



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**TOWN COUNCIL AGENDA**  

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**WEDNESDAY, May 4, 2016**  
**NEWMARKET TOWN HALL COUNCIL CHAMBERS**

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1. **Pledge of Allegiance**
2. **Public Forum** (*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than five (5) minutes.*)
3. **Public Hearing – None**
4. **Town Council to Consider Acceptance of Minutes**
  - a. April 20, 2016 Non-Public Meeting Minutes
  - b. April 20, 2016 Regular Meeting Minutes
5. **Report of the Town Administrator**
6. **Committee Reports**
7. **Old Business**
  - a. **Resolutions/Ordinances in the 2<sup>nd</sup> Reading**
    - i. **Resolution #2015/2016-41** Resolution relating to Supporting the Equality of all Individuals without Regard to Actual or Perceived Sexual Orientation, Gender Identity, or Gender Expression.
    - ii. **Resolution #2015/2016-42** Resolution relating to the Town Administrator to enter into an agreement to install a new preschool playground structure at Leo Landroche Recreation Complex.
    - iii. **Resolution #2015/2016-43** Resolution relating to New Road Drainage Improvements and Beech Street Ext. Drain Investigation.
  - b. **Resolutions/Ordinances in the 3<sup>rd</sup> Reading – None**
  - c. \* Items Laid on the Table – None
8. **New Business/Correspondence**
  - a. Town Council to Consider Nominations, Appointments and Elections
    - i. *Veterans Memorial Trust Committee - Donald R. April – Term Expires March 2019.*

\*Items will remain on the table unless an unanimous vote of the Council removes said item.

**b. Resolutions/Ordinances in the 1<sup>st</sup> Reading**

- i. **Resolution #2015/2016-44** Resolution authorizing the Town Administrator to enter into an agreement with Target Construction for the construction of the downtown pedestrian improvements not to exceed \$356,000. (TA Requests the Suspension of Rules)*
- ii. **Resolution #2015/2016-45** Resolution authorizing the Town Administrator to enter into an agreement for engineering services for the construction phase of the downtown pedestrian improvements project not to exceed \$99,418. (TA Requests the Suspension of Rules)*

**c. Correspondence to the Town Council**

**d. Closing Comments by Town Councilors**

**e. Next Council Meeting – May 18, 2016**

**9. Adjournment**

**TOWN OF NEWMARKET, NEW HAMPSHIRE  
TOWN COUNCIL REGULAR MEETING**

**April 20, 2016     7:00 PM**

PRESENT: Council Chairman Gary Levy, Council Vice Chairman Phil Nazzaro, Councilor Dale Pike, Councilor Amy Thompson, Councilor Toni Weinstein, Councilor Amy Burns, Councilor Kyle Bowden

ALSO PRESENT: Police Chief Kevin Cyr, Public Works Director Rick Malasky, Interim Finance Director Matt Angell

**AGENDA**

Chairman Gary Levy welcomed everyone to the April 20, 2016 Newmarket Town Council Meeting and called the meeting to order at 7:11 pm, followed by the Pledge of Allegiance.

Vice Chair Nazzaro made a motion to seal the Non-Public minutes which was seconded by Councilor Weinstein.

Police Chief Cyr polled the Council and the motion passed by a vote of 7-0.

**PUBLIC FORUM**

Chairman Levy opened the Public Forum at 7:13 pm.

As no one from the public came forward, Chairman Levy closed the Public Forum at 7:13 pm.

**PUBLIC HEARING** – None

**TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**

**Acceptance of the Minutes of the Regular Meeting of April 6, 2016**

Councilor Thompson made a motion to accept the minutes of the Regular Meeting of April 6, 2016, which was seconded by Councilor Burns.

Corrections/Changes: Councilor Weinstein asked for a correction to the statement attributed to her under Discussion on page 6 of the minutes. The sentence was corrected to read: "Councilor Weinstein asked the year of the other ambulance and asked how they would manage with only 1 vehicle."

Police Chief Cyr polled the Council and the minutes of the Regular Meeting of April 6, 2016 were approved as amended by a vote of 7-0.

#### **REPORT OF THE TOWN ADMINSTRATOR**

Police Chief Kevin Cyr stated that there had been a **Sewer Backup** on North Main Street and that he had spoken with Water & Sewer Superintendent Sean Greig, who was working to get things back to normal. He said the issue was that people were flushing rags and other things down the toilet, and said that Water & Sewer Superintendent Greig was currently working on a public awareness campaign to make sure people did not put the wrong things into the system. He added that the Town was insured for the damages.

Discussion: Vice Chair Nazzaro said there was a backup in the same area about a year ago, and wondered if there might be any systemic issues about that area of North Main Street. Police Chief Cyr said it was a town-wide issue and that the campaign was intended to educate residents. Councilor Weinstein said the monthly Alliance for Substance Abuse Prevention (ASAP) meeting was held last week and there were no drug overdose calls to the Police Department so far this year. Police Chief Cyr said it was due to more public awareness along with the efforts of the ASAP Coalition as well as the Police Department. He said he had met on Tuesday with other police departments in the area and they would be joining in a program called "Safe Harbors" which would be a way to get help for the people they come in contact with. He said the program would kick off this month with a hard start on July 1<sup>st</sup> and would bring lay people right to the hospitals during drug overdoses to help facilitate getting help for these people.

Chairman Levy pointed out an error under the Police Department report (page 11) with regard to drug overdoses. He asked Public Works Director Rick Malasky why there was a large drop for Contracted Services (page 23), and Public Works Director Malasky explained this was for snow removal. Chairman Levy also questioned why the amount for salt for the roads was still relatively high, and Public Works Director Malasky said that 300 tons had been put into the shed at the beginning of the season as it was completely empty.

#### **COMMITTEE REPORTS**

Councilor Burns reported on the *Planning Board* meeting and said Mr. Matt Sullivan of the Strafford Regional Planning Commission reviewed the Future Land Use chapter, to which a few minor edits were made. Councilor Pike said the next Planning Board meeting would be public and the edits needed to be posted in advance. Councilor Burns said Eversource Energy had discussed tree pruning on Bay Road and said there was a continuation of a Public Hearing for a subdivision along Grant Road. She said the Grape Street project, where they were looking to build 4 townhome units, was continued again and they would meet with the Cheney Group along with the Planning Department. She said they were requesting that



more elevations which would blend in better with area structures be provided. Councilor Pike said there was also a legal opinion that went into that and some disagreement among Planning Board members as to whether aesthetics could be taken into account. He said the opinion from the Town legal firm was that they could.

Chairman Levy said that as Chairman of the Economic Development Committee (EDC), the joint meeting he requested with the Planning Board with regard to the CCRC or elderly housing, was mentioned for New Road but was actually for both Route 152 *and* New Road.

## **OLD BUSINESS**

### **ORDINANCES AND RESOLUTIONS IN THE 2<sup>ND</sup> READING**

**Resolution #2015/2016-39 Authorize the Town Administrator to Purchase a New Ford Police Cruiser with Associated Costs not to exceed \$45,880**

Vice Chair Nazzaro made a motion to approve *Resolution #2015/2016-39 Authorize the Town Administrator to Purchase a New Ford Police Cruiser with Associated Costs not to exceed \$45,880*, which was seconded by Councilor Burns.

Police Chief Cyr stated that the vehicle they were looking to replace was a 2010 Crown Victoria with approximately 110,000 miles on it and they had spent approximately \$5,800 on maintenance over the last few years. He said though this would be the year in their CIP plan to replace the vehicle, they had sufficient funds in the Extra Detail Police Vehicle account to cover the cost. He explained that this fund was set up 8 or 9 years ago as a revolving fund, and that in addition to charging contractors for providing police details, the Town charged a stipend to cover insurance costs and for the use of the car on an hourly basis. He said they purchased a car out of this account in 2014 and that approximately \$80,000 remained in the fund. He said they had obtained 3 bids for a Ford utility vehicle and had gone with the lowest bid, which would be the exact cost (\$45,880) to buy and outfit the vehicle.

Discussion: Chairman Levy asked how this new vehicle compared with the Crown Victoria. Police Chief Cyr said the Ford was built as a police vehicle, was more efficient on fuel, handled well in snow, and had plenty of room for gear and passengers. He added that they would not have to purchase a radio for this vehicle as they were transferring an older one.

Police Chief Cyr polled the Council and the motion to approve *Resolution #2015/2016-39 Authorize the Town Administrator to Purchase a New Ford Police Cruiser with Associated Costs not to exceed \$45,880* was approved by a vote of 7-0.

**Resolution #2015-2016-40 Resolution Relating to Town Hall First Floor Bathroom**

Councilor Weinstein made a motion to approve *Resolution #2015-2016-40 Resolution Relating to Town Hall First Floor Bathroom*, which was seconded by Vice Chair Nazzaro.

Interim Finance Director Matt Angell stated that they were asked by Town Administrator Fournier to try to renovate the Town Hall downstairs bathrooms and had solicited bids from 9 companies with only 2 providing proposals. He with the lowest bid came in at \$190,000 for both bathrooms. He said the Town Administrator had then asked them to try to find the most inexpensive way to do the job. He said when the walls were torn out they discovered the shed roof was broken, there were masses of tangled wires, and no shutoff valves for either bathroom. He said there was also no insulation in the walls and the plaster was peeling away from the lathwork. He said that rather than trying to retrofit the fixtures they would be replaced. He said they were proposing \$45,000 to essentially put everything back together and a breakdown of individual costs was provided (page 56). He said plumbing would be \$13,775 and that more electrical could be added to the auditorium while the walls were open. He said the janitor's closet under the stairs would be moved into the Women's restroom. He stated that the only *estimated* cost was the \$12,000 for the stall dividers and they were looking at a State Bid for those.

Discussion: Councilor Pike asked if all of this would have been included in the \$190,000 proposed cost and Interim Finance Director Angell said that it would plus a lot more. Councilor Pike felt that \$45,000 was a reasonable amount to spend and the Town employees had done a great job. Interim Finance Director Angell said it was a great job by the Public Works Department. Vice Chairman Nazzaro felt they had been tapping the Building Improvement Capital Reserve Fund mostly for this building, and asked if they had a plan for the rest of the money in the account. Interim Finance Director Angell said they had been working on a plan but that projects had been coming in much higher than expected. He said that next they needed to remove siding from the Police Department and the Recreation Center, which would total approximately \$45,000 for both. He explained that they had a lot of delayed maintenance and they were trying to come to the Town Council with more reasonable numbers. Chairman Levy asked if all the quoted prices listed in the itemization were firm, and Interim Finance Director Angell said all the costs were priced out except the \$12,000 estimation for the stall dividers.

Police Chief Cyr polled the Council and the motion to approve *Resolution #2015-2016-40 Resolution Relating to Town Hall First Floor Bathroom* passed by a vote of 7-0.

**ORDINANCES AND RESOLUTIONS IN THE 3<sup>RD</sup> READING - None**

**ITEMS LAID ON THE TABLE – None**

**NEW BUSINESS/CORRESPONDENCE**

**TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS**

**Joint Town Council/School Board Meeting**

Chairman Levy read an email from the School Board with regard the joint School Board/Town Council meeting to be held annually per the Town Charter. The School Board said they had identified two members which they hoped would be joined by two Councilors to meet preliminarily to map out a brief agenda and work out a date to hold the first joint session. Chairman Levy asked if any of the Councilors



wished to volunteer for the sub-committee to plan the joint School Board/Town Council meeting. *Councilor Dale Pike* and *Councilor Toni Weinstein* volunteered and were approved by the Council.

#### **ORDINANCES AND RESOLUTIONS IN THE 1<sup>ST</sup> READING**

**Resolution #2015/2016-41 Resolution relating to Supporting the Equality of all Individuals without Regard to Actual or Perceived Sexual Orientation, Gender Identity, or Gender Expression** – Introduced by Councilors Nazzaro, Weinstein, and Burns

Chairman Levy read *Resolution #2015/2016-41 Resolution Relating to Supporting the Equality of All Individuals without Regard to Actual or Perceived Sexual Orientation, Gender Identity, or Gender Expression* in full.

Councilor Weinstein pointed out that there were two (2) typos in the resolution under the third “whereas” and in the following paragraph where “transgendered” should be “transgender”. Chairman Levy asked if they might want to get feedback from the attorney with regard to the first paragraph of the resolution and how it would affect the Town. Vice Chair Nazzaro said the issue was simply about non-discrimination of municipal employees.

**Resolution #2015/2016-42 Resolution Relating to the Town Administrator to Enter into an Agreement to Install a New Preschool Playground Structure at Leo Landroche Recreation Complex**

Chairman Levy read *Resolution #2015/2016-42 Resolution Relating to the Town Administrator to Enter into an Agreement to Install a New Preschool Playground Structure at Leo Landroche Recreation Complex* in full.

**Resolution #2015/2016-43 Resolution Relating to New Road Drainage Improvements and Beech Street Extension Drain Investigation**

Chairman Levy read *Resolution #2015/2016-43 Resolution Relating to New Road Drainage Improvements and Beech Street Extension Drain Investigation* in full.

#### **NEXT MEETING**

The next Town Council meeting was scheduled for May 4, 2016.

#### **CORRESPONDENCE/CLOSING COMMENTS**

Vice Chair Nazzaro read a letter sent from Linked Together asking the Town Council for help with their “Honor Heart Thank-You Project”. The project was to thank all Newmarket veterans by making thank-you hearts to be displayed in the Town Hall. They asked that the Councilors please write a thank-you note on the enclosed rectangles and deposit them in the Town Clerk’s office, and thanked them for their support. The letter was signed: Grace, John, and Jillian.

Town Council Regular Meeting  
April 20, 2016

Councilor Weinstein announced that the Newmarket ASAP group would be conducting another Community Forum on May 2<sup>nd</sup> at 6:30 pm in the Recreation Center. She said Mr. Kyle True would provide an update and they would be discussing the "Safe Harbor" group and how Newmarket could work with them to expand their resources and offer recovery coaching in the community to help take some burden off of the Police Department.

#### **ADJOURNMENT**

Vice Chair Nazzaro made a motion to adjourn the meeting, which was seconded by Councilor Pike. The meeting was adjourned at 7:58 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary





TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

## **REPORT OF THE TOWN ADMINISTRATOR**

### **May 4, 2016**

**Auditors:** Pursuant to the Town Charter, we must solicit proposals for a new auditing firm every three years, and select a new auditor every six years. Last year, the Town's previous auditors informed us just before the end of the fiscal year that they would no longer conduct our audit. We entered into a one year agreement with MacPage to conduct the FY15 audit. We are currently interviewing auditing firms and will have a new firm for council approval in the first week of June.

**Meeting with the County Commissioners:** Last year, we were invited to attend a meeting with the County Commissioners to discuss county services and how we can work together. I have received a letter from the Commissioners that they would like to meet with the communities of Rockingham County again on May 25. I plan on attending, and would extend the invitation to any Town Councilor as well.

**Liability and Workers Compensation Insurance:** We received our final contribution letters from Primex for our 2017 contributions to workers compensation and property liability.

Overall, we will experience a combined budget shortfall of \$435. When we prepared the FY17 budget for both of these insurances, we assumed a 10% appropriation increase from FY16 to FY17. The problem is that the FY16 exceeded appropriations. Primex is expecting us to see an actual increase in expenditures of 6.9% for workers' comp and 9% for property liability.

Below is a comparison of FY 2017 appropriation as compared to the contribution renewal:

	Workers' Comp			Property and Liability		
	Budget	Renewal	Variance	Budget	Renewal	Variance
General Fund	125,389	127,653	(2,264)	103,230	101,522	1,708
				5,00		
Library	1,500	1,527	(27)	0	4,917	83
				5,17		
Water	4,939	5,028	(89)	9	5,093	86
Sewer	5,899	6,006	(107)	10,575	10,400	175
	137,727	140,214	(2,487)	23,984	121,932	2,052

10% increase in appropriation  
FY 16 actual was over budget.  
Net increase is 9%.

