



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

**WEDNESDAY, NOVEMBER 2, 2016 at 7:00PM  
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

**6:30 PM NON-PUBLIC – PURSUANT TO RSA 91:A:3.II.(d) – CONSIDERATION OF THE  
ACQUISITION, SALE, OR LEASE OF REAL OR PERSONAL PROPERTY.**

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. October 19, 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 2016/2017-09 – Resolution relating to Generator Maintenance
    - ii. Resolution 2016/2017-10 – Resolution relating to HVAC Services
    - iii. Resolution 2016/2017-11 – Approval of the Fiscal Year 2018 Budget
  - b. Resolutions/Ordinances in the 3<sup>rd</sup> Reading –
    - i. Resolution #2016/2017-06 – Relating to reroofing three sections of the Library Building.
  - c. \* Items Laid on the Table –
    - i. Resolution #2015/2016-52 – Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).
8. New Business/Correspondence

a. Town Council to Consider Nominations, Appointments and Elections - None

b. **Resolutions/Ordinances in the 1<sup>st</sup> Reading - None**

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting – November 16, 2016

**9. Adjournment**

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

9 **October 19, 2016 7:00 PM**

10 **TOWN COUNCIL CHAMBERS**  
11  
12

13 **PRESENT:** Council Chairman Gary Levy, Council Vice Chairman Phil Nazzaro, Councilor Dale Pike,  
14 Councilor Amy Thompson, Councilor Toni Weinstein, Councilor Kyle Bowden, Councilor Amy Burns  
15

16 **ALSO PRESENT:** Town Administrator Steve Fournier, Library Director Carrie Gadbois  
17

18 **AGENDA**  
19

20 Chairman Gary Levy welcomed everyone to the October 19, 2016 Newmarket Town Council Meeting and  
21 called the meeting to order at 7:00 pm, followed by the Pledge of Allegiance.  
22

23 **PUBLIC FORUM**  
24

25 Chairman Levy opened the Public Forum at 7:01 pm.  
26

27 As no one from the public came forward, Chairman Levy closed the Public Forum at 7:01 pm.  
28

29 **PUBLIC HEARING - None**  
30

31 **TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**  
32

33 **Acceptance of the Minutes of the Regular Meeting of October 5, 2016**  
34

35 Vice Chair Nazzaro made a motion to approve the minutes of the Regular Meeting of October 5, 2016  
36 which was seconded by Councilor Weinstein.  
37

38 Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of October 5,  
39 2016 were approved by a vote of 7-0.  
40



**REPORT OF THE TOWN ADMINSTRATOR**

Town Administrator Steve Fournier stated that he had a **Consent Decree** that needed to be signed by the Council, as they had been going to court with people who owed back taxes on mobile home units. He said the judge had agreed to the payment schedule of \$50 for the first and \$100/month after that until all taxes were fully paid up. He stated that the State of New Hampshire Department of Revenue had set the **Newmarket FY17 Property Tax Rate** for the fiscal year ending June 30, 2017. He said the new tax rate was set at \$25.45 which was an increase of \$0.49/1,000 or 2%. He said the breakdown was as follows: Town \$6.24 (\$0.22 increase), Local School \$15.72 (\$0.31 increase), State School \$2.40 (\$0.06 decrease), and the County at \$1.09 (\$0.02 increase). He said the Town portion increased by 3.7% and the tax bills would be issued shortly and due on December 1<sup>st</sup>. He pointed out that the valuation of the Town had gone up, and home values also went up with the median value increasing from \$250,000 to \$280,000.

**Joint Finance Director**

Town Administrator Fournier stated that a draft memorandum of the understanding between the Town and the School to have the School provide Financial Services to the Town was attached to his report. He said it outlined that the individual would be an employee of the School with the Town "contracting" for services, and included a process to answer any conflicts. He said it also set up a way to fund the position by determining the percentage of use for both the Town and the School, and that the Town would pay for 36% of the salary and benefits. He asked that the Town Council review the document and email any questions to him, with a 1<sup>st</sup> reading to be scheduled for November for action in December.

**FY2017 Budget**

Town Administrator Fournier said that at the end of the first quarter of the year they had currently expended 32% of their Operating Budget. He said there was nothing currently out of the ordinary, and that revenues were on track.

Discussion: Vice Chair Nazzaro questioned a statement in the IT Report that the IT Director was working on "quotes" to ensure continuity, based on the recommendation by MRI that he have backup support. He felt there should be a larger conversation about this, such as sharing services with the School. Town Administrator Fournier said it was on the radar to share IT with the School, but that he needed someone available now and had asked the IT Director to get a backup firm with an hourly rate. He said the backup service would be used on an on-call basis only, and said he had also asked the IT Director to provide a neutral audit of their IT System.

Chairman Levy felt the salary for the Finance Director was being predicated on the amount of money the Town spent versus the School and said they might want to look at the workload. He also thought the Termination in the agreement should be earlier than 6 months in case of any problems. With regard to the Superintendent doing the evaluation with input from the Town Administrator, he felt the Town Administrator should have a portion of the evaluation so it could be annotated for the record.

**FY2018 BUDGET**



84 Town Administrator Fournier presented his budget for the Fiscal Year ending June 30, 2018. He said he  
85 first looked at the economy and the **Consumer Price Index (CPI)**, and said this year the Town saw a 0.8%  
86 increase in CPI, the Northeast a 0.8% increase, and Boston a 1.5% increase. He stated that **Unemployment**  
87 dropped nationwide by 0.05% to 5.1%, the State dropped from 3.6% to 2.9%, the County dropped from  
88 3.8% to 3%, the Portsmouth Metro area dropped from 3.2% to 2.5%, and Newmarket dropped from 2.9%  
89 to 2.4%. He said the **Current Tax Rate** was set at \$25.45/1,000, with the Town Rate at \$6.24, the Local  
90 School at \$15.72, the State School at \$2.40, and the County Rate at \$1.09. As far as the **5-Year Tax Rate**  
91 **Comparison**, the Town remained fairly stable over that period and he said a revaluation was also included  
92 in there. He stated that the **Net Assessed Value of the Town** increased by 1.28% from \$722,476,271 to  
93 \$731,700,728.

94  
95 Town Administrator Fournier said that he was recommending a proposed **Bottom Line Budget** of  
96 \$11,581,761, which was a 19.94% increase over last year. He said one reason for the increase was that  
97 the Enterprise Funds were seeing an increase of \$1,212,651. He said this was also the first year for interest  
98 on a bond payment for the Waste Water Treatment Plant, a Neptus permit of \$100,000, and bond  
99 payments on their Water Line Service. He said this had all been planned for and would be offset by  
100 revenues, and said the total through taxation increased \$372,168 or 4.56%. Town Administrator Fournier  
101 said he proposed the following **Expenditures by Fund**: \$7,191,395 for the General Fund, \$1,031,728 for  
102 Special Revenues (Library, Solid Waste, Recreation) offset by Recreation Revolving, and the Enterprise  
103 Fund increase from \$2,110,781 to \$3,323,432 due to debt. He also provided a 3-Year Comparison by fund.

104  
105 Town Administrator Fournier provided a breakdown of **Where the Increase Was Going**. He said there was  
106 a Waste Water Bond Principle payment of \$516,140, a Waste Water Bond Interest payment of \$309,143,  
107 and Waste Water Treatment Facility Electricity at \$31,000. He said by the end of FY2018 they would no  
108 longer be operating 2 plants and the new plant would be online. He said there was a National Pollution  
109 Discharge Elimination Permit at \$100,000/year and also a Water System Bond Principle payment of  
110 \$100,104, with a Water System Bond Interest payment of \$76,130. He stressed that all of these increases  
111 were funded through rates and not taxes. He stated that other increases included a Health Insurance  
112 increase of \$74,351 (10%), a Retirement Contribution increase of \$14,582, an \$11,000 increase in Part-  
113 time Fire Fighter salaries, a \$15,000 Contribution to Compensated Absences Reserve, \$54,000 for  
114 Implementation of a New Finance Software System, and \$64,731 for a new Director of Facilities position  
115 with 60% offset by the School.

116  
117 Town Administrator Fournier next presented the **Revenue Budget**. He said last year they budgeted \$5.6  
118 million in revenue and they were estimating a revenue of \$7,065,545 for FY2018. He said for General  
119 Revenue they were anticipating an increase of approximately \$180,000, and approximately \$50,000 for  
120 Special Revenues. He said the **Tax Impact** was an estimate based on data available today. He said Gross  
121 Appropriations of \$11,581,761 less Revenues of \$7,065,545, plus an Overlay of \$20,000 and War Service  
122 Credits of \$162,500, brought the Net Town Appropriation to \$4,698,716. With the current Assessed Value  
123 of \$731,700,728 the estimated Tax Rate would be \$6.42, up from \$6.24 for FY2017. He said if the budget  
124 was adopted as proposed, the **Estimated Tax Impact** based on the average home value of \$280,000 would  
125 be \$1,797 annually for the Town Portion, which would be a 2.8% increase or \$50 annually.



Town Administrator Fournier said he looked forward to meeting everyone on Saturday at 9:00 am to review the Operating Budget. Vice Chair Nazzaro asked that all the specifics for Compensated Absences Reserve since the fund started be provided as well as the projections. Chairman Levy asked that the last 3 years of Revenues be provided with what was proposed and what was received. Vice Chair Nazzaro also asked for details of the vehicle registration numbers over the last 5 years.

#### COMMITTEE REPORTS

Councilor Pike stated that the *Macallen Dam Study Committee* met last week. He said the Committee elected Bill Arcieri as the new Chairman and he would be the new Vice-Chair. He said that new member Andrew Walker had attended the meeting and would be an excellent addition as he had dam engineering background and brought a lot of expertise to the Committee. He said they were getting ready to issue an RFP on the abutment walls which included stability testing. He said they still needed to address flow, and the next step would be meeting with Durham and the DES with their consultant present.

Councilor Pike stated that the *Sub-Committee of the Planning Board* met to discuss zoning changes. He said the meeting basically accomplished laying out the order, with recommendations from the Future Land Use Chapter and some from the Economic Development Committee (EDC), of priorities of what should be done first.

Councilor Weinstein stated that the *Joint Town Council/School Board Sub-Committee* met last week and reviewed the Memorandum of Understanding between the Town and the School for Financial Services, and reviewed the job descriptions for both the Finance and the Facilities positions. She said the new position would need to be included in the Budget and would be part of their conversation Saturday, and felt a Workshop meeting might be needed for further discussion. Town Administrator Fournier said they would probably need a 2<sup>nd</sup> meeting after Saturday due to the absence of the Department Head who oversees Buildings & Grounds.

Councilor Burns stated that the *Planning Board* met last week and looked at two different plans. She said the first development was the plan for 11 units on Dame Road, which the Conservation Commission would review. She said the second was the Forbes Road Development Park plan for 3 units, to which more landscaping was added. She said further discussion on both plans would be held at the Planning Board meeting of November 15<sup>th</sup>.

#### OLD BUSINESS

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

##### Resolution #2016/2017-06 Relating to Reroofing Three Sections of the Library Building

Councilor Weinstein made a motion to approve *Resolution #2016/2017-06 Relating to Reroofing Three Sections of the Library Building*, which was seconded by Councilor Bowden.



170 Library Director Carrie Gadbois stated that they were requesting funds from their Capital Reserve to  
171 replace the 3 sections on the west side of the Library roof. She said it had been leaking on and off for  
172 several years and they had a problem with ice dams the winter before last. She explained that water had  
173 been pouring down where the old building met the new addition as there was a space between the walls.  
174 She said the ice dams were removed, all sheetrock was replaced, and insulation was added wherever  
175 possible. She said all the traffic on the roof with the ice dams made the leaks worse, and said she had 2  
176 contractors and an engineer who all recommended replacement of those 3 roof sections. She said this  
177 area was particularly bad due to the shallow pitch of the roof.

178  
179 Discussion: Councilor Pike said he saw a slate roof as having a greater longevity. Library Director Gadbois  
180 said the roof was 26 years old and the roof in that area was a bad architectural design. She said there  
181 were also holes in the plywood underneath the slate, and the new proposal was to install Grace Ice &  
182 Water Shields all the way up to the ridgeline. Vice Chair Nazzaro felt they should go with the cheaper  
183 option as the only difference he could see between the 2 bids was in the length of the warranties. Library  
184 Director Gadbois said she chose Silver Brothers as they were a local firm and had been very responsive,  
185 and she also wanted the rest of the roof looked at yearly. She said she thought the 10-year warranty from  
186 Silver Brothers was important due to the longevity of the slate. Councilor Thompson said the first 5 years  
187 were key and said she did not feel the extra \$4,000 should preclude someone else from doing the work.

188  
189 Chairman Levy said he had asked a friend with a roofing company for advice, as Underwood had said that  
190 area of the roof would be a problem again in the future due to its poor design. He said they recommended  
191 going up 6 feet with the copper versus the 2 feet stated in the bids. He felt the \$4,000 difference in the  
192 bids might be used to help alleviate future issues. Councilor Weinstein asked about a maintenance plan,  
193 and Library Director Gadbois said she had talked to Silver Brothers about coming in on a regular basis. She  
194 said the timing of the raking was crucial and had made a difference in the last couple of years.

195  
196 Town Administrator Fournier said they could either ask the contractors to re-submit the bids or change  
197 their current ones with the input provided by the councilors. Chairman Levy said he would like the  
198 question answered with regard to the 6 feet of copper versus the 2 feet. Councilor Burns asked that the  
199 cost of additional woodwork in the Twin Metals bid be provided. Councilor Pike suggested they find out  
200 if the problem with the ice dams due to the poor design of the roof would even be covered under the  
201 warranties. Councilor Thompson asked about funding and Town Administrator Fournier said the Library  
202 had a Capital Reserve Fund for Building Improvements with about \$130,027 currently in the fund. Vice  
203 Chair Nazzaro said he would like to get more detail from Twin Metals to be able to understand why the  
204 prices were different.

205  
206 Vice Chair Nazzaro proposed that the Chairman poll the Council to see if people wanted more information  
207 or wanted to act tonight. Library Director Gadbois said if she asked for the 2 proposals again with more  
208 specifics and more comparability, it would be another month before anyone could get started. Town  
209 Administrator Fournier said the next meeting of the Town Council would be November 2<sup>nd</sup>, and if the  
210 Council could act at that meeting he could sign the contract on November 3<sup>rd</sup>. He said it would be fine for  
211 her to ask for an estimate for the 6 feet of copper. It was the consensus of the Council that more  
212 information needed to be provided.

213



Town Administrator Fournier said that procedurally it would be held over for a 3<sup>rd</sup> reading at the next meeting.

**Resolution #2016/2017-07 Authorizing the Town Administrator to Enter into a Three-Year Agreement with Casella Resource Services for Waste and Recycling Services**

Vice Chair Nazzaro made a motion to approve *Resolution #2016/2017-07 Authorizing the Town Administrator to Enter into a Three-Year Agreement with Casella Resource Services for Waste and Recycling Services*, which was seconded by Councilor Weinstein.

Town Administrator Fournier stated that the towns of Newmarket, Newfields, and Stratham had partnered to bid for solid waste and recycling services in order to get a better disposal rate. He said they had received 3 bids from Casella Resource Services, Waste Management, and Triano. He said Triano was eliminated as they did not propose curbside collection for Newmarket. He stated that the total costs for the first year with Casella were estimated at \$261,112 and at \$281,378 for Waste Management, both with a 3% increase in years 2 and 3. He stated that Newfields and Stratham had adopted and passed Casella contracts, and he recommended entering into a 3-year contract with Casella Resource Services for a period of 3 years.

Town Administrator Fournier polled the Council and the motion to approve *Resolution #2016/2017-07 Authorizing the Town Administrator to Enter into a Three-Year Agreement with Casella Resource Services for Waste and Recycling Services* passed by a vote of 7-0.

**Resolution #2016/2017-08 Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family**

Vice Chair Nazzaro made a motion to approve *Resolution #2016/2017-08 Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family*, which was seconded by Councilor Burns.

Town Administrator Fournier stated that in the fall of 2015 the executor of the Dearborn Estate approached the Conservation Commission asking they accept a gift of 38 acres of land for open space. He said the Conservation Commission voted to accept the property and the Town Attorney had reviewed the deed history. He said they received notice in the summer that the Estate had been closed and the Town Attorney worked with the Estate attorney to draft a deed for the Council which was attached. He said Fish & Game held the easement on the property, and that the property was valuable to conservation as it was located in the Source Water Protection Area for their municipal drinking water. He said after talking with the Town Attorney and the Conservation Commission he recommended accepting the property as a gift.

Discussion: Councilor Thompson asked how the Town was doing selling off other pieces of property, and Town Administrator Fournier said the Sub-Committee had met on Friday. He said he had the list of current properties and would either be contacting abutters or going to the realtor to determine their worth. Chairman Levy asked if the Town would have any liability, and Town Administrator Fournier said they

Town Council Regular Meeting  
October 19, 2016

would not as it was conservation land. Councilor Weinstein asked if the Conservation Commission would monitor the land like they did other properties, and Town Administrator Fournier said they would.

Town Administrator Fournier polled the Council and the motion to approve *Resolution #2016/2017-08 Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family* was approved by a vote of 7-0.

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

**ITEMS LAID ON THE TABLE** – *Resolution #2015/2016-52 Authorizing the Designation of a Portion of Route 152 as an Economic Recovery Zone.* (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action.)

**NEW BUSINESS/CORRESPONDENCE**

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

**Macallen Dam Study Committee**

Candidate: *Andrew Walker – Term to Expire March 2017*  
(Fill remaining term of Peter Wellenberger)

Councilor Pike made a motion to approve the nomination of *Andrew Walker – Term to Expire March 2017* as a member of the *Macallen Dam Study Committee*, which was seconded by Councilor Thompson.

Town Administrator Fournier polled the Council and the motion to approve the nomination of *Andrew Walker* as a member of the *Macallen Dam Study Committee* passed by a vote of 7-0.

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

**Resolution 2016/2017-09 Generator Maintenance**

Chairman Levy read *Resolution 2016/2017-09 Generator Maintenance* in full.

**Resolution 2016/2017-10 HVAC Services**

Chairman Levy read the body of *Resolution 2016/2017--10 HVAC Services* only, and stated that the options were available to the public online.

**Resolution 2016/2017-11 Approval of the Fiscal Year 2018 Budget**

Chairman Levy read *Resolution 2016/2017-11 Approval of the Fiscal Year 2018 Budget* in full.

**CORRESPONDENCE**



Town Council Regular Meeting  
October 19, 2016

Town Administrator Fournier read a correspondence to the Council of an urgent request for the Town of Newmarket to distance itself from the Newmarket School District in all matters. It said persons had lied to the court with regard to the school Superintendent Search, and that Mr. Fournier's appointment to serve on the School Supervisor Screening Committee appeared to be in violation of the Town Charter. He said the Town Charter stated that no Department Head should be appointed to a Town office, nor a commission or board membership or trusteeship.

