean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of June, 2017.

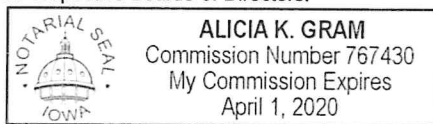


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 15th day of June 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27TH day of MARCH, 2019.



*William Warner Jr.*  
Secretary



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	<p>NONE USED / RECEIVED</p> <hr/> <p><i>[Signature]</i> 3-21-2019</p>	

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

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<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>PRB Construction Inc</i>		Project Name <i>HEADWORKS AND SEPTAGE RECEIVING</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>PAUL R. BLUMFORD</i>	
Address <i>25 COUNTRY CLUB RD #706 GUILFORD, VA 03249</i>			
Telephone No. <i>603 528 7703</i>		Email Address <i>PRB@METROCAST.COM</i>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<i>ELECTRICAL INSTALLATION INC</i>	<i>397 WATKINS HILLWAY MOUNTAIN BORO VA 03264 603 253 4525</i>	<i>\$400,000</i>	<input checked="" type="checkbox"/>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Roder Blandford
<b>Title</b>	<b>Date</b>
President	3-27-2015

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

D-7.11

## American Iron and Steel

### BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

**Instructions:** This acknowledgement form must be completed and signed by the Bidder's authorized representative, and conveyed to Owner with bid submittal.

Project Name: HEADWORKS AND SEPTAGE RECEIVING  
City/Town/Entity: ASALAND  
Bidder Name: PRB CONSTRUCTION INC  
Bidder Address: 25 COUNTRY CLUB RD # 706 GUILFORD NH 03249

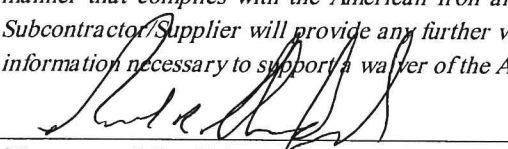
With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner and the State of New Hampshire (State) that it understands that this project is subject to the "American Iron and Steel (AIS)" requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects, and these laws require that all of the iron and steel used in the project be produced in the United States ("American Iron and Steel Requirement") including all iron and steel goods provided by the Bidder pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner).

***Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:***

" \_\_\_\_\_ (Subcontractor/Supplier) acknowledges to and for the benefit of the \_\_\_\_\_ (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "American Iron and Steel" (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

  
(Signature of Certifying Bidder Representative)

3-27-2019  
(Date)



**BID**

Proposal of T Buck Construction, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Maine doing business as a Corporation (Corporation, Partnership, Individual)  
 To the Town of Ashland (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of **HEADWORKS AND SEPTAGE RECEIVING FACILITY** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

207 consecutive calendar days for substantial completion.

235 consecutive calendar days for final completion.

Liquidated damages will be in the amount of \$ 500 for each calendar day of delay from the date established for substantial completion and \$ 500 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

addendum 1 dated 3-22-19

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A-3.2

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder. *see attached answers*
2. Permanent Main Office address.
3. When organized?
4. Where incorporated?
5. Is bidder registered with the Secretary of the State to do business in New Hampshire?
6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any.
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? \_\_\_(Yes) \_\_\_(No).  
If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_(Yes) \_\_\_(No).  
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? \_\_\_(Yes) \_\_\_(No).  
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as Project Superintendent and foreman available for this contract.
15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):
  - a. Civil Engineering
  - b. Utility Installation
  - c. Other work

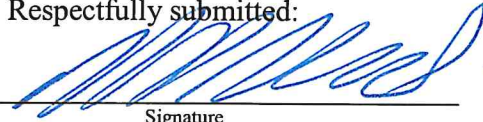
Project:		Headworks & Septage Receiving
Owner:		Town of Ashland
question		Answer
1		T. Buck Construction, Inc.
2		302B auburn Road Turner, Me 04282
3		Jan. 16, 1989
4		Maine
5		YES
6		30 years
7		see attached
8		sitework, concrete, carpentry, process piping
9		NO
10		No
11		NO
12		See attached
13		See attached
14		Bruce Kenney
15	a	
	b	
	c	
16		Mechanic Savings Bank
		Yes

16. With what banks do you conduct business?

Do you grant the Engineer permission to contact this (these) institutions?  (Yes)  (No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

  
 Signature Turner ME 04288  
 Address  
VICE PRESIDENT  
 Title 3-27-19  
 Date

Mark McPheters Being duly sworn, deposes and says that he is  
VP of TRUCK CONSTRUCTION, INC  
(Name of Organization)  
 and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this 27 day of March, 20 19

Time Storm  
 Notary Public

My commission expires 1-26-2020

(Seal - If BID is by Corporation)

ATTEST: BRE

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

**BID SCHEDULE**

BIDDER will complete the Work in accordance with the CONTRACT DOCUMENTS for the following price(s). BIDDER must complete all items including Alternates. NOTE: TOWN IS EXEMPT FROM SALES TAX. BIDS shall include all other applicable taxes and fees.