10% increase in appropriation  
FY 16 actual was over budget.  
Net increase is 6.9%

**Rt. 108 South Bike Path Project:** I wanted to provide the Town Council with information regarding the Rt. 108 South Bike Lane Project. This project was originally submitted for funding under the Congestion Mitigation and Air Quality (CMAQ) Program in 2001. This project was not a Town project and the applicant was the NH Department of Transportation Division 6. It was originally packaged to include improvements in Newmarket and Newfields in conjunction with state transportation improvement projects that were done in both communities. The total length of the original project was 2.2 miles, included Rockingham Junction Bridge. The project cost at that time was \$809,292. As proposed, 80% of the funding would come from Federal Highway Funds or \$647,433.60, and the remaining funds would come from the State NH DOT. No funds were to come from the towns. The project was to be a municipally managed project, whereby the Town of Newmarket agreed to act as Sponsor of the Project, with assistance from the Town of Newfields.

In 2007, the Select Board in Newfields indicated that they voted to no longer participate in the project.

In 2009, the then Town Administrator entered into an agreement with the NHDOT to manage this project. While in accordance with the Town Charter Section 5.12 the Town Administrator shall execute contracts on behalf of the Town, the Town Council must authorize the execution.

In 2010, the Annual Town Meeting approved the funding of the project contingent that all funds were to be paid by NHDOT or the FHWA.

The project laid dormant for many years due to the fact that the Town Council at the time was frustrated with the NHDOT because they were not prompt in reimbursing the Town for some of the costs associated with the Downtown Project which was partly funded with Transportation Enhancement funds being administrated by NHDOT.

The Town filed an extension of the grant agreement in May 2013 on behalf of the state, which was granted to December 31, 2015. The Town went through a formal Request for Qualification process during the summer of 2013. A scoping meeting was held with NHDOT in June 2013, and there seemed to be come confusion on the part of the program people at NHDOT that the project was to be 80% federally funded and 20% state funded with State Toll Credits. A letter was finally sent in late July 2013 stating that indeed state toll credits for the 20% share was available for the completion of the project. A qualification based selection process was completed by December 2013, when the State authorized us to begin contract negotiations with the selected engineer, Underwood Engineers. The engineering contract in the amount of \$37,600 to complete the engineering study was approved by the Town Council in May 2014 with authorization to proceed.

A kick-off meeting was held in July 2014. There was a meeting with NHDOT was requested in October, 2014 to review two alternatives: (1) the construction of five foot paved shoulders along the roadway, and the second involving the construction of a separate bike path along one side of the road. At that meeting it



was noted that both alternative were estimated at beyond the current funding level. In December 2014, the Town requested a time extension of the project to December 31, 2016. In February, Underwood Engineers submitted their Draft Engineering Study. In May, 2015, the Town sponsored a public information meeting to received input from the public on planning and design of the project. At that time, the Engineering consultant also prepared an exit survey to solicit further input from the public. A second public hearing was held on July 22, 2015 to get further input on the two options.

The engineering report was completed and submitted to the State on September 16, 2015, along with a request from the Town to meet with the NHDOT staff to review the findings of the report and to discuss the possibility of additional funding and/or the option of scaling back the project. At that meeting, we explored the possibility of scaling the project back to a length of approximately 4,000 linear feet in order to stay within budget. We were told at that meeting that any funding above the amount that had already been committed would be available on a 80%/20% basis. The NHDOT was told that it was unlikely that the Town would support town funding of the project.

The Town then waited to receive review comments from the State. Those comments were received February 1, 2016. In that letter it was suggested that the Town review the budget with an eye to a reduced scope of work and suggested a meeting to clarify the availability of Town funds for the match. In March 2016, the Town Council stated its support of reducing the scale of the project and decided not to approve town matching funds in order to do the entire length of Route 108 with the \$1.2 million cost. This was conveyed to NH DOT. At a coordination meeting with NH DOT there were questions raised about the status of the project's review under the National Environmental Protection Act (NEPA) Process. The Town's engineers were asked to follow-up on that, which they completed and sent to NH DOT on April 22, 2016. The engineers were also asked to provide a more complete budget analysis to show what the reduced scope in project would entail for preliminary design, final design and bidding, construction, and construction engineering. This item is currently being addressed by Underwood Engineers.

The staff had a coordination meeting with NHDOT last Wednesday, April 13, 2016. There are a few items that Underwood Engineers still needs to do to make the engineering phase of the project complete, including National Environmental Protection Act (NEPA) process. The NH DOT also asked Underwood Engineers to give a more complete budget analysis to show what the reduced scope project (for construction, construction and design engineering, and right-of-way acquisition). Both of these items are currently being addressed by Underwood Engineers.

During my vacation, I received, and my understanding is at least one Town Councilor received communication from Bill Watson from NHDOT with concerns over the cost of the project and the town's liability. I shared the communication with the entire Town Council as well as back up information.

Before putting any further money into the project, NHDOT wants to make sure that the Town understands what the risks of the project are. There may be cost over runs and unforeseen difficulties that come up during construction. During construction there may be unknowns associated ledge blasting and right-of-way issues. The Town Council needs to understand that if that is the case, the Town will be expected to pay 20% of those additional costs. The reality of those costs will become clearer as we proceed with the next phase of the project (bid and design) when the survey work is completed, the design is completed

and NEPA review is completed in full. Also, the project needs to be carefully planned with the addition of Bid Alternatives (similar to what was done for the pedestrian crossing study) in order for the Town to not have to incur any additional costs.

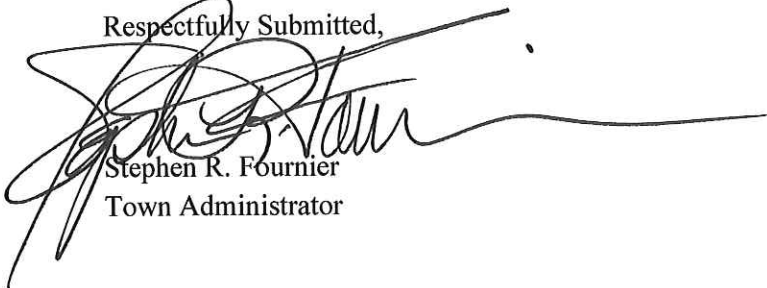
The NHDOT wants the Town Council to know that there is a risk of the Town having to pay back the money for the engineering study that has been spent to date (\$37,000) if we can't complete the project because we don't have the local match funds to complete it or if the Town decided to walk away from the project. While the solution might be to further scale back the project, at the meeting with the NH DOT they stated that they are only willing to reduce the scope so much before it defeats the purpose of doing the project. It is not clear at what point that would occur.

In addition, I reviewed the original article that was passed in 2010, and the agreement that was signed in 2009. I first questioned if a previous Town Administrator had authority to sign the agreement, and we are searching past minutes to find this. However, in 2010 the Town Council placed this issue on the ballot for approval. There was a caveat that the voters approved that "This project is conditioned and subject upon the receipt of funds from the NHDOT. This will result in \$0 cost to the local taxpayer."

They said they would be preparing in writing for the Town Council to approve going forward acknowledging its understanding of the risks, which a resolution could be acted upon if the Town Council suspends its rules at the May 18 meeting. I have asked DRA and the Town Attorney for advice on whether or not we can expend funds if the voters said no.

Bill Watson, from NHDOT was invited to the Town Council meeting to explain their position.

Respectfully Submitted,

A large, stylized handwritten signature in black ink, appearing to read 'Stephen R. Fournier', is written over the typed name and title.

Stephen R. Fournier  
Town Administrator



## ARTICLES CONTINUED

COPY

**Article 4. Multiple Year Police Department Collective Bargaining Agreement**

To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Town Council and the International Brotherhood of Teamsters, Local 633, which calls for the following increases in salaries and benefits at the current staffing levels:

Year	Estimated Increase
FY 2010-2011	\$52,383
FY 2011-2012	\$54,029

And further to raise and appropriate the sum of \$52,383 for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels in accordance with the most recent collective bargaining agreement. (Majority vote required).

Recommended by the Town Council. Recommended by the Budget Committee.

286  
YES ☒NO ☐

139

**Article 5. Authorization for Special Town Meeting on Defeated Collective Bargaining Agreement**

Shall the Town, if Article 4 is defeated, authorize the Town Council to call one special Town Meeting, at its option, to address Article 4 cost items only?

(Majority vote required)

269  
YES ☒NO ☐

148

**Article 6. Change the Purpose of Downtown Redevelopment Capital Reserve Account**

To see if the Town will vote to change the purpose of the Downtown Redevelopment Capital Reserve Fund, established May 12, 1998, to the Town Clock Repair and Maintenance Capital Reserve Fund.

(2/3 vote required)

Recommended by the Town Council. Recommended by the Budget Committee.

304  
YES ☒NO ☐

112

**Article 7. Discontinue the Ladder Fire Truck Capital Reserve Fund**

To see if the Town will vote to discontinue the Ladder Fire Truck Capital Reserve Fund created in May 2005. Said funds, with accumulated interest to date of withdrawal, are to be transferred to the Fire Truck Capital Reserve Fund created in May 1992.

(Majority vote required)

Recommended by the Town Council. Recommended by the Budget Committee.

363  
YES ☒NO ☐

60

**Article 8. Revise the Purpose of the Fire Truck Capital Reserve Fund**

To see if the Town will vote to change the purpose of the Fire Truck Capital Reserve Fund, established May 1992, to include the future replacement of a ladder truck.

(2/3 vote required)

Recommended by the Town Council. Recommended by the Budget Committee.

312  
YES ☒NO ☐

103

**Article 9. Municipally Manage Bicycle Path on NH Route 108 for NH DOT**

To see if the Town will vote to raise and appropriate the sum of \$809,292 and to municipally manage a New Hampshire Department of Transportation project to construct bicycle shoulders along the North and South bound lanes of NH Route 108 in the Town of Newmarket from the Irving Gas Station to the Newmarket/Newfields town line. The NH DOT will provide funding under the Congestion Mitigation and Air Quality Improvement Programs in the amount of \$809,292 for this project. This project is conditioned and subject upon the receipt of funds from the NH DOT. This will result in \$0 cost to the local taxpayer.

(Majority vote required)

Recommended by the Town Council. Recommended by the Budget Committee.

293  
YES ☒NO ☐

130

**Article 10. Appropriate Fund from Surplus to Cable Television Station Capital Reserve Fund**

To see if the Town will vote to raise and appropriate the sum of \$70,000 to be added to the Newmarket Cable Television Station Capital Reserve Fund previously established. This sum is to come from the General Fund balance and no amount to be raised from taxation.

(Majority vote required)

Recommended by the Town Council. Recommended by the Budget Committee.

268  
YES ☒NO ☐

153

**Article 11. Recording of Vote Tally on Warrant Articles**

To see if the Town will vote to approve that all votes of the Town Council and Budget Committee relative to budget items or any warrant articles shall be recorded votes and the numerical tally of any such vote shall be printed in the town warrant next to the affected warrant article.

(Majority vote required)

328  
YES ☒NO ☐

87

**Article 12. Petition to support full time code enforcement/building inspector /health enforcement officer.**

To see.

(Submitted by petition)

(Majority vote required)

154  
YES ☐NO ☒

259

YOU HAVE NOW COMPLETED VOTING

## Wendy Chase

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**From:** Bill Watson <BWatson@dot.state.nh.us>  
**Sent:** Friday, April 15, 2016 2:34 PM  
**To:** 'wchase@newmarketnh.gov'  
**Cc:** Tom Jameson; Robert Hudson  
**Subject:** FW: Newmarket Transportation Projects

**Importance:** High

Good Afternoon Wendy,  
In Steve's absence I would request that you forward this email to both the Town Council and Diane Hardy.

Regards,  
Bill

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William Watson Jr., PE Administrator  
P - 603-271-3344 C - 603-419-0103 F - 603-271-8093  
[bwatson@dot.state.nh.us](mailto:bwatson@dot.state.nh.us)

NH Department of Transportation  
Bureau of Planning and Community Assistance  
7 Hazen Drive  
Concord NH 03301



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**From:** Bill Watson  
**Sent:** Friday, April 15, 2016 2:30 PM  
**To:** Steve Fournier, Town Administrator ([sfournier@newmarketnh.gov](mailto:sfournier@newmarketnh.gov))  
**Subject:** Newmarket Transportation Projects  
**Importance:** High

Good Afternoon Steve --

I wanted to reach out this afternoon just to let you know that I am currently reviewing concerns expressed to me by my Project Managers on two Newmarket projects:

- Project 16048 – this is the Transportation Enhancement project that the Town worked very hard with our support to get designed. Bidding for the construction is complete and we are waiting for final documents now from Diane Hardy. My understanding is that the increase in construction costs over the Engineer's estimate requires Town Council Approval. My second understanding is that the Contractor's bid document was only binding for 60 days. In addition, the process on our end to get those additional funds approved by FHWA can take up to 30 days. My concern is there is a fairly high risk of Newmarket not having a construction contract if we don't have final Town Council approvals and documents from Diane in the next few days. Any assistance in finalizing/submitting these docs would be great. These federal funds MUST be obligated/encumbered this FY. Technically they expired 3 years ago, and on September 30<sup>th</sup> they are returned to Washington DC if not obligated/encumbered to a project. If this contract doesn't get awarded, there will be no time to rebid this



project. Federal funds would be lost, and unless the Town wants to pay for 100% of the construction costs to complete the work, the Department would require payback of 100% of the funds spent and reimbursed by DOT to Newmarket.

- Project 13878 – This is the CMAQ project to provide bike shoulders along NH 108 south towards the Newfields town line that has a very long history. Fast forwarding to the most recent history, the town agreed to manage and administer this project if NHDOT committed 80% CMAQ funding and a prescribed amount of toll credits (our FHWA approved way of providing 20% match as we don't have cash) to fully utilize the CMAQ funds available. That has been formalized in signed contract/agreement between the Town and NHDOT.
  - On 4/13/16 the Project Manager met with Diane Hardy and Underwood Engineers. UE is approved to do Engineering Study. We have found that the work is basically incomplete and incorrect, which is one issue. The second issue is that based on our estimates, as well as conversation with UE, it appears that the funding need for this project far outweighs available funding.
  - Diane has indicated that the Town is unwilling to contribute any funding to the project (currently no town funds involved). We agree that this is a local decision, and if it is supported by Town Council, the Department really doesn't have a say in that decision. At that point, our role is to present opportunities, concerns and risks for the town to consider, and to continue to facilitate opportunities towards a successful project.
  - If the current scope of the project continues and the budget doesn't increase and the Town Council is not willing to support an increase, there are ultimately going to be 2 options
    - reduce the scope to something affordable, or
    - walk away from the project and be responsible for the costs incurred to date (i.e. – pay us back for funding already spent). Federal rules offer no flexibility on this topic.
    - If the town walked away from the project today there would be at least \$37,000 in funds to be paid back to NHDOT
  - We will be requiring that as a part of this project that the Town Council (through Town Council – not through you or Diane) acknowledges in writing the risks and liabilities of continuing the project given the statements made by Diane. Communication to this affect is being developed now and will be more specific than my comments here. I will request that you are copied on that communication.

As you may have guessed, this is something that is unfortunately happening more for us, and is much better to work through early on. We have found in other circumstances that the local person in charge of a project is many times not in sync with, or in full contact with the governing body. When that happens and the governing body is surprised by the risks and liabilities, it becomes much more difficult to resolve amicably. I want to avoid that here, and I hope you understand that.

This is not a reflection on the work that Diane is doing. My reaching out is a reflection of the climate we are living in here in NH and issues we are dealing with throughout the state. Again, I hope you understand. If you need additional details on either project, I am happy to have you work directly with the Project Managers involved with both.