Town Administrator Fournier said he did look at the law and consulted with the Town Attorney and they both agreed with two portions of the letter. The first was that the School District does not have to comply with the Town Charter as they are a separate government entity and there was no violation there. He said the second was that the position of the Town Administrator was not a department head, but a separate office in the Town.

**COMMENTS**

Councilor Weinstein said she wanted to talk about Town Council goal-setting which she said was part of the job of the Town Council in working with the Town Administrator. She said though the MRI Report was not yet final they had enough information to move forward and proposed they pick a date for further discussion. Town Administrator Fournier suggested either November 9<sup>th</sup> or 30<sup>th</sup> as they were both Wednesdays with no meetings scheduled. Vice Chair Nazzaro pointed out that November 9<sup>th</sup> was the day after the general election, and Town Administrator Fournier said he would talk with Primex about what dates were available in December. Councilor Thompson suggested having the discussion sooner before or after a regular meeting. Town Administrator Fournier said the problem was that they would be adopting the budget on November 2<sup>nd</sup> and he would not be present for the November 16<sup>th</sup> meeting. He said MRI would probably be finalizing the report next week.

Vice Chair Nazzaro asked that Primex provide any pre-work to the Council ahead of time to make the meeting more productive. He said he also had a public service announcement that on November 11<sup>th</sup> from 4:00-7:00 pm at the Hall of the American Legion, a dinner would be held for all veterans and their partners.

Chairman Levy said that with the new design of the Website, names on committees had gotten mixed up and some telephone numbers were missing.

**NEXT MEETING:** The next regular meeting of the Town Council is scheduled for November 2, 2016.

**ADJOURNMENT**

Councilor Bowden made a motion to adjourn the meeting, which was seconded by Vice Chair Nazzaro. The meeting was adjourned at 8:25 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary





TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

**REPORT OF THE TOWN ADMINISTRATOR**  
**November 2, 2016**

**Downtown Project:** Two way traffic returned to downtown on October 26 at 4:30PM. The next morning NHDOT, the Engineering Firm and Department Heads walked the project to do a quick inspection. There are a number of issues that need to be corrected, but nothing out of the ordinary for a large project. We are putting together a punch list and will have the contractor address them.

The next steps will be grinding and paving the areas around the crosswalks to make them flat. Also, the bump out on the northbound side near the library needs to be installed. That will begin this week.

**Election Day:** Tuesday November 8 is Election Day. Polls will be open 7AM to 7PM at the Newmarket Jr/Sr High School. School will be closed that day.

**Goal Setting:** I have talked with Primex, and they are available to facilitate a goal setting session for the Town Council. I would like to schedule that for November 30, which is an off week for the Town Council meeting.

**ONGOING PROJECTS**

\*\*\*This section will not be reported on orally to the Town Council at the meeting, but will use this as a chance to update on any developments in ongoing projects.\*\*\*

**Water and Sewer Capacity:** RFP has been issued.

**Paving:** Ash Swamp Road is done. Grant Road will be completed shortly.

**Dispatch:** The Police Chief and I are meeting with the Sherriff on Monday October 31 to clarify if they can or cannot take the town.

**Macintosh Well:** No updates at this time.

**Additional Wells:** We are currently surveying a potential property.

**Recreation Director Recruitment:** The application period has closed. We are reviewing resumes currently.

**Out of Office:** I will be attending the NHMA annual conference November 16 and 17. I will miss the

Town Council meeting that evening.

I will be on vacation November 18 – November 25.

Respectfully Submitted,

Stephen R. Fournier  
Town Administrator

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

Resolution #- 20162017-09  
Relating to Generator Maintenance

**WHEREAS**, The Town of Newmarket maintains 14 generators, and

**WHEREAS**, the Town issued a Request for Proposal (RFP) for generator maintenance and five bidders responded, and

**WHEREAS**, TriState Generator is the low-cost bidder.

**NOW THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does authorize the Town Administrator to enter into an agreement with TriState Generator for generator maintenance services.

First Reading: October 19, 2016

Second Reading: November 2, 2016

Approval:

Approved: \_\_\_\_\_

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_

Terri Littlefield, Town Clerk





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

TEL: (603) 659-3617  
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** October 5, 2016

**TITLE:** Generator Maintenance – Resolution #2016/2017-09

**PREPARED BY:** Matthew Angell, Interim Finance Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

[The Town Administrator will review the proposal and comment on the resolution]

**BACKGROUND:** The Town maintains 14 generators for Water, Sewer, DPW, and Police. All of these generators have regular maintenance performed, not all of them are maintained by the same generator maintenance company, if at all. Hiring a generator maintenance company of record will improve generator up time. Also, hopefully identify issues before they will occur.

**Process:**

All current vendors received a copy of the RFP via e-mail. Also, a public notice was issued in the local newspaper, as well as posted on the Town's website.

**Results:**

We received five proposals. Each proposal was evaluated for qualification and cost. We currently have worked with the low-cost bidder and are satisfied with their work.

Bidder	Maintenance	Regular Work Hour Rate	Emergency Rate	Mileage	Parts Markup
TriState Generator	\$ 1,400.00	\$ 95.00	\$ 120.00	\$ 35.00	12%
FM Generator	9,700.00	90.00	135.00		20%
Generator Connections	6,320.00	95.00	145.00		18%
Scherbon Consolidated, Inc.	4,620.00	92.50	138.75		15%
PowerProducts	1,960.00	119.00	178.50		

**DISCUSSION:** TriState Generator is a known vendor who has a local technician.

**FISCAL IMPACT:** During fiscal year 2016, the Town paid \$12,939 in generator maintenance and emergency repairs. In many cases, the costs have been at a higher (OT) rate. I expect to see costs decline as increased oversight may identify issues with the generators prior to failure

**RECOMMENDATION:** I recommend the lowest cost option by awarding the proposal to TriState Generator.

**DOCUMENTS ATTACHED:** Copies of proposals.

**Town of Newmarket**  
**Matthew Angell**

**Interim Finance Director**  
Town Hall  
186 Main Street  
Newmarket, NH 03857



603-659-3617 \*1304

603-659-3351 (fax)

MAngell@newmarketnh.gov

**Request for Proposal #17-0008**

**Generator Maintenance**

You are cordially invited to submit a Bid for Generator Maintenance in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0008 – Generator Maintenance  
Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by September 13, 2016 at 2:00 pm

Matthew Angell,  
Interim Finance Director



**Town of Newmarket**  
**Request for Bid – Generator Maintenance**  
**Number – 17-0008**

**1. Introduction**

The Town of Newmarket, New Hampshire is requesting pricing information and availability of generator maintenance for Town owned generators.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

**3. Project Requirements**

The Town of Newmarket operates generators of various makes and models, which are listed on the table below. Many of these generators require repair and maintenance during normal business hours; however, the Town will require emergency repairs on an as needed basis.

The successful vendor will supply all labor, parts, and materials for the care and maintenance, including emergency repair, of Town owned generators, mobile equipment, and generators.

The successful vendor must maintain an electronic database of generator maintenance records and provide a monthly report to the Director of Public Works.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town council on the September 21st and obtain approval on October 5th.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

Questions should be directed Matt Angell, Interim Finance Director at (603) 659-3617 x1304 or at [mangell@newmarketnh.gov](mailto:mangell@newmarketnh.gov).

#### 4. Information Available

In Service Date	Make	Model	Capacity	Engine Make	Engine Model	Hou
2004	Olymplan	D100P1 NPS01523	100 KW	Perkins Engine	YB51047/ U826949L	495
2005	Olymplan	D100P1S NPS02132	100 KW	Perkins Engine	YB51047/ UB51348M	268
1983	International Diesel Electric	55-H339	55 KW	Whites	D300X269	662
1976	Onan Electric	30.0EK- 15R/17119G	30 KW	Ford Power Products	300GF6005- A-SO31	976
2002	Kohler	45RZ	45 KW	Ford Power Products	CSG-649I- 6005-A	271
2001	Kohler	20RZ	Unknown	Ford Power Products	0G199-AA	229
2005	Generac	5803440100	20 KW	Generac 3.9L	OE8336	338
2000	Olymplan	D200P4	200 KW	International	1807478C1	436
1969	Onan	200DPF- 4XR8/7807C	200 KW	Cummins	NT- 855PG335	418
1990	Stamford AC Generator	UCI274-F13	165 KW	Cummins	GTA-743-A	275
1997	Generac	974A- 04273-S	80 KW	Generac	83034-5.7L	60
1996	Generac	96A-04909- S	65 KW	Generac	76785-7.4L	560
2011	Kohler	8.5RES	7 KW	GM	Unknown	515
2009	Kohler	30RZG	33 KW	GM	4.3L	805

#### Insurance

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

#### Commitments

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete generator maintenance.

**Compliance With Laws**

The successful bidder warrants and promises that it will comply with all state and federal requirements regarding generator maintenance.



### PRICING

Generator Maintenance – based on a two (2) year agreement for generator maintenance.

Payment: This should address generator maintenance for a pre-determined period of time (July 1, 2016 through June 30, 2018). The bidder must bid on all of the following items:

#### Maintenance and repair, regular work hours: Monday – Friday

Bid Price in Figures (must be total costs) \$ \_\_\_\_\_

Bid Price in words \_\_\_\_\_

#### Maintenance and repair, emergency hours: Monday – Friday 5:00 pm – 7:00 am, weekends, and holidays

Bid Price in Figures (must be total costs) \$ \_\_\_\_\_

Bid Price in words \_\_\_\_\_

#### Parts and Materials Mark-up

Mark-up (Expressed as a percentage over cost) 12 %

(1) maintenance visit \$100.<sup>00</sup> per unit.

Monday - Friday 7am - 4 pm \$95.<sup>00</sup> per hour.

Overtime/Holiday/Sunday Labor rate \$120.<sup>00</sup> per hour.

Travel/mileage for service calls = \$35.<sup>00</sup>



### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. Gene Bingham Portsmouth Housing 603-817-9144
2. Mike Airo Newton, NH Town 603-231-0209
3. Jim Knight Equity Partners 781-449-9000

### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

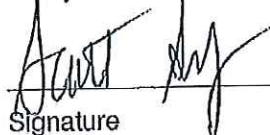
Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

Contact Information:

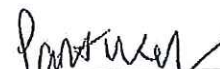
Official Entity Name	<u>Tribute generators LLC</u>	Warranty/Guarantee	
Address	<u>96 Main St</u>	FOB information	
City, State, Zip	<u>Kingston, NH 02848</u>	Availability	
E-mail/Address	<u>genrbrpower@gmail.com</u>	State of Incorporation	<u>NH</u>
Telephone Number	<u>978-891-2855</u>	Price holds for	<u>30 days</u>
Fax Number	<u>603-347-1848</u>		

### Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

  
Signature

9-13-16  
Date

  
Title

### **BID PROTESTS**

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a compliant with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.



### **BID, RFP, AND QUOTE TERMS AND CONDITIONS**

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the Town;" to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is customary for the Town of Newmarket to pay its bills within 20 – 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
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7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

9. **BID RESULTS:** The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to Town Hall after a bid opening and asking to look through the file.

We have been actively serving the Town of Newmarket's emergency generators off and on for the past 10 years. I personally, have been in the generator field now for over 25 years.

Tristate Generators has the equipment, tooling, parts on hand and factory trained personal to properly respond to any problems that come up for the Town of Newmarket. In addition, we can also supply rental generators that we have in stock for any other emergency's that come up.



**TriState Generators**  
96 North Rd  
Kingston, NH 03848





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kingston Insurance Agency 152 A Main Street  Kingston NH 03848	CONTACT NAME: Deb Basiliere PHONE (A/C, No, Ext): (603) 642-4800 E-MAIL: deb@kingstonins.com ADDRESS: deb@kingstonins.com	FAX (A/C, No): (603) 642-3733
INSURED Tri State Generators LLC 96 North Rd  Kingston NH 03848	INSURER(S) AFFORDING COVERAGE INSURER A: HUDSON SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CI1691305072

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			HBD10003603	6/23/2016	6/23/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
APPLIANCES & ACCESSORIES, INSTALLATION SERVICING OR REPAIR

## CERTIFICATE HOLDER

MAngell@newmarketnh.gov

TOWN OF NEWMARKET  
MATTHEW ANGELL  
186 MAIN ST  
NEWMARKET, NH 03857

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deb Basiliere/DEB

*Deb Basiliere*

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Corporate Headquarters  
35 Pequot Street  
P.O. Box 528  
Canton, MA 02021

Phone: 781.828.0026  
Fax: 781.821.2545  
www.fmgenerator.com

24 HOUR EMERGENCY SERVICE  
**1-800-253-6617**

**WE'RE ON WHEN THE POWER'S OFF**

SALES • SERVICE • INSTALLATIONS • RENTALS • PARTS

Mr. Matthew Angell  
Interim Finance Director  
Town of Newmarket, NH  
Town Hall  
186 Main Street  
Newmarket, NH 03857

Dear Mr. Angell,

Attached please find our bid submission for RFP #17-0008. We hope to have completed this paperwork in the manner intended, however if that is not the case please do not hesitate to reach out to us for clarification.

FM Generator is proposing a semi-annual maintenance program on your sites. This includes the scope of work as attached during the MAJOR PM Service (oil change) as well as a thorough walk-through inspection and test run during a MINOR PM Service. Our pricing proposal reflects the requested total of the PM maintenance service for the two year timeframe, during either normal business hours or after business hours. This pricing reflects the PM Service only and any additional repairs needed would be quoted at our contract customer rates (\$90 RT/\$135 OT) as well as the material mark-up as referenced in the bid documents.

We have also included some background material to provide you with the confidence that FM Generator has proven to be a longstanding, well respected vendor in the Emergency Standby Power industry throughout the east coast for over 40 years. We have highlighted a few of our outstanding employees and their certifications and experience levels for your reference as well. In addition to the customer references listed in the bid I would also direct you to reach out to the many agencies we have contracted with at the State of New Hampshire since 2009 on their statewide contract, of which we were just recently awarded 97 sites for this coming contract period of three years. The main purchasing contact is as follows;

Katie Daley  
Purchasing Agent  
State of NH - Bureau of Purchase and Property  
25 Capitol Street, Concord, NH 03301  
Direct - 603-271-3135/ Kathleen.Daley@nh.gov

We sincerely hope that FM Generator will be chosen to provide you with the reliability your generator network needs to remain a vital part of your town's operations. Please do not hesitate to contact us with any questions.

Best Regards,

Julie Mitchell  
President  
FM Generator, Inc.

Trusted Power Solutions Provider Since 1970

Corporate Headquarters  
35 Pequot Street  
P.O. Box 528  
Canton, MA 02021

West Springfield Shop  
178 New Bridge Street  
West Springfield, MA  
01089

**Town of Newmarket  
Matthew Angell**

**Interim Finance Director  
Town Hall  
186 Main Street  
Newmarket, NH 03857**



603-659-3617 \*1304

603-659-3351 (fax)

MAngell@newmarketnh.gov

**Request for Proposal #17-0008**

**Generator Maintenance**

You are cordially invited to submit a Bid for Generator Maintenance in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0008 – Generator Maintenance  
Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by September 13, 2016 at 2:00 pm EST

Matthew Angell,  
Interim Finance Director



**Town of Newmarket**  
**Request for Bid – Generator Maintenance**  
**Number – 17-0008**

**1. Introduction**

The Town of Newmarket, New Hampshire is requesting pricing information and availability of generator maintenance for Town owned generators.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

**3. Project Requirements**

The Town of Newmarket operates generators of various makes and models, which are listed on the table below. Many of these generators require repair and maintenance during normal business hours; however, the Town will require emergency repairs on an as needed basis.

The successful vendor will supply all labor, parts, and materials for the care and maintenance, including emergency repair, of Town owned generators, mobile equipment, and generators.

The successful vendor must maintain an electronic database of generator maintenance records and provide a monthly report to the Director of Public Works.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town council on the September 21st and obtain approval on October 5th.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

Questions should be directed Matt Angell, Interim Finance Director at (603) 659-3617 x1304 or at mangell@newmarketnh.gov.

#### 4. Information Available

In Service Date	Make	Model	Capacity	Engine Make	Engine Model	Hou
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The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

#### Commitments

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete generator maintenance.

### **Compliance With Laws**

The successful bidder warrants and promises that it will comply with all state and federal requirements regarding generator maintenance.



### PRICING

Generator Maintenance – based on a two (2) year agreement for generator maintenance.

Payment: This should address generator maintenance for a pre-determined period of time (July 1, 2016 through June 30, 2018). The bidder must bid on all of the following items:

#### Maintenance and repair, regular work hours: Monday – Friday

Bid Price in Figures (must be total costs) \$ 9,700

Bid Price in words Nine thousand seven hundred

#### Maintenance and repair, emergency hours: Monday – Friday 5:00 pm – 7:00 am, weekends, and holidays

Bid Price in Figures (must be total costs) \$ 13,750

Bid Price in words Thirteen thousand seven hundred and fifty

#### Parts and Materials Mark-up

Mark-up (Expressed as a percentage over cost) 20 %

### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. NH Electrical Co-Op Peter Phipps 603-536-8891
2. Chatham Hill Holesett (GE Plant) Eric Yearhe 603-666-8350
3. Portsmouth Naval Shipyard Adam Cyr 603-451-7617

### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

Contact information:

Official Entity Name	FM Generator Inc	Warranty/Guarantee	90 Days
Address	35 Route 51	FOB Information	
City, State, Zip	Condon MA 02021	Availability	24/7
E-mail Address	SStewart@fmgenerator.com	State of Incorporation	Massachusetts
Telephone Number	781-828-0026	Price holds for	90 Days
Fax Number	781-828-9391		

### Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

Joe Mitchell  
Signature

9/9/16  
Date

President  
Title

### **BID PROTESTS**

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
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FM Generator, Inc. is headquartered in Canton, MA and has offices located throughout the northeast United States. FM Generator was founded in 1970 and was incorporated in 2005. We have been providing comprehensive maintenance programs for over 40 years. We provide a variety of generator set and automatic transfer switch services to over 5,000 generator sets on a regular basis. FM Generator consists of several divisions which, when combined, comprise one of the most comprehensive generator companies in the Northeast.

Our service organization is unique in that it encompasses a large territory which is supported by remote warehouses and local technicians. The service department of FM Generator consists of approximately 40 generator set technicians who have completed a variety of training sessions on multiple generator sets and possess EGSA certifications. Our technician structure consists of maintenance technicians as well as troubleshooting technicians whose primary goal is to keep generators running and to get them up and running in the event of a failure.

