



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That the sum of \$164,300 be transferred from the Capital Projects account to the following Capital Accounts:

DPW Backup Generator	\$35,000
DPW Tree Removal	\$50,000
DPW Emergency Flashing Lights	\$1,500
DPW Sidewalk Repair	\$25,000
Recreation Playgrounds	\$3,000
Recreation Infield Restorations	\$5,000
City Hall Repairs	\$35,000
Fire Roof Repairs Water St.	\$4,800
Fire Floor Repairs 16 th Ave.	\$5,000



JAMES J. FIORENTINI
MAYOR
November 7, 2012

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

City Council President Robert Scatamacchia
& Members of the City Council

RE: Transfer Order

Dear Council President and Members of the City Council:

Enclosed, please find a transfer order for various capital projects.

We currently have \$292,000 in the Capital budget. I am seeking to transfer \$164,300 from this line item for the following projects:

DPW	Backup generator for DPW Building	\$35,000
DPW	Tree Removal	\$50,000
DPW	Emergency Flashing lights	\$1,500
DPW	Sidewalk Repair throughout the City	\$25,000
Recreation	Playground resurfacing – 12 th Ave.	\$3,000
Recreation	Infield Clay and Restoration- Riverside	\$5,000
Mayor's Office	City Hall Repairs	\$35,000
Fire	Roof repairs – Water St. Station	\$4,800
Fire	Floor repair – 16 th Ave. – Eval.	\$5,000
Total:		\$164,300

This leaves a balance of \$127,700 in this account.

Information concerning these projects is attached.

I recommend approval.

Very truly yours,


James J. Fiorentini, Mayor

JJF/lk

Encl.



Haverhill

Department of Public Works
500 Primrose Street
Haverhill, MA 01830
Phone: 978-374-2360
Fax: 978-374-2362
www.ci.haverhill.ma.us

Michael K. Stankovich
Director of Public Works
mstankovich@cityofhaverhill.com

Date: October 31, 2012
To: Mayor James J. Fiorentini
From: Michael K. Stankovich, Director of Public Works
Re: Capital Needs Listing - 2012

Relative to the improved free cash position of the City, per your request here are DPW's capital needs (non-water/wastewater):

- Backup generator for DPW building - \$ 35K See next page for background info
- Removal of a backlog of 135 dead/dangerous trees - \$ 169,000
Mayer Tree Service is the City low bidder for this work – 40 trees @ average cost of \$ 1250.00/tree = \$ 50,000.00
- Barricades with flashing lights - 10 safety barrels with flashers @ 150.00 per barrel = \$ 1,500.00 New England barricade
- Sidewalk Repairs – low bidder is J. Marchese @ \$ 60.00/sq.yd.
\$ 25,000 = ~ 800 linear feet of sidewalk

Background:

As you are aware the Highway Dept. facility on Primrose Street has lost electrical power on three different occasions over the past two years. The electrical power was lost due to severe snow and ice storms which have occurred in the area. The duration of electrical power outages have ranged from one day to three and half days. During that time, the facility did not have any heat, lights, telephone, or computer access.

We consulted with the City's on-call electrical contractor, Ronald Seaboyer, Inc., to determine our back up power requirements. I mentioned to him that we are looking for a robust backup system that would provide backup power for all of our needs; lighting, heating, telephones, and fleet services requirements, and not just a partial solution. This is especially important during the winter months as the lack of heat could result in damaged pipes and the building being severely damaged. As the frequency of severe storms seems to be increasing, we envision a system that would last from 20 - 30 years and would provide for all of the facility's backup power needs.



Haverhill

Department of Public Works
500 Primrose Street
Haverhill, MA 01830
Phone: 978-374-2360
Fax: 978-374-2362
www.ci.haverhill.ma.us

Michael K. Stankovich
Director of Public Works
mstankovich@cityofhaverhill.com

Seaboyer recommended a generator sized from 85-100 KW, and that it be three-phased to handle all of our electrical loads (Highway/Admin/Fleet Services/Fire Dept. maint facility).