Regards,  
Bill

---

William Watson Jr., PE Administrator  
P - 603-271-3344 C - 603-419-0103 F - 603-271-8093  
[bwatson@dot.state.nh.us](mailto:bwatson@dot.state.nh.us)

NH Department of Transportation  
Bureau of Planning and Community Assistance  
7 Hazen Drive  
Concord NH 03301



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/16 - 41**

**Supporting the Equality of all Individuals without Regard to Actual or Perceived Sexual Orientation, Gender Identity, or Gender Expression**

- WHEREAS: the Newmarket Town Council recognizes and believes that it is the right of every individual to work and earn wages through gainful employment, to obtain and enjoy goods, services, facilities, privileges, advantages, and accommodations in all places of public accommodation, and to obtain housing, without regard to actual or perceived sexual orientation, gender identity, or gender expression; and
- WHEREAS: the Newmarket Town Council understands that the denial or deprivation of human rights because of sexual orientation, gender identity, or gender expression is detrimental to the health, safety, and welfare of the citizens of Newmarket; and
- WHEREAS: New Hampshire has statewide protections against discrimination based upon age, sex, sexual orientation, race, creed, color, marital status, familial status, physical or mental disability or national origin in the areas of employment, housing, and public accommodations, but does not have similar prohibitions against discrimination against transgender individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council adopts a formal policy of non-discrimination regarding transgender municipal employees by forbidding discrimination based upon a person's gender identity and/or expression, and

LET IT BE FURTHER RESOLVED THAT:

that the Newmarket Town Council, does hereby urge the State of New Hampshire to amend its current anti-discrimination statutes to include language for anti-discrimination protections and equal treatment, respect, and dignity for individuals on the basis of gender expression and gender identity in the areas of employment, housing, and public accommodations.



INTRODUCED BY:

Councilor Toni Weinstein  
Councilor Amy Burns  
Councilor Philip Nazzaro

First Reading: April 20, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri Littlefield, Town Clerk



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2015/2016-42**

**Resolution authorizing the Town Administrator to enter into an agreement to install a new preschool playground structure at the Leo Landroche Recreation Complex**

**WHEREAS;** the Leo Landroche wooden preschool structure is over 20 years old and is in desperate need of replacement. The wooden bridge is deteriorating, requiring a great deal of maintenance each year to make it accessible. Wooden playground structures are being removed and replaced on an as needed basis. This structure meets that threshold.

**WHEREAS;** four companies submitted the following cost proposals to replace the preschool playground wooden structure with a four color, heavy duty molded plastic structure that is connected with metal poles and stainless steel connectors. The costs include: the playground structure unit, the shipping and freight charges, and installation.

Company Name	Amount
Ultiplay Parks and Playgrounds, Inc.	\$16,425.00
Obrien and Sons	\$18,004.00
Kompan Inc.	\$26,161.00
New England Recreation Group	\$29,500.00

**WHEREAS;** Ultiplay Parks and Playgrounds, Inc. is the lowest bidder and has successfully met the design and material requirements specified from the Newmarket Recreation Department.

**WHEREAS,** the Recreation Facilities Capital Reserve Fund has a balance of \$135,205 as of March 31, 2016.

**NOW THEREFORE BE IT RESOLVED,** that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with Ultiplay Parks and playgrounds Inc. for providing installing a new preschool playground structure at the Leo Landroche Recreation



Complex and approve the withdrawal of \$16,425.00 from the Capital Reserve Fund. 50% of that amount, or \$8,212.50, is due immediately with the balance due at the conclusion of the installation.

First Reading: April 20, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri Littlefield, Town Clerk

[illegible]

	<b>UltiPlay Parks &amp; Playgrounds, Inc.</b> PO Box 374 Uxbridge, MA 01569  Phone: (508) 634-1497      Fax: (508) 634-6949 Email: mparody@ultiplayus.com	<b>Quote #:</b> <b>040716</b> <b>Landroche</b> <b>Recreation</b> <b>Complex</b>
---	--	---

<b>Mr. Jim Hilton</b> Newmarket Recreation Dept 1 Terrace Drive Newmarket, NH 03857	Phone: (603) 659-8581 Fax: (603) 659-2761 Email: jhilton@newmarketnh.gov Mobile:	Date: 4/7/2016 Rep.: Mr. Michael Parody
--	---	---

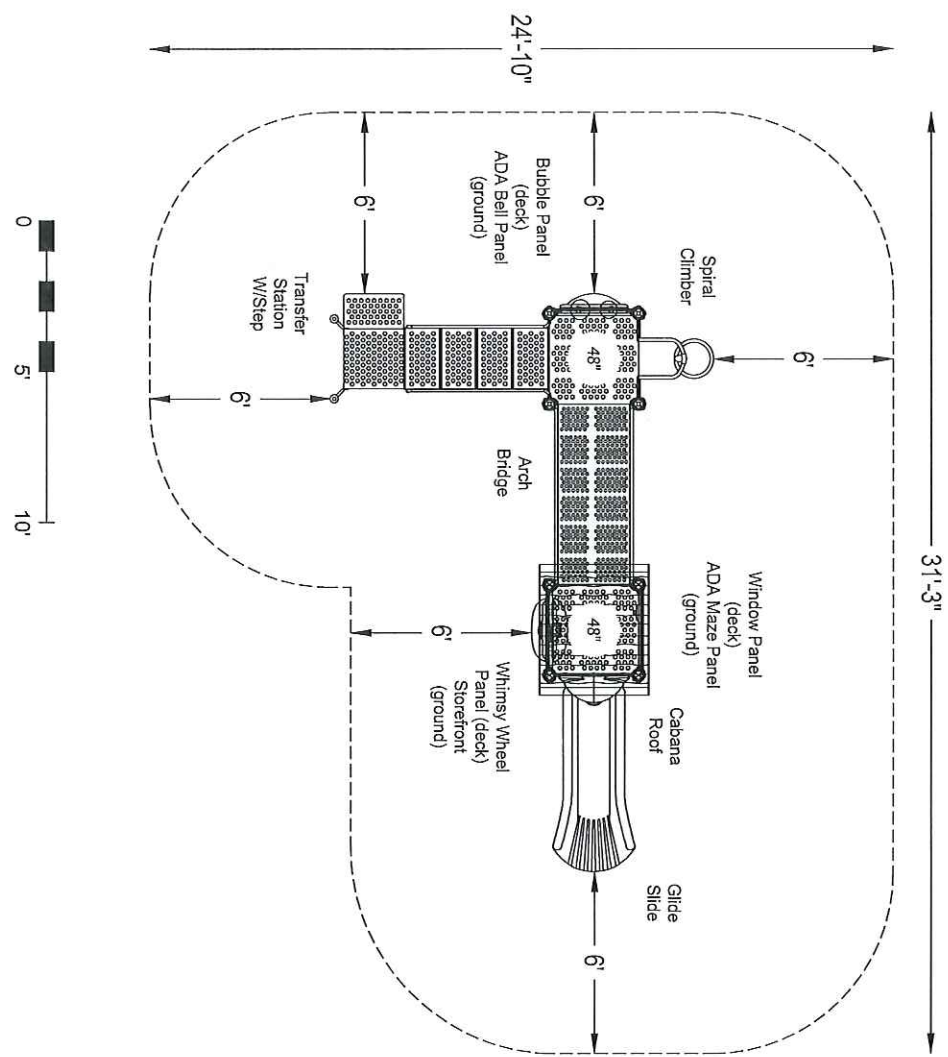
Qty	Item #	Name	Price	Total
1	CUSTOM	A. Custom Challengers Composite Structure	\$12,990.00	\$12,990.00
1	SHIPPING	B. Equipment Shipping Fee to Newmarket, NH	\$795.00	\$795.00
1	INSTALL	C. UltiPlay Installation Fee	\$2,640.00	\$2,640.00
<p><b>**Deliver can occur approximately 3-4 weeks upon receipt of order and UltiPlay will coordinate all installation activities and contact Dig Safe.</b></p> <p><b>**Site Preparation amd Safety Surfacing To Be Discussed.</b></p>				
Sub Total				\$16,425.00
Taxes				\$0.00
<b>TOTAL</b>				<b>\$16,425.00</b>

<b>Comments:</b> This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a <b>tax-exempt certificate</b> is submitted with order. Delivery can occur within approximately 3 to 4 weeks after our receipt of an acceptable order.	Office Use Only:
--	------------------

*Thank you for your business.*



\*PLAYGROUND SUPERVISION REQUIRED



ULTIPLAY PARK &  
PLAYGROUNDS, INC.  
P.O. Box 374  
Uxbridge, MA 01569  
866-575-PLAY

EQUIPMENT SIZE:  
19'3" x 12'10" x 10'

USE ZONE:  
31'3" x 24'10"

AREA:  
630 Sq.Ft.  
PERIMETER:  
99 Ft.

FALL HEIGHT:  
4 Ft.

USER CAPACITY:  
26  
AGE GROUP:  
2-5

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: NEWMARKET.ULT		SCALE: 1/4"=1'-0"
DRAWN BY: DANA GRUBBS		
DATE: 05-APR-16		
		Paper Size <b>B</b>





Leo Landroche  
Recreation Complex  
Preschool Playground  
Replacement

Sales Representative  
**uttiplay**  
play & design  
100 Park Ave.  
Uxbridge, MA 01569  
Tel: 413.375.7539

Equipment Manufacturer  
**PLAYWORLD**  
The world needs play.





Leo Landroche  
Recreation Complex  
Preschool Playground  
Replacement

Sales Representative



Equipment Manufacturer









Best User Age: **2-5 years**

Footings: In-ground posts

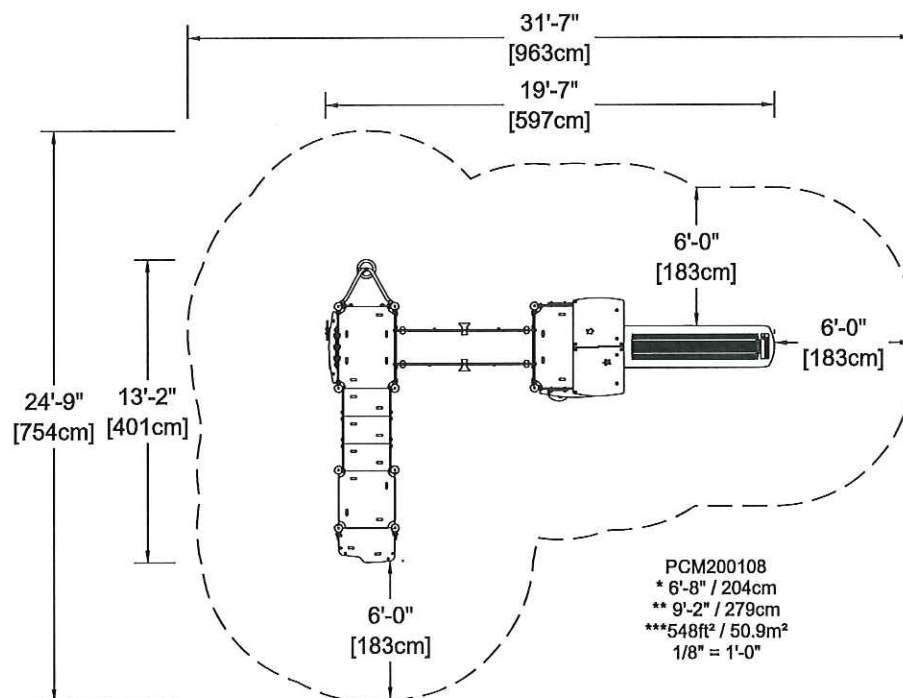
Surface installation also available

Technical information available at [kompan.com](http://kompan.com)

ADA ANALYSIS	Elevated Activities: 6	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present		6	3	2
Required		3	2	2

**MOMENTS**

Available Options:



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

\* = Highest designated play surface.

\*\* = Total height of product.

\*\*\* = Total area of safety zone.

Highest designated play surface, space required and total area of safety zone are according to ASTM F1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.







# Play & Park Structures



This play equipment is recommended for children ages 2-5  
Minimum Area Required: 35'-0" X 32'-0"

Scale: 3/16" = 1'-0"  
This drawing can be scaled only when in an 11" X 17" format

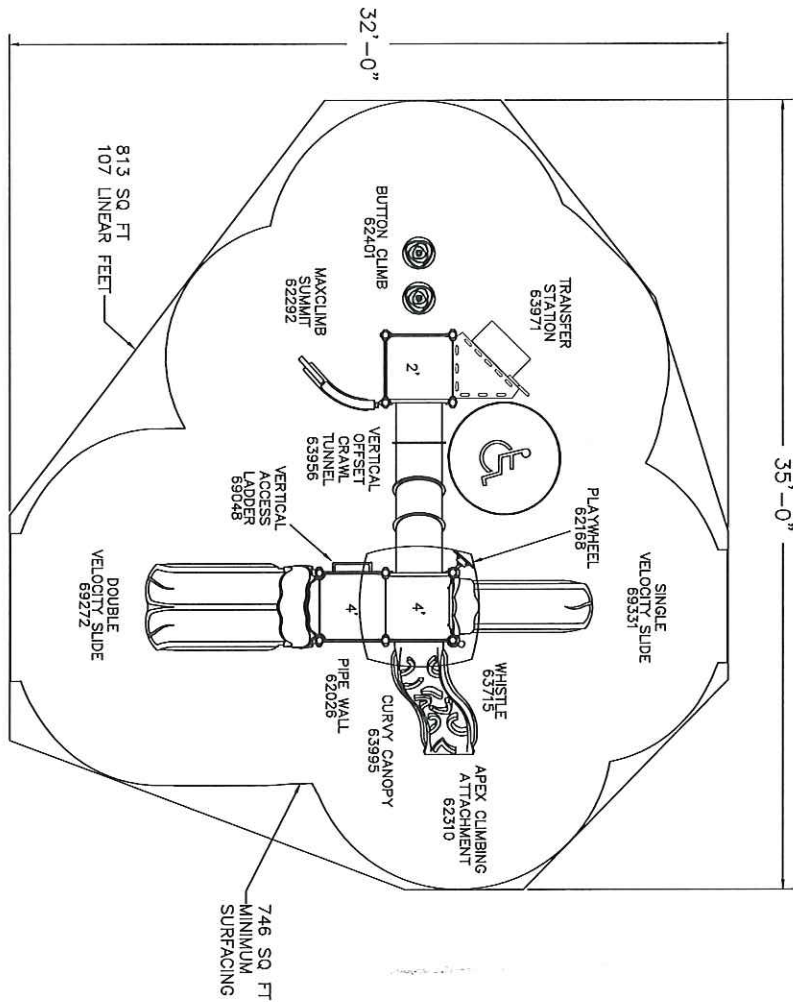
Drawn By: Chris Yates  
Date: 1/7/15  
Drawing Name: 62470

**play&park structures**  
A Play & Park Company  
401 Chestnut St., Ste. 410  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com



**Total Play Components**  
Elevated Play Components 9  
Elevated Play Components Accessible by Ramp 7  
Elevated Play Components Accessible by Transfer 0  
Accessible Ground Level Components Shown 2  
Different Types of Ground Level Components 2

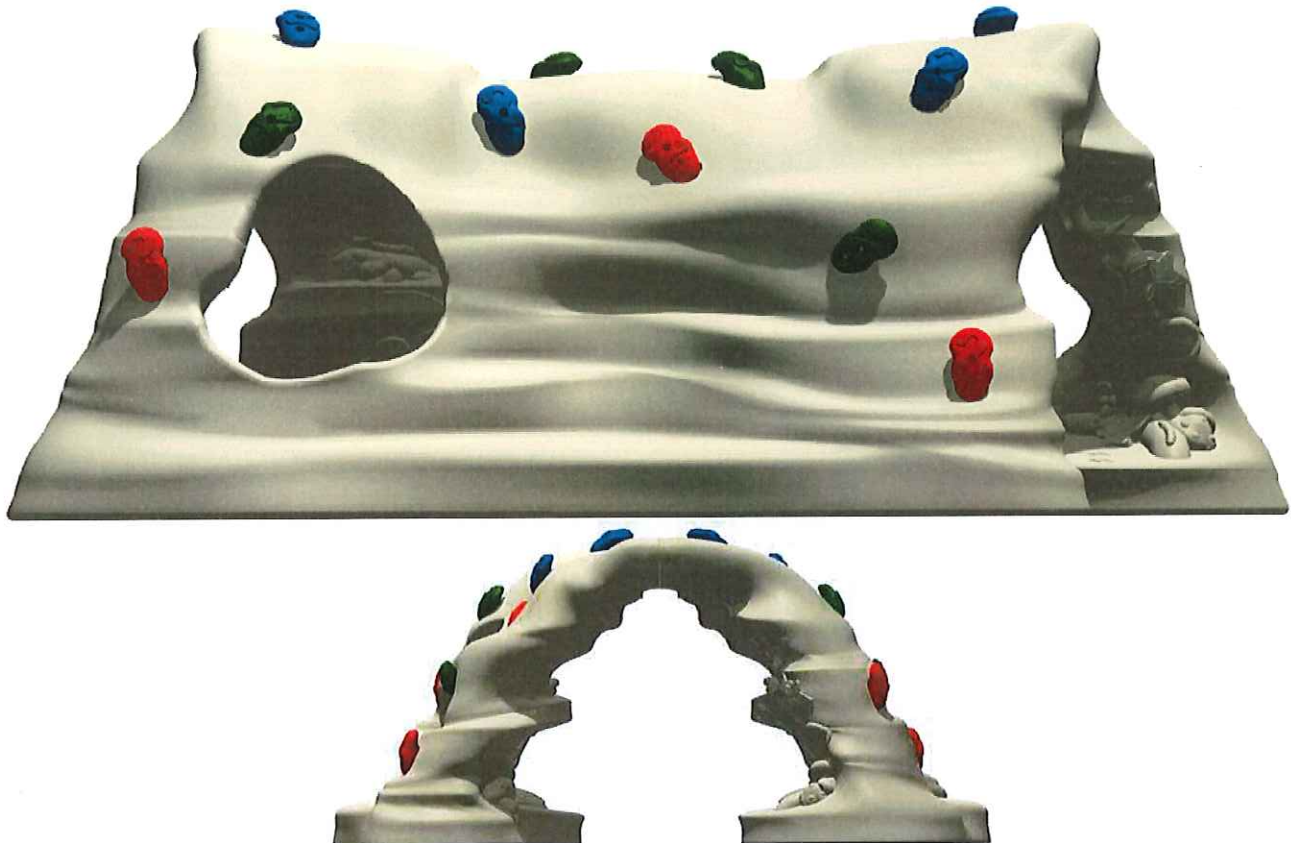
User Capacity  
25-35  
Critical Fall Height  
4'-0"



It is the manufacturer's option that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

## Climb and Discover Cave

Introduce the wonders of both climbing and discovery with this novel climb and crawl adventure. Hidden wildlife, insects, footprints and foliage will delight and surprise youngsters as they navigate through the intricately designed cave space. The exterior provides challenging handholds that can be scaled from bottom to top and back again. Two separate seating areas provide spaces for rest or for even more in-depth exploration.