One division of our service department includes fully trained repair staff for automatic transfer switch repair service and maintenance as well as replacement of transfer switches. FM Generator is one of the only companies who offers transfer switch services. Our customers find this to be a huge benefit as they do not need to call in testing companies or the transfer switch manufacturer for services.

A second division of FM Generator is our Operation Support Division; this division serves as a supporting division to our service department. It includes parts, rentals, customized repairs, and disaster recovery. The ops team regularly works hand in hand with the service managers to help them fulfill their required goals. The philosophy is that the service department services generator sets and it is the role of the ops department to give them the necessary tools and equipment to get the job done. Many of the functions below are ops related and help satisfy our customer base.

- 1) Rental generator sets and automatic transfer switches: We have in our rental inventory 30 generator sets which are used during emergencies to provide backup power to various facilities. The generators are all diesel and range from 35 KW to 500 KW.
- 2) In house radiator repair services: FM Generator has an in house radiator repair and rebuilding department which affords us the opportunity to repair and rebuild radiators in a fraction of the time it would take an OEM to ship a new radiator.
- 3) Fueling services: FM Generator has diesel fuel in our service trucks and we also have 5,000 gallons of rolling diesel fuel available twenty four hours a day.
- 4) Disaster recovery services: In the event of a disaster, FM Generator combines all its resources to deal with the disaster at hand. We have been called to support state and federal governments and communication centers around the country. Our staff has been recognized by the Massachusetts state senate and the President of the United States for our services. You can get a full picture of our disaster recovery program on our website which is located at [www.fmgenerator.com](http://www.fmgenerator.com).

We are available twenty four hours a day, seven days a week to meet our customer needs. We can be reached by telephone at 781-828-0026 or at 800-253-6617. During our business hours from 7:00 am to 3:30 pm, these calls are dispatched by our service administrators to the service technicians. The on-call manager will be able to assist you if you contact us after normal business hours. After hours, emergency calls are taken by an answering service which immediately contacts the on call manager who dispatches the call to the service technician. There are redundant systems in place to ensure that all calls are addressed and all emergency requests are handled in a timely, efficient fashion.

Trusted Power Solutions Provider Since 1970





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## Preventative Maintenance Agreement Checklist

### Generator

#### Diesel Engine

1. Change engine lubrication oil, oil filter, and fuel filter annually.
2. Check battery charging system and alternator.
3. Check engine radiator and/or city water-cooled system for leakage.
4. Check Jacket water heater.
5. Check antifreeze, analyze and advise owner.\*
6. Check all water hoses for proper pliability.\*
7. Check entire unit for fuel, oil and water leakage.
8. Adjust and/or replace fan and governor belts.\*
9. Clean and refill bath-type air cleaner.\*
10. Remove all carbon and dust deposits from generator.
11. Conduct safety shut-down check and run generator (Except fire pumps)\*  
(Check voltage, frequency, instruments and adjust carburetor and governor)
12. Submit technician report to owner and advise on additional parts/labor required.

#### Natural Gas Engine

1. Check all spark plugs annually.\*
2. Check ignition points and condenser annually.\*
3. Check distributor cap and rotor annually.\*
4. Change engine lubrication oil and oil filter annually.
5. Check battery charging system, alternator, starter, and governor.
6. Check engine radiator and/or water-cooled system for leakage.
7. Check antifreeze, analyze and advise owner.\*
8. Check all water hoses for proper pliability.\*
9. Check entire unit for fuel, oil, and water leakage.
10. Adjust and/or replace fan and governor belts.\*
11. Service battery(s); add water, posts recharge if necessary.
12. Clean and refill bath-type air cleaner.\*
13. Remove all carbon and dust deposits from generator.
14. Conduct safety shutdown check and run generator. (Except for pumps)\*  
(Check voltage, frequency, instruments and adjust carburetor and governor)
15. Submit technician report to owner and advise on additional parts/labor required.

\*Materials & labor to replace items will be additional cost to customer.

\*Oil sampling and coolant sampling on all units are not included in contract price above.

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September 12, 2016

### FM Generator Recycling Plan

FM Generator, Inc. strives to be as green as possible through the implementation of our recycling programs. Over the past five years, we have invested thousands of dollars into our recycling programs which reduce disposal waste into the environment. Enclosed please find a list of the programs we have currently in place.

- 1) All of our cardboard is stacked and sent to a recycling facility specific for cardboard.
- 2) Waste oil is processed at our facilities in Canton and West Springfield where it is permitted and used for heating fuel. Our accumulation period begins May 30<sup>th</sup> and ends October 1<sup>st</sup> at which time the oil is used in EPA approved heaters.
- 3) Batteries of all types are sent to recycling centers where they are smelted and recycled.
- 4) Oil, air, and fuel filters are punched, drained, and sent to a metal recycling facility on a weekly or biweekly basis.
- 5) Antifreeze of all types is stored and sent to a recycling facility where it is processed through reverse osmosis and converted into another type of antifreeze. (FM Generator, Inc. does not use recycled antifreeze in our products or services)
- 6) Wooden pallets are sent to a pallet recycler and any odd pallets which are designed for one time use or damaged pallets are cut and used as firewood for anyone who needs it.
- 7) White paper is recycled through a recycling center.
- 8) Electronic components, printed circuit boards, aluminum, and metal are sent to the appropriate recycling centers.
- 9) Generator sets, automatic transfer switches, electrical wire, and radiators are separated, processed, and sent to recycling centers.
- 10) All of the water used to clean generators, wash trucks and rags, and any component that needs to be washed is done so by using well water specifically designated for that purpose. This reduces the amount of drinking water that is used for cleaning in our facility. The waste is processed through normal processes. Well water is also used for mixing coolant and other materials that require water. This is done by filtering the water and deionizing the water through an elaborate filtering system.
- 11) Plastic, specifically numbers 1, 2, 5, and 8, are sent to recycling centers.

These combined recycling efforts have enabled FM Generator, Inc. to reduce solid waste disposal from 273 tons a year to 68.16 tons per year. The solid waste is sent to a trash waste to energy facility where it is used to generate electricity.

On a basic PM Service, the only required materials which would be deemed trash are wrappers from filters, rags, and a pair of technician latex gloves. All other components are recycled as listed above.

Trusted Power Solutions Provider Since 1970





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#### **Michael Molway (1984) – Majority Owner and Director**

Mike was instrumental in developing the business we now know as FM Generator, mainly through his role in product sales and service account development. Mike is the registered Director of the Corporation. Mike is involved in all aspects of the company, with a focus on the Operations, Parts, and Business Development teams. He oversees the quoting process for product and service quotes. Mike also oversees our facility maintenance program.

#### **Training and Certifications**

Certified Powered Industrial Truck Operator  
Certified Forklift Operator  
Substance Abuse Training for Supervisors

#### **Steve Belcher (2007) – Special Accounts Project Manager**

Steve served as the Verizon Wireless New England Account Manager from 2007-2012, given his extensive background in the Telecommunications, HVAC, and Facility Management industries. Steve is also a licensed electrician. For that account, he oversaw all HVAC and generator warranty subcontractors. He created procedures and technical recommendations for the VZW NE account which carried over into our standard business practices. Steve is a great technical resource and is currently assisting with a variety of roles in the company. He is spearheading the Residential Generator program development, and getting involved with product sales and business development efforts.

#### **Training and Certifications**

Massachusetts Licensed Electrician  
Farris State University – Certified for Refrigerant handling and recovery  
New England Water Works – Certified Back Flow Inspector

#### **Building Owners and Management Institute**

- Design, Operation & Maintenance of Building Systems
- Parts 1 & 2 Law for Property Managers
- Environmental Health & Safety Ethics

#### **Building Technical Training Center certified in:**

- Fire Detection systems
- Boilers and controls
- Building automation systems
- Air distribution and balancing
- Chiller Maintenance
- Advanced HVAC
- Maintenance welding

#### **William Sullivan (2000) – Operations Support Project Manager**

Starting as our Service Manager in 2000, Billy now manages installation work and other large-scale projects. He is also the Senior Member of our Disaster Recovery Team and an excellent technical resource. Billy currently oversees MTU warranty claim submission and can be a resource for generator rental needs. Billy has received extensive training upon

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being hired and in his thirteen years of service at FM Generator. He has become an expert in the field of emergency generator installations, repairs, and maintenance. He continues his on-the-job knowledge gathering but also has completed product training courses.

#### Training and Certifications

MTU Gen II University

Vermont Fire Prevention Division

OSHA 10 Certified

American Trainco -- Basic Electricity for Non-Electrician

Certified Powered Industrial Truck Operator

Powered Industrial Trucks - Fork Lift Training Certificate

#### Roy Sassi (2010) – Operations Support Field Technician

Roy is involved in general operations support including technical assistance to the Service Department, and performing high-level & large-scale projects. Roy is a technical expert involved in large projects such as engine and generator rebuilds and complex installations. Roy has been a trainer and mentor to our less experienced technicians, and can be called upon to perform Quality Control Inspections.

#### Training and Certifications

Woodward System Training L-Series and DPG

Vermont Division of Fire Safety

Andrew Schwartz Advanced Managers Course

Compressor School of Repair Ingersoll Rand

Joy Emglo Hoist & Crain repair, Lifting & Rigging

CI & CB Certification Crane Inspections

Forklift Certified

OSHA Trained in Lock Out/Tag Out

PPE & Workplace violence

Forklift Safety, Cranes and Slings, Compressed Gasses

Welding Safety

Fall Protection and Ladder Safety

Respiratory Air Quality

Hot Works

HAS Com

Blood Borne Pathogens

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**  
Resolution #-2016/2017-10  
Relating to HVAC Maintenance Services

WHEREAS, The Town of Newmarket solicited proposals for HVAC Maintenance Services, and

WHEREAS, the five companies submitted proposals, and

WHEREAS, the cost proposals were as follows:

	Thermo Dynamics Inc.	Dowling	Mechanical Services, Inc.	Granite State Plumbing & Heating, LLC	Siemens
Town Hall	2,190.00	2,596.00	3,168.00	3,122.00	5,323.00
Community Center	1,060.00	920.00	793.00	1,386.00	1,829.00
Police Station	1,010.00	792.00	924.00	1,840.00	2,659.00
DPW/Fire	1,170.00	1,536.00	2,554.00	3,712.00	6,764.00
Library	1,350.00	1,812.00	1,778.00	2,350.00	3,324.00
Sunrise Senior Center	535.00	800.00	953.00	876.00	1,724.00
Sewer Plant	300.00	284.00	194.00	780.00	
Water Plant	595.00	584.00	582.00	872.00	
	8,210.00	9,324.00	10,946.00	14,938.00	21,623.00
Rates:					
			80/100		
Technician	85.00	90.00	Reg/OT	90.00	117.00
Helper	70.00	85.00	N/A	65.00	N/A
Markup	30% List		20%	30%	15%

Bidder

WHEREAS, Thermo Dynamics, Inc. was the low-cost bidder.

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council does authorize the Town Administrator to enter into a one-year agreement with Thermo Dynamics, Inc. for HVAC Maintenance Services.

*First Reading:           October 19, 2016*

*Second Reading:       November 2, 2016*

*Approval:*

Approved: \_\_\_\_\_

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_

Terri Littlefield, Town Clerk





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

TEL: (603) 659-3617  
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** October 12, 2016

**TITLE:** Resolution #2016/2017-10 HVAC Services - Recommendation for HVAC Services RFP.

**PREPARED BY:** Matthew Angell,

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

[The Town Administrator will review the proposal and comment on the resolution]

**BACKGROUND:** Every other year, the Town issues an RFP for HVAC services for Town owned buildings, which include preventative maintenance and emergency repairs when needed. Typically, we solicit proposals for a multi-year contract. However, I felt that a one-year contract is in the best interest of the Town. My feeling is based upon

**Process:** We issued a public notice that was posted in a local newspaper, we posted the RFP on the Town's website, and we e-mailed six potential vendors.

**Results:** We received five proposals.

**DISCUSSION:** Thermo Dynamics has been our vendor for many years and is the low cost bidder. I questioned several Department Heads as to Thermo Dynamic's performance and found their performance was satisfactory.

**FISCAL IMPACT:** Their proposal is within our appropriation.

**RECOMMENDATION:** I recommend the Town Council approve Thermo Dynamics as our HVAC service provider and authorize the Town Administrator to enter into a one-year contract.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

STAFF REPORT

# H.V.A.C. Service Contract

*for*

**Town of Newmarket**

*Newmarket, New Hampshire*

*Prepared by:*



**THERMO DYNAMICS INCORPORATED**

43 Dow Highway, P.O. Box 608

Eliot, ME 03903

Phone 207.439.5049 Fax 207.439.5063

# THERMO DYNAMICS INCORPORATED

43 Harold L. Dow Highway, Route 236  
P.O. Box 608  
Elliot, ME 03903-0608

Phone: 207.439.5049

Fax: 207.439.5063

## PROPOSAL FORM

### Bid #17-0009 HVAC Services

To the Town of Newmarket, New Hampshire, herein called the Owner.

The Undersigned, Thermo Dynamics, herein known as Bidder, declares as follows:

1. All Interested In the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

#### Town Hall:

Bid Price In Figures: \$2,190.00  
Bid Price In Words: Two thousand one hundred ninety dollars

#### Community Center:

Bid Price In Figures: \$1,060.00  
Bid Price In Words: One thousand sixty dollars

#### Police Station:

Bid Price In Figures: \$1,010.00  
Bid Price In Words: One thousand ten dollars

#### Public Works/Fire & Rescue Facility:

Bid Price In Figures: \$1,170.00  
Bid Price In Words: One thousand one hundred seventy dollars

#### Library:

Bid Price In Figures: \$1,350.00  
Bid Price In Words: One thousand three hundred fifty dollars

#### Sunrise Senior Center:

Bid Price In Figures: \$535.00  
Bid Price In Words: Five hundred thirty five dollars

#### Sewer Plant:

Bid Price In Figures: \$ 300.00  
Bid Price In Words: Three hundred dollars

#### Water Plant:

Bid Price In Figures: \$ 595.00  
Bid Price In Words: Five hundred ninety five dollars



*"New England's #1 Chiller Service Group."*  
*Thermo Dynamics, Inc. is a Veteran Owned Small Business.*



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43 Harold L. Dow Highway, Route 236  
P.O. Box 608  
Elliot, ME 03903-0608

Phone: 207.439.5049

Fax: 207.439.5063

Rates for labor and materials not covered in the annual maintenance agreement:

1. Technician \$ 85. / Hour
2. Helper \$ 70. / Hour
3. Materials Mark-up (Expressed as a percent over cost) 30%

## Other Questions:

- How many years have you been engaged in the HVAC business under your present name? 24 years.
- Have you failed within the last seven years to complete any work awarded to you? No.  
If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? No.  
If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? No.  
If yes, where and why? (attach explanation)

## References:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. <u>Frisbie Memorial Hospital,</u>  | <u>Shawn George 603.335.8427</u>  |
| 2. <u>Hutchinson Sealing Systems,</u> | <u>Tim Molinero, 603.765.9443</u> |
| 3. <u>Highliner Foods,</u>            | <u>Brian Lytle, 603.319.5670</u>  |



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# THERMO DYNAMICS INCORPORATED

43 Harold L. Dow Highway, Route 236

P.O. Box 608

Eliot, ME 03903-0608

Phone: 207.439.5049

Fax: 207.439.5063

## CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

### Contact Information:

Official Entity Name: Thermo Dynamics, Inc.  
Address: 43 Dow Highway, Route 236; P.O. Box 608; Eliot, ME 03903-0608  
Warranty/Guarantee: 90 days on labor. Manufacturer's Warranty on Parts.  
FOB Information: Prepaid and Add  
Availability: Office Hours: 8 a.m. - 4:30 pm Monday-Thursday, 8 a.m. - 4:00 pm Friday.  
Technicians available 24hours.  
Email: Service, thermoservice@comcast.net  
Accounting: carlenethermo@comcast.net  
Telephone: 207.439.5049 Fax: 207.439.5063  
State of Incorporation: Maine EIN: 01-0471598

### Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

The Town reserves the right to request Bidder's last Financial Statements. Certified audited statements, if available, prepared by an independent Certified Public Accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Internal statements may be used only if audited financial statements were not prepared.

  
Signature

10/10/16  
Date

President  
Title



"New England's #1 Chiller Service Group."  
Thermo Dynamics, Inc. is a Veteran Owned Small Business.

## COMPANY PROFILE

### THERMO DYNAMICS, INC.

43 Dow Highway, Route 236

P.O. Box 608

Eliot, ME 03903

Phone 207.439.5049

Fax 207.439.5063

#### Management

##### *Frank Fortunato, President*

Frank has over 40 years experience on the Commercial/Industrial HVAC Industry. Mr. Fortunato is a Service Disabled Veteran and Thermo Dynamics is a Certified Service Disabled Veteran Owned Small Business. He is a true hands-on manager, often performing service himself. He started Thermo Dynamics in 1991, working out of his garage. In 25 years, Thermo Dynamics has grown to 8 +/- employees, with sales at the end of the 2014 and 2015 fiscal years being in excess of \$3.9 million each.

##### *Carlene Lund, Office Manager*

Carlene has over 18 years experience in the HVAC industry. She has been with Thermo Dynamics since August, 2000. She is responsible for all areas of human resources and bookkeeping; including but not limited to accounts receivable, accounts payable, payroll, taxes, insurance and company financials. Carlene has dealt with many government jobs; i.e. Davis-Bacon Wages, Certified Payroll. She handles all government invoicing; utilizing the VIS on-line invoicing system, as well as OB10/Tungsten.

##### *Jessica Fortunato, Service Coordinator*

Jessica has been with Thermo Dynamics since September, 2007. She orders and tracks parts and schedules service calls, and planned maintenance visits.

##### *Janice Fortunato, Safety Officer*

Janice has served as the Safety Officer for Thermo Dynamics since July, 2009. She organizes and facilitates monthly safety meetings, tracks license renewals, corresponds with independent training companies to schedule customized trainings on various topics and verifies new employees have or receive OSHA 30 Certification and the necessary training.

#### Financial/ Capability

TIN/BIN 01-0471598

D & B #79-009-9956

Cage/Ncage Code -09282

Website: [www.thermodynamicsinc.net](http://www.thermodynamicsinc.net)

SAM- Updated September 2016

VetBiz - Updated March, 2015, Valid through April 2017

VETS-100 - Updated November, 2015

#### Call Center

Our office phone lines are answered 24 hours a day, and the phone numbers are 207-439-5049 and 800-676-9979.

Our office is staffed Monday through Friday, 8 a.m. to 4:30 p.m.

After hours we have an automated system that takes messages and pages the on-call technicians. Once the technician has received the page, he calls the system and retrieves the message. Several technicians are on-call simultaneously.