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	ADMINISTRATION (Mobilization/Demobilization) @ <u>TWO HUNDRED THOUSAND</u>	1	200,000.00	200,000.00
	Dollars and <u>ZERO</u> Cents PER LUMP SUM	LS		
2	EXCAVATION OF UNSUITABLE MATERIALS @ <u>THIRTY FIVE</u>	50*	35.00	1,750.00
	Dollars and <u>ZERO</u> Cents PER CUBIC YARD	CY		
3	SELECT BACKFILL @ <u>THIRTY FIVE</u>	50*	35.00	1,750.00
	Dollars and <u>ZERO</u> Cents PER CUBIC YARD	CY		
4	ROCK EXCAVATION @ <u>TWO HUNDRED AND FIFTY</u>	5*	250.00	1,250.00
	Dollars and <u>ZERO</u> Cents PER CUBIC YARD	CY		
5	TEST PITS @ <u>SIX HUNDRED</u>	5*	600.00	3,000.00
	Dollars and <u>ZERO</u> Cents PER EACH	EA		
6	Owner's Contingency Allowance for TESTING TEN THOUSAND Dollars and ZERO Cents NOT TO EXCEED	1	\$10,000	\$10,000
		NTE		
7	Owner's Contingency Allowance for ELECTRICAL SERVICE TWENTY THOUSAND Dollars and ZERO Cents NOT TO EXCEED	1	\$20,000	\$20,000
		NTE		
8	Owner's Contingency Allowance for METAL BUILDING SYSTEM ERECTION (based quote from Construx, Inc.) @ NINETY SEVEN THOUSAND SEVEN HUNDRED Dollars and ZERO Cents NOT TO EXCEED	1	\$97,700	\$97,700
		NTE		
9	GRIT REMOVAL & DISPOSAL	20		

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
	@ <u>TWO HUNDRED AND FIFTY</u> Dollars and <u>ZERO</u> Cents PER CUBIC YARD	CY	250.00	5,000.00
10	HEADWORKS AND SEPTAGE RECEIVING FACILITY	1	1,879,550.00	1,879,550.00
	@ <u>ONE MILLION EIGHT HUNDRED AND SEVENTY NINE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS</u> Dollars and <u>ZERO</u> Cents PER LUMP SUM	LS		
Total of All Base Bid Items (1 through 10)				2,220,000.00

\*Indeterminate quantities used for bidding purposes only.

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above.

**ALTERNATE ITEM A-1 (IF AWARDED BY OWNER)**

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
A-1	DEMOLITION OF EXISTING EAST FLUME BUILDING @ <u>SEVEN THOUSAND</u> Dollars and <u>ZERO</u> Cents PER LUMP SUM	1 LS	7,000.00	7,000.00

**TOTAL OF BASE BID & ALTERNATES = TOTAL BID PRICE**

TWO MILLION TWO HUNDRED AND TWENTY  
SEVEN THOUSAND Dollars and \$ 2,227,000.00  
ZERO Cents (Use figures)  
(Use words)

BIDS will be compared based on Base Bid plus Alternate A.

**The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal**

- DBE Subcontractor Utilization Form (EPA Form 6100-4)
- DBE Subcontractor Performance Forms (EPA Form 6100-3) **Submit one form for each DBE subcontractor**

Bidder's **American Iron and Steel** acknowledgement

Item No.	Description	Quantity	Unit	Price
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
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Prime Contractor Name <i>T Buck Construction Inc</i>		Project Name <i>Headworks &amp; Septage Rec.</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>5515 Auburn RD Turners ME 04882</i>			
Telephone No. <i>207-783-4223</i>		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

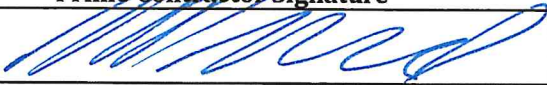




OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	MARK MCPHETERS
<b>Title</b>	<b>Date</b>
VICE PRESIDENT	3-27-19

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

D-7.11

## American Iron and Steel

### BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

**Instructions:** This acknowledgement form must be completed and signed by the Bidder's authorized representative, and conveyed to Owner with bid submittal.

Project Name: Headworks & Sewage receiving  
City/Town/Entity: Ashland NH  
Bidder Name: T Buck Construction Inc  
Bidder Address: 2023 Auburn RD Turner NE 04282

With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner and the State of New Hampshire (State) that it understands that this project is subject to the "American Iron and Steel (AIS)" requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects, and these laws require that all of the iron and steel used in the project be produced in the United States ("American Iron and Steel Requirement") including all iron and steel goods provided by the Bidder pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner).

**Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:**

" \_\_\_\_\_ (Subcontractor/Supplier) acknowledges to and for the benefit of the \_\_\_\_\_ (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "American Iron and Steel" (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

  
(Signature of Certifying Bidder Representative)

3-27-19  
(Date)