### Features & Benefits

- Three handhold package options from which to choose: Letters, numbers or standard shaped holds
- Anthropometrically designed for the hands of 6 month—23 month aged children
- Multiple discovery elements on interior walls of climber include:  
Mushrooms, turtle, leaves, animal tracks, ant hill, salamander, rat, ants, iguana, inch worm and lady bug

Play Value :



Physical



Sensory



Social/Emotional



Cognitive





CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/2016-43**

**Resolution Relating to New Road Drainage Improvements**  
**and Beech Street Ext. Drain Investigation**

**WHEREAS**, the Town needs to design New Road drainage improvements and video inspection of existing drainage pipe on Beech Street Extension, and

**WHEREAS**, the cost of this service is \$63,900, and

**WHEREAS**, the Storm Water Management Capital Reserve Fund has a balance of \$101,363, as of February 29, 2016.

**NOW, THEREFORE BE IT RESOLVED** that the Newmarket Town Council does hereby authorize the withdrawal of \$63,900 for New Road drainage improvements and Beech Street Extension drain investigation.

First Reading: April 20, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri Littlefield, Town Clerk





TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the FINANCE DEPARTMENT

Date: March 30, 2016

To: Steve Fournier, Town Administrator

From: Matt Angell, Interim Finance Director

Re: New Road Drainage Improvements and Beech Street Extension drainage pipe investigation.

Steve,

I have placed a resolution before the Town Council seeking withdrawal of \$75,900 for the above mentioned project.

Project Summary:

New Road – The project limits on New Road will extend from NH Route 108 (Exeter Street) to Cove Lane, twenty five (2,500) feet more or less. Drainage improvements will included mitigation, to reduce flows to NH Route 108, “the Bowl,” reduce flooding and stormwater treatment where practical. A preliminary review of the upstream watershed reveals that this can be accomplished by installing a new outfall extending down Young Lane to the Lamprey River. Design phase engineering services include road reconstruction (to follow drainage improvements).

New Road Water System Improvements – The existing water main extending from NH Route 108 to Youngs Lane is old and brittle, is in disrepair and is in need of replacement. Four (4) breaks, within the last two years, are reported by the water department. Replacement of the water system is cost effective if completed simultaneously with drainage and road improvements. The costs associated with water system improvements will be charged to the Water Department’s operating budget.

Beech Street Extension – The condition and exact location of the drainage pipe extending from Beech Street Extension to NH Route 108 is unknown. Services performed on Beech Street Extension include field investigations to help identify existing pipe alignment and CCTV video inspection of the existing drainage pipe (approximately 1,400 feet). Dye testing will be performed where necessary and a video inspection report with structural conditions observed will be provided.

Project Budget:

The budget estimate for the work described above is as follows:

Task Description	Funded from Stormwater Capital Reserve Fund	Funded from Water Department Operations
Task 1 – Survey	\$ 11,000	\$ -
Task 2 – Field Investigations (CCTV and Borings)	12,500	-
Task 3 – Preliminary Design		
Task 3.1 – Drainage & Roadway Improvements	8,600	-
Task 3.2 – Water System Improvements	-	2,600
Task 4 – Permitting	11,700	-
Task 5 – Final Design		
Task 5.1 – Drainage & Roadway Improvements	20,100	-
Task 5.2 – Water System Improvements	-	9,400
	\$ 63,900	\$ 12,000

I will make myself available, should the Town Council want to discuss this project.

Thanks,  
Matt



3/1/2016	Town of Newmarket				
	Capital Reserve Overview				
		<b>Balance</b>	<b>FY 15/16</b>	<b>FY 15/16</b>	<b>Remaining</b>
	<b>Account #</b>	<b>7/1/2015</b>	<b>Additions</b>	<b>Resolutions</b>	<b>Balance</b>
Public Works	01-490-900-0012	439,855	130,919	(84056)	486,718
Fire	01-490-900-0016	277,633	50,526	0	328,159
Library	01-490-900-0017	129,647	217	0	129,864
Police Vehicles	01-490-900-0018	122,053	50,696	0	172,749
Dispatch/Police Equipment	01-490-900-0019	97,802	29,733	0	127,535
Building Improvements	01-490-900-0020	282,652	483	(9487)	273,649
Municipal Trans.Fund	01-213-000-3110	174,395	287	0	174,682
Town Clock	01-490-900-0022	8,791	15	0	8,806
Recreation Facilities	01-490-900-0021	168,264	278	(33337)	135,205
Community Recreation		84,366	141	0	84,507
Technology	01-490-900-0076	37,458	63	0	37,521
Dam Capital Reserve	01-490-900-0078	9	50,062	0	50,071
Cemeteries	01-490-900-0079	6,017	14	0	6,031
Veterans Memorial Trust	01-490-900-0080	18,937	32	0	18,969
Cable TV	01-490-900-0034	31,440	87	0	31,527
Sidewalk Development		0	0	0	0
Downtown TIF	09-500-825-0181	597,220	1,148	0	598,368
Revaluation	01-490-900-0011	3,256	10,018	0	13,274
Downtown Infrastructure		34	0	0	34
Health Trust		1,117	2	0	1,119
Storm Wtr Mgt	01-490-900-0085	51,215	50,148	0	101,363
300th Anniv.Celebration	01-490-900-0086	2,004	2,006	0	4,010
Compensated Absence	01-490-900-0087	0	10,012	0	10,012
Master Plan	01-490-900-0028	0	10,012	0	10,012
Roadway Improvement	01-490-900-0023	0	125,156	0	125,156
Total General Fund		2,534,165	522,054	(126,880)	2,929,340
Water Capital Reserve		452,994	365,732	0	818,726
Water Surplus		2	0	0	2
Sewer Capital Reserve		827,152	165,807	0	992,958
Total Capital Reserve		3,814,313	1,053,593	(126,880)	4,741,026

APR 27 2016



APR 27 2016

**APPLICATION FOR APPOINTMENT TO A BOARD,  
COMMISSION, OR COMMITTEE POSITION WITHIN THE  
TOWN OF NEWMARKET**

Applicant's Name: Donald R. April

Address: 36erry Ave / PO Box 208<sup>mailing</sup> Phone/Cell 603-397-2511

RSA 669:19 Newmarket Registered Voter: Yes No # of Years as Resident: 1992-2009  
RSA 91:2 Are you an American Citizen? Yes No 2012 to present

Email address: deduck368@gmail.com

Full membership (3 year term) position applying for Veterans Committee

State what the new term expiration date is: whatever available (March 2019)

Alternate position (3 year term) position applying for \_\_\_\_\_

State what the new term expiration date is: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: Have held  
several position with the American Legion / sons of 117 Newmarket  
having served several years as Adjutant, 2 yrs as Commander,  
community service chairman for Detachment (State) of N.H  
and District 3 SAL Commander for 1 yr.  
(need more room, please use the back)

Donald R. April 4-21-16  
Signature Date

*You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.*



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/2016-44**

**Resolution Relating to the Main Street**

**Pedestrian Crossing Improvement Project**

**WHEREAS;** the Town of Newmarket requested proposals for the construction of the Main Street Pedestrian Crossing Improvements Project, and

**WHEREAS,** two bidders provided proposals as follows:

<u>Bidder</u>	<u>Base Bid</u>
GW Brooks and Son	\$377,557
Target Construction	\$356,000

**WHEREAS;** Target Construction is the low cost bidder and has successfully met the proposal requirements as reviewed by the Town's engineer, Dubois & King, and

**WHEREAS,** the project is funded 80% federal grant, 10% Town match, and 10% Newmarket Mills match.

**NOW THEREFORE BE IT RESOLVED,** that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with Target Construction for the Base Bid not to exceed \$356,000.

First Reading: May 4, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri Littlefield, Town Clerk



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/2016-45**

**Resolution Relating to Engineering Services for the Main Street  
Pedestrian Crossing Improvement Project**

**WHEREAS;** the Town of Newmarket selected Dubois & King, Inc. as its engineering consultant for the Pedestrian Crossing Improvements Project, which included survey, geotechnical, civil engineering, design, bidding, and construction engineering services, and

**WHEREAS;** Dubois & King, Inc. was selected through a qualification-based process that was initially approved per Town Council resolution 2011/2012-28, and

**WHEREAS,** the construction engineering phase services is \$99,418, which will be funded 80% federal grant, 10% Town match, and 10% Newmarket Mills, LLC match.

**NOW THEREFORE BE IT RESOLVED,** that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with Dubois & King, Inc. not to exceed \$99,418.

First Reading: May 4, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri Littlefield, Town Clerk




TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

---

INTEROFFICE MEMORANDUM

---

**TO:** TOWN COUNCIL  
**FROM:** STEVE FOURNIER, TOWN ADMINISTRATOR   
**SUBJECT:** DOWNTOWN PEDESTRIAN CROSSING IMPROVEMENTS PROJECT BIDS  
**DATE:** 4/27/2016  
**CC:** TOWN PLANNER; FINANCE DIRECTOR; S. BOUCIER, DUBOIS AND KING

---

As you are aware, we have received two construction bids for the downtown pedestrian crossing improvement project. They were from GW Brooks and Son and Target Construction. -In order to provide flexibility in awarding the bid in the event that the bids were higher than anticipated, we asked the bidders to break their costs out into four parts as follows:

- The Base Bid
- Alternative 1 – LED Lighting for the Downtown
- Alternative 2 – Cantilever Deck
- Alternative 3 – Landscaping (Trees)

The following is the breakdown of those bids:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. 1 – Lights</u>	<u>Alt. 2 – Deck</u>	<u>Alt. 3- Trees</u>	<u>Total</u>
GW Brooks and Son	\$377,557	\$155,190	\$17,878	\$4,440	\$555,065
Target Construction	\$356,000	\$157,700	\$18,000	\$4,140	\$535,840

As such, we are recommending that we proceed with the lowest base bid (construction of the pedestrian improvements) at this time. We are recommending awarding this bid to Target Construction of Salem, NH in the amount of \$356,000. We are investigating

alternatives for installing new lights and trees, and will bring proposals to the Town Council in the near future. In addition, we need to award the contract for engineering for the construction phase of this project. Dubois & King will continue to do this for an amount not to exceed \$99,418. The following is a breakdown of funding sources:

	<u>Approved</u>	<u>NHDOT</u>	<u>Town</u>	<u>Newmarket Mills</u>
	<u>Funding</u>	<u>Contribution</u>	<u>Contribution</u>	<u>Contribution</u>
		<u>80%</u>	<u>10%</u>	<u>10%</u>
Engineering - Design <sup>1</sup>	\$ 125,956	\$ 100,765	\$ 12,596	\$ 12,596
Engineering - Construction	\$ 99,418	\$ 79,534	\$ 9,942	\$ 9,942
Right of Way Acquisition	\$ 3,000	\$ 2,400	\$ 300	\$ 300
Construction Cost	\$ 356,000	\$ 284,800	\$ 35,600	\$ 35,600
<b>Total Project Costs</b>	<b>\$ 584,374</b>	<b>\$ 467,499</b>	<b>\$ 58,437</b>	<b>\$ 58,437</b>

Currently, the Town has \$55,000 encumbered for our share. We will make up the difference of \$3,437 from the General Fund.

I am having two resolutions introduced before the Town Council on May 4<sup>th</sup> to authorize me to enter into agreements with Target not to exceed \$356,000 and Dubois & King not to exceed \$99,418.

As you are also aware, NH DOT has just recently expressed concern over the timeline for authorization. I have received a 30 day extension on the bids from Target. However, in order to expedite the process, I am providing you with the background information ahead of time and will ask the Town Council to respectfully suspend the rules to act on it on May 4<sup>th</sup>.

---

<sup>1</sup> This amount has already been expended





OFFICE OF THE  
PLANNING BOARD

INCORPORATED  
DECEMBER 15, 1727  
CHARTER JANUARY 1, 1991

March 24, 2016

Robert Hudson  
Bureau of Planning and Community Assistance  
NH Department of Transportation  
7 Hazen Drive (PO Box 483)  
Concord, NH 03302

Re: Main Street Pedestrian Crossing Improvements  
FHWA Project No. X-A0011 (108)/NH DOT Project No. 16048

Dear Mr. Hudson,

The Town of Newmarket advertised for Bids on February 7, 2016 for the above-referenced project. Bids were due on Friday, March 4, 2016 at 2:00 p.m. Bids were received and publicly opened and read. The Town received two (2) bids per the Bid Tabulation.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. 1</u>	<u>Add Alt. 2</u>	<u>Add Alt. 3</u>	<u>Total</u>
GW Brooks and Son	\$377,557	\$155,190	\$ 17,878	\$ 4,440	\$ 555,065
Target Construction	\$356,000	\$157,700	\$ 18,000	\$ 4,140	\$ 535,840

The Town's engineering consultant, Dubois-King Inc., performed a complete analysis of the Bids and Alternatives received. During this review, they did not discover any errors in the bids submitted and it was found that Target Construction was the apparent low bidder. The Contractor's bid was higher than the Engineer's Estimate of Probable Construction Cost of \$ 321,887.50.

To assist with the bid analysis, we received a guidance package from you and have including the following information and documents outlining the LPA bid process, as requested:

From Dubois and King, Inc.  
Engineer's Bid Comparison Letter of March 17, 2016  
Final Bid Comparison Spreadsheet  
Bid Form Bid

From the Town of Newmarket	
<u>Manchester Union Leader</u> - Advertisement for Bids Legal Notice	2-07-2016
<u>Foster's Daily Democrat</u> - Advertisement for Bids Legal Notice	2-09-2016
<u>Portsmouth Herald</u> - Advertisement for Bids Legal Notice	2-09-2016

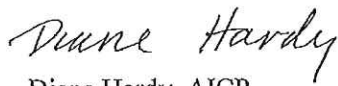
TOWN HALL  
186 MAIN STREET, NEWMARKET, NEW HAMPSHIRE 03857  
TELEPHONE (603) 659-3617

Page Two of Two  
Letter to Robert Hudson, Project Manager  
NH Department of Transportation  
March 24, 2016

The Town feels that the Base Bid amount is reasonable and has the available matching funding to support this project for a construction contract cost of \$356,000 (Three hundred, fifty six thousand dollars). The Town is requesting permission to award the contract for the Base Bid only to Target Construction Company and to move forward with the preparation and execution of contracts documents. It is our intent that this project will commence June 1 and will be completed during the 2016 Construction season.