#### Safety Plan

Thermo Dynamics' employees have completed the 30-hour OSHA Construction Safety Training course. We follow all EPA Guidelines for refrigerant management, hazardous materials handling procedures and utilize Safety Data Sheets.





## COMPANY PROFILE

### THERMO DYNAMICS, INC.

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P.O. Box 608  
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Fax 207.439.5063

#### Technical Capabilities

Thermo Dynamics employs the following technicians:

##### *Frank Fortunato*

25 years – President of Thermo Dynamics, Inc. – Commercial/Industrial HVAC Contracting  
12 years – Technician & Supervisor for New England Trane, Boston, MA  
2 year diploma from S.U.N.Y at Farmingdale, NY – HVAC Technician  
25+ years – MA Refrigeration Technician's License  
15+ years – MA Refrigeration Contractor's License  
EPA Universal Refrigerant License  
Completed OSHA 30-hour Construction Safety Training Course  
Multiple Trane Factory Chiller Training Certificates  
Member of ASHRAE  
NATE Certified  
New Hampshire Gas License  
Maine Propane & Natural Gas Appliance Connection & Service Technician License

##### *Andrew Fortunato*

Associates Degree in Applied Science, Heating & Air Conditioning  
10+ years HVAC Technician  
ME Gas Fitters License  
ME Propane & Natural Gas Appliance Connection & Service Technician License  
MA HVACR Technician License  
EPA Universal Refrigerant License  
Completed Several Factory & Manufacturers Training Courses; incl. Trane Chillers, York Chillers, Carrier Chillers, Liebert & Daikin  
Completed OSHA 30-hour Construction Safety Training Course

##### *Nathan Goodhile*

28+ years HVAC Technician  
EPA Universal Refrigerant License  
ME Propane & Natural Gas License  
NH Gas Fitters License  
Completed OSHA 30-hour Construction Safety Training Course

##### *Kris Snowden*

22+ years HVAC Technician  
EPA Universal Refrigerant License  
Completed Several Manufacturers Training Courses  
NH Gas Fitters License

##### *Nicholas Pratt*

Apprentice in Training  
Completed OSHA 30-hour Construction Safety Training Course  
ME Propane & Natural Gas License  
Copeland Compressor Training  
Certified Field Balancer  
Certified Vibration Analyzer



## COMPANY PROFILE

### THERMO DYNAMICS, INC.

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Phone 207.439.5049

Fax 207.439.5063

#### Technical References

##### VA Boston Healthcare System - Brockton, MA

- 2013- Present - Project 523A5-12-306, Electrical Upgrades, Phase 3  
Contract Value: \$ 5,232,023.  
Richard Michaud -774-826-8640

##### VA Boston Healthcare System - West Roxbury, MA

- 2014 - Project 523-13-004, MPD Transformer  
Contract Value: \$58,406.  
John Cullen - 857-203-6694

- 2013 - Project 523A4-12-009, Telephone Room AC  
Contract Value: \$120,068.  
John Cullen - 857-203-6694

##### VA Boston Healthcare System - Jamaica Plains, MA

On Site Contact: Dan Willis - 857-364-5412

- 2013 - Project 523JP-12-007,  
1C HVAC Upgrades, Phase 2  
Contract Value: \$107,977.
- 2013 - Project 523JP-12-006,  
10D HVAC Upgrades  
Contract Value: \$176,403.
- 2012 - Project 523JP-11-10,  
AHU Upgrades, 1B  
Contract Value: \$337,639,
  - 2006 -2009 - Project V00241P-00540 - Full HVAC Service & Maintenance Contract, Chiller retrofit, Cooling Tower Service, misc. service and troubleshooting.
  - 2008 - Contract VA241-C-0755; P.O.# 523-C87018 - Computer Room Liebert Unit Installation  
Contract Value: \$114,489.
- 2012 - Project 523JP-11-03,  
Oncology AHU Upgrades  
Contract Value: \$223,415.
- 2012 - Project 523JP-11-05,  
Pathology AHU Upgrades  
Contract Value: \$278,336.
- 2012 - Project 523JP-11-11,  
HVA Upgrades, 1C  
Contract Value: \$229,722.

##### Rockingham County Engineering & Maintenance - Brentwood, NH

- 2014/2016 Rockingham County Jail - HVAC Upgrades  
Contract Value: \$1,425,558.  
Jude Gates - 603-679-2256
- 2012/2013 Rockingham County Nursing Home - HVAC Upgrades  
Contract Value: \$132,940.  
Jude Gates - 603-679-2256

##### Poland Springs - Hollis, ME

- Chiller services & Service Contract  
Chris Wasson @ AAA Energy -207-883-1473

##### Frisbie Memorial Hospital - Rochester, NH

- Chiller & Full HVAC Service Contracts, various HVAC repairs  
Shawn George - 603-335-8427

##### Dartmouth College - Hanover, NH

- Chiller overhauls, various chiller, Cooling Tower and other HVAC services
- 2016-2020 HVAC Repair and Service Contract  
Greg Poretto - 603-646-2485

##### IBM - Littleton, MA

- Various H.V.A.C.R. service & installations, Cooling Tower service, repair and maintenance and Service Contract  
Dan Hurley - 978-899-2106







Town of Newmarket  
Matthew Angell

Interim Finance Director  
Town Hall  
186 Main Street  
Newmarket, NH 03857



603-659-3617 \*1304

603-659-3351 (fax)

MAngell@newmarketnh.gov

**Request for Proposal #17-0009**

**HVAC Services**

You are cordially invited to submit a Bid for HVAC Services in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0009 – HVAC Services

Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by October 11<sup>th</sup> at 2:00 pm EST

Matthew Angell,  
Interim Finance Director

**Town of Newmarket**  
**Request for Bid – HVAC Services**  
**Number – 17-0009**

**1. Introduction**

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of HVAC Services to be administered to the Town of Newmarket for two heating seasons ending June 30, 2018. Please note that the Library reserves the right to reject any or all proposals and select a vendor of their sole choosing.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

The Town of Newmarket reserves the right to accept and/or reject any or all proposals; to award the proposal to other than the low bidder if deemed most advantageous to the Town and to waive defects and informalities in proposals.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town Council on the October 19<sup>th</sup> meeting and obtain approval on November 2<sup>nd</sup>.

**Insurance**

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

**Commitments**

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

### **Compliance With Laws**

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

### **Questions**

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3093 or rmalasky@NewmarketNH.gov.

## **3. Project Requirements**

### **a. Responsibilities**

- i. The contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision and transportation to perform HVAC maintenance and repair services as specifically outlined in this section.
- ii. The Director of Public Works or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Public Works shall notify the contractor. Notification may be verbal or written. The contractor will rectify the deficiency within 24 hours.
- iii. The contractor shall establish a semi-annual (spring and fall) maintenance schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the Town and contractor. The contractor or his/her employees shall not remove or consume any property belonging to the Town of Newmarket or its employees. This includes any articles that may be deposited for disposal in trash receptacles.
- iv. The contractor and his/her employees may not use Town of Newmarket property, including telephones, for personal use unless given permission by an authorized Town representative.
- v. Smoking shall not be permitted in any Town of Newmarket buildings or grounds.
- vi. The contractor shall report any damage or potential hazard involving municipal property immediately to the Director of Public Works during normal business hours.
- vii. Incidents, altercations or accidents involving building visitors, contractor's employees or Town of Newmarket employees shall be reported to the Director of Public Works in a timely manner. The Director of Public Works, at his/her discretion, may require a written report from the contractor describing the incident or accident.

### **b. Equipment and Supplies**

- i. The contractor shall furnish all tools, materials, supplies, vehicles, and equipment to perform HVAC maintenance services. The contractor is not



permitted to use any Town-owned tools, materials, supplies, vehicles and equipment.

c. Waste/Materials Disposal

- i. The contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Town of Newmarket property or any property contiguous thereto.
- ii. The contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions that he/she performs. The contractor holds the Town of Newmarket faultless and free from liability for any and all damages and costs incurred as a result of the contractor's actions.
- iii. It shall be the responsibility of the contractor to pay all fees and costs incurred in the disposal of waste materials.

d. Semi-Annual Preventative Maintenance shall include the following items listed below. At the conclusion of each season's work, provide a written report to the Director of Public Works, including any areas of concerns.

i. Spring Air Conditioning:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
- Check belt condition, tightness and alignment and change one time per year
- Check refrigerant charges
- Clean condenser coil
- Clean evaporator coil
- Lubricate condenser, evaporator, compressor, and pump motors (oil/grease bearings)
- Clean fan blades and check for balance and alignment
- Inspect and tighten all electrical connections
- Start air conditioner and check voltage
- Start air conditioner and check amperage
- Clear all condensate drains and drain pans
- Test safety controls and thermostats
- Inspect start run capacitors and relay
- Check vibration and noise levels
- Inspect doors for alignment and sealing
- Check moisture indicator
- Inspect for and repair bent fins on heat exchangers
- Check tubing for vibration and distortion
- Inspect and calibrate damper linkages and motors
- Check economizer for proper operation
- Check megohmmeter reading of compressor when needed

ii. Fall Heat:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change

- Check belt condition, tightness, and alignment and adjust as needed
- Inspect heat exchangers for cracks
- Clean burners and burner tubes
- Check thermocouples
- Verify fan switch operation
- Inspect pilot flame and adjust
- Test burner safety controls
- Inspect gas lines and shut-off
- Check combustion air inlets
- Clean flue pipes
- Calibrate thermostats
- Check fusible links and limit disc.
- Calibrate fuel/air ratio
- Test all limit switches
- Lubricate induced draft motor
- Check outdoor air thermostats and economizer operation
- Measure for proper TD across heat exchangers
- Verify proper gas pressure if applicable
- Check crankcase heater for proper operation
- Inspect and tighten all electrical connections

e. Locations and Equipment List:

Town Hall:

Make	Model
(2) Weil Mclain (W/ Beckett Burners)	576
(2) Circulator Pump	S55JXDYO-2680
Trane	G-45249021
Trane	TWE030C140A0
Trane	G36295996
Trane	TWE030C140A0
Trane	TWE030C140A0
Carrier	G21253618
Trane	TWE030C140A0
Trane	G46255077
(2) Mitsubishi	MSZ-GE24NA
(2) Mitsubishi	MX25C42NA
Carrier	38TK048350
USM	USM348AP
Lenox	H529-461-2P

Make	Model
USM	48MBXR-4HW
USM	48MBXR-4HW
Lenox	HS29-461-2P
USM	USM348AP
Lenox	HS29-461-2P

Community Center:

Make	Model
Sterling	QVED-350
Sterling	QVED-400
Trane	TTR048D100A1
Trane	TTR060D100A0
Reznor	HXE125-8-SE
Trane	2TTB3060A1000CA

Police Department

Make	Model
Sanyo	Cooling unit
Sanyo	GL1872
Sanyo	CH1251
Sanyo	Cooling unit
Panasonic	CU-E24NKUA
Panasonic	Cooling unit
Trane	XE 80
Trane	TTR060C100A2
Trane	XE 80
Trane	TTR060C100A2
Bryant	561C50244D
Bryant	CK3BXA024000ABAA
Dayton Electric	3E241B



Sunrise Sr. Center

Make	Model
Bard	Cooling unit
Bard	30UACSA
Mitsubishi	Cooling unit
Mitsubishi	MSY-D30NA
Knight	Wall Mounted Boiler
Gas hotwater floor heater	
RenewAlre	EV70

Public Works/ Fire Rescue Facility:

Make	Model
Bryant	580FPV060115ABGA
Bryant	580FPV103180AA
Bryant	
Modine	HDG500TMRLP4D3GS1HP00
(4) Exhaust Fans w/ CO2 Control	

Library:

Make	Model
(3) Trane	Heating/Cooling Wall Unit
Trane	4TTR4060L1000AA
Trane	4TTR4060L1000AA
Trane	Wall Unit
Trane	4TTR4060L1000AA
Trane	4TTR4060L1000AA
Peerless	LC-07-W/S
Circulator Pump	

Sewer Plant:

Make	Model
Well-McLain	BGL-692WF

Water Plant:

Make	Model
Weil-McLain	BGL-692WF
Weil-McLain	
Sanyo	KS3012W
Sanyo	C2012
Modine - Hot Dawg	3H037216
Modine - Hot Dawg	3H037216

#### 4. Selection

Vendor selection shall be based on possession of necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed of required time of completion or performance, and possession of a satisfactory record of performance as well as costs.

## PROPOSAL FORM

### HVAC Services

To the Town of Newmarket, New Hampshire, herein called the Owner.

The Undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

#### \* Town Hall:

Bid Price in Figures: \$ 5,192.<sup>00</sup> (2,596.<sup>00</sup> per year)  
Bid Price in Words: Five thousand one hundred ninety two

#### Community Center:

Bid Price in Figures: \$ 1,840.<sup>00</sup> (920.<sup>00</sup> per year)  
Bid Price in Words: One thousand eight hundred forty

#### Police Station:

Bid Price in Figures: \$ 1,584.<sup>00</sup> (792.<sup>00</sup> per year)  
Bid Price in Words: One thousand five hundred eighty four

#### \*\* Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ 3,072.<sup>00</sup> (1,536.<sup>00</sup> per year)  
Bid Price in Words: Three thousand seventy two

#### Library:

Bid Price in Figures: \$ 3,624 (1,812.<sup>00</sup> per year)  
Bid Price in Words: Three thousand six hundred twenty four

\*\* Includes four Bryant Rooftop units vs. 3 listed

\* Assumes eight split system A/C's (4 Trane, 1 Carrier, 3 Lennox), 2 boilers, 2 pumps, 2 Mitsubishi



Sunrise Center: \$1,600<sup>00</sup> (800<sup>00</sup> per year) one thousand six hundred  
 (Five hundred sixty eight) Sewer plant: \$568<sup>00</sup> (284<sup>00</sup> per year) \* Assumes gas vs. oil boiler  
 (one thousand six hundred - sixty eight) Water Plant: \$1,168<sup>00</sup> (584<sup>00</sup> per year) \* Assumes gas boiler vs. oil  
 Rates for labor and materials not covered in the annual maintenance agreement: oil additional

1. Technician \$ 90<sup>00</sup> /Hour
2. Helper \$ 85<sup>00</sup> /Hour
3. Materials Mark-up (Expressed as a percent over cost)  
 Trade Services List %

#### OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 52
- Have you failed within the last seven years to complete any work awarded to you? no. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? no. If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? no. If yes, where and why? (attach explanation)

#### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. Stratham Town Offices Paul Descharnes (603) 772-4741
2. Lane Library Hampton Amanda Reynolds-Cooper (603) 926-3368
3. Exeter Library Hope Godino (603) 772-3101

#### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

#### Contact Information:

Official Firm Name	Dowling Corp.	Warranty/Guarantee	
Address	112 Heritage Ave.	DOB Information	To Newmarket
City/State/Zip	Portsmouth, NH 03801	Availability	

Email Address	bob@clawlingcorp.com	State of Incorporation	NH
Telephone Number	603-433-1311	Price holds for	90 Days
Fax Number	603-430-4440		

### Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

The Town reserves the right to request Bidder's last Financial Statements. Certified audited statements, if available, prepared by an independent Certified Public Accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Internal statements may be used only if audited financial statements were not prepared.

Bob Marshall

Signature

10/11/16

Date

Sales Manager

Title

### BID PROTESTS

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a compliant with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.



### BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the Town;" to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is the customer of the Town of Newmarket to pay its bills within 20 – 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
6. **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Newmarket reserves the right to request proof of payment to subcontractors by the general contractor prior to making final payment to the general contractor.
7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

9. BID RESULTS: The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to Town Hall after a bid opening and asking to look through the file.

Town of Newmarket  
Matthew Angell

Interim Finance Director  
Town Hall  
186 Main Street  
Newmarket, NH 03857



603-659-3617 \*1304

603-659-3351 (fax)

MAngell@newmarketnh.gov

**Request for Proposal #17-0009**

**HVAC Services**

You are cordially invited to submit a Bid for HVAC Services in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

**BID #17-0009 – HVAC Services**

Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by October 11<sup>th</sup> at 2:00 pm EST

Matthew Angell,  
Interim Finance Director



**Town of Newmarket**  
**Request for Bid – HVAC Services**  
**Number – 17-0009**

**1. Introduction**

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of HVAC Services to be administered to the Town of Newmarket for two heating seasons ending June 30, 2018. Please note that the Library reserves the right to reject any or all proposals and select a vendor of their sole choosing.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement Information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

The Town of Newmarket reserves the right to accept and/or reject any or all proposals; to award the proposal to other than the low bidder if deemed most advantageous to the Town and to waive defects and informalities in proposals.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town Council on the October 19<sup>th</sup> meeting and obtain approval on November 2<sup>nd</sup>.

**Insurance**

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

**Commitments**

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

### **Compliance With Laws**

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

### **Questions**

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3093 or rmalasky@NewmarketNH.gov.

## **3. Project Requirements**

### **a. Responsibilities**

- i. The contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision and transportation to perform HVAC maintenance and repair services as specifically outlined in this section.
- ii. The Director of Public Works or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Public Works shall notify the contractor. Notification may be verbal or written. The contractor will rectify the deficiency within 24 hours.
- iii. The contractor shall establish a semi-annual (spring and fall) maintenance schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the Town and contractor. The contractor or his/her employees shall not remove or consume any property belonging to the Town of Newmarket or its employees. This includes any articles that may be deposited for disposal in trash receptacles.
- iv. The contractor and his/her employees may not use Town of Newmarket property, including telephones, for personal use unless given permission by an authorized Town representative.
- v. Smoking shall not be permitted in any Town of Newmarket buildings or grounds.
- vi. The contractor shall report any damage or potential hazard involving municipal property immediately to the Director of Public Works during normal business hours.
- vii. Incidents, altercations or accidents involving building visitors, contractor's employees or Town of Newmarket employees shall be reported to the Director of Public Works in a timely manner. The Director of Public Works, at his/her discretion, may require a written report from the contractor describing the incident or accident.

### **b. Equipment and Supplies**

- i. The contractor shall furnish all tools, materials, supplies, vehicles, and equipment to perform HVAC maintenance services. The contractor is not



permitted to use any Town-owned tools, materials, supplies, vehicles and equipment.

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- i. The contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Town of Newmarket property or any property contiguous thereto.
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- iii. It shall be the responsibility of the contractor to pay all fees and costs incurred in the disposal of waste materials.

d. Semi-Annual Preventative Maintenance shall include the following items listed below. At the conclusion of each season's work, provide a written report to the Director of Public Works, including any areas of concerns.