Backup Generator:

I recently invited a representative from Kohler generators to look at our situation and offer input on this aspect of the project. They have provided us with a generator bid specification sheet and a "ball park" purchase price for a properly sized generator. The purchase price is approximately \$ 29,500.00. Plus, we estimate there will be about \$ 10k to \$ 15k worth of electrical wiring work that will need to be done to enable the Highway facility to hook up to a new backup generator.

Recommendation:

Just like the Police and Fire Department buildings, it is crucial that the Highway facility have electrical power at all times. To realize this goal, we recommend issuing a public bid for furnishing and installation of an out-door diesel fueled generator set, rated 100KW, 125 KVA, 3 phase, 60 HZ100KV.

Make / Model	FM Generator	Lightning Power Electric Industries	R. A. Mitchell Co.	Kraft Power	Power Products	Authorized Services of NE
	MTU-DS00100D6S	Tradewinds TP100	Kohier 100RE0ZJF	Koher 100RE0ZJF Kohler KSS-DCTA-400-S Diesel Generator 400	Kohler 100RE0ZJF	Generac / SD100 Generac / HTS040W-3GNNNAN
Description	100 KW Diesel Generator	Thompson 870-400	100KW Diesel GenSet	AMP Auto Transfer Switch	100KW Generator	100 kw Diesel Generator 400 Amp
Lead Time	10 wks	90 - 150 days	65 days	7 - 9 wks	12 wks	8 - 10 wks
Cost	\$ 31,300.00	\$ 39,908.00	\$ 37,697.50	\$ 25,627.00	\$ 24,623.00	\$ 30,470.00



Haverhill

Human Services –Director Vincent R Ouellette
Phone: 978-374-2388 ext 28 Fax: 978-5212626
vouellette@cityofhaverhill.com

Nov 7 2012

Capital Request

Mayor .

I am submitting a request for the following appropriations:

\$5000 for clay restoration for softball, baseball, fields for Riverside Park

\$3000 for the installation of safety surface at 12th Ave playground tot lot

Sincerely

Vin Ouellette

Director of Recreation



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

DATE: November 8, 2012
TO: Mr. President and City Council Members
FROM: David S. Van Dam, Chief of Staff *DSVD*
RE: City Hall Repairs

Mr. President and City Council Members:

In the Council packet for the next Council meeting, there is a request for a transfer of \$35,000 for capital repairs.

As part of this request, I have submitted a proposal for materials and labor to repair and replace a 30 foot soffit in the front of City Hall that has been in disrepair for many years. The cost of that repair is \$8,510.00.

I am also requesting \$26,490.00 to assist in the repair of the exterior concrete retaining wall in the main parking lot at City Hall that has been in need of repair for a long time. I am also looking to continue interior improvements in some of the offices by replacing the decade's old carpeting.

J-n-R GUTTERS, INC.

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Toll Free Ma: (800) 552-0030

Nashua, NH: (603) 595-2272
Portsmouth, NH: (603) 433-1811
Manchester, NH: (603) 666-5502
Fax Number: (978) 372-0360
Toll Free Nationwide: (800) 966-9238

Wednesday, August 01, 2012

**CITY HALL:
STOCK LIST FOR FASCIA, SOFFIT WORK FRONT ENTRY**

3 SHEETS PVC 4 X 8 X 1/2"
2 - 1 X 12 X 18 PVC
1 BOX WHITE COIL SIDING NAILS 2 1/2" (STAINLESS STEEL)

MATERIALS \$ LABOR COST FOR REPAIRS WOULD BE \$4,325.00

**J-n-R GUTTERS
KEVIN FRANCIS**

V.P. OPERATIONS
978-372-4088 office
978-372-0360 fax
978-771-7182 cell



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Toll Free Nationwide: (800) 966-9238

Wednesday, August 01, 2012

**CITY HALL:
STOCK LIST FOR ROOF FRONT ENTRY**

- 1 ROLL 50' X 100' RUBBER
- 1 ROLL 12" X 50' UN CURED EPDM FLASHING
- 1BOX 2" SCREWS
- 1 BOX 3" PLATES
- 2 - 5 GALON PAILS BONDING ADHESIVE
- 1 GALON OF PRIMER
- 30 FEET TERMINATION BAR
- 1 ROLL 10' X 100' ROLL 6" COVER TAPE
- 6 SHEETS 1/2" ISO ISULATION BOARD