If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Diane Hardy".

Diane Hardy, AICP  
Town Planner

cc. Steve Fournier, Town Administrator  
Scott Bourcier, Dubois and King, Inc.  
Geoff Spitzer, Newmarket Mills LLC



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

March 17, 2016

Diane Hardy, Town Planner  
Town of Newmarket  
186 Main Street  
Newmarket, New Hampshire 03857

Subject: Main Street Pedestrian Crossing Improvements  
FHWA Project No. X-A001(108) / NHDOT Project No. 16048  
Newmarket, NH  
Bid Results

Dear Diane:

On behalf of the Town of Newmarket, DuBois & King publicly opened and read aloud submitted bids for the Main Street Pedestrian Crossing Improvements project on March 4, 2016. A total of two (2) bids were received. Below is a breakdown list results of the bid opening; in descending bid order. Please note, all Bidders acknowledged receiving all addendums, submitted the required bid bond or certified check with their bids and were listed on the New Hampshire Department of Transportation's Qualified Contractor's List for "Road".

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. 1</u>	<u>Add Alt. 2</u>	<u>Add Alt. 3</u>	<u>Total</u>
GW Brooks and Son	\$377,557	\$155,190	\$17,878	\$4,440	\$555,065
Target Construction	\$356,000	\$157,700	\$18,000	\$4,140	\$535,840

The Engineer's Estimate of Probable Construction Cost (EOPCC) for the total project was \$321,887.50.

DuBois & King performed a bid tabulation analysis. We did not discover any errors in the bids submitted. However, we did discover a large discrepancy between the Engineer's Estimate for the Add Alternate No.1 – Lighting and the Bidder's costs. Based on our discussion with the Bidder's electrical sub-contractor, it appears transferring the existing street light fixtures to LED requires a conversion kit that includes a 60watt LED bulb, LED Driver Assembly, LED Lighting Engine, and Lenses Assembly; components that were not clearly understood during the design phase of the project. In addition, the custom pedestrian light arms to match the existing street arms were under estimated in cost. Attached is a copy of our Bid Tabulation that compares the Engineer's Estimate with the Bidder's cost.

Based on our analysis, DuBois & King recommends executing a Notice of Award to Target Construction, LLC for the construction of the Base Bid only. It is our understanding that the subsequent add alternatives exceeds current funding availability. In the meantime, DuBois & King will return all Bid Bonds and Certified Checks within 60-days of the Bid Opening.

Very truly yours,  
DuBOIS & KING, Inc.

Scott M. Bourcier, P.E.  
Project Manager

SMB/js

I:\621764L - Newmarket NH - Rt108 Ped Crossing\Admin\Bidding\LETTER\_Bid Results-Owner (16) 03-17.doc

18 Constitution Drive Suite 8 • Bedford, New Hampshire 03110 (603) 637-1043 (866) 783-7101 (FAX) <http://www.dubois-king.com>

Williston, Vermont

Randolph, Vermont



BASE BID		Engineer's Estimate				Target Construction		GWBrooks		Bid Averages		Engineer's Estimate / Low Bid Comparison			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATE QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	Average	UNIT PRICE	TOTAL COST	Percent	REASONS
202.6	Curb Removal	LF	280	\$4.50	\$1,260.00	\$12.00	\$3,360.00	\$6.00	\$1,680.00	\$9.00	\$2,520.00	\$7.50	\$2,100.00	167%	Low quantity and timely effort
203.3	Unclassified Excavation	CY	130	\$25.00	\$3,250.00	\$30.00	\$3,900.00	\$24.00	\$3,120.00	\$27.00	\$3,510.00	\$5.80	\$650.00	20%	
304.1	Sand	CY	10	\$155.00	\$1,550.00	\$50.00	\$500.00	\$44.00	\$440.00	\$47.00	\$470.00	\$105.00	\$1,050.00	-68%	
304.2	Bankcut Gravel	CY	42	\$30.00	\$1,260.00	\$40.00	\$1,680.00	\$45.00	\$1,890.00	\$43.00	\$1,806.00	\$10.00	\$420.00	33%	
304.3	Crushed Gravel	CY	97	\$35.00	\$3,395.00	\$40.00	\$3,880.00	\$48.00	\$4,656.00	\$44.00	\$4,288.00	\$5.00	\$485.00	14%	
403.11	Hot Bituminous Pavement, Machine Method	TON	40	\$200.00	\$8,000.00	\$140.00	\$5,600.00	\$280.00	\$11,200.00	\$210.00	\$8,400.00	\$90.00	\$3,600.00	-30%	
520.01	Concrete, Class AA	CY	25	\$200.00	\$5,000.00	\$300.00	\$7,500.00	\$392.00	\$9,800.00	\$345.00	\$8,650.00	\$100.00	\$2,500.00	50%	
603.00212	12" Reinforced Concrete Pipe, 2000	LF	115	\$60.00	\$6,900.00	\$140.00	\$16,100.00	\$94.00	\$10,810.00	\$117.00	\$13,455.00	\$90.00	\$6,900.00	-75%	
604.124	Catch Basin, Type B, 4'Diameter (incl. Shroud)	EA	5	\$2,600.00	\$13,000.00	\$3,000.00	\$15,000.00	\$4,289.00	\$21,445.00	\$3,949.50	\$19,747.50	\$1,100.00	\$5,500.00	44%	Low quantity and timely effort
604.4	Reconstructing/Adjusting Catch Basins and Drop Inlets	LF	3	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$399.00	\$1,197.00	\$694.50	\$2,083.50	\$500.00	\$1,500.00	100%	Low quantity and timely effort
604.62	Drainage Manhole Cover and Frame	EA	2	\$340.00	\$680.00	\$700.00	\$1,400.00	\$587.00	\$1,174.00	\$643.50	\$1,287.00	\$360.00	\$720.00	106%	Low quantity and timely effort
608.441	Concrete Sidewalks (fiber reinforced, 4' min depth)	SY	193	\$55.00	\$10,615.00	\$60.00	\$11,580.00	\$73.00	\$14,089.00	\$65.50	\$12,634.50	\$5.00	\$95.00	9%	
609.6	Modular Pavers	SY	232	\$300.00	\$69,600.00	\$320.00	\$74,240.00	\$222.00	\$51,504.00	\$271.00	\$62,872.00	\$20.00	\$4,640.00	77%	Timely effort and traffic impact
609.54	Detachable Warning Device, Cast Iron	SY	30	\$200.00	\$6,000.00	\$365.00	\$10,950.00	\$59.00	\$1,770.00	\$67.50	\$14,925.00	\$48.00	\$3,960.00	83%	
609.01	Straight Granite Curb	LF	815	\$30.00	\$24,450.00	\$76.00	\$61,940.00	\$57.00	\$46,455.00	\$66.50	\$54,197.50	\$165.00	\$37,490.00	153%	Low quantity and timely effort
609.02	Curved Granite Curb	LF	165	\$45.00	\$7,425.00	\$80.00	\$13,200.00	\$89.00	\$11,385.00	\$73.50	\$12,225.00	\$35.00	\$5,775.00	78%	
609.5	Reset Granite Curb	LF	120	\$24.00	\$2,880.00	\$30.00	\$3,600.00	\$48.00	\$5,760.00	\$39.00	\$4,680.00	\$5.00	\$50.00	20%	
615.03	Traffic Sign-Type C	SY	29.5	\$59.00	\$1,740.50	\$20.00	\$590.00	\$99.00	\$2,930.50	\$89.50	\$2,639.50	\$30.60	\$885.00	60%	
75.023	Removal Traffic Sign, Type B	EA	2	\$82.50	\$165.00	\$70.00	\$140.00	\$48.00	\$96.00	\$99.00	\$198.00	\$12.50	\$25.00	-15%	
85.032	Traffic Sign, Type C, Breakaway Mounts	SY	99	\$75.00	\$7,425.00	\$30.00	\$2,970.00	\$205.00	\$20,295.00	\$117.50	\$11,632.50	\$49.00	\$4,851.00	60%	
8.201	Flashing Beacons	EA	7	\$5,000.00	\$35,000.00	\$8,000.00	\$56,000.00	\$7,824.00	\$54,768.00	\$7,912.00	\$55,384.00	\$3,000.00	\$21,000.00	60%	
8.7	Flaggers	HR	960	\$24.00	\$23,040.00	\$21.00	\$20,160.00	\$28.00	\$26,880.00	\$24.50	\$23,520.00	\$4.00	\$3,840.00	-16%	
83.1	Maintenance of Traffic	U	1	\$10,000.00	\$10,000.00	\$9,820.00	\$9,820.00	\$11,240.00	\$11,240.00	\$10,530.00	\$10,530.00	\$180.00	\$180.00	-2%	
83.104	Retrospective Thermo-Pavement Marking, 4" Line	LF	235	\$1.50	\$352.50	\$2.00	\$470.00	\$1.40	\$329.00	\$1.70	\$399.50	\$0.50	\$117.50	35%	
83.112	Retrospective Thermo-Pavement Marking, 12" Line	LF	405	\$4.50	\$1,822.50	\$6.00	\$2,430.00	\$5.00	\$2,025.00	\$5.50	\$2,227.50	\$1.50	\$607.50	33%	
83.12	Pavement Marking, Symbol	SY	170	\$5.25	\$892.50	\$6.00	\$1,020.00	\$23.50	\$3,995.00	\$14.75	\$2,507.50	\$0.75	\$127.50	14%	
845.7	Ordinate Pavement Marking Line, 12" Wide and under	LF	340	\$4.50	\$1,530.00	\$5.00	\$1,700.00	\$2.75	\$935.00	\$3.88	\$1,317.50	\$4.50	\$1,530.00	900%	Low quantity, timely effort and traffic impact
845.71	Stormwater Pollution Prevention Plan (SWPPP)	U	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$500.00	\$500.00	33%	
648	Sod (incl. loam)	SY	65	\$70.00	\$4,550.00	\$18.00	\$1,170.00	\$16.00	\$1,040.00	\$17.00	\$1,105.00	\$32.00	\$2,080.00	-74%	
692	Mobilization	EA	1	\$38,000.00	\$38,000.00	\$17,000.00	\$17,000.00	\$30,441.95	\$30,441.95	\$23,726.75	\$23,726.75	\$21,900.00	\$11,900.00	-55%	
699	Miscellaneous Temporary Erosion Control	EA	1	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$5,405.00	\$5,405.00	\$2,752.50	\$2,752.50	\$1,900.00	\$1,900.00	-95%	
Base Bid Total Cost:														\$59,952.50	
ALTERNATIVE No.1 - LIGHTING															
885.2	Pedestrian LED Light Fixtures	EA	25	\$200.00	\$5,000.00	\$3,900.00	\$37,900.00	\$3,686.00	\$91,650.00	\$3,783.00	\$94,575.00	\$5,700.00	\$92,500.00	1850%	Misunderstanding of components and associated costs
885.3	Street Light Fixtures (LED Conversion)	EA	34	\$150.00	\$5,100.00	\$1,000.00	\$7,000.00	\$1,485.00	\$50,490.00	\$1,442.50	\$49,045.00	\$1,250.00	\$42,500.00	833%	Misunderstanding of components and associated costs
885.4	Pedestrian Light Fixtures (LED Conversion)	EA	9	\$150.00	\$1,350.00	\$1,400.00	\$12,600.00	\$1,450.00	\$13,050.00	\$1,425.00	\$12,825.00	\$1,250.00	\$11,250.00	833%	Misunderstanding of components and associated costs
Alternative No.1 Total Cost:														\$156,445.00	
ALTERNATIVE No.2 - CATTLEVER DECK															
520.8	Cattlever Deck (incl. ornamental fence)	U	1	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$17,878.00	\$17,878.00	\$17,839.00	\$17,839.00	\$5,000.00	\$5,000.00	50%	
Alternative No.2 Total Cost:														\$5,000.00	
ALTERNATIVE No.3 - LANDSCAPING															
652.96	Ulmus Americana 'Princeton'	EA	6	\$400.00	\$2,400.00	\$630.00	\$3,780.00	\$740.00	\$4,440.00	\$715.00	\$4,290.00	\$290.00	\$1,740.00	73%	
Alternative No.3 Total Cost:														\$1,740.00	
Project Total Cost:														\$213,952.50	
Acknowledged Additions															
Do written unit bids match the numerical written bid															
Are the totals numerically correct															
Submitted Bid Bond or Certified Check															
Prequalified by NHDOT for Road															



**BID FORM**  
STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
FEDERAL AID PROJECT  
FHWA Project No. X-A001(108) / NHDOT Project No. 16048

**MAIN STREET PEDESTRIAN CROSSING IMPROVEMENTS**  
TOWN OF NEWMARKET, NH  
COUNTY OF ROCKINGHAM

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***Town of Newmarket, 186 Main Street, Newmarket, NH 03857 (Attn: Diane Hardy)***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>2/22/16</u>
<u>#2</u>	<u>2/23/16</u>
<u>#3</u>	<u>2/26/16</u>
<u>(14)</u>	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Brief Description - Unit or Lump Sum	Estimated	Total Bid Price
No.	Price (in both words and numerals)	Quantity	(in numerals)

202.6 Curb Removal, per linear foot;

Twelve \_\_\_\_\_ Dollars and 280  
L.F.  
NO \_\_\_\_\_ Cents (\$ 12.- ) \$ 3360.-

203.3 Unclassified Excavation, per cubic yard;

Thirty \_\_\_\_\_ Dollars and 130  
C.Y.  
NO \_\_\_\_\_ Cents (\$ 30.- ) \$ 3900.-

304.1 Sand, per cubic yard;

Fifty \_\_\_\_\_ Dollars and 10  
C.Y.  
NO \_\_\_\_\_ Cents (\$ 50.- ) \$ 500.-

304.2. Bankrun Gravel, per cubic yard;

Forty \_\_\_\_\_ Dollars and 42  
C.Y.  
NO \_\_\_\_\_ Cents (\$ 40.- ) \$ 1680.-

304.3 Crushed Gravel, per cubic yard;

Forty \_\_\_\_\_ Dollars and 97  
C.Y.  
NO \_\_\_\_\_ Cents (\$ 40.- ) \$ 3,880.-

403.11 Hot Bituminous Pavement Machine Method, per ton;

Over Hundred Forty \_\_\_\_\_ Dollars and 40  
TON  
NO \_\_\_\_\_ Cents (\$ 140.- ) \$ 5,600.-

520.01. Concrete, Class AA, per cubic yard;

Three Hundred \_\_\_\_\_ Dollars and 25  
C.Y.  
NO \_\_\_\_\_ Cents (\$ 300.- ) \$ 7,500.-

603.00212 12" Reinforced Concrete Pipe, 2000D, per linear foot;

One Hundred Forty \_\_\_\_\_ Dollars and 115  
L.F.  
NO \_\_\_\_\_ Cents (\$ 140.- ) \$ 16,100.-

604.124 Catch Basin, Type B, 4' Diameter (incl. Snout®), per each;

Thirty Six Hundred \_\_\_\_\_ Dollars and 5  
EA  
NO \_\_\_\_\_ Cents (\$ 3600.- ) \$ 18,000.-



604.4 Reconstructing/Adjusting Catch Basins & Drop Inlets, per linear foot;

One thousand Dollars and 3  
LF  
NO Cents (\$ 1000.- ) \$ 3000.-

604.62 Drainage Manhole Cover and Frame, per each;

Seven Hundred Dollars and 2  
EA  
NO Cents (\$ 700.- ) \$ 1400.-

608.441 Concrete Sidewalks (fiber reinforced, 4-inch depth), per square yard;

Sixty Dollars and 193  
S.Y.  
NO Cents (\$ 60.- ) \$ 11,580.-

608.6 Modular Pavers, per square yard;

Three Hundred Twenty Dollars and 232  
S.Y.  
NO Cents (\$ 320.- ) \$ 74,240.-

608.54 Detectable Warning Device, Cast Iron per square yard;

Three Hundred Sixty Five Dollars and 30  
S.Y.  
NO Cents (\$ 365.- ) \$ 10,950.-