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- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
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- Clean fan blades and check for balance and alignment
- Inspect and tighten all electrical connections
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- Test safety controls and thermostats
- Inspect start run capacitors and relay
- Check vibration and noise levels
- Inspect doors for alignment and sealing
- Check moisture indicator
- Inspect for and repair bent fins on heat exchangers
- Check tubing for vibration and distortion
- Inspect and calibrate damper linkages and motors
- Check economizer for proper operation
- Check megohmmeter reading of compressor when needed

ii. Fall Heat:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change



- Check belt condition, tightness, and alignment and adjust as needed
- Inspect heat exchangers for cracks
- Clean burners and burner tubes
- Check thermocouples
- Verify fan switch operation
- Inspect pilot flame and adjust
- Test burner safety controls
- Inspect gas lines and shut-off
- Check combustion air inlets
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- Check fusible links and limit disc.
- Calibrate fuel/air ratio
- Test all limit switches
- Lubricate induced draft motor
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- Measure for proper TD across heat exchangers
- Verify proper gas pressure if applicable
- Check crankcase heater for proper operation
- Inspect and tighten all electrical connections

e. Locations and Equipment List:

Town Hall:

Make	Model
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Trane	G36295996
Trane	TWE030C140A0
Trane	TWE030C140A0
Carrier	G21253618
Trane	TWE030C140A0
Trane	G46255077
(2) Mitsubishi	MSZ-GE24NA
(2) Mitsubishi	MX25C42NA
Carrier	38TK048350
USM	USM348AP
Lenox	H529-461-2P

Make	Model
USM	48MBXR-4HW
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Make	Model
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Trane	2TTB3060A1000CA

Police Department

Make	Model
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Sanyo	GL1872
Sanyo	CH1251
Sanyo	Cooling unit
Panasonic	CU-E24NKUA
Panasonic	Cooling unit
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Trane	TTR060C100A2
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Mitsubishi	MSY-D30NA
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Gas hotwater floor heater	
RenewAire	EV70

Public Works/ Fire Rescue Facility:

Make	Model
Bryant	580FPV060115ABGA
Bryant	580FPV103180AA
Bryant	
Modine	HDG500TMRLP4D3GS1HP00
(4) Exhaust Fans w/ CO2 Control	

Library:

Make	Model
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Trane	Wall Unit
Trane	4TTR4060L1000AA
Trane	4TTR4060L1000AA
Peerless	LC-07-W/S
Circulator Pump	

Sewer Plant:

Make	Model
Weil-McLain	BGL-692WF



Water Plant:

Make	Model
Well-McLain	BGL-692WF
Well-McLain	
Sanyo	KS3012W
Sanyo	C2012
Modine - Hot Dawg	3H037216
Modine - Hot Dawg	3H037216

**4. Selection**

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4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

#### Town Hall:

Bid Price in Figures: \$ 3,122.00

Bid Price in Words: Three Thousand One Hundred Thirty-Two Dollars <sup>00</sup>/<sub>100</sub>

#### Community Center:

Bid Price in Figures: \$ 1,386.00

Bid Price in Words: One Thousand Three Hundred Eighty-Six Dollars <sup>00</sup>/<sub>100</sub>

#### Police Station:

Bid Price in Figures: \$ 1,840.00

Bid Price in Words: One Thousand Eight Hundred Forty Dollars <sup>00</sup>/<sub>100</sub>

#### Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ 3,712.00

Bid Price in Words: Three Thousand Seven Hundred Twelve Dollars <sup>00</sup>/<sub>100</sub>

#### Library:

Bid Price in Figures: \$ 2,350.00

Bid Price in Words: Two Thousand Three Hundred Fifty Dollars <sup>00</sup>/<sub>100</sub>

Rates for labor and materials not covered in the annual maintenance agreement:

1. Technician \$ 90.00 /Hour
2. Helper \$ 65.00 /Hour
3. Materials Mark-up (Expressed as a percent over cost)  
30 %

#### OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 33
- Have you failed within the last seven years to complete any work awarded to you? No. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? No. If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? No. If yes, where and why? (attach explanation)

#### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. Frost Robert Mitchell-Hartson (603-666-3906) office ext. 330
2. Foxfire Management Paul Cole (603-228-2151) office
3. Colliers International Brad Abel (603-206-9629) office

#### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

##### Contact information:

Official Entity Name	<u>Granite State Plumbing &amp; Heating LLC</u>	Warranty/Guarantee	<u>—</u>
Address	<u>10 N. Riverdale Rd.</u>	FOB Information	<u>—</u>
City, State, Zip	<u>Weare, NH 03281</u>	Availability	<u>—</u>



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No. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? No. If yes, where and why? (attach explanation)
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City, State, Zip	<u>Weare, NH 03281</u>	Availability	<u>—</u>

### BID PROTESTS

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a complaint with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.

### BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the Town;" to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is the customer of the Town of Newmarket to pay its bills within 20 – 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
6. **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Newmarket reserves the right to request proof of payment to subcontractors by the general contractor prior to making final payment to the general contractor.
7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

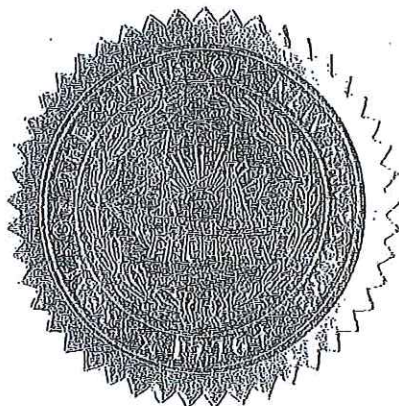


9. BID RESULTS: The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to Town Hall after a bid opening and asking to look through the file.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE PLUMBING & HEATING, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on August 31, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of March, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

October 7, 2016

**Town of Newmarket**

Attn: Mr. Mathew Angel, Interim Finance Director  
Town Hall  
186 Main Street  
Newmarket, NH 03857

Subject: HVAC Services Bid # 17-0009

Dear Mr. Angel:

For 59 years Mechanical Services has been a leader in HVAC service for municipal & school buildings in Maine and New Hampshire. We have excellent response times for service calls and extremely competitive rates.

As an ecological minded corporation we strive to keep buildings running at their peak efficiencies. We have fully licensed techs that are trained in finding ways to save customers energy and money.

The service we provide to the Town of Newmarket is directed from our office in Portland. In my Quote you will not be charged travel for the services requested in the bid.

Mechanical Services has a control division called Maine Controls that supports Schneider building controls. We can provide support for Barber Colman, Invensys, and TAC controls that are now owned by Schneider.

Our techs use an electronic service report system to quickly get information to customers for their information on the status of their service. The iPad system also includes history of the site for better troubleshooting and tracking trends.

I am also very proud to highlight our safety record. Last year we surpassed 1,000,000 hours without a lost-time Worker's Comp injury. I am available to answer any questions you may have, or to discuss this proposal in more detail. Please do not hesitate to contact me. Again, thank you very much for your business.

Mechanical Services, Inc. is in no way connected with any other person bidding this work.  
Sincerely,

---

Tim Phair  
Customer Service Representative  
Ph: 207-774-1531 Fax: 207-553-2865  
E-mail: [tphair@mechanicalservices.com](mailto:tphair@mechanicalservices.com)



I have put together prices for all sites listed to the specifications listed on pages 3 and 4 on the RFP #17-0009. The semi-annual Prices are as followed:

1. Town Hall page 4: \$ 3,168.00 annually
2. Community Center page 5: \$793.00 annually
3. Police Department page 5: \$924.00 annually
4. Sunrise Sr. Center page 6: \$953 annually
5. Public Works/ Fire Rescue page 6: \$1,128 annually
6. Library page 6: \$1,778 annually
7. Sewer Plant page 6: \$194.00 annually
8. Water Plant page 7: \$582.00 annually

**10/7/16 REVISED with info from emailed list on 10/7/16**

- 1. Public Works: \$1,426.00 Annually**
- 2. Ash Swamp Water: \$177 Annually**

Only 5 locations were listed on page 8 for pricing. I did not charge for travel or mileage on my prices on the preventive maintenance quote.

The following is a list of our terms and agreements. General

1. Air filters will be replaced on a semi-annual basis using pleated air filters.
2. Contract includes the labor required in the performance of routine scheduled preventive service to maintain covered equipment covered at optimum capability according to manufacturers' specifications and generally accepted industry standards. Additional work will only be performed if authorized.
3. Contract includes the materials required to perform routine preventive maintenance, such as filter elements, oil nozzles, lubricants, drive belts, and other materials replaced as part of regular maintenance as indicated by manufacturer and generally accepted industry standards, unless otherwise stated.
4. A daily work report, indicating work performed, equipment condition and materials used, will be made available at the time of service to a representative of Town of Newmarket.
5. A computerized task list, listing all equipment covered by the maintenance agreement, will be the basis for preventive maintenance service. This task list is generated using manufacturers' recommendations, equipment application and type, run time, and our experience.
6. The same technician will be assigned to your equipment whenever possible to ensure familiarity with the equipment and systems.
7. Our Engineering Department is available for consultation on topics such as system efficiencies,

indoor air quality, equipment condition, and development of standards for system operation.

8. Repair service is defined as any service that is not scheduled as routine, preventive maintenance service. Scheduling of Repair service will be based on availability of repair and/or replacement parts, and usage demands on the affected equipment and/or system.
9. Emergency service, available 24 hours a day, 365 days a year, is any service that would (1) correct conditions that pose an immediate risk to the health and/or safety of personnel, or (2) prevent imminent and catastrophic loss of systems or major system components. Mechanical Services, Inc. will respond to an emergency situation within 4-hours of being notified.
10. If systems or equipment components are modified, altered, changed, removed or expanded, this agreement may be immediately modified or terminated at the option of Mechanical Services, Inc.
11. Mechanical Services, Inc. will not be liable for any loss, delay, injury or damage, whether direct, indirect or consequential, that may be caused by conditions beyond the direct control of Mechanical Services, Inc., including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, floods and acts of God.
12. As part of this contract a fluid sample will be taken from any piping system that is designated by equipment owner as containing glycol. The sample(s) will be tested for freeze point and PH. Mechanical Services, Inc. will communicate the results of the test(s) to Town of Newmarket. The cost of laboratory analysis of fluid samples is not included in this contract, nor is the cost of adding glycol to the system(s). Laboratory analysis and additional glycol will be quoted separately and provided upon written authorization.
13. Town of Newmarket may terminate this agreement at any time if Mechanical Services, Inc. defaults in its performance of this agreement after giving us written notice of intent to terminate. If within thirty (30) days following the receipt of such notice Mechanical Services Inc. fails to meet its obligations Town of Newmarket may, by written correspondence, terminate the agreement.

#### Owner's Responsibilities

1. In the event of damage obviously due to vandalism Town of Newmarket will reimburse Mechanical Services, Inc. for replacement parts used, plus the labor necessary to install the parts.
2. Town of Newmarket will immediately notify Mechanical Services, Inc. of any unusual operating conditions associated with the equipment protected by this agreement.
3. Town of Newmarket will provide access to devices, which are to be serviced. Any equipment that cannot be accessed within the limitations of recognized safety standards will not be serviced under the terms of this agreement. Mechanical Services, Inc. will be free to start and stop all primary equipment incidental to the operation of the mechanical systems.
3. In the event additional time is required to satisfy the requirements of any state and/or insurance boiler inspection, Town of Newmarket will be responsible for the additional costs and will be invoiced separately at rates specified herein.
4. The use of chemical cleaning agents on, or high pressure washing of, heating and cooling coils is not included in this contract. If this service is required it will be quoted separately and performed with written authorization.



6. In accordance with OSHA Hazard Communication Standard, 29 CFR 1910.1200, Town of Newmarket will provide Material Safety Data Sheets (MSDS) for any and all hazardous materials to which Mechanical Services, Inc. personnel might be exposed.

Emergency service, and all work beyond routine preventive maintenance on mechanical equipment will be performed at an hourly rate of \$80.00 for regular time and at \$100.00 for premium time. Emergency service, and all work beyond routine preventive maintenance on Energy Management System/Temperature Controls will be performed at an hourly rate of \$100.00 for regular time and at \$130.00 for premium time. Labor classified as "Premium Time" will be any labor occurring between the hours of 4:30 PM and 8:00 AM, or on weekends, or on holidays. These hourly rates will be charged for time spent traveling to and from the job site, as well as a \$0.80 per mile mileage fee and a \$12.00 per roundtrip truck charge, for all service not scheduled as routine, preventive maintenance service.

THE FOLLOWING WORK IS NOT INCLUDED IN THIS PROPOSAL:

The handling or disposal of, or any costs associated with the handling or disposal of, hazardous materials, special waste, or mold, or any byproduct thereof, is excluded from this contract. This agreement assumes the covered equipment to be in serviceable condition. Upon initial inspection, if systems and/or covered equipment are found to require services included within the scope of this contract, charges for those services will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from the program and the agreement price will be adjusted accordingly. Preventive Maintenance and Comprehensive Repair service applies only to the systems and equipment described in this agreement. Non-maintainable parts of the system, such as but not limited to, ductwork, shell and tubes, boiler tubes, radiation, unit cabinets, boiler refractory material, insulating material, electrical wiring, piping (including hydronic, pneumatic, oil, refrigerant, gas, domestic, waste, and electric), manually operated valves, structural supports, and other non-moving parts, are not included under this agreement.

THIS PROPOSAL IS VALID FOR 30 DAYS.

Customer signature below attests to financial responsibility for payment of invoices in accordance with our terms of net 30 days. A finance charge of 1½% per month (annual percentage rate of 18%) will be charged on all amounts due and unpaid 30 days from invoice date. Maine Controls shall be entitled to recover from the customer all costs incurred, including reasonable attorney fees, for the collection of any amounts due. Should customer account become 90 days or more delinquent, Maine Controls reserves the right to cancel the terms of this agreement, at which time the entire customer account balance will become immediately due and payable.

Prepared By:

\_\_\_\_\_  
Allen Merrill TITLE: Contract Manager / Safety Director DATE: \_\_\_\_\_

Signature

AllenM@MechanicalServices.com

=====ACCEPTANCE=====

Mechanical Services, Inc. is hereby authorized to perform the work as described in this proposal. For Town of Newmarket Accepted By: (typed or printed name) \_\_\_\_\_ TITLE: \_\_\_\_\_

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

Signature

If you require that we reference a Purchase Order for contract work, please provide: \_\_\_\_\_





**MECHANICAL  
SERVICES, INC.**  
**MAINE CONTROLS**  
mechanicalservices.com

400 PRESUMPCOT STREET  
PORTLAND, ME 04103

TEL. (207) 774-1531  
FAX (207) 553-7008

72 FREEDOM PARKWAY  
HERMON, ME 04401

TEL. (207) 947-6260  
FAX (207) 848-5592

525 CENTRAL DRIVE  
PRESQUE ISLE, ME 04769

TEL. (207) 554-1212  
FAX (207) 762-8088

40 GABRIEL DRIVE  
AUGUSTA, ME 04330

TEL. (207) 626-0822  
FAX (207) 621-1008

Date \_\_\_\_\_

Name of Business \_\_\_\_\_

Type of Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

Please Do Not Abbreviate

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Date Business Started \_\_\_\_\_ Federal ID# \_\_\_\_\_ Social Security # \_\_\_\_\_

Please check one: ☐ Corporation ☐ Partnership ☐ Individual

Sales Tax Status: ☐ Exempt (If tax exempt, please include the appropriate State of Maine tax exemption certificate)  
☐ Non-Exempt

List Below The Full Names of All Owner(s) and Authorized Officers:

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

List Below the Full Name of Accounts Payable Contact:

Email Address: \_\_\_\_\_

**Bank References:** (We must have the complete mailing address, account # and phone #)

Name \_\_\_\_\_ Checking Account # \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Trade References:** (We must have the complete mailing address, telephone number and fax number)

Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Fax \_\_\_\_\_

**Please read the following carefully.**

This credit application must be returned before an account can be established. No copies will be accepted, we must have the original. The above information is for the purpose of obtaining credit and is warranted to be true. We hereby authorize MECHANICAL SERVICES, INC. d/b/a MAINE CONTROLS to investigate the references listed pertaining to my/our credit and financial responsibility and to disclose any information contained in this application in connection with such investigation. Applicant's signature attests to financial responsibility, ability, and willingness to pay our invoices in accordance with our terms of NET 30 days. A finance charge of 1 1/2% per month (annual percentage rate of 18%) will be charged on all amounts due and unpaid 30 days from invoice date.