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
1941 Plymouth Coupe	1941	Plymouth		
2003 Mac Utility	Mac	Utility	2003	2S9US41503S132246
2003 Mac Utility	Mac	Utility	2003	2S9US41593S132374
AB1 Arrow Board	Wanco		2007	5F11S101X71001530
AB2 Arrow Board	wanco		2008	5F11S101561002583
AB4 Arrow Board	Wanco	WTSP55	2007	5F11S10101061001213
AB5 Arrow Board				1N9AL1013pF272028
AB6- Arrow Board	Wanco`		2007	5F1151010A1001012
E012-1985 185 Ingrsll-Rnd Comp	Ingersoll-Rnd	P-185-W-JD	1985	149626U85957
E013-1997 Godwin Sub Pump	Heidra	HS150	1997	9607671-2
E015-1978 Conc Screed Bidwell	Bidwell	RF200	1978	RF-79300-2-V
E016-1993 Miller Welder w/Trlr	Big Blue	251D		DIN/ISO3045IFN
E022-1974 40' Box Trailer	Home	Trlr	1974	94465
E036-Miller Welder				
E039-1998 Bomag Compactor	Bomag	3038	1998	40ZH7620
E050-1984 Box Trailer	Kentucky	Van	1984	1KKVE4520EL069467
E051-1983 Box Trailer	Kentucky	Van	1983	1KKVE4824DL000761
E054-1999 8x8 Manhole Box	Manhole Box	Trench	1999	Trench Box
E055-1999 Stone Box	Stone Box	Stone Box	1999	Stone Box
E056- 98 Trench Box (JordanEq)	Trench Box		1998	9802262
E057-6x12 Trench Box	Steel	Trench	2000	F06
E059A 2004 Cat 430D	CAT	430D	2004	BMC03548
E063-Ditchwitch	Dtchwtch 1996	3500		3N0398
E067A-2004CAT 430D	2005 CAT	430D	2004	BMC04911
E072-1980 Kentucky Van Trailer	Kentucky	Van	1980	60731
E073-1984 Theurer Van Trailer	Theurer	Trailer	1984	1TA124828E1113768
E074-2001 Snopro Trailer	Snopro	E65X20	2001	5FGE6202411002531
E080-1985 F700 Platform Dump	Ford	F700	1985	1FDXR74N5FVA03373
E083-Read Screenall	Read	Rd90		857389
E091-2002 Hydra Platform	Hydra-Platfrm	HP 32/180	2002	1H9US33342C196185
E092-2002 Custom Flatbed	Custom	6T182EDBYTW	2002	5B733163921004260
E095-96 Leroi 185 CFM Comp	Leroi//(Grn)	Q185DJE	1996	3272X1552
E096-1987 MSI 32' Trailer	MSI	OS32	1987	7034285
E098-1995 IR Air Compressor	Ingersoll Rnd	Air Compressr	1995	257202UFF327
E101-Asphalt Zipper	John Deere	AZ480	2003	48000112
E103-Bale Chopper	FINN	B-40	2004	SD-935
E104-2001 Haul Trailer	Haul	Trailer	2001	16HGB16241P023238
E106-2005 248B Cat Skidsteer	Cat	Skidsteer	2005	BCSCL00254
E106A Broom-Skid Steer	CAT	Skidsteer	2005	
E107- 2005 4 place Trailer	Homemade	TL	2005	2REA2S7C2G2Y13551
E108-2002 White Trailer Enclsd	Haul	Trailer	2002	16HGB24X2P026008
E109 -2005 Utility Dump	MAXI DUMP	MDT6814-HD	2005	5NJAA18275J113275
E113- 2005 D5GXL Bulldozer	Cat	D5GXL	2005	OWGB01367
E116-Sweeper Laymor				
E117-Compressor	Titan	TAC-2T		162107
E118-Trash Pump	Titan	TTP-300		161037
E119-Pressure Washer		TPW-2200		101054
E122--06 Superline Trailer	SUPERLINE	D027T233LP	2006	1E9DE23386A283044
E124-1996 Cat Forklift	Cat	Forklift	1996	1KK00496
E128-2005 D5NXL	2005 CAT	D5NXL	2005	MHK10569
E131-99 Manac Trailer	manac	Flat	1999	2M5121463X1058247
E132- 06 Ford Carrier	Ford	F65	2006	3FRNF65F46V356054
E133- Leroi Compressor	Leroi	250	1988	3120X41
E135 Cat Vibratory Roller	Multiquip	CS-323		06JD00122
E136- 1989 Monon Trailer	mONO	TRAILER	1989	1NNVS4521KM134305
E137- 1992 Stoughton Trailer	Stoughton	Trailer	1992	1DW1A4822NS781009
E140 08 GMC 4yd dump	GMC	TC5C04	2008	1GDE5C3938F405115
E141 07 GMC VAN-WHITE	GMC	TG3350	2007	1GDJG31U071143856

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
E142 Telescopic Handler	Cat	TH560		SLG01071
E143- Kabota 4wd HST Tractor	Kubota	L5740HSTC		32104
E144 - Screed				
E145 LINCOLN 305D WELDER	LINCOLN	305D		
E146 RANGER 305D WELDER	LINCILN	RANGER 305D		
E147 CAT 328 EXCAVATOR	CATERPILLAR	328D	2008	GTN00316
E148 MOVAX		SP60F	2008	08U308
E150 H8XA Hydraulic Hammer	NPK	H8XA		60019
E151 2008 Honda Generator	Honda	EB6500	2008	EALC-1021897
E152- Sterling Bullett	STRG	BULLET	2008	3F6WK66A78G352586
E153 - 185 CMF Compressor	I-R	P185WJD	2004	344507UC0221
E154-18f CFM Compressor	I-R	P185 WJD		346511UE0221
E155- 185CFM Compressor	I-R	P185WJD		346512UE0221
E156- Light Tower	I-R	LS6KW		348951UH0789
E157- Light Tower	I-R	LS6KW		345965VE0789
E158 05 Ford F750	FORD	F750	2005	3FRWF75S95V208889
E160- 04 Cat 277B Skidsteer	Cat	277B	2004	OMDH01710
E161- 08303 CCR Mini Excavator	303 CCR	Cat	2008	BXT3973
E163- Temp. Bridge				
E164- Ingersoll Rand Comp	Ingersoll Rnd	P185WJD	1985	1300425U82923
E165 Peterbuilt	Peterbuilt	379	2010	1XPXD40X1AD799139
E167- Maverick Hammer	Maverick	750 HSP		
E168 CATM322C Exc	2006 Cat	Caterpillar	322	0H2E00352
E169 Safe Span Staging				
E170--Manlift		601S		300043095
E171-Manlift		601S		300044570
E172 Floor Saw	Stow	CS4030		ZG3700298
E173 Welder		TLW300SS		5322968
E174 Office Trailer	PLH		1994	BBW-51501
E175 Ground Heater & Trailer	THE Machin	2015MG		0801M09
E176 Fork Lift	BP104809 Lull	SS1048		003297
E177 Office Trailer	COASTAL	WM144C	1987	C-44385
E178 Office Trailer	CBS	CV-32-2W	1987	CBS-09010
E179 Genie S85 Boom Lift	Genie	S-85		S8004-3813
E180 Compressor	Airman	185CFM	2002	53-6A11535
E181 Miller Welder & Trailer	trailblzr 302			
E182-- Kaufman Trailer	KAUFMAN	AW TILT	2010	5VGFA2026AL000915
E183--Forklift		SS842		992243
E184--Portable Traffic signal	SQV			
E185--Air Compresor	IR	P185WJD	2002	333626UKM221
E186--Plat Compactor	Dyno-Pac	LG 300		13001073
E187--Plate Compactor	Dyno-Pac	LG 160		16001659
E188 Thule Trailer	CARGOPRO		2006	5FGC8182561025906
E190--Ground Heater	THAWZALL	6A		0304EC6A328
E191 Concrete Vibrator	Wacker	M2000		
E192 Volvo Excavator	Volvo	360B LC		EC360B80174
E193 MIC Rake for 320BL/325DL	MIC Rake			6604
E194 54" Bucket	CAT	325		
E195- Bucket for Cat 330L	CAT	330L		
E196-Hydraulic compactor	DEMAC	9850	2011	216221447
E197- Hydraulic Tamper				
E198-Bucket 56" for Cat 330	CAT	330		
E199- Bucket 56" for Cat 330	CAT	330		
E201 1994 Int'l Dump Truck	International	9400 Wheeler	1994	2HSFHASRXRC010357
E202 57" Bucket				7096
E203 - Yamaha Generator	Yamaha	EF2000IS		7DK-1506772
E204-Lark Trailer	LARK		2007	5RTBE242X7D007976
E206 1996 Chevrolet 3500	Chevrolet	3500	1996	1GBKC34F8TJ106537