609.01 Straight Granite Curb, per linear foot;

Seventy Six Dollars and 815  
L.F.  
NO Cents (\$ 76.- ) \$ 61,940.-

609.02 Curved Granite Curb, per linear foot;

Eighty \_\_\_\_\_ Dollars and 165  
L.F.  
NO \_\_\_\_\_ Cents (\$ 80.- ) \$ 13,200

609.5 Reset Granite Curb, per linear foot;

Thirty \_\_\_\_\_ Dollars and 120  
L.F.  
NO \_\_\_\_\_ Cents (\$ 30.- ) \$ 3,600.-

615.03 Traffic Sign, Type C, per square foot;

Twenty \_\_\_\_\_ Dollars and 29.5  
S.F.  
NO \_\_\_\_\_ Cents (\$ 20.- ) \$ 590.-

615.023 Removal Traffic Sign, Type B, per each;

Seventy \_\_\_\_\_ Dollars and 2  
EA  
NO \_\_\_\_\_ Cents (\$ 70.- ) \$ 140.-

615.032 Traffic Sign, Type C, Breakaway Mounts, per square feet;

Thirty \_\_\_\_\_ Dollars and 99  
S.F.  
NO \_\_\_\_\_ Cents (\$ 30.- ) \$ 2,970.-

616.201 Flashing Beacons, per each;

Eight Thousand \_\_\_\_\_ Dollars and 7  
EA  
NO \_\_\_\_\_ Cents (\$ 8,000.- ) \$ 56,000.-

618.7 Flaggers per hour;

Twenty One Dollars and 960  
HR  
NO Cents (\$ 21.-) \$ 20,160.-

619.1 Maintenance of Traffic, per unit;

Nine Thousand Eight Hundred Twenty Dollars and 1  
U  
NO Cents (\$ 9820.-) \$ 9,820.-

632.3104 Retroreflective Thermo-Pavement Marking, 4" line per linear foot;

Two Dollars and 235  
L.F.  
NO Cents (\$ 2.-) \$ 470.-

632.3112 Retroreflective Thermo-Pavement Marking, 12" line per linear foot;

Five Dollars and 405  
L.F.  
NO Cents (\$ 6.-) \$ 2,430.-

632.32 Pavement Marking, Symbol, per square foot;

Five Dollars and 170  
S.F.  
NO Cents (\$ 6.-) \$ 1020

632.911 Obliterate Pavement Marking Line, 12" wide and under per linear foot;

FIVE Dollars and 340  
L.F.  
NO Cents (\$ 5.-) \$ 1700.-



645.7 Stormwater Pollution Prevention Plan (SWPPP), per unit;

Two Thousand Dollars and 1  
U  
00 Cents (\$ 2,000.- ) \$ 2,000.-

648 Sod (incl. loam), per square yard;

Eighteen Dollars and 65  
S.Y.  
00 Cents (\$ 18.- ) \$ 1,170.-

692 Mobilization, per each;

Seventeen Thousand Dollars and 1  
EA  
00 Cents (\$ 17,000.- ) \$ 17,000.-

699. Miscellaneous Temporary Erosion Control, per each;

One Hundred Dollars and 1  
EA  
00 Cents (\$ 100.- ) \$ 100.-

\* Unit Bid Items and Authorized Addition or Reduction payment items shall be applied to additions or reductions in the scope of work. Indeterminate Quantity assumed for comparison for bids.

Total of All Unit Price Bid Items (BASE BID) (\$ 356,000.- )

**ADD ALTERNATE NO. 3 - VEGETATION**

652.96 Ulmus Americana 'Princeton, per each;

Eight hundred Ninety Dollars and 6  
EA  
00 Cents (\$ 690.- ) \$ 4,140.-

**Total of All Unit Price ALTERNATE 3**

**(ALT. 3)**

**( \$ 4,140.- )**

**Notes:**

1. Bidder acknowledges that (a) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
2. Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.
3. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words shall govern.
4. BIDDERS must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and in figures.
5. BIDDERS must insert extended item prices obtained from quantities and unit prices.
6. BIDS shall include all applicable taxes and fees.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Target Construction, LLC

By:

[Signature]

Lisa Green

[Printed name]

LISA Green

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Lisa Green

[Printed name]

LISA Green

Title:

Clerk/treasurer

Submittal Date:

3/4/2016

Address for giving notices:

Target Construction, LLC

14 Pinewood Road

Salem, NH 03079

Telephone Number:

603-893-2229

Fax Number:

603-890-9171

Contact Name and e-mail address:

Lisa Green

targetwbe@aol.com

Bidder's License No.:

N/A

(where applicable)





Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we  
14 Pinewood Rd.

Target Construction LLC

Salem, NH 03079-6806, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto Town of Newmarket, Planning and Zoning Office  
186 Main Street Newmarket, NH 03857, as obligee (the "Obligee"), in  
the penal sum of Five Percent of Amount of Bid

Dollars ( ---5%--- ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Construction of Main Street Pedestrian Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between  
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain  
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must  
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,  
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one  
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

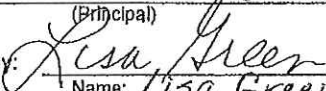
DATED as of this 4th day of March, 2016

WITNESS / ATTEST



Target Construction LLC

(Principal)

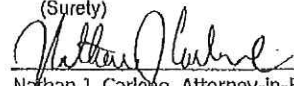
By:  (Seal)

Name: Lisa Green

Title: Treasurer/Clerk

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:  (Seal)

Nathan J. Carlone, Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7001129

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph F. McDonald; Nathan J. Carbone

all of the city of E. Weymouth, state of MA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# **NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION PREQUALIFIED CONTRACTORS**

CONTRACTOR	WD BE	STREET	STREET2	CITY	ST	ZIP	TELEPHONE	FAX
SPEARS BROS. BLDG. SALV. & WRECK.		PO BOX 818		LACONIA	NH	03247-0818	603-528-1035	603-528-1035
SPS NEW ENGLAND, INC.		98 ELM STREET		CLASSIFICATIONS SALISBURY	MA	01952	978-462-6543	978-462-0345
SRS PETROLEUM SERVICES		UNIT #2	700 W CENTER STREET	CLASSIFICATIONS WEST BRIDGEWATER	MA	02379	MARINE SITE 508-232-7760	508-232-7780
STALLION BUILDERS LLC		99 NORTHEASTERN BLVD		CLASSIFICATIONS NASHUA	NH	03062-1945	877-425-3468	888-813-4209
STAN GRATON 3G CONSTRUCTION		71 HOWE ROAD	PO BOX 183	CLASSIFICATIONS HOLDERNESS	NH	03245	603-968-9587	603-968-7400
STEPHENS-MARQUIS ASSOCIATES		717 DANIEL WEBSTER HWY		CLASSIFICATIONS MERRIMACK	NH	03054	BRIDGE-SMA COV BRIDGE BLDG DEMO WOOD REST 603-424-2555	603-424-3898
UMCO ECO-CONTRACTING INC		SUITE 209	16 FRONT STREET	CLASSIFICATIONS SALEM	MA	01970	BUILDING BLDG DEMO SITE 978-744-1515	TANK INSTL TANK REMOV 978-572-5022
UR CONSTRUCTION, INC.		233 CHESTNUT HILL ROAD	PO BOX 720	CLASSIFICATIONS ROCHESTER	NH	03866-0720	CULVERT SITE 603-332-4554	603-332-5189
SURFACE PREPARATION TECH LLC		81 TEXACO ROAD		CLASSIFICATIONS MECHANICSBURG	PA	17050-2664	ROAD WATER SEWER 717-697-1450	717-697-0813
SWETT, E. D. INC.		8 INDUSTRIAL PARK DR		CLASSIFICATIONS CONCORD	NH	03301-8512	RUMBLE STR 603-224-7401	603-224-5006
TANTARA CORPORATION INC		54 MASON STREET		CLASSIFICATIONS WORCESTER	MA	01610	BRIDGE ROAD 508-752-5599	508-752-1005
TARGET CONSTRUCTION LLC		14 PINE WOOD ROAD		CLASSIFICATIONS SALEM	NH	03079	BLDG DEMO ASBES REMV SITE REMED ROOFING 603-893-2229	603-890-9171
TATRO, G.W. CONSTRUCTION, INC.		16-17 G W TATRO DR #1	PO BOX 339	CLASSIFICATIONS JEFFERSONVILLE	VT	05464	ROAD-SMALL SITE 802-644-8875	802-644-5020
TCD CONSTRUCTION INC		91 HANCOCK RR, STE 3		CLASSIFICATIONS PETERBOROUGH	NH	03458	ROAD-SMALL SITE SKI AREAS 603-924-3003	603-924-9821
THE PIKE COMPANY INC		1 CIRCLE STREET		CLASSIFICATIONS ROCHESTER	NY	14607	BUILDING 585-271-5256	585-271-3101
				CLASSIFICATIONS			BUILDING	



**STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION FEDERAL AID PROJECT FHWA Project No. X-A001(108) / NHDOT Project No. 16048 MAIN STREET PEDESTRIAN CROSSING IMPROVEMENTS TOWN OF NEWMARKET, NH COUNTY OF ROCKINGHAM ADVERTISEMENT FOR BIDS Sealed bids for the Construction of the Main Street Pedestrian Improvements will be received by the Town of Newmarket, at the Planning and Zoning Office, 186 Main Street, Newmarket, NH 03857, until 2:00 PM local time on, Friday, March 4, 2016, at which time the Bids received will be publicly opened and read. The project consists of reconstructing five (5) existing and constructing one (1) new textured pedestrian crosswalks along Main Street (aka NH Route 108) between Elm Street and Exeter Road in Newmarket, NH. Work shall include, but not limited to as defined in the construction plans, installation of pedestrian activated Rectangular Rapid Flash Beacons (RRFB), ADA sidewalk improvements, signage, pavement markings, pedestrian-level lighting improvements, drainage, vegetation and cantilever deck. Pedestrian access shall be maintained at all times. Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form. The Engineer's opinion of probable construction cost for Bases Bid and Alternates is between \$300,000.00 and \$325,000.00. The anticipated project schedule is to start construction on or about April 4, 2016 and complete construction by June 24, 2016. The Issuing Office for the Bidding Documents is: DuBois & King, Inc., 18 Constitution Drive, Suite 8, Bedford, NH 03110, Contact: J. Sebek @ 603-637-1043, jsebek@dubois-king.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents may also be examined at the office of the following during normal business hours: 1. The Owner: Town of Newmarket 186 Main Street Newmarket, NH 03857 2. The Consulting Engineer: DuBois & King, Inc. 18 Constitution, Drive, Suite 8 Bedford, NH 03110 Telephone No. 603-637-1043 3. Construction Summary of New Hampshire 734 Chestnut Street Manchester NH 03104 4. Associated General Contractors of NH 48 Grandview Road Bow NH 03304 Copies of Bidding Documents may be obtained at the office of the Engineer, DuBois & King, Inc. (Bedford, NH office) on or after Monday February 8, 2016. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a nonrefundable charge of \$35.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for Bidding Documents. The non-refundable cost of printing Bidding Documents is \$75.00 per set including shipping via overnight express service. Make checks payable to "DuBois & King, Inc." The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Only Bid Documents obtained from the Issuing Office shall be used for submitting a Bid. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Prequalification: All Bidders (Prime Contractor or Contractor/Subcontractors Teams) must be listed by the New Hampshire Department of Transportation as prequalified for Road Construction. See Instructions to Bidders. Bid Security shall be furnished in accordance with the Instructions to Bidders. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Owner: Ms. Diane Hardy, LPA Sponsor Town of Newmarket 186 Main Street Newmarket, NH 03857

Appeared in: **The Union Leader** on Sunday, 02/07/2016

[Back](#)



shall be submitted in writing to RFP@puc.nh.gov by 4:30 on February 16, 2016.

Proposals should be submitted to Martin P. Honigberg, Chairman  
New Hampshire Public  
Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429  
RFP@puc.nh.gov

(UL - Feb. 7, 8, 9)

## Legal Notice

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
**FEDERAL AID PROJECT**  
**FIHWA Project No. X-A001(108) /**  
**NHDOT Project No. 16048**  
**MAIN STREET PEDESTRIAN**  
**CROSSING IMPROVEMENTS**  
**TOWN OF NEWMARKET, NH**  
**COUNTY OF ROCKINGHAM**  
**ADVERTISEMENT FOR BIDS**

Sealed bids for the Construction of the Main Street Pedestrian Improvements will be received by the Town of Newmarket, at the Planning and Zoning Office, 186 Main Street, Newmarket, NH 03857, until **2:00 PM** local time on **Friday, March 4, 2016**, at which time the Bids received will be publicly opened and read.

The project consists of reconstructing five (5) existing and constructing one (1) new textured pedestrian crosswalks along Main Street (aka NH Route 108) between Elm Street and Exeter Road in Newmarket, NH. Work shall include, but not limited to as defined in the construction plans, installation of pedestrian activated Rectangular Rapid Flash Beacons (RRFB), ADA sidewalk improvements, signage, pavement markings, pedestrian-level lighting improvements, drainage, vegetation and cantilever deck. Pedestrian access shall be maintained at all times.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form.

The Engineer's opinion of probable construction cost for Bases Bid and Alternates is between \$300,000.00 and \$325,000.00.

The anticipated project schedule is to start construction on or about April 4, 2016, and complete construction by June 24, 2016.

The Issuing Office for the Bidding Documents is: DuBois & King, Inc., 18 Constitution Drive, Suite 8, Bedford, NH 03110, Contact: J. Sebek @ 603-637-1049, jsebek@dubois-king.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 4:30 pm, and may obtain copies of the Bidding

Documents from the Issuing Office as described below.

Bidding Documents may also be examined at the office of the following during normal business hours:

1. The Owner:  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857
2. The Consulting Engineer:  
DuBois & King, Inc.  
18 Constitution Drive, Suite 8  
Bedford, NH 03110  
Telephone No. 603-637-1043
3. Construction Summary of  
New Hampshire  
734 Chestnut Street  
Manchester NH 03104
4. Associated General Contractors  
of NH  
48 Grandview Road  
Bow NH 03304

Copies of Bidding Documents may be obtained at the office of the Engineer, DuBois & King, Inc. (Bedford, NH office) on or after Monday February 8, 2016.

Bidding Documents are available on compact disc (as portable document format (PDF) files) for a nonrefundable charge of \$36.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for Bidding Documents. The non-refundable cost of printing Bidding Documents is \$75.00 per set including shipping via overnight express service. Make checks payable to "DuBois & King, Inc." The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Only Bid Documents obtained from the Issuing Office shall be used for submitting a Bid. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Prequalification: All Bidders (Prime Contractor or Contractor/Subcontractors Teams) must be listed by the New Hampshire Department of Transportation as prequalified for Road Construction. See Instructions to Bidders.

Bid Security shall be furnished in accordance with the Instructions to Bidders.

No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

Owner: Ms. Diane Hardy, LPA Sponsor  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

(UL - Feb. 7)



**Legal Notice**  
**STATE OF NEW HAMPSHIRE DEPARTMENT**  
**OF TRANSPORTATION FEDERAL AID PROJECT**  
**FHWA Project No. X-A001(108) / NHDOT Project No. 16048**  
**MAIN STREET PEDESTRIAN CROSSING IMPROVEMENTS**  
**TOWN OF NEWMARKET, NH**  
**COUNTY OF ROCKINGHAM**  
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Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form.

The Engineer's opinion of probable construction cost for Bases Bid and Alternates is between \$300,000.00 and \$325,000.00.

The anticipated project schedule is to start construction on or about April 4, 2016 and complete construction by June 24, 2016.