PLEASE RETURN TO MECHANICAL SERVICES, INC.  
ATTN: HOPE GREEN  
400 PRESUMPCOT ST  
PORTLAND, ME 04103

Signature \_\_\_\_\_

Title \_\_\_\_\_

Heating • Air Conditioning • Refrigeration • Ventilation • Boiler & Duct Cleaning • Temperature Controls & Energy Management Systems  
Systems Design & Installation • Access Control & Video Monitoring • Preventive Maintenance • 24/7 Emergency Service

*Emailed list 10/7/16*

	Equipment	Quantity	Manufacturer	
Town Hall	Boiler	2	Well Mclain (V	576
Town Hall	Circ. Pump	2		
Town Hall	DX/Condensing	1	Trane	S55JXDYO-2680
Town Hall	Heat Exchanger	1	Trane	G-45249021
Town Hall	DX/Condensing	1	Trane	TWE030C140A0
Town Hall	Heat Exchanger	1	Trane	G36295996
Town Hall	Heat Exchanger	1	Trane	TWE030C140A0
Town Hall	Heat Exchanger	1	Trane	TWE030C140A0
Town Hall	DX/Condensing	1	Carrier	G21253618
Town Hall	Heat Exchanger	1	Trane	TWE030C140A0
Town Hall	DX/Condensing	1	Trane	G46255077
Town Hall	Split/Cooling	2	Mitsubishi	MSZ-GE24NA
Town Hall	Split/Condensing	2	Mitsubishi	MX25C42NA
Town Hall	DX/Condensing	1	Carrier	38TK048350
Town Hall	Heat Exchanger	1	USM	USM348AP
Town Hall	DX/Condensing	1	Lenox	H529-461-2P
Town Hall	Heat Exchanger	1	USM	48MBXR-4HW
Town Hall	Heat Exchanger	1	USM	48MBXR-4HW
Town Hall	DX/Condensing	1	Lenox	HS29-461-2P
Town Hall	Heat Exchanger	1	USM	USM348AP
Town Hall	DX/Condensing	1	Lenox	HS29-461-2P
Community Center	Air Handler Gas Heat and DX cool	1	Sterling	QVED-350
Community Center	Air Handler Gas Heat and DX cool	1	Sterling	QVED-400
Community Center	Air Handler Condensing unit	1	Trane	TTR048D100A1
Community Center	Air Handler Condensing unit	1	Trane	TTR060D100A0
Community Center	Air Handler Gas Heat and DX cool	1	Reznor	HXE125-8-SE
Community Center	Air Handler Condensing unit	1	Trane	2TTB3060A1000CA
Police Station	Split/Cooling	1	Sanyo	
Police Station	Split/Condensing	1	Sanyo	GL1872
Police Station	Split/Cooling	1	Sanyo	CH1251
Police Station	Split/Condensing	1	Sanyo	
Police Station	Split/Cooling	1	Panasonic	CU-E24NKUA
Police Station	Split/Condensing	1	Panasonic	
Police Station	Air Handler Gas Heat and DX cool	1	Trane	XE 80
Police Station	Air Handler Condensing unit	1	Trane	TTR060C100A2
Police Station	Air Handler Gas Heat and DX cool	1	Trane	XE 80
Police Station	Air Handler Condensing unit	1	Trane	TTR060C100A2
Police Station	Air Handler Gas Heat and DX cool	1	Bryant	561C50244D
Police Station	Air Handler Gas Heat and DX cool	1	Bryant	CK3BXA024000ABAA
Police Station	Gas Heater	1	Dayton Electric	3E241B
Sunrise Center	Air Handler Gas Heat and DX cool	1	Bard	
Sunrise Center	Air Handler Condensing unit	1	Bard	30UACSA
Sunrise Center	Split/Cooling	1		
Sunrise Center	Split/Condensing	1	Mitsubishi	MSY-D30NA
Sunrise Center	Domestic Hotwater Heater - Gas	1	Knight	Wall Mounted Boiler
Sunrise Center	Gas Hotwater Heater Floor	1		
Sunrise Center	RenewAire	1	RenewAire	EV70
Fire Rescue	Air Handler Gas Heat and DX cool	1	Bryant	580FPV060115ABGA
Fire Rescue	Air Handler Gas Heat and DX cool	1	Bryant	580FPV103180AA



*Emailed list 10/7/16*

Fire Rescue	Air Handler Condensing unit	2	Bryant	
Fire Rescue	Make Up air Heating Unit	1	Modine	HDG500TMRLP4D3GS
Fire Rescue	Exhaust Fans w/CO2 Control	4		
Public Works	Air Handler Gas Heat and DX cool	1	Bryant	580FPV091180PA
Public Works	Air Handler Gas Heat and DX cool	1	Bryant	580FPV060115ABCA
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Gas Fired Units	1	Modine	PDP250AE0185
Public Works	Exhaust Fan	3		
Public Works	Exhaust Fans w/CO2 Control	1		
Public Works	Gas Water Heater	1	Well McClain	
Public Works	Circ. Pump	1	Taco Cartridge	0014-F1
Public Works	Circ. Pump	1	Taco Cartridge	0011-F4
Public Works	Split/Cooling	1	Sanyo	KS2472
Public Works	Split/Condensing	1	Sanyo	
Library	Split/Cooling/Fan	1	Trane	
Library	Split/Cooling/Fan	1	Trane	
Library	Split/Cooling/Fan	1	Trane	
Library	Split/Condensing	1	Trane	4TTR4060L1000AA
Library	Split/Condensing	1	Trane	4TTR4060L1000AA
Library	AHU DX Cooling	1	Trane	
Library	DX/Condensing	1	Trane	4TTR4060L1000AA
Library	DX/Condensing	1	Trane	4TTR4060L1000AA
Library	Boiler	1	Peerless	LC-07-W/S
Library	Circ. Pump	1		
Sewer Plant	Steam Boiler	1	Well-McLain	BGL-692WF
Water Plant	Steam Boiler	1	Well-McLain	
Water Plant	Split/Cooling	1	Sanyo	KS3012W
Water Plant	Split/Condensing	1	Sanyo	C2012
Ash Swamp Water PI Gas Heater		1	Modine - Hot I	3H037216
Ash Swamp Water PI Gas Heater		1	Modine - Hot I	3H037216





permitted to use any Town-owned tools, materials, supplies, vehicles and equipment.

c. Waste/Materials Disposal

- i. The contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Town of Newmarket property or any property contiguous thereto.
- ii. The contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions that he/she performs. The contractor holds the Town of Newmarket faultless and free from liability for any and all damages and costs incurred as a result of the contractor's actions.
- iii. It shall be the responsibility of the contractor to pay all fees and costs incurred in the disposal of waste materials.

d. Semi-Annual Preventative Maintenance shall include the following items listed below. At the conclusion of each season's work, provide a written report to the Director of Public Works, including any areas of concerns.

i. Spring Air Conditioning:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
- Check belt condition, tightness and alignment and change one time per year
- Check refrigerant charges
- Clean condenser coil
- Clean evaporator coil
- Lubricate condenser, evaporator, compressor, and pump motors (oil/grease bearings)
- Clean fan blades and check for balance and alignment
- Inspect and tighten all electrical connections
- Start air conditioner and check voltage
- Start air conditioner and check amperage
- Clear all condensate drains and drain pans
- Test safety controls and thermostats
- Inspect start run capacitors and relay
- Check vibration and noise levels
- Inspect doors for alignment and sealing
- Check moisture indicator
- Inspect for and repair bent fins on heat exchangers
- Check tubing for vibration and distortion
- Inspect and calibrate damper linkages and motors
- Check economizer for proper operation
- Check megohmmeter reading of compressor when needed

ii. Fall Heat:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change

- Check belt condition, tightness, and alignment and adjust as needed
- Inspect heat exchangers for cracks
- Clean burners and burner tubes
- Check thermocouples
- Verify fan switch operation
- Inspect pilot flame and adjust
- Test burner safety controls
- Inspect gas lines and shut-off
- Check combustion air inlets
- Clean flue pipes
- Calibrate thermostats
- Check fusible links and limit disc.
- Calibrate fuel/air ratio
- Test all limit switches
- Lubricate induced draft motor
- Check outdoor air thermostats and economizer operation
- Measure for proper TD across heat exchangers
- Verify proper gas pressure if applicable
- Check crankcase heater for proper operation
- Inspect and tighten all electrical connections

e. Locations and Equipment List:

Town Hall: \$3,168.00 Annually

Make	Model
(2) Weil Mclain (W/ Beckett Burners)	576
(2) Circulator Pump	S55JXDYO-2680
Trane	G-45249021
Trane	TWE030C140A0
Trane	G36295996
Trane	TWE030C140A0
Trane	TWE030C140A0
Carrier	G21253618
Trane	TWE030C140A0
Trane	G46255077
(2) Mitsubishi	MSZ-GE24NA
(2) Mitsubishi	MX25C42NA
Carrier	38TK048350
USM	USM348AP
Lenox	H529-461-2P



Make	Model
USM	48MBXR-4HW
USM	48MBXR-4HW
Lenox	HS29-461-2P
USM	USM348AP
Lenox	HS29-461-2P

Community Center: *\$793.00 Annually*

Make	Model
Sterling	QVED-350
Sterling	QVED-400
Trane	TTR048D100A1
Trane	TTR060D100A0
Reznor	HXE125-8-SE
Trane	2TTB3060A1000CA

Police Department *\$924.00 Annually*

Make	Model
Sanyo	Cooling unit
Sanyo	GL1872
Sanyo	CH1251
Sanyo	Cooling unit
Panasonic	CU-E24NKUA
Panasonic	Cooling unit
Trane	XE 80
Trane	TTR060C100A2
Trane	XE 80
Trane	TTR060C100A2
Bryant	561C50244D
Bryant	CK3BXA024000ABAA
Dayton Electric	3E241B

Sunrise Sr. Center \$953.00 Annually

Make	Model
Bard	Cooling unit
Bard	30UACSA
Mitsubishi	Cooling unit
Mitsubishi	MSY-D30NA
Knight	Wall Mounted Boiler
Gas hotwater floor heater	
RenewAlre	EV70

Public Works/ Fire Rescue Facility: \$1,128 Annually

Make	Model
Bryant	580FPV060115ABGA
Bryant	580FPV103180AA
Bryant	
Modine	HDG500TMRLP4D3GS1HP00
(4) Exhaust Fans w/ CO2 Control	

Library: \$1,778.00 Annually

Make	Model
(3) Trane	Heating/Cooling Wall Unit
Trane	4TTR4060L1000AA
Trane	4TTR4060L1000AA
Trane	Wall Unit
Trane	4TTR4060L1000AA
Trane	4TTR4060L1000AA
Peerless	LC-07-W/S
Circulator Pump	

Sewer Plant: \$194.00 Annually

Make	Model
Well-McLain	BGL-692WF

Water Plant: \$582.00 Annually

Make	Model
Weil-McLain	BGL-692WF
Weil-McLain	
Sanyo	KS3012W
Sanyo	C2012
Modine - Hot Dawg	3H037216
Modine - Hot Dawg	3H037216

#### 4. Selection

Vendor selection shall be based on possession of necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed of required time of completion or performance, and possession of a satisfactory record of performance as well as costs.



## PROPOSAL FORM

### HVAC Services

To the Town of Newmarket, New Hampshire, herein called the Owner.

The Undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

#### Town Hall:

Bid Price in Figures: \$ 3,168.00

Bid Price in Words: Three Thousand One Hundred Sixty Eight Dollars

#### Community Center:

Bid Price in Figures: \$ 793.00

Bid Price in Words: Seven Hundred Ninety Three Dollars

#### Police Station:

Bid Price in Figures: \$ 924.00

Bid Price in Words: Nine Hundred Twenty Four Dollars

#### Public Works Fire & Rescue Facility:

Bid Price in Figures: \$ 1,128

Bid Price in Words: One Thousand One Hundred Twenty Eight Dollars

*Revised with info from email on 10/7/16*

*Public Works \$1,426 Annually (One Thousand Four Hundred Twenty Six Dollars)*

#### Library:

Bid Price in Figures: \$ 1,778.00

Bid Price in Words: One Thousand Seven Hundred Seventy Eight Dollars

Rates for labor and materials not covered in the annual maintenance agreement:

1. Technician \$ 580/100 /Hour \$80 hr regular \$100 hr Overtime
2. Helper \$ N/A /Hour
3. Materials Mark-up (Expressed as a percent over cost)  
20 %

#### OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 5.9 years
- Have you failed within the last seven years to complete any work awarded to you? NO. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? NO. If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? NO. If yes, where and why? (attach explanation)

#### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. Freeport Public Schools Dennis Ouellette (207) 865-0928
2. City of Bath, ME M. Peabody (207) 443-8338
3. City of Berlin, NH S. Tremblay (603) 752-4450

#### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

##### Contact Information:

Official Entity Name	Mechanical Service	Warranty/Guarantee	Per manufacturer
Address	400 Presumpscott Street	FOB Information	
City, State, Zip	Portland, ME 04103	Availability	24/7

E-mail Address	TPhair@Mechanical Services.COM	State of Incorporation	Maine
Telephone Number	(207) 774-1531	Price holds for	90 days
Fax Number	(207) 553-7006		

### Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

The Town reserves the right to request Bidder's last Financial Statements. Certified audited statements, if available, prepared by an independent Certified Public Accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Internal statements may be used only if audited financial statements were not prepared.

Timothy Phair  
Signature

10/7/16  
Date

customer service Rep.  
Title



## SIEMENS BUILDING TECHNOLOGIES

October 10, 2016

Mr. Matt Angell  
Interim Finance Director  
Town of Newmarket

Dear Matt,

Thank you for inviting Siemens to bid on the care of your town's equipment. We look forward to your consideration of Siemens as your mechanical service vendor.

Please note that Siemens can provide a wide range of services including electrical, building automation and energy performance contracting. In fact we are currently providing building automation and controls services to both the jr./senior high school and the elementary school in Newmarket.

Best regards,  
  
JT Hall  
Siemens BT  
207-303-8973

## PROPOSAL FORM

### HVAC Services

To the Town of Newmarket, New Hampshire, herein called the Owner.

The Undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

*COSTS ARE BASED ON ATTACHED EQUIPMENT SPREADSHEET*

#### Town Hall:

Bid Price in Figures: \$ 5,323.00

Bid Price in Words: Five thousand three hundred twenty three Dollars

#### Community Center:

Bid Price in Figures: \$ 1,829.00

Bid Price in Words: Eighteen hundred twenty nine Dollars

#### Police Station:

Bid Price in Figures: \$ 2,659.00

Bid Price in Words: Two thousand six hundred fifty nine Dollars

#### Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ 6,764.00

Bid Price in Words: Six thousand seven hundred sixty four Dollars  
*ACCESS TO ROOF TO BE PROVIDED BY NEWMARKET, COST OF LIFT NOT INCLUDED IN THIS PRICING*

#### Library:

Bid Price in Figures: \$ 3,324.00

Bid Price in Words: Three thousand three hundred twenty four Dollars

Rates for labor and materials not covered in the annual maintenance agreement:

1. Technician \$ 117 /Hour
2. Helper \$ N/A /Hour
3. Materials Mark-up (Expressed as a percent over cost)  
15 %

#### OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 46 years
- Have you failed within the last seven years to complete any work awarded to you?  
NO. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? NO. If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? NO. If yes, where and why? (attach explanation)

#### REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. SHARON SIROIS CITY OF DOVER 603. 516. 6480
2. PAUL SANDERS TOWN OF BARRINGTON 603. 664. 5922, 0  
603. 396. 7257 C
3. BRIAN O'CONNOR NEWMARKET SCHOOLS 603. 770. 6629

#### CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

##### Contact Information:

Official Entity Name	<u>SIEMENS</u>	Warranty/Guarantee	<u>12 months</u>
Address	<u>2 International</u>	FOB Information	<u>SHIPPING COSTS NOT INCLUDED</u>
City, State, Zip	<u>Portsmouth NH</u>	Availability	<u>24/7</u>



E-mail Address	JONATHAN.HALL@SIEMENS.COM	State of Incorporation	ILL
Telephone Number	207.363.8928	Price holds for	90 Days
Fax Number	207.885.4110		

**Suspension and Debarment Certificate:**

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

The Town reserves the right to request Bidder's last Financial Statements. Certified audited statements, if available, prepared by an independent Certified Public Accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Internal statements may be used only if audited financial statements were not prepared.

Jonathan Hall  
Signature

10/7/16  
Date

Sales Executive  
Title





Public Works	Gas Fired Units	1	Modine	1P0250A50185		Truck Bay	Ceiling	Propane		
Public Works	Gas Fired Units	1	Modine	PDP250A50185		Truck Bay	Ceiling	Propane		
Public Works	Exhaust Fan	3				Truck Bay	Roof			
Public Works	Exhaust Fans w/CO2 Control	1	Well-McClain			Parts room	Roof			
Public Works	Gas Water Heater	1	Taco Control 0014-F1			Indoor Heat	Mechanical Room			
Public Works	Circ. Pump	1	Taco Control 0011-F4			Indoor Heat	Mechanical Room			
Public Works	Circ. Pump	1	KS2472		0130762	IT	IT			
Public Works	Spill/Condensing	1	Sanyo			IT	Outside/Wall mounted			
Public Works	Spill/Condensing	1	Trane			Reading/Book areas	Library - Wall			
Library	Spill/Condensing/Fan	1	Trane			Reading/Book areas	Library - Wall			
Library	Spill/Condensing/Fan	1	Trane			Reading/Book areas	Library - Wall			
Library	Spill/Condensing	1	Trane	4TTR4080L1000AA	160584255F 02/2016	Reading/Book areas	Outside/Ground - Alley way			
Library	Spill/Condensing	1	Trane	4TTR4060L1000AA	02/2016	Reading/Book areas	Outside/Ground - Alley way			
Library	AHU DX Cooling	1	Trane	4TTR4060L1000AA	02/2016	Reading/Book areas	Ceiling			
Library	IDX/Condensing	1	Trane	4TTR4060L1000AA	02/2016	Reading/Book areas	Outside/Ground - Front of Building			
Library	IDX/Condensing	1	Trane	LC-07-W/S	7828347 2016	Building Heat	Basement			
Library	Circ. Pump	1	Peerless			Building Heat	Basement			
Sewer Plant	Steam Boiler	1	Well-McClain	BGL-552W/F		Building Heat	Basement			
Water Plant	Steam Boiler	1	Well-McClain			Building Heat	Basement			
Water Plant	Spill/Condensing	1	Sanyo	KSS012W	0010522	Building AC	2nd floor			
Water Plant	Spill/Condensing	1	Sanyo	C2012	0010022	Building AC	Outside/Ground			
Ash Swamp Water P/Gas Heater		1	Modine - Hot 134-037216		05/16/2016	Building Heat	Inside main entrance			
Ash Swamp Water P/Gas Heater		1	Modine - Hot 134-037216		05/16/2016	Building Heat	Inside main entrance			





SIEMENS

## Advantage<sup>TM</sup> Services Capabilities

Achieve optimal results for the life of your facility.

[www.usa.siemens.com/service](http://www.usa.siemens.com/service)



# Siemens Building Technologies Advantage™ Services Capabilities



## Building Automation

Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency.

### Manage System Operation & Compliance

- Maintenance Planning & Scheduling Support
- Compliance Audits
- Preventive Maintenance Services
  - Software
  - Controllers
  - Network
  - Digital and Pneumatic Controls
  - Third Party Services
- Data Backup & Restore Services
- Sensor Verification
- Calibration Services
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management

### Optimize Performance & Productivity

- System Performance Assessment & Strategy
- System Optimization Services
- Control Loop Tuning
- Integration Services
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services
- Remote Management Services

### Protect Lifecycle Investment

- Lifecycle Planning
- Firmware Updates
- Software Updates
- Server and Client Workstation Upgrades
- Technology Migration
- System Retrofit & Extension Services



## Energy

Minimize both energy use and environmental impact while improving operations.

- Performance Services - Advantage Navigator
- Metering & Submetering
- Supply Side Procurement Services
- Benchmarking (e.g., Energy Star)
- Energy & Water Master Planning

- Facility Improvement Measures
  - Building Automation
  - Mechanical
  - Electrical
  - Lighting
  - HVAC
  - Building Envelope
  - Water
  - Chilled Water & VAV
- Optimization - Demand Flow
- Existing Building Commissioning
- Energy Audits

- Fast Forward Energy Optimization
- Monitoring Based Commissioning
- Measurement & Verification
- Utility Bill Management



## Mechanical

Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort.

- Maintenance Planning & Scheduling Support
- Preventive Maintenance Services
  - Boilers
  - Chillers
  - Air Handlers
  - Cooling Towers
  - Fans
  - Package Units
  - VFDs
  - VAV Boxes
  - Computer Room Units
  - Motors & Pumps
  - Filtration

- System Performance Assessment & Strategy
- Eddy Current Testing
- Thermographic Studies
- Vibration Analysis
- System Optimization Services
- Non-Chemical Water Treatment
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services

- Comprehensive Maintenance Services
  - Lifecycle Planning
  - Preventive Maintenance
  - Predictive Maintenance
  - Emergency Response Services
  - Repair & Replacement Services
- Limited Access Equipment Installation for Confined Space
- System Retrofit & Extension Services



## Expert Service with Proven Outcomes

Through our Proven Outcomes service model, we align our services with your business goals and key performance indicators. Our goal is to deliver tangible value to every customer through expert, outcome-based services.