MATERIAL & LABOR COST FOR REPAIRS WOULD BE \$4,185.00

J-n-R GUTTERS
KEVIN FRANCIS

V.P. OPERATIONS
978-372-4088 office
978-372-0360 fax

S & W ROOFING, LLC
For All Your Construction Needs
 PO Box 2645

Concord, NH 03302-2645

Phone: (603) 225-7506 Fax: (603) 225-8912

Email: swroofing@comcast.net

ESTIMATE

Date	Estimate #
10/31/2012	50163

Name / Address
City of Haverhill, MA, Purchasing 4 Summer Street, Room 105 Haverhill, MA 01830 978-420-3606 Attn: Robert DeFusco

Terms	Project
As Agreed	Hose Tower Fire Station, 131 Water Street

Item	Description	Total
Roofing	Emailed to Scott Ziminski at sziminski@haverhillpolice.com Roofing Services in section over Locker Room 1. Remove rubber and wet insulation from area (27' x 12'). 2. Replace any damaged decking. 3. Install new ISO insulation board. 4. Install new roof drain. 5. Install .060 EPDM rubber. 6. Flash roof to side wall. 20-Year Material Warranty 2-Year Labor Guarantee	4,800.00

Please let us know if you have any questions or need additional information.	Total	\$4,800.00
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Scott Ziminski

From: Paul M. Millette <PMMillette@sgh.com>
Sent: Tuesday, November 06, 2012 10:42 AM
To: Scott Ziminski
Cc: Greggory G. Cohen
Subject: RE: Haverhill Police Department - Engine 2 Fire Station, 16th Avenue, Haverhill, MA
Attachments: BO12-0002255-GGC.pdf.pdf

Scott,

Attached is our proposal to investigate the concrete slab. As we discussed depending on the life cycle of the building (roof, walls, windows... etc.) the removal and replacement of the concrete slab would be about \$60,000. We will know better once we investigate the condition and evaluate the remedial repair options to the concrete slab, metal deck, structural framing and plumbing. We look forward to working with you on this project, please contact me with any questions.

Paul M. Millette
Senior Project Supervisor

SIMPSON GUMPERTZ & HEGER

781.907.9000 main
781.907.9376 direct
781.424.3970 mobile
781.907.9009 fax
www.sgh.com

From: Scott Ziminski [<mailto:sziminski@haverhillpolice.com>]
Sent: Monday, November 05, 2012 8:33 AM
To: Paul M. Millette
Subject: Haverhill Police Department

Paul,

Good speaking with you this morning. We are looking at having you give us an estimate on structural repair of the bay floor substructure. Sorry for such short notice.

The address is # 50, 16th Avenue, Haverhill, MA. 01830

My contact phone number is (978) 361-6375

Thank you again, Officer Scott A. Ziminski



6 November 2012

Officer Scott A. Ziminski
Haverhill Police Department
40 Bailey Boulevard
Haverhill, MA 01830

Re: Concrete Floor Slab Investigation and Repair Recommendations, Engine 2 Fire Station House, 16th Avenue, Haverhill, MA

Dear Officer Ziminski:

Per your request, this letter presents our proposal to assess water leakage that has resulted in the deterioration of the structural steel framing, and to provide repair recommendations at the Engine 2 Fire Station House, 16th Avenue in Haverhill, Massachusetts.

BACKGROUND

Based on our recent site visit with you, we understand that the structural steel framing and metal deck supporting the first floor of the fire station garage are severely deteriorated as a result of water infiltration. The first floor structure is framed with concrete on metal deck that spans to steel beams, which are supported on steel tube columns. It appears that the first floor structure is not original to the building. You reported that the original building drawings and/or repair drawings may not be available for our use, but you will contact the building department to inquire about their availability. The floor slab measures approximately 40 ft in the east-west direction by 30 ft in the north-south direction.

SCOPE OF WORK

We propose to perform the following tasks to evaluate the source of the leakage problems and to assist you with developing remedial options for the metal deck and steel framing. The following scope of work assumes that existing structural drawings are available.