The Issuing Office for the Bidding Documents is: DuBois & King, Inc., 18 Constitution Drive, Suite 8, Bedford, NH 03110, Contact: J. Sebek @ 603-637-1043, jsebek@dubois-king.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may also be examined at the office of the following during normal business hours:

1. The Owner:

Town of Newmarket  
 186 Main Street  
 Newmarket, NH 03857

2. The Consulting Engineer:

DuBois & King, Inc.  
 18 Constitution Drive, Suite 8  
 Bedford, NH 03110  
 Telephone No. 603-637-1043

3. Construction Summary of New Hampshire

734 Chestnut Street  
 Manchester NH 03104

4. Associated General Contractors of NH

48 Grandview Road  
 Bow NH 03304

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Owner:

Ms. Diane Hardy, IPA Sponsor  
 Town of Newmarket  
 186 Main Street  
 Newmarket, NH 03857

76A00175010

END OF ADVERTISEMENT FOR BIDS



# Seacoast Classified Ads

Local listings for Portsmouth Herald, Exeter News-Letter, Hampton Union, York County Coast Star, York Weekly, Foster's Daily Democrat, Rochester Times and Sanford News.

## Search Classifieds



Legal Notice STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
FEDERAL AID PROJECT FHWA Project No. X-A001(108) / NHDOT Project No. 16048 MAIN STREET PEDESTRIAN CROSSING IMPROVEMENTS TOWN OF NEWMARKET, NH COUNTY OF ROCKINGHAM ADVERTISEMENT FOR BIDS Sealed bids for the Construction of the Main Street Pedestrian Improvements will be received by the Town of Newmarket, at the Planning and Zoning Office, 186 Main Street, Newmarket, NH 03857, until 2:00 PM local time on, Friday, March 4, 2016, at which time the Bids received will be publicly opened and read. The project consists of reconstructing five (5) existing and constructing one (1) new textured pedestrian crosswalks along Main Street (aka NH Route 108) between Elm Street and Exeter Road in Newmarket, NH. Work shall include, but not limited to as defined in the construction plans, installation of pedestrian activated Rectangular Rapid Flash Beacons (RRFB), ADA sidewalk improvements, signage, pavement markings, pedestrian-level lighting improvements, drainage, vegetation and cantilever deck. Pedestrian access shall be maintained at all times. Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form. The Engineer's opinion of probable construction cost for Bases Bid and Alternates is between \$300,000.00 and \$325,000.00. The anticipated project schedule is to start construction on or about April 4, 2016 and complete construction by June 24, 2016. The issuing Office for the Bidding Documents is: DuBois & King, Inc., 18 Constitution Drive, Suite 8, Bedford, NH 03110, Contact: J. Sebek @ 603-637-1043, jsebek@dubois-king.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents may also be examined at the office of the following during normal business hours: 1. The Owner: Town of Newmarket 186 Main Street Newmarket, NH 03857 2. The Consulting Engineer: DuBois & King, Inc. 18 Constitution, Drive, Suite 8 Bedford, NH 03110 Telephone No. 603-637-1043 3. Construction Summary of New Hampshire 734 Chestnut Street Manchester NH 03104 4. Associated General Contractors of NH 48 Grandview Road Bow NH 03304 Copies of Bidding Documents may be obtained at the office of the Engineer, DuBois & King, Inc. (Bedford, NH office) on or after Monday February 8, 2016 Bidding Documents are available on compact disc (as portable document format (PDF) files) for a nonrefundable charge of \$35.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained

from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for Bidding Documents. The non-refundable cost of printing Bidding Documents is \$75.00 per set including shipping via overnight express service. Make checks payable to "DuBois & King, Inc." The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Only Bid Documents obtained from the Issuing Office shall be used for submitting a Bid. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Prequalification: All Bidders (Prime Contractor or Contractor/Subcontractors Teams) must be listed by the New Hampshire Department of Transportation as prequalified for Road Construction. See Instructions to Bidders. Bid Security shall be furnished in accordance with the Instructions to Bidders. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Owner: Ms. Diane Hardy, LPA Sponsor Town of Newmarket 186 Main Street Newmarket, NH 03857 END OF ADVERTISEMENT FOR BIDS

Post Date: 02/09 12:00 AM

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## Similar Listings

LEGAL NOTICE NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, January 25, 2016, at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours. Kelli L. Barnaby, MMC, CMC, CNHMC City Clerk [Show more »](#)

Post Date: 01/14 12:00 AM

Legal Notice Portsmouth, New Hampshire Department of Public Works LEARY FIELD & PORTSMOUTH HIGH SCHOOL LIGHTING Bid #30-16 INVITATION TO BID Sealed bid proposals, plainly marked, Leary Field & Portsmouth High School Lighting, Bid Proposal #30-16 on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until February 25th, 2016 at 2:00 p.m.; at which time all bids will be publicly opened and read aloud. A pre-bid walkthrough will be held at the Leary Field site on





April 11, 2016

Diane Hardy, Town Planner  
Town of Newmarket  
186 Main Street  
Newmarket, New Hampshire 03857

Subject: Agreement for Professional Construction Phase Services  
NH Route 108 Pedestrian Crossing Improvements Design – NHDOT Project No.: 16048  
Newmarket, NH

Dear Ms. Hardy:

DuBois & King, Inc. is pleased to offer this agreement to provide Construction Phase Services for pedestrian crossing improvements to be located along NH Route 108 between Elm Street and Exeter Road (along NH Route 108) in Newmarket, New Hampshire. This agreement is a result of the New Hampshire Department of Transportation (NHDOT) – Bureau of Planning & Community Assistance approving the Newmarket Main Street Pedestrian Crossing Improvements final plan set; dated November 2015. Services we proposed to provide on this project include Construction Administration Services and Resident Project Representative (RPR) Observation as detail in the following Scope of Services.

This effort will be funded by a Federal Highway Administration (FHWA) Transportation Enhancement (TE) grant, as administered by the New Hampshire Department of Transportation (NHDOT) and will follow the NHDOT Local Public Agency Manual (LPA).

**Scope of Services:**

**Task 1: Construction Administration**

- 1.1 *Prepare Contract Documents* – DuBois & King will prepare and issue to the Town and Contractor for execution Contract Documents, including Notice of Award, Notice to Proceed, Contract Agreement.
- 1.2 *Pre-Construction Conference* – DuBois & King will convene a pre-construction conference with the Town, Contractor, NHDOT and DuBois & King. DuBois & King will coordinate and schedule this meeting, along with preparing/distributing meeting notes shortly thereafter. (1 meeting scheduled)
- 1.3 *Construction Submittals* – DuBois & King will review all construction submittals (product literature, cut sheets, shop drawings, etc.) for products proposed by the Contractor for inclusion in the project.
- 1.4 *Construction Administrative Services* – DuBois & King will provide general construction administration services, to include responding to contractor's Request for Information (RFI), review contractor's application for payment, review field test reports, conduct work associated with change orders (including balancing change orders in accordance with Section 27.6 of the LPA Manual), developing a punch list, preparing a Certificate of Substantial Completion, preparing a Certificate of Final Completion, etc. DuBois & King will also convene construction progress meetings at the site during the construction period (2 meetings scheduled).

**Task 2: Construction Observation**

- 2.1 *Construction Observation* – DuBois & King will provide full-time Resident Project Representative (RPR) Observation for the duration of the construction project. DuBois



& King anticipates a construction schedule be 90 calendar days from the Notice of Award. Our Resident Engineer will provide an average of eight (8) hours of construction observation per day for a total of 40 hours per week for 12 weeks (480 hours) for the Contractor to accomplish Final Completion. Additional time required beyond the 12 week construction period will be considered out-of-scope and require an amendment to this agreement.

- 2.2 *Construction Documentation* – DuBois & King will document construction observations in accordance with Section 27.5 – Construction Project Records of the NHDOT's Local Public Agency Manual for the Development of Projects (LPA). Our Resident Engineer will provide an average of five (5) hours of LPA documentation recording per week for 12 weeks (60 hours) for the Contractor to accomplish Final Completion. Additional time required beyond the 12 week construction period will be considered out-of-scope and require an amendment to this agreement.

- 2.3 *Quality Assurance & Material Testing* – DuBois & King will coordinate the services of a Testing Agency to field test materials for conformance with the project requirements. Field testing of materials will be scheduled for:

- Sampling of fill materials and base materials.
- Compaction of fill materials and base materials.
- All cast-in-place concrete placements.

A copy of sub-consultant scope of services for this task has been included as an attachment to this agreement.

- 2.4 *Final Inspection* – DuBois & King's RPR will perform a final inspection to confirm all punch list items has been completed and will notify the Town and NHDOT of completed task.  
(1 final inspection scheduled)

**Task 3: Project Closeout**

- 3.1 *Record Drawings* – DuBois & King will prepare project record drawings, based on information provided by the Contractor, indicating the completion condition of the project. DuBois & King will issue one (1) copy of the record drawings to the Town.
- 3.2 *Project Closeout* – DuBois & King will assist the Town with LPA project closeout procedures as required for Project Closeout part 1 checklist.

**Assumptions:**

This scope has been prepared based on the following assumptions:

- A.1 No more than two (2) submissions and reviews of each construction submittal are required to approve each submittal; please see Task 1.3
- A.2 A 70 calendar day construction time period is proposed by the Contractor to complete Substantial Completion and completes punch list items within 20 calendar days thereafter (90 calendar days to Final Completion); please see Task 2.1.
- A.3 DuBois & King intends to use R.W. Gillespie & Associates, Inc. of Portsmouth, NH as a subconsultant for material testing services. The budget provided by R.W. Gillespie & Associates is based on NHDOT Quality Assurance Program for Municipally Managed Federal-aid projects. DuBois & King will notify the Town and NHDOT if the budget for this item encroaches to the limit. Please see Task 2.3.



**Client Responsibilities:**

The Town of Newmarket's responsibilities for this project shall include:

- C.1 Provide access to the project area.
- C.2 Provide a contact person that can act with authority on behalf of the Town of Newmarket for this project (Diane Hardy, Town Planner).

**Professional Fees:**

For accomplishing the above Scope of Services, DuBois & King, Inc., will be paid a Lump Sum Fee in the amount of \$99,418. This fee estimates includes customary reimbursable expenses for this project, including phone, travel, mailings and reproduction in accordance with our attached *Standard Contract Terms and Conditions*, will serve as our agreement.

**Acceptance:**

If the Scope of Services and terms outlined herein are acceptable, please forward this agreement to the NHDOT (Robert Hudson – NHDOT LPA Project Manager) for review and approval. Once NHDOT has approved of this agreement and provided direction to the Town to execute the contract, please sign this original letter in the space provided below and retain one (1) copy for your records and return one (1) original to us. This letter, along with the attached Contract Terms and Conditions and task man-hour spreadsheet, will serve as our Agreement.

This agreement is a Professional Instrument of Service prepared specifically for you and this project. This document may not be copied, reproduced or disseminated to other parties other than the Town of Newmarket, without the expressed written permission of DuBois & King, Inc.

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project. Please do not hesitate to contact me at my office (603) 637-1043 or on my cell at (603) 828-8788 call if you have any questions or need any additional information.

Very truly yours,  
DuBOIS & KING, Inc.



Scott M. Bourcier, P.E.  
Project Manager

APPROVED BY:



Jeffrey A. Adler, P.E.  
Senior Project Manager

SMB/js

**ACCEPTED AND AUTHORIZE TO PROCEED:**  
**Town of Newmarket**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Enclosures

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**DuBois & King inc.**

**Construction Phase**

Prepared by: DuBois & King Agreed by: Town of Newmarket

Project Phases & Tasks	Labor Categories					Total Hours
	Project Manager	Project Engineer II	Const. Inspector	Staff Engineer / Senior Designer I	Admin. Support II	
Task 1 - Construction Administration						
1.1 Prepare Contract Document	1				6	0
1.2 Pre-construction Conference	4	0	4		1	7
1.3 Construction Submittals	4	16			8	9
1.4 Construction Administrative Services	20	60		10	0	28
Task 2 - Construction Observation						
2.1 Construction Observation		20	480			90
2.2 Construction Documentation		60	0			0
2.3 Quality Assurance & Material Testing			0			0
2.4 Final Site Conference	4	0	4			8
Task 3 - Project Closeout						
3.1 Record Drawings	4	0		16	4	0
3.2 Project Closeout	12				8	24
Total Hours:	49	156	488	26	27	746


**DuBois & King Inc.**
**Construction Phase**

Prepared by: DuBois &amp; King Agreed by: Town of Newmarket

Project Phases & Tasks		Labor Categories					Total Hours	
		Project Manager	Project Engineer II	Const. Inspector	Staff Engineer / Senior Designer I	Admin. Support II		
Direct Labor	Total Hours:	49	156	488	26	27	746	
	Direct Labor Rates:	\$39.00	\$33.00	\$33.00	\$27.00	\$23.00	\$0.00	
	Direct Labor Cost:	\$1,911	\$5,148	\$16,104	\$702	\$621	\$0	
Direct Expenses								
I. Subsistence		Vehicles	7,500	Miles @	\$0.575	/ Mile =	\$4,313	
		Transportation:		Travel-Air / Ground / Parking Allowance =			\$0	
		Meals:	Partial Per Diem	0	Days @	/ Day =	\$0	
			Full Per Diem	0	Days @	/ Day =	\$0	
		Rooms & Lodging:	Hotel	0	Days @	/ Day =	\$0	
Subsistence Total =							\$4,313	
II. Support Expenses								
		Telephone/Fax = \$50						
		Postage = \$100						
		Reproduction = \$300						
		Copying = \$150						
Support Total =							\$600	
III. Subcontractors								
		R. W. Gillespie & Associates, Inc.						
		Sub-consultant						
		\$20,905						
Subcontractor Total =							\$20,905	
IV. Miscellaneous Expenses								
		Computer Charges = \$0						
		Plotting Charges = \$0						
		Special Equipment = \$0						
		Miscellaneous = \$0						
Miscellaneous Total =							\$0	
Total Direct Expenses =							\$25,818	
Administrative Fee =							\$2,582	
Total Cost =							\$28,399	
Cost Summary								
Direct Labor Cost		\$24,486	Total Labor Cost					\$64,562
General & Administrative Cost		\$40,076	Fixed Fee					\$6,456
			163.67%					\$28,399
Total Labor Cost		\$64,562	Direct Expenses					\$28,399
Total Price							\$99,418	





## **R.W. Gillespie & Associates, Inc.**

Geotechnical Engineering • Environmental Consulting • Materials Testing Services

22 February 2016  
08 April 2016 (revised)

Scott Bourcier, P.E.  
Dubois & King, Inc.  
18 Constitution Drive  
Bedford, NH 03110  
[sbourcier@dubois-king.com](mailto:sbourcier@dubois-king.com)

Subject: Proposal for Materials Testing Services  
NH 108 Traffic Enhancement Program  
Newmarket, New Hampshire  
RWG&A Proposal No. P-9251.MTS

Dear Mr. Bourcier:

R.W. Gillespie & Associates, Inc. (RWG&A) is pleased to present the following proposal for construction-phase materials testing services for the NH 108 Traffic Enhancement project in Newmarket, New Hampshire. Subsequent paragraphs present our understanding of the project, our approach, and scope of services. This proposal has been revised to include site visits for soil in-place density testing, additional concrete testing visits, and laboratory tests, as requested by the New Hampshire Department of Transportation (NHDOT). The number of lab tests and site visits was determined by Dubois & King, Inc., (D&K) and provided to RWG&A to estimate the project testing budget. This proposal supersedes the proposal dated 22 February 2016 in its entirety.

RWG&A is committed to enhancing the safety and reliability of New England's infrastructure. We help clients develop projects of higher quality, better value and less risk through our services in geotechnical engineering, materials testing and inspection, and environmental consulting. RWG&A's facilities are located about 20 miles from the site at our branch office in Portsmouth, New Hampshire.

### ***Project Description***

RWG&A's understanding of the proposed construction and requested services is based on conversations with D&K, including the emails received on 03 and 04 February 2016 and 03 April 2016, which contained requests from NHDOT for the project scope and fee and additional testing, the anticipated number of visits required for the project as determined by D&K, and the project budget.

The project consists of traffic enhancements along NH Route 108 in the downtown area of Newmarket, New Hampshire. It is understood that the testing primarily would be during construction of six paver crosswalks, which consist of crushed gravel, concrete, and concrete pavers.