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
E208 1996 Chevy 3500	Chev	3500	1996	1GBHC34F6TE170448
E209 GMC 7500	GMC	7500	2004	1GDM7C1C04F100217
E210 1996 Intl	Intl	TK	1996	1HTSDAAR4TH276044
E211- Gomaco Conc. Paver	Gomaco	C-450-X	2011	900800-344
E212 MZ Bolt Tension-skidmore	SKIDMORE	MZ		
E213 Bomag Drum Roller	Bomag	BW145D		901581471395
E214 Honda Compactor	Honda	GX160		10-1027-21
E215 2011 Kubota Excavator	Kubota	KX057R3AP	2011	20136
E216- Hyundai 290 Excavator	HYUNDAI	R290LC-9	2010	HH1HQ801JA0000680
E217 Pressure Washer	MI-T-M	JCW-4004-1MHB	2010	104556632
E218 Office Trailer				MM0 16307
E219 17' Sears Boat & Trailer	Sears	61170		MH77R2698
E220 14' Mirrocraft	mirrocraft		88	mrr18375d888
E221 14' Boat & Trailer	Rich		1968	1702262
E222 Indirect Fire Heater	ICE	OHV500	2007	07010005PN
E223 Indirect Fire Heater	ICE	OHV	2007	06120145PN
E224 Water Tank on Trailer	MAGNUM	MWT500		055302
E225 1998 GMC Volvo WG	GMV	WG	1998	4VHJCBBE3WN862014
E226 345DL Excavator	Caterpillar	345DL		EEH00447
E227 Skidsteer CAT 279	CAT	279C2	2012	0279CCKWB00665
E228 Peterbuilt 367 Tractor	Peterbuilt	367	2013	1XPTD4EX0DD185100
E229 Pressure Washer		DxPW4240		
E230 Clark Forklift	Clark	GCS17MC		G138MC-0165-6305FA
E231 2013 Etnyre Lowbed	ETNYRE	Lowboy	2013	1E9313106DE111137
E232 Generator		G5.6A		5104715
E233 2001 JLG Scissor Lift	JLG	33RTS	2001	0200096236
E234 Generator	Champion	41533		12MAY07001190
E235 Hyundai R235 LCR-9	HYU	R235LCR-9	2013	HZ604AD0000277
E236 Hammer		V32		112344
E237 Trailer (homemade)		Homemade	2013	None
E238 1970 Linkbelt LS118 Crane	Linkbelt	LS-118	1970	9LV4769
E239 97 Pace Am. Trailer	Pace	TL	1997	4FPW53639VG019783
E240--Grader	Huber Motor	B8PD6005	1971	
E241-14' Alum boat w trailer	Sears		1964	4F0-0545
E244 924K Loader	Cat	924K	2013	PWR01420
E245- 2012 Gas Morter Mixer	MQ	WM90PH8EBC1	2012	A1259013
E246- 2013 Hyu R145 Excavator	HYU	R145LCRD-9	2013	HZ406TD0001068
E247 Bobcat 250 Welder	Bobcat			MA230800H
E248 1995 Wells Cargo Trailer	Well	Trailer	1995	1WC200K28S1069679
E249 MultiQuip Concrete Mixer	MultiQuip	MC94P	13	B1753272
E250 Ingersol Rand Compressor	Ingersol Rand	185CFM	13	147192085957
E251 Terrex Light Tower	Terrex	RL4	13	4253A1419D1008464
E252 Terex Light Tower	Terex	RL4000	13	42J5A1414D1007867
E253 Terrex Light Tower	Terres	RL4000	13	42JSA1417D1008477
E254 Whisper Watt Generator	Whisper Watt	DCA 25SSIU	73	7100973
E255 Cross Trailer	Cross		1994	1C9FS1620R1432138
E256 Bomag 142 Roller	BOMAG	142		106510110142
E257 Lull				EOM10F7122
E258 Manlift	JLG	600SJ		0954150300042797
E259 Lull				315082
E260 Custom Trailer	Custom	Trailer	1982	
E261 Water Tank	Magnum	MWT500	2007	055247
E262 Great Dane Box Trailer	Great Dane	Trailer	1999	1GRAA0628XB077231
E263 Great Dane Box Trailer	Great Dane	Trailer	99	1GRAA0624XB077226
E264 ECTR Trailer	ECTR	7 ton	2007	42ETPKG2X71000367
E266 Hydroseeder	Finn	T-60T		1F9SP1719EF135492
E267 08 Ford F350	Ford	F350	2008	1FDWW36Y58EB00497
E268 06 Ford F350	Ford	F350	2006	1FDWW36Y66EB99280