- Review reports, drawings, specifications, submittals, and construction photos pertaining to the building construction.
- Visit the site to observe and document the existing construction, extent and location of structural deterioration, and identify leakage paths through the concrete floor slab.
- Calculate the load carrying capacity of the floor structure. We will require the weight of the fire trucks that are garaged at this building.
- Prepare a letter report to you within two weeks of completing the field work summarizing our findings about the source of the leakage, extent of structural deterioration, structural limitations for loading, options for reducing water infiltration,

and recommendations for repairs. We will submit both an electronic copy and a hard copy of the report and photos for your use.

- Meet with you at your office or the site to discuss the results of our investigation.

This proposal fee does not include conducting inspections on other building elements. After our site visit, if we find other structural concerns, we will discuss them with you at that time and provide you with a supplemental proposal if appropriate.

STANDARD TERMS AND CONDITIONS

Our fee for the services described above for this project will be a lump-sum fee of \$5,000. If the existing structural drawings are not available, we estimate an additional \$2,500 to field verify existing structural framing sizes and slab thickness and reinforcement.

Our fees for additional services will be computed on an hourly basis as shown on the attached Fee Schedule and Payment Terms. Travel time is charged at full rates from 8:00 a.m. to 6:00 p.m. and at half rates during other periods. Simpson Gumpertz & Heger Inc. (SGH) will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to, subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment.

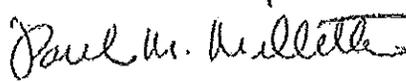
You have the right to terminate our services at any time, subject only to previous commitments we have made to others on your behalf.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC.



Greggory G. Cohen
Principal
MA License No. 37140



Paul M. Millette
Senior Project Supervisor

Accepted: CITY OF HAVERHILL, MA

Signature: _____

Printed Name: _____

Title: _____

Date: _____

GGC/rlm (110612/BO12-0002255-GGC) 0101C12 CP-2
Encls.

**SIMPSON GUMPERTZ & HEGER INC.
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate (\$ per hour)</u>
Senior Principal	\$275
Principal.....	\$250
Associate Principal.....	\$235
Staff Consultant D.....	\$240
Staff Consultant C.....	\$230
Staff Consultant B.....	\$225
Staff Consultant A.....	\$215
Senior Project Manager B.....	\$210
Senior Project Manager A.....	\$195
Senior Project Supervisor B.....	\$215
Senior Project Supervisor A.....	\$165
Senior Staff II – C.....	\$195
Senior Staff II – B.....	\$180
Senior Staff II – A.....	\$158
Senior Staff I – B.....	\$150
Senior Staff I – A.....	\$140
Staff IV – B.....	\$205
Staff IV – A.....	\$180
Staff III.....	\$158
Staff II – B.....	\$133
Staff II – A.....	\$122
Staff I – A.....	\$115
Technical Aide.....	\$74
Senior Laboratory Technician B.....	\$128
Senior Laboratory Technician A.....	\$98
Laboratory Technician.....	\$85
Senior Graphics Specialist.....	\$190
Graphics Specialist.....	\$90
Senior Project Drafter.....	\$130
Senior Drafter.....	\$119
Drafter.....	\$101
Non-Technical C.....	\$90
Non-Technical B.....	\$82
Non-Technical A.....	\$72

Individuals performing services are billed at the applicable rate(s) stated above. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

Invoices will be submitted showing labor (hours worked) by labor category and total expenses.

**SIMPSON GUMPERTZ & HEGER INC. (SGH)
CONTRACT PROVISIONS**

- 1. CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
- 2. RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
- 3. DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

- 4. DISPOSAL OF SAMPLES** - SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
- 5. HAZARDOUS MATERIALS** - The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
- 6. CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

- 7. STANDARD OF CARE** - SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

- 8. OPINION OF PROBABLE COSTS** - When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

- 9. SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

- 10. TERMINATION** - The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

- 11. CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

CLIENT: City of Haverhill, Massachusetts

- 12. FORCE MAJEURE** - SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

- 13. LIABILITY** - SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract for any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

- 14. CONFLICTS OF INTEREST** - This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or hereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

- 15. INDEMNIFICATION** - SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. MISCELLANEOUS

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

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

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.