***Approach to Project***

RWG&A's approach to the project would be to serve as D&K's testing agency and to provide services in general accordance with project specifications. It is anticipated that the project would be serviced through intermittent site visits on an as-requested basis. It is understood that D&K, would be responsible for verifying that requested services meet the project's needs, and that it's designated representative would arrange for and coordinate RWG&A's services. For this project, it is understood that RWG&A's services would consist of in-place density testing and laboratory testing of crushed gravel and field and laboratory testing of fresh concrete.

***Scope of Services***

**Soils Testing:** RWG&A's construction technology staff would conduct in-place density tests of compacted soil materials using nuclear methods in accordance with ASTM D6938. The RWG&A materials testing laboratory would provide support services in the form of gradation and moisture-density relationship testing. Results would be provided verbally to D&K's designated on-site representative and summarized and reported on a weekly basis. Copies would be sent to the concerned parties as directed by D&K.

**Concrete Testing:** Testing of portland cement concrete would include field and laboratory testing. Field tests would include slump, entrained air content, temperature, and casting of one set of four 4x8 specimens for laboratory-cured compressive strength per 50 cubic yards of concrete. Parameters observed to be outside specification limits would be noted and reported to D&K's on-site representative. All concrete testing would be performed by RWG&A personnel certified by the American Concrete Institute; a copy of the personnel certifications is attached to this proposal. In addition, RWG&A anticipates additional personnel will become certified prior to the start of construction and might be assigned to sample and test fresh concrete.

The construction technologist would also observe batch times and advise D&K's on-site representative if ASTM limits for time are, or would be, exceeded. Compressive strength would be determined in the laboratory at 7 days (1 laboratory cured cylinder) and 28 days (2 laboratory cured cylinders) unless the project specifications require an alternate testing schedule. RWG&A should be advised if additional cylinders are needed for field curing. Reports are sent within a day of the laboratory test and include all field data.

If requested, formwork would be observed for general configuration, cleanliness, dimensions, and spacing with respect to reinforcement. In addition, RWG&A's technologist would provide observation of reinforcing bar size, type, grade, and location prior to placement of concrete. Apparent deviations would be reported to D&K's representative. A reinforcing steel observation worksheet would be attached to daily reports indicating conformance or nonconformance with project specifications.

***Cost Basis***

RWG&A's unit rates for the project are presented on Table I, attached. An estimated budget for testing is included below. D&K has indicated that the budget should include 24 sieve analysis and moisture-density tests for NHDOT 304.3 crushed gravel, 32 in-place density tests, and 45 visits for sampling and testing fresh concrete. The estimated fee is based on 1 site visit per in-place density test and 1 site visit per concrete test. The actual fee would depend on the



construction schedule and amount of testing and inspection services needed to complete the project. RWG&A intends to service the project from our nearby Portsmouth office and Saco laboratory.

Item	Number of Units	Unit Cost <sup>(1)</sup>	Total
Laboratory Soil Tests	24 Tests	\$185.00	\$4,400.00
In-Place Density Tests	32 Tests	\$115.00	\$3,680.00
Field Concrete Tests	45 Placements	\$225.00	\$10,125.00
Laboratory Concrete Tests	45 sets	\$60.00	<u>\$2,700.00</u>
Total Estimated Fee:			<u>\$20,905.00</u>

1. Unit cost is an estimate and includes 1 hour on-site time for in-place density tests and about 3 hours on-site, reinforcing steel inspection, and a return visit to pick up cylinders for concrete tests and all travel, mileage, and equipment needed.

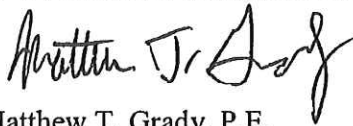
Any additional work requested during the course of the project will be based on the unit rates contained in Table I or otherwise negotiated to D&K's and RWG&A's mutual satisfaction. There is no charge for mailed or emailed copies provided to the construction manager, concrete supplier, architect, or structural engineer. Copies in addition to the foregoing are charged at \$2.00 per mailing. Faxed copies of results are charged at \$1.00 per page.

The fee incurred for field services would be based on time on-site and travel time and mileage to the site. Overtime begins after 8 hours per day unless D&K desires to negotiate an alternative arrangement. Administrative and other personnel time is charged for preparation of reports which in RWG&A's opinion may be necessary and/or pertinent to the work.

### **Closure**

Materials testing services will be provided in accordance with the attached Terms and Conditions. If the above arrangements are satisfactory, please sign one copy of this proposal and return it to RWG&A. This will serve as our notice to proceed. Please contact us if you have any questions or if we may be of further service.

Sincerely,  
R. W. GILLESPIE & ASSOCIATES, INC.



Matthew T. Grady, P.E.  
Associate

MTG:md  
In duplicate

### **Attachments**

Authorization for Materials Testing Services  
Table I, *Unit Price List*  
Terms and Conditions (3 pages)  
ACI Certifications for RWG&A Personnel

G Proposals 9200 9251MTS 2016-04-08 P-9251MTS.docx

RWG&A Proposal No. P- 9251.MTS

22 February 2016  
08 April 2016 (Revised)

**Authorization for Materials Testing Services  
NH 108 Traffic Enhancement Program  
Newmarket, New Hampshire  
RWG&A Proposal No. P-9251.MTS  
Unit Rates – Estimated Budget: \$20,905**

The above arrangements are understood and accepted.

Dubois & King, Inc.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



TABLE I

UNIT PRICE LIST  
MATERIALS TESTING SERVICES  
NH 108 TRAFFIC ENHANCEMENT PROGRAM  
NEWMARKET, NEW HAMPSHIRE

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT COST</u>
<u>Part I - Personnel and Equipment for Soils and Concrete</u>		
Construction Technologist	Hour	\$ 47.50
Overtime - over 8 hrs/day	Hour	x1.5
Materials Engineer	Hour	110.00
Nuclear Densometer	½ Day	25.00
Mileage	Mile <sup>(1)</sup>	0.60
Administrative Assistant	Hour	45.00

(1) Estimated round trip mileage cost is \$26.50.

Part II - Laboratory Tests for Soils and Bituminous Pavement

Gradation of Soils (C136)	Each	\$ 65.00
Moisture-density of Soils (D1557)	Each	120.00
Compressive Strength of Cylinders	Each	15.00

TERMS AND CONDITIONS  
MATERIALS TESTING SERVICES

1. CHARGES

Personnel: Charges are computed on an hourly rate schedule listed in the proposal unless otherwise stated in the proposal. Annual increases will not exceed an average of ten (10) percent per classification.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, mileage, subcontractors, consultants, laboratories, and supplies required to complete the project are itemized in the proposal. A fifteen (15) percent fee is added to all subcontract invoices to cover handling and added costs.

2. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within thirty (30) days are subject to a service charge of one and one-half (1-1/2) percent per month. Client agrees to pay all fees including attorney fees, court costs, or other expense, incurred for the collection of delinquent accounts. If the Client objects to all or any portion of the invoice or service, Client shall so notify R.W. Gillespie & Associates, Inc. within 14 calendar days of the invoice date, identify any defect and/or cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. The Client's right to use R.W. Gillespie & Associates, Inc.'s work product, including its instruments of service, is contingent upon timely and full payment of all fees and costs payable under this agreement.

3. SAMPLES

All samples acquired by us (soil, concrete, rock, etc.) will be discarded thirty (30) day after submission of our final report, unless you advise us otherwise. Upon Client's written request, we will forward the samples at your cost, or will store them for you for an agreed period and storage charge.

4. JOB SITE SAFETY RESPONSIBILITIES

Client acknowledges and agrees that R.W. Gillespie & Associates, Inc. shall have no control over, nor be responsible for the construction means, methods, techniques, sequences or procedures or for any safety precautions and/or programs of the construction contractors. Client agrees that R.W. Gillespie & Associates, Inc. will be responsible only for its own employees and its sole responsibilities which will be limited to those tasks as set forth in the scope of services as described in our proposal.

5. STANDARD OF CARE

R.W. Gillespie & Associates, Inc. is a professional association and represents that our professional services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. No other representation or warranty, either expressed or implied, is intended.

6. LIMITATION OF LIABILITY

The Client and R.W. Gillespie & Associates, Inc., agree, to the fullest extent permitted by law and order withstanding any other provisions in this agreement, the total liability of R.W. Gillespie & Associates, Inc., and its officers, directors, owners, shareholders, employees, agents, and subconsultants or any of them, the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs of damages, of any nature whatsoever, arising out of, resulting from, or in any way related to the project or this agreement, from any cause or causes, including but not limited to the negligence, professional error or omissions, strict liability, breach of contract, or other civil liability, shall not exceed the total compensation received by R.W. Gillespie & Associates, Inc., or the total amount of \$50,000.00, whichever is less. If the Client prefers not to limit R.W. Gillespie & Associates, Inc., liability to this sum, we may agree to increase the limit of liability in \$25,000 increments increase in the limit for this waiver. The request for this option must be made by the Client in writing at the time the Client accepts the proposal. The charge is consideration for the greater risk



involved in performing work for which the limitation of liability exceeds the total compensation received by R.W. Gillespie & Associates, Inc., or the amount of \$50,000, whichever is less. It should not be construed as a charge for professional liability insurance.

7. **INFORMATION PROVIDED BY OTHERS**

For purposes of economy and expediency, R.W. Gillespie & Associates, Inc. will rely on information provided by Client and indicate to Client information needed to form an opinion. It is understood that it is not practicable to identify all information needed until after services begin. Furthermore, it is understood that Client will provide R.W. Gillespie & Associates, Inc. with as much of such information requested that is available to Client, inform R.W. Gillespie & Associates, Inc. of reports or materials prepared by others that relate to R.W. Gillespie & Associates, Inc.'s portion of the work, and that Client will furnish these to R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc. is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, it is understood that Client will, to the fullest extent permitted by law, waive any claim against R.W. Gillespie & Associates, Inc., and indemnify, defend, and hold R.W. Gillespie & Associates, Inc. harmless arising from any claim or liability for injury or loss, arising from alleges error, omissions, or inaccuracies in documents or other expenses incurred by RWG&A in defense of any such claim. Such compensation will be based on R.W. Gillespie & Associates, Inc.'s prevailing fee schedule and expense reimbursement policy.

8. **DEFECTS IN SERVICE**

Client and Client's personnel, contractors, subcontractors, and subconsultants shall promptly report to R.W. Gillespie & Associates, Inc. any known or suspected defect in the project, including any errors, omissions or inconsistencies in R.W. Gillespie & Associates, Inc.'s Instruments of Service, in order that R.W. Gillespie & Associates, Inc. may take prompt measures which in R.W. Gillespie & Associates, Inc.'s opinion will minimize the consequences of a defect in service.

9. **EXTENSION OF PROTECTION**

The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to R.W. Gillespie & Associates, Inc. to those individual and entities R.W. Gillespie & Associates, Inc. rents for performance of the services under this agreement including, but not limited to R.W. Gillespie & Associates' offers and employees, their heirs and assigns, as well as R.W. Gillespie & Associates' subconsultants and their officers, employees, heirs, and assigns.

10. **INSURANCE**

R.W. Gillespie & Associates, Inc. maintains worker's compensation insurance and commercial general liability insurance. Certificates for such policies of insurance shall be provided to Client upon request in writing.

11. **CONFIDENTIALITY**

R.W. Gillespie & Associates, Inc., will not intentionally divulge information regarding the proposal, services or report, except to Client or parties designated by Client in writing. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, R.W. Gillespie & Associates, Inc., as a professional association, will notify the appropriate authorities. Client waives any claim against R.W. Gillespie & Associates, Inc., and agrees to defend, indemnify, and save R.W. Gillespie & Associates, Inc., harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is in the public domain or which is provided to us by third parties is not considered confidential.

12. **ESTIMATED FEE**

Our estimated fee is an opinion of the estimated, probable costs required to perform the scope of services. We must make a number of assumptions as to conditions that will be encountered and other factors over which we have no control. It is agreed many unforeseen factors that could not be fully

anticipated or accounted for when the proposal was prepared may influence the final fee associated with RWG&A's services. The estimate is intended as a budgetary guide only to anticipated fees and is not to be construed as a limitation on the fees to be charged pursuant to this agreement.

13. **MEDIATION**

In an effort to resolve any conflicts that arise related to the services provided pursuant to this agreement, the Client and R.W. Gillespie & Associates, Inc. agree that disputes between them arising out of and/or related to this agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

The Client and R.W. Gillespie & Associates, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers and fabricators to retained, thereby providing for mediation as the prime method for dispute resolution between parties to those agreements.

14. **THIRD-PARTY BENEFICIARIES**

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and R.W. Gillespie & Associates, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

15. **OWNERSHIP OF INSTRUMENTS OF SERVICES**

All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by R.W. Gillespie & Associates, Inc., as instruments of service shall remain the property of R.W. Gillespie & Associates, Inc.

16. **GOVERNING LAW**

The laws of the State of Maine will govern the validity of this agreement, its interpretation, and performance.

17. **ASSIGNMENT**

Neither party to this agreement shall transfer, delegate, or assign any right under or interest in this agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written consent of the other party.

18. **SUSPENSION OF SERVICES**

If the Client fails to make payments when due or otherwise is in breach of this agreement, R.W. Gillespie & Associates, Inc. may suspend performance of services upon five (5) calendar days' notice to the Client. R.W. Gillespie & Associates, Inc. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. If the Client fails to make payment to the consultant in accordance with the payment terms herein this shall constitute a material breach of this agreement and shall be cause for termination by R.W. Gillespie & Associates, Inc.



# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**MARY E SANDERS**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

## ACI Concrete Field Testing Technician - Grade I

Certified Date: 09/10/2014 Expires: 09/10/2019

Examiner of Record: Richard M Poulin



*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*



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Search Results for: **Soils & Aggregate Inspector and Sanders**

Cert. ID	Last, First Name	Photo	Company	Recert. Date
1359	Sanders, Mary		R.W. Gillespie & Assoc.	08/28/19



7/24/2014

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Search Results for: **HMA Paving Inspector and Sanders**

Cert. ID	Last, First Name	Photo	Company	Recert. Date
2208	Sanders, Mary		Lane Construction Corp. (W)	11/07/18



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### Search Results for: HMA Plant Technician and Sanders

Cert. ID	Last, First Name	Photo	Company	Recert. Date
749m	Sanders, Mary		Lane Construction Corp. (W)	12/06/18



ACI Concrete Field Testing Technician -  
Grade I

**ANTHONY K ASHENDEN**

Certification ID #01303048

Expires on: 09/10/2019



Certification

Verify at [CheckACI.org](http://CheckACI.org)

# NorthEast Transportation Training and Certification Program



This is to certify that

Anthony Ashenden

has successfully completed the

Soils and Aggregate Inspector Certification  
Course and Examination

1458

Certification Number

Given on this date April 15, 2015

*Charles W. Brook*

Authorized NETTCP Signature



# NorthEast Transportation Training and Certification Program



This is to certify that

Anthony Ashenden

has successfully completed the

## Hot Mix Asphalt Plant Technician Certification Course and Examination

1031m

Certification Number

Given on this date April 10, 2015

*Charles W. Brook*

Authorized NETTCP Signature



# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**ADAM J CROTEAU**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

## ACI Concrete Field Testing Technician - Grade I

Certified Date: 05/02/2015 Expires: 05/02/2020

Examiner of Record: Ronald B Munger



*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

# NorthEast Transportation Training and Certification Program



This is to certify that

Adam Croteau

has successfully completed the

Soils and Aggregate Inspector Certification  
Course and Examination

1494

Certification Number

Given on this date April 24, 2015

*Charles W. Brook*

Authorized NETTCP Signature

ACI Concrete Field Testing Technician -  
Grade I

**PATRICK J ROMA**

Certification ID #01335264  
Expires on: 07/30/2020



Verify at [CheckACI.org](http://CheckACI.org)



ACI Concrete Field Testing Technician  
Grade I

**JASON E LEDOUX**

Certification ID #01345434  
Expires on: 10/29/2020



Certification

Verify at [CheckACI.org](http://CheckACI.org)