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
E269 Kubota Skidsteer	Kubota	SVL75-2HWC		24927
E270--Carry Deck Crane	BRODERSON	IC-80-2E		278746
E271 Hay Mulcher	Finn	B-70TD	1991	853796
E272 930K Wheel Loader	CAT	930K		RHN03346
E273 930K Wheel Loader	CAT	930K		RHN03577
E274 930K Wheel Loader	CAT	930K		RHN03254
E275 930K Wheel Loader	CAT	930K		RHN03606
E276 930K Loader	Caterpillar	930K		RHN03246
E277 930K Loader	CAT	930K		RHN03367
E278 International Sand Truck	International	S Series	1987	1HTZPGJR9HH483514
E279 06 Genie Z45/25	Genie	Z45/25	2006	Z452506-27207
E280 08 Cat TL642C Lull	Cat	TL642C	2008	TBK00430
E281 87 Ford Truck--Sand Trk	Ford		1987	1FDYK87U9HUA54749
E282 2000 Hydra Platform	HYDRA PLATFOR	HP-32	2000	1H9US2639YC196144
E283--Bomag Roller	Bomag			106510110142
E284--Trailer	PACE AMERICAN	TL	1997	4FPW53639VG019783
E285 Sweepster Sweeper	sweepster	SB726		020957
E286 2009 Bobcat Skidsteer	Bobcat	S150	2009	A3L135157
E287 Bobcat Skidsteer	Bobcat	965		
E288 Yale LPG Forklift	Yale	GLP050TFNUAFO		E177B11327B
E289- 28 Ton Link Belt Crane	Link Belt	HSP 8028S		4710-441
E290--Bobcat Sweeper	Bobcat			
E292--Ing. Rand Compressor	Ingersol Rand	185		168897U88329
E293 Matl TET Trailer	MATL	TET	1987	1RMTET482H1003893
E294 6 X 24 TP5 Trench Box				19644
E295 Yukon Generator	YUKON		2015	DJ190F13110223487
E296 Yukon Generator	YUKON		2015	DJ190F13110223480
E297 Yukon Generator	Yukon		2015	DJ190F13110223430
E298 Yukon Generator	Yukon		2015	DJ190F13110223440
E299 Yukon Generator	Yukon		2015	DJ190F13110223479
E300 Yukon Generator	Yukon		2015	DJ190F13110223504
E301 Yukon Generator	Yukon		2015	DJ190F13110223425
E302 Yukon Generator	Yukon		2015	DJ190F13110223475
E303 Yukon Generator	Yukon		2015	DJ190F13110223520
E304-01 Freightliner Dump Truc	Freightliner	MEDCCON	2001	1FVHBGAS21HJ24686
E305 Screen Machine			2004	
E306--Haulmark Trailer	Haulmark	K716BT	1998	16HPB1627XP018776
E307 MS RX26 HYD Hammer	MS	RX26		DEQ130903
E308 2016 Wells Cargo Trailer	Well	Cargo	2016	575200J20GP318369
E309--87 Landall Trailer	Landoll	Trailer	1987	1LH317UHXH1003074
E310 1997 Performance Trailer	Performance	Trailer	1997	1P9TC3232VW280060
E311 2015 Look Trailer	Look	Utility	2018	53BLTEB12FA020813
E312 2017 Cat 325 Excavator	Cat	325FCR	2017	XAA10416
E313 235 Hyundai Excavator	Hyundai	R235LCR-9A	2015	HHKHZ613CF0000133
E314 2017 Kubota Excavator	Kubota	KX057-4R3AP	2017	28055
E315 2017 Kubota Skidsteer	Kubota	SVI95-2SHEC	2017	34381
E316 08 Kaufman Trailer	Kaufman	Trailer	2008	5VGF533358L001507
E317 Cat CS323C Roller	CAT	CS323		
E318 DROTT 1500CC Crane	DROTT	1500CC		231762
E319-1985 Kenworth Dump Trk	Kenworth	R500A	1985	
E320 Ingersol Rand Air Comp	Ingerso Rand	185		161837U87957
E321--1989 JCB 926 Lift	JCB	926	1989	660446
E322 Electric Breaker	Huskie B65			
E323 Electric Breaker	Huskie B65			
E324 2002 Ground Heater	GROE	E3000	2002	004700012339
E325 2008 Generator	Denyo MQ Powr	DCA-25US12	2008	8104273
E326 89 I R Compressor	Ingersol Rand	185	1989	178490U89329
E327--1999 Nichols Trailer				4332140000000054