Haverhill

Office of the City Auditor, Room 106
 Phone: 978-374-2306 Fax: 978-373-8476
 cbenevento@cityofhaverhill.com

Compare FY10 to FY11
 Fiscal Years: 2009-2011

	<u>Year To Date-FY09</u>	<u>Year To Date-FY10</u>	<u>Year To Date-FY11</u>		
Sub-total : Public Safety	\$17,323,962.80	\$16,675,358.63	\$16,609,508.38	(\$65,850.25)	-0.39%
Education					
School Department (+)	\$56,596,817.00	\$54,857,257.00	\$53,809,972.94	(\$1,047,284.06)	-1.91%
Whittier Voch. Tech. (+)	\$7,816,350.00	\$7,621,385.00	\$7,139,868.00	(\$481,517.00)	-6.32%
Sub-total : Education	\$64,413,167.00	\$62,478,642.00	\$60,949,840.94	(\$1,528,801.06)	-2.45%
Public Works					
Administration (+)	\$117,579.43	\$115,678.58	\$43,357.67	(\$72,320.91)	-62.52%
Highways (+)	\$1,211,656.54	\$1,004,871.96	\$974,757.99	(\$30,113.97)	-3.00%
Solid Waste & Recycling (+)	\$2,892,329.45	\$2,885,991.35	\$3,022,446.21	\$136,454.86	4.73%
Parking Area (+)	\$19,835.63	\$18,250.00	\$20,324.20	\$2,074.20	11.37%
Street Markings (+)	\$39,265.00	\$44,130.91	\$44,232.93	\$102.02	0.23%
Vehicle Maint. (+)	\$231,676.97	\$226,678.17	\$232,617.19	\$5,939.02	2.62%
Park Department (+)	\$454,568.03	\$371,459.35	\$342,104.23	(\$29,355.12)	-7.90%
Street Lighting (+)	\$661,324.26	\$702,221.96	\$675,238.07	(\$26,983.89)	-3.84%
Snow & Ice Removal (+)	\$2,075,950.16	\$1,132,213.23	\$2,206,725.06	\$1,074,511.83	94.90%
Building Maint. (+)	\$258,517.92	\$240,657.65	\$271,075.07	\$30,417.42	12.64%
Sub-total : Public Works	\$7,962,703.39	\$6,742,153.16	\$7,832,878.62	\$1,090,725.46	16.18%
Human Services					
Citizen Center (+)	\$362,358.94	\$310,103.06	\$324,060.67	\$13,957.61	4.50%
Senior Services (+)	\$94,881.07	\$73,785.84	\$44,367.04	(\$29,418.80)	-39.87%
Recreation (+)	\$23,902.39	\$21,645.59	\$22,176.94	\$531.35	2.45%
Stadium Commission (+)	\$7,966.89	\$9,806.50	\$9,442.88	(\$363.62)	-3.71%
Veterans Services (+)	\$771,000.27	\$805,061.40	\$762,085.21	(\$42,976.19)	-5.34%
Public Library (+)	\$1,253,420.05	\$1,147,385.15	\$1,077,069.07	(\$70,316.08)	-6.13%
Sub-total : Human Services	\$2,513,529.61	\$2,367,787.54	\$2,239,201.81	(\$128,585.73)	-5.43%
Other					
Debt Services (+)	\$9,553,951.02	\$10,276,029.09	\$10,471,867.19	\$195,838.10	1.91%
Group Insurance (+) *	\$18,226,621.59	\$21,548,864.41	\$21,867,096.42	\$318,232.01	1.48%
State Assessments (+)	\$4,476,328.00	\$4,855,795.00	\$5,243,879.00	\$388,084.00	7.99%
Liability Insurance (+)	\$900,122.46	\$669,650.77	\$669,938.55	\$287.78	0.04%
Other (+)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Transfers to Other Fund (+)	\$1,519,131.00	\$257,368.00	\$0.00	(\$257,368.00)	-100.00%
Pensions (+)	\$9,457,975.43	\$9,838,384.89	\$10,269,954.67	\$431,569.78	4.39%
Other Employee Benefits (+)	\$1,872,188.63	\$2,112,427.28	\$2,201,447.81	\$89,020.53	4.21%
Sub-total : Other	\$46,006,318.13	\$49,558,519.44	\$50,724,183.64	\$1,165,664.20	2.35%
Total: Expenses	\$142,522,393.48	\$141,634,757.85	\$142,228,925.19	\$594,167.34	0.42%