Trust our service approach to meet your goals:

- Manage System Operation & Compliance
- Optimize Performance & Productivity
- Protect Lifecycle Investment



### Electrical

Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure.

- Maintenance Planning & Scheduling Support
- Preventive Maintenance Services
  - Low Voltage Distribution
  - Medium Voltage Distribution
  - Power Monitoring Systems
- Performance Reporting
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management



### Fire Safety

Ensures critical systems are operating properly and are in compliance with local and national codes and industry-specific requirements.

- Fire Safety Assessment
- Test & Inspection
  - Extinguishing / Chemical
  - Fire Alarm System
  - Fire Dampers
  - Portable Fire Extinguishers
  - Sprinklers
  - Third Party Services
- UL / ULC Listed Monitoring Service
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management



### Security

Ensures systems are fully functional and optimized to provide protection of people, assets, and property with minimal business interruption.

- Maintenance Planning & Scheduling Support
- Security Compliance & Policy Planning
- Security Assessment
- Test & Inspection
- Preventive Maintenance
  - Software
  - Controllers
  - Network
  - End Devices Including Cameras and Readers
- Data Backup & Restore Services
- Performance Reporting
- System Documentation Management & Update
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management



#### U.S.-Based National Customer Service Center:

- 24/7 technical and emergency support and response services
- UL-listed, Central Station Alarm Association (CSAA) Five Diamond certified Central Monitoring Station (CMS)
- Fully-staffed, state-of-the-art facility
- Monitoring of fire, security, and building automation systems to provide appropriate response
- Call handling from highly trained, U.S.-based Siemens employees with local service dispatch

- System Performance Assessment & Strategy
- Arc Flash Hazard Analysis
- Low & Medium Voltage Cable Testing
- Power Quality Analysis
- Thermographic Studies
- System Optimization Services
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services

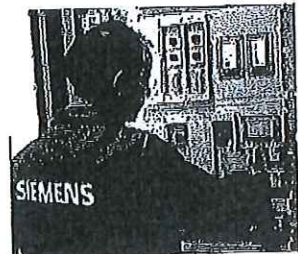
- Arc Flash Mitigation Solutions
- MV and LV Circuit Breaker Refurbishment
- Protective Relay Upgrades
- Power System Studies & Engineering
- Startup & Commissioning
  - Electrical Equipment
  - Warranty Services

- System Performance Assessment & Strategy
- System Optimization Services
- Integration Services
- Education Services
- Operator Coaching
- Alarm Management Services
- On-site System Operator / Staffing Support Services

- Lifecycle Planning
- Software Upgrades
- Disposal of Fire Detectors
- Technology Migration

- System Performance Assessment & Strategy
- System Optimization Services
- Integration Services
- Education Services
- Operator Coaching
- Access Control Management
- Alarm Management Services
- Hosting Services
- On-site System Operator / Staffing Support Services
- Video Monitoring & Management

- Lifecycle Planning
- Firmware Updates
- Software Upgrades
- Technology Migration



#### Protect your building systems with the unmatched resources of Siemens:

- More than 2,000 service experts at 100+ offices across North America
- Local knowledge and expertise backed by global resources
- Dedicated, experienced, and highly trained service professionals that know your systems and building codes
- On-call service technicians available 24/7 for expedited service response



Siemens Industry, Inc.  
Building Technologies Division  
1000 Deerfield Parkway  
Buffalo Grove, IL 60089  
Tel: (847) 215-1000

The information in this document contains general descriptions of technical options available, which do not always have to be provided individually. The information should therefore be specified in each individual case at the time of closing the contract.

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Our world is undergoing changes that force us to think in new ways: demographic change, urbanization, global warming, and resource shortages. Maximum efficiency has top priority – and not only where energy is concerned. In addition, we need to increase comfort for the well-being of users. Also, our need for safety and security is constantly growing. For our customers, success is defined by how well they manage these challenges. Siemens has the answers.

"We are the trusted technology partner for energy-efficient, safe, and secure buildings and infrastructure."

[www.usa.siemens.com/service](http://www.usa.siemens.com/service)



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2016/2017 - 11**

**Approval of the Fiscal Year 2018 Budget**

WHEREAS: The Town Administrator submitted his budget for the next fiscal year to the Town Council on October 15, 2016, and

WHEREAS: The Town Council after reviewing the proposed budget and making various changes, desires to forward the Municipal Budget Committee a proposed budget for the fiscal year ending June 30, 2018

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

The annual budget for the Town of Newmarket for Fiscal Year 2016, submitted to the Town Council by the Town Administrator, is amended and recommends to the Municipal Budget Committee for its review the following appropriations:

General Fund	\$	7,194,395
Special Funds		1,063,934
Enterprise (Water and Sewer) Funds		3,323,432
Total	\$	11,581,761

First Reading: October 19, 2016

Second Reading: November 2, 2016

Approval:

Approved: \_\_\_\_\_

Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_

Terri Littlefield, Town Clerk



TOWN OF NEWMARKET, NEW HAMPSHIRE  
OFFICE of the TOWN ADMINISTRATOR

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INTEROFFICE MEMORANDUM

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TO: TOWN COUNCIL  
FROM: STEVE FOURNIER, TOWN ADMINISTRATOR *EFN*  
SUBJECT: AMENDMENT TO RESOLUTION 2016/2017-11- APPROVAL OF THE FISCAL YEAR 2018 BUDGET  
DATE: 10/27/2016  
CC:

---

After the two workshop sessions, the Town Council reduced the budget to \$11,508,877.

I would ask the Town Council to amend the resolution to the following:

*The annual budget for the Town of Newmarket for Fiscal Year 2018, submitted to the Town Council by the Town Administrator, is amended and recommends to the Municipal Budget Committee for its review the following appropriations:*

General Fund	\$	7,128,151
Special Funds		1,060,520
Enterprise (Water and Sewer) Funds		3,323,206
Total	\$	11,508,877



**Town of Newmarket**  
**Fiscal Year 2017 Budget - Summary of All Funds**

	2016		2017		2018	
	Original		Original		Town Admin. Proposed % Change	Town Council Proposed % Change
Revenue:						
Taxes (Land Use, PILOT, Int on Taxes)	\$ 109,544	\$	111,430	\$	121,430 8.97%	121,430 8.97%
Licenses, Permits & Fees	1,428,938		1,556,300		1,666,300 7.07%	1,666,300 20.84%
From State	642,916		659,414		659,414 0.00%	659,414 2.57%
Charges for Service	139,850		148,348		180,700 21.81%	180,700 29.21%
Misc. Revenue	74,601		74,601		14,000 -81.23%	14,000 -81.20%
From Special Revenue Funds	444,120		473,433		529,115 11.76%	529,115 21.46%
Sewer	1,080,753		1,159,007		2,165,523 86.84%	2,163,465 133.03%
Water	947,051		932,813		1,138,948 22.10%	1,137,780 37.23%
Use of Fund Balance	575,000		500,000		590,115 18.02%	600,000 37.63%
Total revenues	5,442,773		5,615,346		7,065,545	7,072,204 27.55%
Percentage Increase	11.77%		1.27%		27.43%	
Expenditures:						
General Fund:						
Town Council	19,300		19,300		19,300 0.00%	19,200 -15.18%
Town Administrator	176,994		189,139		192,872 1.97%	192,872 11.47%
Finance Department	200,975		206,844		227,750 10.11%	227,750 18.17%
Human Resources	1,371,879		1,515,143		1,633,044 7.78%	1,620,771 22.18%
Town Clerk/Town Collector	162,270		176,442		168,528 -4.49%	168,528 6.56%
Code enforcement	67,253		69,755		70,731 1.40%	70,731 5.47%
Welfare	48,220		41,343		35,580 -13.94%	35,580 -0.53%
Assessor	63,900		69,325		63,337 -8.64%	70,037 40.40%
Legal	80,000		80,000		80,000 0.00%	80,000 -3.03%
Planning	129,153		122,676		126,215 2.88%	126,215 -1.51%
Conservation Commission	1,941		2,941		2,941 0.00%	2,941 17.59%
Economic Development	1,000		2,500		2,500 0.00%	2,500 -81.94%
Debt Service	131,959		129,759		125,259 -3.47%	125,259 -9.53%
Information Technology	162,139		167,144		171,465 2.59%	171,465 4.55%
Police	1,308,012		1,322,707		1,338,426 1.19%	1,338,426 7.10%
PW Administration	417,347		427,516		434,782 1.70%	434,282 1.24%
Roadway and sidewalk	386,570		330,970		367,270 10.97%	367,270 -12.74%
Street Lighting	46,250		49,000		49,000 0.00%	49,000 12.00%
Bridges	-		-		4,000 100.00%	4,000 0.00%
Buildings and grounds	468,202		482,233		552,965 14.67%	545,965 13.94%
Cemetery	36,963		37,253		46,403 24.56%	38,132 8.09%
Vehicles	197,700		206,500		203,000 -1.69%	194,000 -8.03%
Fire Rescue	334,185		358,762		376,958 5.07%	376,958 8.45%
Emergency Management	1,950		1,950		3,000 53.85%	3,000 100.00%
Grants	69,300		53,000		61,500 16.04%	61,500 -8.27%
Social Services Grants	43,429		43,029		43,303 0.64%	43,303 -3.62%
Capital Reserve	512,949		575,115		590,115 2.61%	555,115 64.42%
Recreation (GF Only)	210,407		200,322		204,151 1.91%	203,351 -0.37%
Total General Fund	6,650,247		6,880,668		7,194,395 4.56%	7,128,151
Special Revenue Funds:						
Library	314,033		314,704		320,369 1.80%	316,955 4.35%
Recreation (Revolving Fund Only)	199,670		243,433		279,115 14.66%	279,115 46.00%
Solid Waste	443,981		447,356		464,450 3.82%	464,450 3.30%
Total Special Revenue Funds	957,684		1,005,493		1,063,934 5.81%	1,060,520
Enterprise Funds:						
Water	947,051		932,813		1,138,948 22.10%	1,137,780 37.23%
Waste Water	1,101,437		1,177,968		2,184,484 85.45%	2,182,426 130.22%
Total Enterprise Funds	2,048,488		2,110,781		3,323,432 57.45%	3,320,206
Total expenditures	9,656,419		9,996,942		11,581,761 19.94%	11,508,877 19.18%
Percentage Increase	6.17%		3.53%			
Less: Shared Revenues	-		-		-	-
Add: Overlay	100,000		20,000		20,000 0.00%	20,000 -79.67%
Add: War Service Credits	168,500		162,500		162,500 0.00%	162,500 -3.56%
Net Town Appropriation	4,482,146		4,564,096		4,698,716 2.95%	4,619,173 4.02%
Assessed value	722,476,271		731,700,728		731,700,728 0.00%	731,700,728 2.77%
Tax rate	\$ 6.20	\$	6.24	\$	6.42 2.88%	\$ 6.31 1.12%

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution #2016/2017-06**  
**Reroof Three Sections of the Newmarket Public Library**

**WHEREAS**, the Newmarket Public Library has solicited proposals for reroofing the west side of the Library facing the municipal parking lot, and

**WHEREAS**, two bids were received from Twin Metals Custom Fabricated Sheet Metal and Silver Brothers Painting & Carpentry, LLC, and

**WHEREAS**, the firms made the following proposals for reroofing three sections of the roof:

Silver Brothers Painting & Carpentry, LLC	\$63,650.00
Twin Metals Custom Fabricated Sheet Metal	\$59,850.00

**NOW, THEREFORE, LET IT BE RESOLVED**, that the Town Council does hereby award the roofing contract to Silver Brothers Painting & Carpentry, LLC to reroof three sections of the Library and authorize the Town Administrator to enter into any related contracts.

First Reading:           October 5, 2016  
Second Reading:       October 19, 2016  
Third Reading:         November 2, 2016  
Approval:

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

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





## TOWN OF NEWMARKET, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 20 September 2016

**TITLE:** Resolution # 2016/2017-06 – Reroof three sections of the Newmarket Public Library

**PREPARED BY:** Carrie R. Gadbois, Library Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I have read the staff report and recommend passage of the resolution.

**BACKGROUND:** The west side of the library roof facing the municipal parking lot needs to be reroofed. There is a leak where very bad ice dams form during harsh winters. The leak has gotten worse since the bad winter of 2014-2015, probably due to the traffic on the roof while trying to break up the ice dam, etc. It only leaks when there is slush or snow on the roof that causes water to back up. Three sections (see diagram) of the roof on west side of the building are in bad shape: tiles are cracked, broken or missing. There is an area of rotted plywood. The copper sheathing has some holes in it. The roof was done in 1996 so it is 20 years old.

**DISCUSSION:**

If we don't fix the rotted plywood in the roof and reroof we are going to keep getting leaks in the library. We have already spent money in blowing in insulation to reduce heat loss, spent money on replacing sheetrock in walls and ceilings and spent money on electrical work for damage caused by the leaks.

Underwood Engineers sent Jeffrey L. Tirey, P.C. to the library to inspect our front portico. While he was here he also inspected the problem areas of the roof on the west side of the building. It was his opinion that all the three sections on that side should be reroofed with Inspire slate. If we try to just replace the center section (the area that leaks), and don't do the left and right sides we will probably still have problems and it will be harder to locate the leaks.

Mr. Tirey said that this area will be a problem again in the future as it is due to the poor design of the roof. The center section is a 4' pitch and the left and right sides have a steeper pitch. All the water, snow and ice has to drain off the roof through approximately a 4' opening at the bottom. It is a huge roof area to drain through such a small opening.

Both Silver Brothers and Twin Metals recommended that it would be better to replace all three sections versus trying to patch.

**FISCAL IMPACT:**



The library has 129,620 in our CIP account. We are requesting that the Town Council release \$63,650 to repair the roof.

I have received two estimates for repair of the roof. Silver Brothers for 63,650 and Twin Metals for 59,850.

**RECOMMENDATION:**

To remove all shingles on the center, left and right sides of the problem area (see diagram), replace rotted plywood, install ice and water shield on all sections, drip edges, flashing etc. and reroof with Inspire composite slate using Silver Brothers Carpentry, LLC., of Newmarket, NH. Although Silver Brothers is a slightly higher price they will warranty their labor and installation for 10 years whereas Twin Metals will warranty their work for 5 years.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

***SILVER BROTHERS***  
**PAINTING & CARPENTRY LLC**  
 44 Gonet Drive, Newmarket NH 03857  
 603-926-8935 / 603-659-0834 / 1-866-6 PAINT 4 U  
[www.silverbrospainting.com](http://www.silverbrospainting.com)

<b>DATE:</b>	09-08-16	
<b>CLIENT:</b>	Carrie Gadbois	<b>PHONE:</b> (603) 659-5311
<b>LOCATION:</b>	1 Elm Street, Newmarket, NH 03857	<a href="mailto:carrie@newmarketlibrary.org">carrie@newmarketlibrary.org</a>

**JOB DESCRIPTION:** **Center section:** Remove 2ft metal drip edge on bottom of roof. There are lots of holes from braking up the ice dam. Remove all shingles in the center section of roof, remove all rotted plywood on bottom part of roof, install new 5/8 plywood, install Grace Ice and Water shield on all the plywood, install new 2ft drip copper at bottom of roof like before, install new slate impressions tiles. Replace all existing copper valleys with new copper.

Apply sealer to any spots on the right or left of the center of the roof where there is a hole or crack and seal it to prevent any leaks (if only doing center section).

<b>Labor &amp; materials:</b>	<b>\$21,450.00</b>
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**Left side of roof:** Strip all shingles on the left side of the roof. Install Grace Ice and Water on all plywood, install new copper flashing along brick wall, and install all new slate impressions tiles.

<b>Labor &amp; materials:</b>	<b>\$20,650.00</b>
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**Right side of roof:** Remove all old shingles, remove and install new 2ft drip edge, install Grace Ice and Water on all plywood, install all new slate impressions tiles.

<b>Labor &amp; materials:</b>	<b>\$21,550.00</b>
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**TOTAL:** **\$63,650.00**

***SILVER BROTHERS PAINTING & CARPENTRY LLC***  
*Quality, Integrity and Pride In All Our Work*

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<b>DATE:</b>	09-08-16	
<b>CLIENT:</b>	Carrie Gadbois	<b>PHONE:</b> (603) 659-5311
<b>LOCATION:</b>	1 Elm Street, Newmarket, NH 03857	<a href="mailto:carrie@newmarketlibrary.org">carrie@newmarketlibrary.org</a>

**Payments and conditions:** Clients has 7 days after contract signed and deposits have been made to cancel this contract for a full refund. After that time a 15% rescheduling fee minus any special materials costs ordered. Payments to be made in three installments: Material costs and a 1/3 labor costs in advance, second third at 50% completion stage, third payment due upon work completion. Add-ons / extras will be done on a time and material basis unless other arrangements have been made, hourly rate at \$48.00 per painter, \$58.00 per carpenter. Add-ons and extras will be discussed and will be addressed on a change order form. Items / areas will require a change order form signed before work begins. I have read all conditions on this page and second page, and specifications of this contract agreement, and understand and agree to each of the conditions, and if payments are not made as specified, I agree to pay collection costs, interest at a legal rate, and attorney fees. Estimate is good for 30 days from issuance. *Please do not write checks in any subcontractors / employees name. Please write checks to Adrian Silver or Silver Brothers. Estimate is good for 30 days from issuance.*

- A clean workable are is expected prior to our start to ensure a smooth and professional workmanship. Subsequent coats, at clients request, maybe needed to achieve a full finished look and will be charged accordingly.
- All trash and garbage generated will be removed from site.
- If final payments are not made, warrantee of any products and workmanship is null and void.
- Any areas, details, items or procedures not listed above in job description will be considered an add-on and charged accordingly.
- This product comes with a manufacturer's 50 year warranty on any malfunction of the product. We will install and follow manufactures recommended installation process. We will & recommend the roof to be checked every two years. At that time we can visually see any excessive wear to any certain areas. We warrantee our labor installation for a 10 year period.

**Please read pages carefully to ensure that all your painting needs are covered.**

**Authorizing**

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

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

**SILVER BROTHERS PAINTING & CARPENTRY LLC**  
*Quality, Integrity and Pride In All Our Work.*



First bid  
pg 1

# TWIN METALS

Custom Fabricated Sheet Metal  
FABRICATION / INSTALLATION

OFFICE/978-663-2563    FAX /978-663-2564

Date: September 20, 2016  
Library

Customer: New Market Public

Re: Roof Proposal  
#082379  
NH

Project: 1 Elm St.  
New Market,

We propose to provide and install Inspire Composite slate, Flat Seam Copper and Copper Ice Belt to the above- mentioned project according to the following scope of work.