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
E328 96 Leroy Compressor	Leroy	Q185DJ-F		3272X17YG
E330 Harley Power Rake	Harley	MX 7		MX75A090
E331 2001 Office Trailer	Miller	832VV	2001	323322
E332 Bobcat Sweeper	Bobcat	Sweeper	2018	783743524
E333 2018 Wacker	Wacker	BPU5545A	2018	10845843
E334 1973 Water Truck	White	Constructor	1973	BT004HA809400
E335 Finn Straw Blower	Finn	B250	1984	322213
E336 04 Western Dump Truck	Western	WB123064	2004	5KJJAEAV04PM17014
E337 2005 Roller	Ammann	ASC45P48	2005	635548
E338 CAT 335 Excavtor	Cat	335F	2018	SGJ20077
E339 04 WSTN Star DT	WSTR Star	4900FA	2004	5KJJAEAV74PM16152
E340 Gorilla Hammer	Gor	GXS120		18A16D16F28
E341 289D Cat Skidsteer	Caterpillar	289D		TAW11284
E342 1999 Great Dane	Great Dane	7411TP-SA	1999	1PNV482BXH225559
E343 99 Great Dane Trailer	Great Dane	7411TP-SA	1999	1PNV482B1XH225540
MB02 Message Board	WANCO			5F12S161971001529
MB04- Message Board 4	WANCO	WTLMB		5F12S161261003234
MB05 - 3 line Message Board	WANCO			5F12S161571001785
MB06 - 3 line Message Board	WANCO			5F12S161771001786
MB07 - 3 line Message Sign	WANCO			5F12S161071001788
MB08 - 3 Line Message Board	WANCO	WTLMB		5F12S161971001787
MB10 Message Board	Wanc	WTLMB	2007	5F12S161X71003323
MB12 Message Board	WANCO	WTLMB	2007	5F12S161371003325
MB15 2003 Mac Utility	Mac	Utility	2003	2S9US41563S132381
MB16 2003 Mac Utility	Mac	Utility	2003	2S9US41553S132372
MB17 2003 Mac Utility	Mac	Utility	2003	2S9US41503S132375
MB18 2003 Mac Utility	Mac	Utility	200	2S9US41503S132277
MB19 2005 MAC Utility	MAC	Utility	2005	2S9US41545S132205
MB20 2005 Mac Utility	Mac	Utility	2005	2S9US41555S132200
MB21 2001 Mac Utility	Mac	Utility	2001	0105696RS
MB22 2001 Mac Utility	Mac	Utility	2001	0105694RS
P01 Pump		PDT3A	2000	5132903
P02 Flygt 2102HV Sumb Pump	Flygt	2102HV		022707
P03-Trash Pump		PDT3A	2006	5691904
P04 3" Submersible Pump	TSURUMI	NK215		B10096109
P05 Gorman Rubb 6" Pump	Gorman	8513545	13	Din/150 30461FN
P06--Gorman Rupp Pump	Gorman Rupp	16C20-FAL		869603
V14 2007 Silverado-502550	CHEV	SILVERADO	2007	1GCHK23617F502550
V24-FORD F250 (3156)	FORD	F250	2010	1FTSX2B57AEB33156
V26 Chev Silverado	Chev	Silverado	2011	1GCRKSE01BZ171201
V29-- Chevy 1500--Black	Chevy	1500	2001	1GCEC14TX1X296567
V30-2011 Chevy Silverado	Chev	Silverado	2011	1GCRKSE06BZ372818
V36 2010 Chevy HHR Blk	Chev	HHR	2010	3GNBABBDB9AS572490
V37 2007 Chevy HHR Slvr	Chev	HHR	2007	3GCDA25P17S621170
V39 2000 GMC C Series	GMC	C-SERIES	2000	1GDJ6H1C3YJ522603
V46 -- 04 GMC Sierra	GMC	1500	2004	2GTEK19T741392259
V47- 2014 Dodge Ram 3500	Dodge	Ram	2014	3C63RRJL9EG139439
V50 2015 Chev Silverado	Chev	2500	2012	1GC2KVEG7FZ519878
V51 2015 Chev 2500	Chev	2500	2015	1GC2KVEG8FZ509344
V52 2015 Ford F550	Ford	F550	2015	1FDUF5HT9FED32425
V54-2009 Chevy Silverado	CHEV	SILVER	2009	1GCEK19079E159591
V55-2004 GMC 2500HD	GMC	SIERRA	2004	1GTHK29224E397426
V56--2008 Ford Flatbed	FORD	F350SU	2008	1FDWW36Y68EB00508
V57--2008 Ford F350 Flatbed	FORD	F350SU	2008	1FDWW36Y48EB00507
V58 85 Int'l S1900 Fuel Truck	Int'l	S1900	1985	1HTLDTVN8EHA64378
V59 01 Int'l 4700 Water Truck	Int'l	4700	2001	1HTSCAAM21H343910
V60 2015 GMC Sierra	GMC	TK25953	2015	1GT22XEG9FZ555325
V61 2015 Chev Silverado 2500	Chev	CK25953	2015	1GC2KUEG1FZ555530

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>
V62 2016 Dodge Ram 1500	Dodge	Ram 1500	2016	1C6RR7NM5GS185153
V63 Chevrolet Silverado 2500	chevrolet	silverado 2500	2016	1GC2KUEG0GZ313832
V64 2016 Chev Silverado 2500	Chevrolet	CK25953	2016	1GC2KUEG0GZ417060
V65--2015 GMC Yukon	GMC	Yukon	2015	1GKS2HKC7FR136756
V66 2016 GMC TH25953	GMC	TK25953	2016	1GT22REG5GZ419755
V67 1995 Chevy Topkick	Chevy	TK	1995	1GBM7H1J4SJ111624
V68 2017 Dodge Ram	Dodge	Ram	2017	3C6UR5HJ4HG547739
V69 Dodge Ram 2017	Dodge	Ram	2017	3C63R3GJ3HG527967
V70--17 GMC Sierra 2500	GMC	TK25943	2017	1GT12REG5HF174048
V71 2016 GMC Sierra	GMC	SIERRA	2016	1GT12SEG7GF161498
V72 2016 GMC SIERRA	GMC	SIERRA	2016	1GT12SEG9GF202813
V73-- 2012 Toyota Tundra	Toyota	Tundra	2012	5TFDY5F10CX228549
V74 2018 Chevy Silverado	Chev	Silverado	2018	3GCUKRECXJG374406
V75 2012 Volkswagen Jetta	Volkswagen	Jetta	2012	3VWPL7AJOCM676839
V76 2017 Dodge Ram 1500	Dodge	Ram 1500	2017	1C6RR7TT7HS822426
V77 2017 Ram 1500 LA	Ram	1500 LA	2017	1C6RR7JM1HS584584
VBA 01-1968 Chevy Comaro				
VBA 02-1939 Chevy Coupe				
VBA 03-1936 Coupe				
VBA 04-2004 VW Bug				
VBA 05-1941 Chevy				
VBA 06-1967 Blk/Cherry Chevell				
VBA 07-1965 Mustang				
VBA 08-1940 Ford Sedan				
VBA 09-65 Ford Galaxy (Chet)				
VBA 10-57 Thunderbird				
W01 1998 Wacker	Bomag	BPR30/38	1998	101680-30-0755
W02 2004 Wacker	Bomag	BPR 30-38-3	2004	101680-36-1573
W03 Bomag Wacker	Bomag	BPR 30-38-3		101680-36-1383
W04 WP Wacker	Wacker	WP 1550		
W05 Wacker	Wacker	BPU 3545A	2	1889203
W06 Wacker	Wacker	BPU5545A	2018	10845843
W07 Wacker	Wacker	BPU4045A	2018	10857892