\$2,258,614 of School Health Insurance Charged to Stimulus Funds to offset Chapter 70 reduction (per State) FY 09

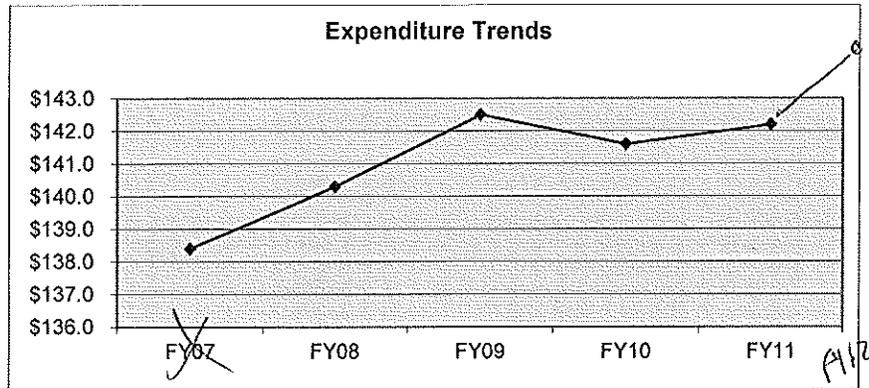
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Haverhill

Office of the City Auditor, Room 106
 Phone: 978-374-2306 Fax: 978-373-8476
 cbenevento@cityofhaverhill.com

General Fund expenditures totaled \$142.2 million this is an overall increase from fiscal year 2010 of \$0.8 million. The changes are listed by department on the table below and highlights that may departments have see multiple years of decreases.



Compare FY10 to FY11
 Fiscal Years: 2009-2011

EXPENSES	Year To Date- FY09	Year To Date- FY10	Year To Date- FY11		
General Government					
City Council (+)	\$137,987.39	\$121,002.65	\$122,220.54	\$1,217.89	1.01%
Mayor (+)	\$206,205.36	\$192,363.89	\$196,913.13	\$4,549.24	2.36%
Auditor/Finance Director (+)	\$257,479.55	\$248,660.11	\$235,525.45	(\$13,134.66)	-5.28%
Treasurer/Collector (+)	\$504,687.32	\$407,781.38	\$391,139.53	(\$16,641.85)	-4.08%
Purchasing (+)	\$158,581.16	\$125,306.14	\$136,839.82	\$11,533.68	9.20%
Law Department (+)	\$249,396.52	\$224,291.42	\$256,629.14	\$32,337.72	14.42%
Human Recourses (+)	\$189,497.27	\$196,613.81	\$237,397.82	\$40,784.01	20.74%
Municipal Information Systems (MIS)	\$497,207.89	\$432,496.00	\$436,119.82	3,623.82	0.84%
City Clerk/Licensing (+)	\$296,824.78	\$293,258.82	\$282,950.48	(\$10,308.34)	-3.52%
Assessing (+)	\$341,020.64	\$287,993.75	\$283,832.51	(\$4,161.24)	-1.44%
Sub-total : General Government	\$2,838,887.88	\$2,529,767.97	\$2,579,568.24	\$49,800.27	1.97%
Community & Economic Development					
Economic Dev. & Planning (+)	\$168,419.49	\$148,131.31	\$148,781.05	649.74	0.44%
Conservation Commission (+)	\$92,407.64	\$54,794.24	\$55,601.47	807.23	1.47%
Building & Zoning (+)	\$214,945.68	\$191,047.77	\$199,815.50	8,767.73	4.59%
Inspection & Health (+)	\$988,051.86	\$888,555.79	\$889,545.54	989.75	0.11%
Sub-total : Community & Economic Dev	\$1,463,824.67	\$1,282,529.11	\$1,293,743.56	11,214.45	0.87%
Public Safety					
Police (+)	\$8,902,503.19	\$8,604,135.15	\$8,623,574.82	\$19,439.67	0.23%
Fire (+)	\$8,413,459.61	\$8,063,223.48	\$7,977,933.56	(\$85,289.92)	-1.06%
Emergency Management (+)	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	0.00%