- ☐ Remove and properly dispose of existing composite slate in sections X, AB and W
- ☐ Furnish and install the following:
  1. High Temperature Ice and Water Shield to entire roof area that was removed.
  2. 25 squares of Inspire Classic Slate with 6" exposure.
  3. New copper valleys.
  4. New copper Riglet to brick wall
  5. New flat seam copper roofing where all 3 sections meet.
  6. New copper Ice belt to lower section on W
- ☐ Keep job site clean on a daily basis.
- ☐ Twin Metals Inc. workmanship to be warranted for a period of 5 years.
- ☐ All copper to be 16oz red copper.
- ☐ All underlayment's for Composite Slate to meet manufactures specifications.
- ☐ All details for Composite Slate to meet manufactures specifications.
- ☐ All wood work to be considered as an additional cost.

☐ This proposal includes cost for permits.

☐ This proposal is not Pre-Vailing wage.

☐ Any rotted plywood on the roof to be replaced at \$75 per sheet.

*First bid*

*pg 2*

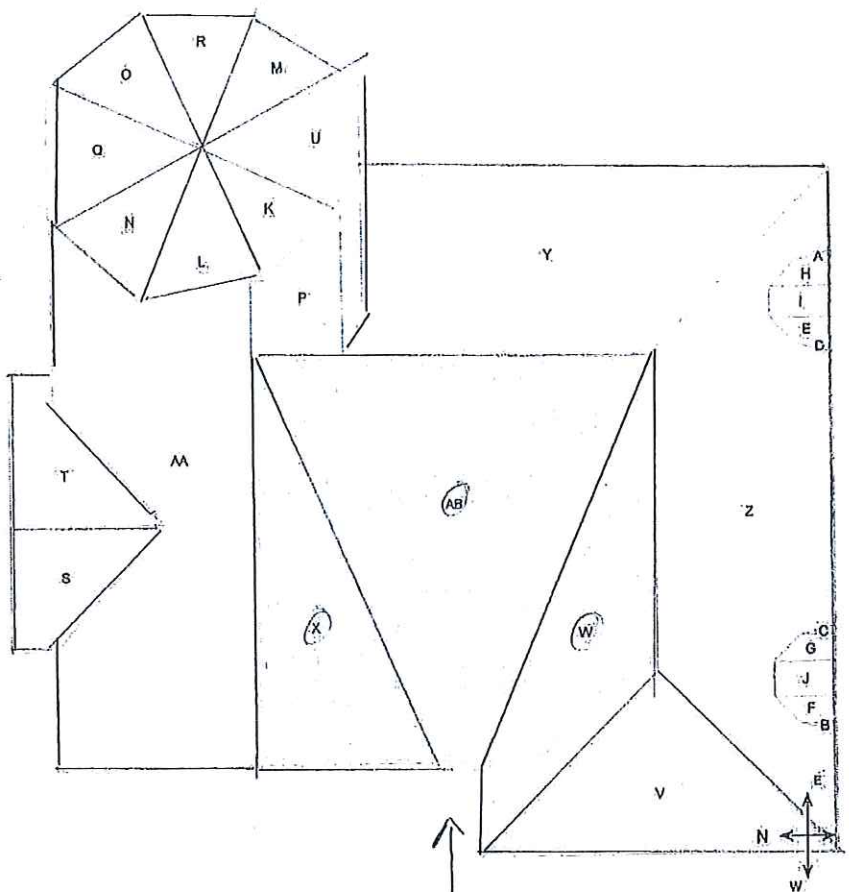
We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

**BASE BID:  
DOLLARS**

**FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY  
\$59,850.00**

## NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



X  
AB  
W } to be replaced

opening for drainage  
ice dam form here



Subject **InSpire Roofing**  
From Zach Lane <zach.lane@comcast.net>  
To <Carrie@Newmarketlibrary.org>  
Date 2016-09-14 06:36



Carrie,

InSpire Roofing does not have a certified installer program for our products. Therefore any roofing company that has installed composite slate previously should be able to handle the installation of InSpire roofing. Standard roofing practices apply. Installation guidelines, warranty information and all technical bulletins are listed on our web site which is [www.inspireroofing.com](http://www.inspireroofing.com).

The address in Portsmouth, NH that we spoke about is 143 Daniel Street.

Please let me know if you need any additional information.

Regards,  
Zach

Zach Lane  
Elite Sales & Marketing, Inc.  
InSpire Roofing  
[Zach@elitesalesandmarketing.com](mailto:Zach@elitesalesandmarketing.com)  
978-888-1900 cell

*Second bid*

# **TWIN METALS**

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## **Custom Fabricated Sheet Metal**

### **FABRICATION / INSTALLATION**

**OFFICE/978-663-2563    FAX /978-663-2564**

Date:    October 27, 2016

Customer:    New Market Public Library

Re:    Roof Proposal

Project:    1 Elm St.

#082379

New Market, NH

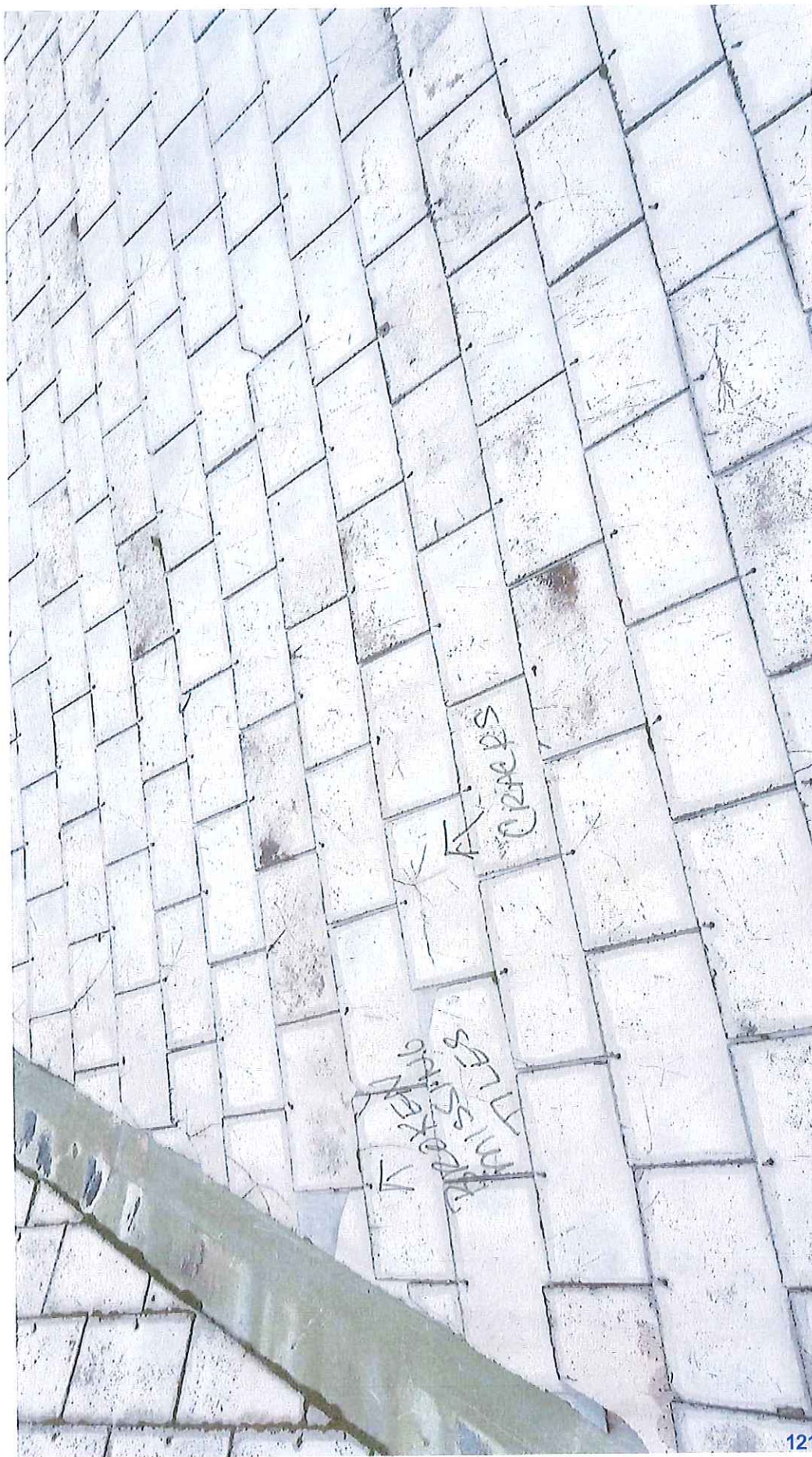
We propose to provide and install Inspire Composite slate, Flat Seam Copper and Copper Ice Belt to the above- mentioned project according to the following scope of work.

- Remove and properly dispose of existing composite slate in sections X, AB and W
- Furnish and install the following:
  1. Grace High Temperature Ice and Water Shield to entire roof area that was removed.
  2. 25 squares of Inspire Classic Slate with 6" exposure.
  3. New copper valleys.
  4. New copper Riglet to brick wall
  5. New flat seam copper roofing where all 3 sections meet.
  6. New copper Ice belt to lower section on W
- Keep job site clean on a daily basis.
- Twin Metals Inc. workmanship to be warranted for a period of 5 years.
- Inspire 7 Year labor warranty (\$350.00/per square) 50Yr Material warranty.
- GAF Versa Shield under all copper.
- All copper to be 16oz red copper.
- Copper at eave to be 6' in length.
- All underlayment's for Composite Slate to meet manufactures specifications.
- All details for Composite Slate to meet manufactures specifications.
- All wood work to be considered as an additional cost.
- This proposal includes cost for permits.
- This proposal is not Pre-Vailing wage.
- Any rotted plywood on the roof to be replaced at \$75 per sheet. (Includes Labor)

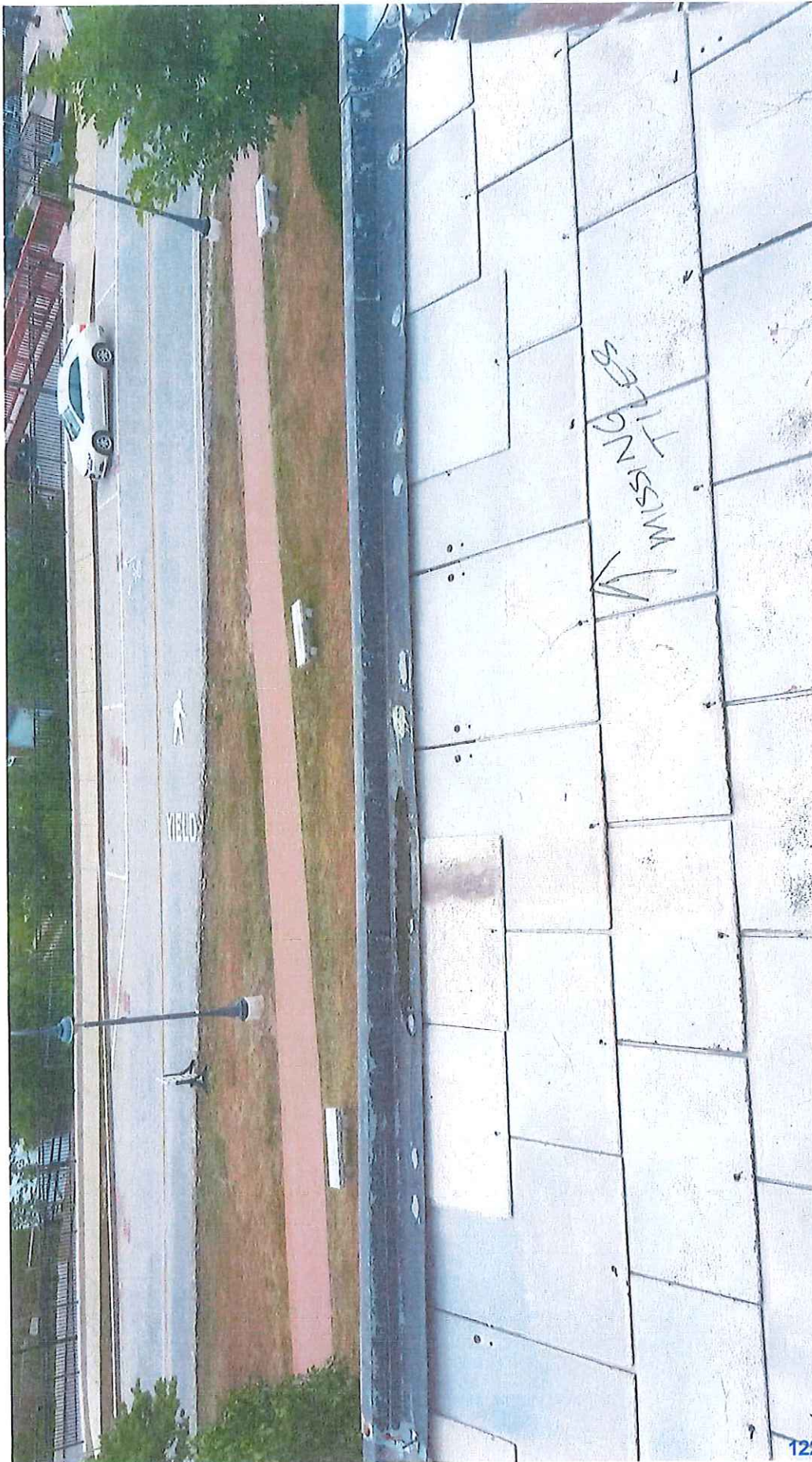
We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

**BASE BID:                    SIXTY-THREE THOUSAND NINE HUNDRED DOLLARS                    \$63,900.00**

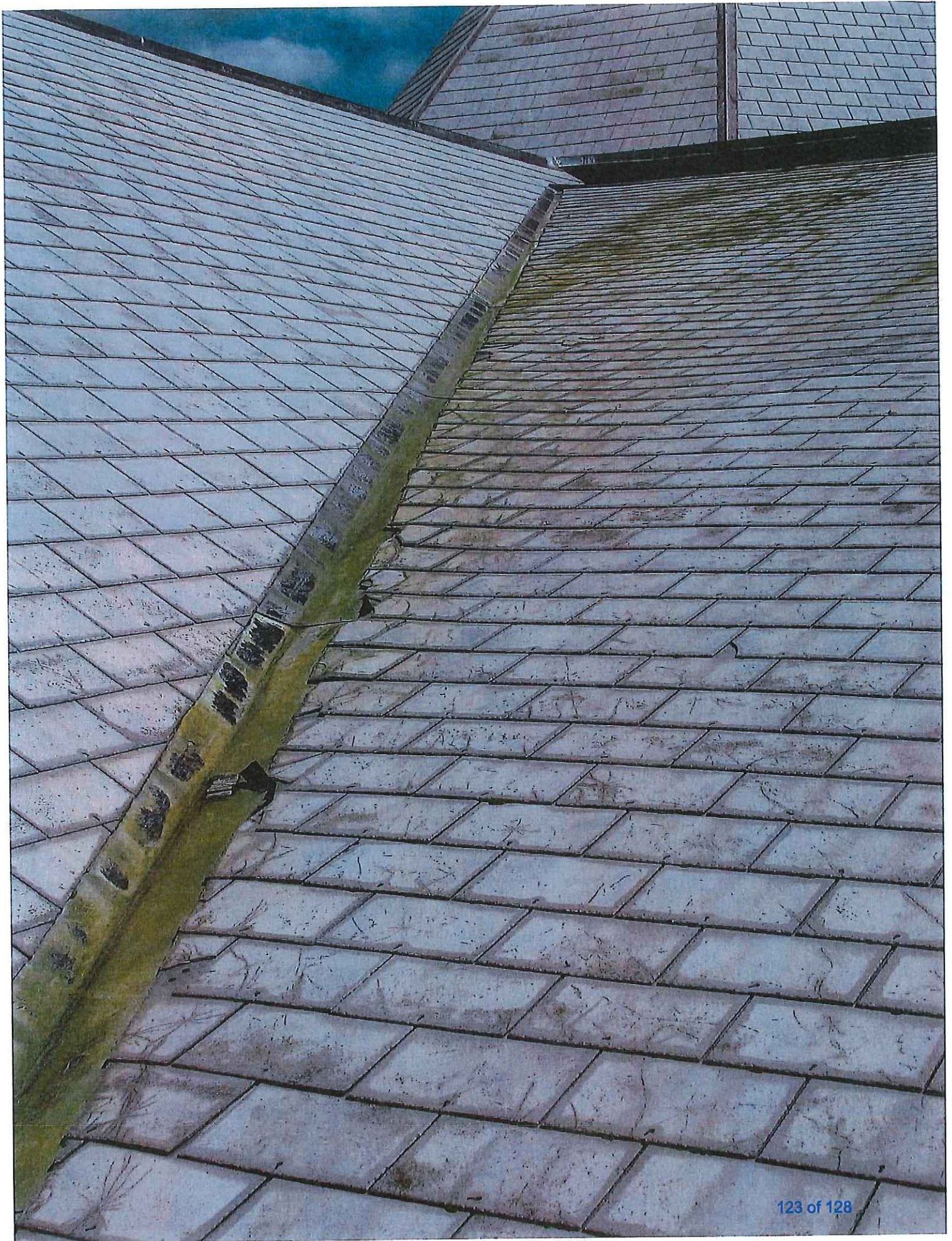






























CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



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

**Resolution 2015/2016-52**

**Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone**

WHEREAS: NH RSA 162N allows for the creation of Economic Recover Zones in communities to encourage the redevelopment of certain land in exchange for state tax credits for the developer, and

WHEREAS: The Town desires to redevelop what is the B3 zone along Rt. 152, including the following lots on Town Tax Map R6 (updated April 2015):

Lots 1, 2, 3, 4-1, 4-2, 4-3, 5, 6, 7, 8, 9, 10, 11-1, 11-1A, 11-2, 12, 50, 50A, 50B, 50C, 50-1, 50-2, 50-3, 50-4, 50-4, 50-5, 50-6, 50-7, 50-8, 51 and 52. .

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

The Town Council requests that the Commissioner of the Department of Resources and Economic Development declare this portion an Economic Recovery zone and authorizes the Town Administrator to execute any agreements.

First Reading:	June 1, 2016
Second Reading:	July 20, 2016
Approval:	November 2, 2016

Approved: \_\_\_\_\_

Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_

Terri J. Littlefield, Town Clerk