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
T. Buck Construction, Inc. \_\_\_\_\_ as Principal, and  
Employers Mutual Casualty Company \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto TOWN OF ASHLAND, NH as OWNER  
in the penal sum of Five Percent of Amount Bid (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally  
bind ourselves, successors and assigns.

Signed, this 27th day of March, 2019

The Condition of the above obligation is such that whereas the Principal has submitted  
to

Town of Ashland

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in  
writing, for

the **HEADWORKS AND SEPTAGE RECEIVING FACILITY**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (Properly completed in accordance with said  
BID) and shall furnish a BOND for faithful performance of said contract, and for the  
payment of all persons performing labor or furnishing materials in connection therewith,  
and shall in all other respects perform the agreement created by the acceptance of said  
BID, then this obligation shall be void, otherwise, the same shall remain in force and  
effect; it being expressly understood and agreed that the liability of the Surety for any and  
all claims hereunder shall, in no event, exceed the penal amount of this obligation as  
herein stated.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

T. Buck Construction, Inc.

Principal

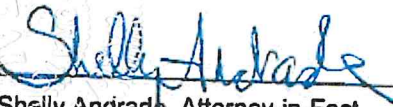
By:

  
MARK MCPHETERS VP

Employers Mutual Casualty Company

Surety

By:

  
Shelly Andrade, Attorney-in-Fact

**IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.**



### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**SHELLY ANDRADE**

its true and lawful attorney-in-fact, with full power and authority conferred to sign the attached reference letter

#### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such Instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

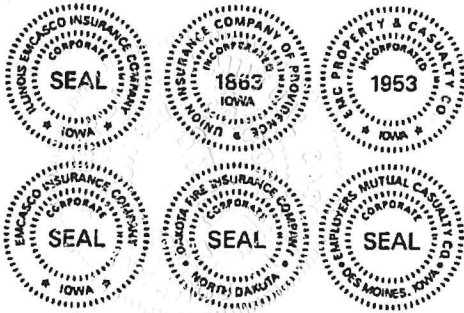
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother  
Senior Vice President



On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

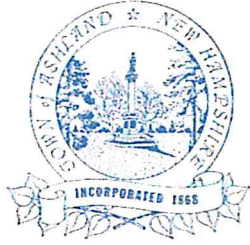
  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of March, 2019.

  
Vice President



TOWN OF ASHLAND – PLANNING BOARD  
PO BOX 517 - 20 HIGHLAND STREET  
ASHLAND NH 03217  
603-968-4432 FAX 603-968-3776  
landusepb@ashland.nh.gov

March 21, 2019

**TO:** Charlie Smith, Town Manager  
**FROM:** Mardean Badger, Planning Board Chair  
**RE:** Pemigewasset River Local Advisory Committee (PRLAC)

**Announcement for BOS Meeting, April 1, 2019**  
**Announcement for Town Website**

The Planning Board recently received a letter from Robert Scott, Commissioner of the NH Department of Environmental Services regarding the NH Rivers Management and Protection Program. The Pemigewasset River and its tributaries are part of this group of protected rivers.

The *Pemigewasset River Local Advisory Committee (PRLAC)* gives our local communities a voice in the management of the river. Currently, Ashland is represented by Kathleen DeWolfe.

The DES and PRLAC would like to have 3 members representing each community on the committee and is looking for 1 or 2 more Ashland residents to be nominated by the Board of Selectmen to serve 3 year terms. Members may come from a variety of backgrounds, including but not limited to local government, business, conservation, recreation, agriculture, landowners with property adjacent to the river, or others who are interested in protecting our river resources.

Ashland residents who are interested in serving on PRLAC may contact the town administrator [townadmin@ashland.nh.gov](mailto:townadmin@ashland.nh.gov) or the Ashland Planning Board [landusepb@ashland.nh.gov](mailto:landusepb@ashland.nh.gov) for further information.

Attached for reference

- Letter, Robert R. Scott, NH DES, February 11, 2019
- Local River Management Advisory Committee Nominee Form



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

February 11, 2019

Ashland Planning Board  
20 Highland Street  
P.O. Box 517  
Ashland, NH 03217

Dear Chair Badger and Planning Board Members:

On June 28, 1991 the State Legislature designated the Pemigewasset River as a protected river under the New Hampshire Rivers Management and Protection Program (RMPP). When the designation became effective, the Pemigewasset River joined a select group of rivers designated under the RMPP. Designation calls for protection and management of New Hampshire's outstanding rivers through a two-tiered approach: *state* protection of instream values combined with *local* management of riparian lands. The RMPP is administered by the New Hampshire Department of Environmental Services (NHDES) under RSA 483.

The Pemigewasset River Local Advisory Committee (PRLAC) was formed to give the local communities a voice in the management of the river that flows through their cities and towns. This advisory committee consists of a dedicated group of individuals who successfully promote and protect the river. For example, PRLAC applied for and was granted intervenor's status by the New Hampshire Site Evaluation Committee on Eversource's Northern Pass project. PRLAC wanted to be sure that the proposed project would not harm the Pemigewasset River, its tributary streams and wetlands, or any of the other valuable characteristics for which the river was designated. As a result, three PRLAC members dedicated 750 hours preparing testimony and attending hearings. Meanwhile, the committee continued to review permit applications for development within the Pemigewasset River corridor, performing onsite visits for eleven permit applications in 2017, and provided feedback on each application. Also, this year PRLAC celebrated 16 years participating in the NHDES Volunteer River Assessment Program, collecting bi-weekly water samples from the Pemigewasset River and three of its tributaries. The analysis of the samples indicates that the water quality continues to be good overall. As work with the Northern Pass effort is complete, PRLAC members focus their time and energy on other river-related projects, as well as supporting the goals described in the 2013 Pemigewasset River Corridor Management Plan.

Through the years many of the original members of the local advisory committee (LAC) have moved away or have had to step down from the committee due to other commitments, leaving vacancies on the LAC. One of the strengths of the RMPP is its reliance on the active involvement of local citizens and the participation of each of the riverfront communities.

NHDES is now seeking your help to identify one or two more individuals interested in serving on the Pemigewasset River LAC to ensure that the town of Ashland is fully represented on the committee. Currently, Ashland is represented by Kathleen DeWolfe, who has been an active member since 2018. The duties of the LAC under RSA 483:8-a are four-fold and include:

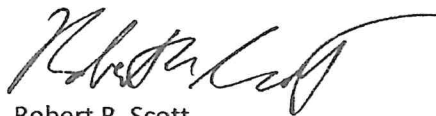
- a. To advise me as Commissioner, the statewide Rivers Management Advisory Committee, and the municipalities through which the designated river flows, on matters pertaining to the management of the river.
- b. To consider and comment on any federal, state, or local government applications or plans to approve, permit, license, fund, or construct facilities that would alter the resource values and characteristics for which the river or river segment is designated.
- c. To develop or assist in the development and adoption of local river corridor management plans. The local planning board may adopt such plans pursuant to RSA 675:6 as an adjunct to the local master plan adopted under RSA 674:4. No such plan shall have any regulatory effect unless implemented through properly adopted ordinances.
- d. To report biennially to NHDES and the statewide Rivers Management Advisory Committee, and annually to municipalities, on the status of compliance with federal and state laws and regulations, local ordinances, and plans relevant to the designated river and corridor.

The Pemigewasset River LAC would like to have three members representing each community on the committee. LAC members must be New Hampshire residents and are nominated to the committee by the municipality they represent. Nominations are then submitted to NHDES for my review and confirmation. Members represent a broad range of interests including, but not limited to, local government, business, conservation, recreation, agriculture, and riparian landowners (those who own property adjacent to the river). Each member serves a term of three years. In the past, NHDES has found municipal officials, including selectmen, planning board members, and conservation commissioners, to be valued and dedicated LAC members.

Please find enclosed a Local River Management Advisory Committee Nominee Form for your convenience. The form is also available at <https://www.des.nh.gov/organization/divisions/water/wmb/rivers/documents/nhdes-w-07-030.docx>.

NHDES appreciates your anticipated cooperation and participation in these efforts to protect and manage the Pemigewasset River. Local Advisory Committees play a key role in the state-local partnership that is one of the cornerstones of the Rivers Management and Protection Program. Please contact Tracie Sales, Rivers and Lakes Programs Manager, at 271-2959 if you have any questions regarding the RMPP or the LAC member nomination process.

Sincerely,



Robert R. Scott  
Commissioner

Enclosure

cc: William Bolton, Chair, Pemigewasset River LAC  
Tracie Sales, Rivers and Lakes Programs Manager, NHDES



## LOCAL RIVER MANAGEMENT ADVISORY COMMITTEE NOMINEE FORM



### New Hampshire Rivers Management and Protection Program

RSA 483:8-a

Please complete both sides of this form and email to [riversprogram@des.nh.gov](mailto:riversprogram@des.nh.gov). Please type "NOMINEE FORM" and nominee's name in the subject line. Forms can also be sent by mail to: Rivers Coordinator, NHDES, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. For questions please contact the Rivers Coordinator at 271-2959.

**Nominee Information**

Nominee Name:		Date:
Street Address:		
Town:		Zip Code:
Phone (home):	Phone (cell):	Phone (work):
Email:		

**Nomination Information**

Type of Appointment -	<input type="checkbox"/> New Appointment	<input type="checkbox"/> Reappointment
River Name:		
Type of Representation -	Municipality:	Other:
Please state your interest(s) in serving on the Local River Management Advisory Committee:		
<input type="checkbox"/> Local Government	<input type="checkbox"/> Conservation	<input type="checkbox"/> Agriculture
<input type="checkbox"/> Business	<input type="checkbox"/> Recreation	<input type="checkbox"/> Riparian Landowners
<input type="checkbox"/> Other, please specify: _____		

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

Name:	Title:
Name:	Title:
Name:	Title:

*Note: By statute, the Commissioner of NHDES 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)*

(603) 271-2959 [riversprogram@des.nh.gov](mailto:riversprogram@des.nh.gov)  
 PO Box 95, Concord, NH 03302-0095  
[www.des.nh.gov](http://www.des.nh.gov)

**Additional Information**

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

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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:

- Grant Writing                       Public Education                       Committee Administration  
 Event Organization                       Public Relations                       Management Plan Preparation/Implementation  
 Other, please specify: \_\_\_\_\_

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 be 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  
 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 Committee

**For NHDES Office Use Only**

LAC Chair and Nominee have been contacted regarding nomination on (date):

LAC Member List and Contacts Database updated (date):

RMPP Staff recommends appointment to Commissioner -

Approve                      RMPP staff:                      Date:

Appointment letter and information packet sent on (date):

Appointment confirmation sent to municipality and LAC Chair on (date):

(603) 271-2959 [riversprogram@des.nh.gov](mailto:riversprogram@des.nh.gov)  
PO Box 95, Concord, NH 03302-0095  
[www.des.nh.gov](http://www.des.nh.gov)