



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

**WEDNESDAY, FEBRUARY 7, 2018, 7:00PM
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

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. January 17, 2018 Regular Meeting Minutes
 - b. January 17, 2018 Non-Public Meeting Minutes
5. **Report of the Town Administrator**
6. **Committee Reports**
7. **Old Business**
 - a. **Resolutions/Ordinances in the 2nd Reading –**
 - i. Resolution #2017/2018-28—*Authorizing the Town Administrator enter into an agreement with Siemens Industry, Inc. for HVAC Services for Town Facilities.*
 - ii. Resolution #2017/2018-29—*Authorizing the Town enter into an agreement with Martineau Electric, Inc. for Electrical Services for Town Facilities.*
 - iii. Resolution #2017/2018-30—*To enter into a two-year contract to provide Dispatch Services to the Town of Newfields, NH.*
 - b. **Resolutions/Ordinances in the 3rd Reading – None**
 - 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 1st Reading

- i. Resolution #2017/2018- 31 –Enter into a Contract with Electrical Installation for Water & Sewer Supervisory Control and Data Acquisition (SCADA) System Improvements.
- ii. Resolution #2017/2018-32– Withdrawal of Water and Wastewater Department Capital Reserve Funds for Water and Sewer Supervisory Control and Data Acquisition (SCADA) System Improvements.
- iii. Resolution #2017/2018-33 –An Engineering Contract for Bennett and Sewall Well Improvements.
- iv. Resolution #2017/2018-34– Withdrawal of Water Department Capital Reserve Funds for Bennett and Sewall Well Improvements Project.

c. Correspondence to the Town Council

d. Closing Comments by Town Councilors

e. Next Council Meeting--February 21, 2018 in the Town Hall Auditorium

9. Adjournment

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6 **TOWN OF NEWMARKET, NEW HAMPSHIRE**
7 **TOWN COUNCIL REGULAR MEETING**
8 **JANUARY 17, 2018 7:00PM**
9 **TOWN COUNCIL CHAMBERS**
10

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12 **PRESENT:** Council Chairman Dale Pike, Council Vice Chairman Toni Weinstein, Councilor Amy Thompson,
13 Councilor Gretchen Kast, Councilor Kyle Bowden, Councilor Casey Finch
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15 **EXCUSED:** Councilor Amy Burns
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17 **ALSO PRESENT:** Town Administrator Steve Fournier
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19 **AGENDA**
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21 Chairman Dale Pike welcomed everyone to the January 17, 2018 Newmarket Town Council Meeting and
22 called the meeting to order at 7:09 pm, followed by the Pledge of Allegiance.
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24 Chairman Pike stated that Councilor Amy Burns was excused.
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26 Chairman Pike asked that they start the meeting with a moment of silence for *Jack Fitzgibbons*, a former
27 Town Councilor who served on various boards in the community, for his years of service.
28

29 **PUBLIC FORUM**
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31 Chairman Pike opened the Public Forum at 7:10 pm.
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33 As no one from the public came forward, Chairman Pike closed the Public Forum at 7:10 pm.
34

35 **PUBLIC HEARING – Ordinance #2017/2108-02 Amendments to Chapter 30 of the Code of the Town of**
36 **Newmarket, New Hampshire: Allowing Permitted Parking in Certain Lots**
37

38 Chairman Pike opened the Public Hearing on Ordinance #2017/2108-02 Amendments to Chapter 30 of
39 the Code of the Town of Newmarket, New Hampshire: Allowing Permitted Parking in Certain Lots at 7:10
40 pm.

Town Administrator Fournier said the Ordinance was to allow parking in the Beech Street City Center lot, and to lease spaces between the hours of 1:00 am and 5:00 am.

As no one from the public came forward, Chairman Pike closed the Public Hearing at 7:11 pm.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

Acceptance of the Minutes of the Regular Meeting of January 3, 2018

Vice-Chair Weinstein made a motion to approve the minutes of the Regular Meeting of January 3, 2018 which was seconded by Councilor Bowden.

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of January 3, 2018 were approved by a vote of 6-0.

REPORT OF THE TOWN ADMINSTRATOR

Town Administrator Steve Fournier provided an update on the **FY2018 Budget**. He said that the Town had expended 53% of the overall budget and 54% of the general fund budget, and said it was on target compared to last year. He said Revenues were of no concern at this time, with Motor Vehicles trending the same as well as Building Permits.

Town Administrator Fournier asked that before leaving this evening all Council members sign the **Default Budget and the Warrant Articles** for the Deliberative Session on February 3, 2018 at 9:00 am in the Town Hall. He said the filing period would open on January 24th and run through February 2, 2018.

Town Administrator Fournier said the Town had been initially approved for a **Homeland Security Grant** for the Emergency Operations Plan upgrade. He said the Bureau of Homeland Security was requiring that the minutes of a public meeting state that the Town Council had given him the authority to complete the application and sign for this grant. He said the minutes of this meeting would show he was authorized to sign for the grant if there were no objections from the Town Council.

The Town Council agreed to authorize the Town Administrator to complete and sign for the Homeland Security Grant for the Emergency Operations Plan upgrade.

Town Administrator Fournier said they had received a **Petition Warrant Article** to allow **Keno** in the Town. He said it would be placed on the ballot with signatures and certified by the Town Clerk, and a Public Hearing would need to be held no more than 30 days before the Election and no less than 15 days. He said he was scheduling the Public Hearing for the February 21st Town Council Meeting. He said he had asked the Town Attorney whether the Council needed to place a recommendation of passage or non-passage on the ballot, but was told they did not.

Town Administrator Fournier said he did receive another Petition Warrant Article to increase the **Veterans Tax Credit**, but that in their form of government it was up to the Town Council as a legislative body to increase it, and said the request could not be received by warrant and also lacked the necessary signatures. He said he had reported to the Town Council in October 2016 that the law had changed and would now allow any veterans who had served 90 days in the Armed Forces with an honorable discharge to apply for the \$500 exemption. He said they estimated this would include another 152 veterans which would cost the Town approximately \$76,000 additional, and said there were 293 residents currently receiving the credit.

Vice-Chair Weinstein asked when it was last increased. Chairman Pike said it seemed clear that in the past this had served as a special thanks to combat veterans. He said they might want to allow all wars to be listed and possibly increase the amount. Town Administrator Fournier said the maximum by State Law was \$500 and they had to follow what conflicts the State allowed. Chairman Pike suggested recommending to their representative that other conflicts should be included. Councilor Thompson asked if there was a balance here to be able to include more people regardless of the name of the conflict.

Councilor Kast asked if the Town would serve them better by just giving services rather than a tax credit. Chairman Pike asked what the next step would be, and Town Administrator Fournier said the Council could propose a resolution to be voted on, or just leave as it was currently. He said RSA-72:28 stated that it included any other war or conflict which had occurred since May 1975 in which an individual had won an Armed Forces Expeditionary Medal or a Theatre of Operations Service Medal. Chairman Pike said in effect this meant later wars were also covered. Councilor Thompson said she would hope that if an individual asked the Town Clerk, and provided proof they were within the law, they could apply for the exemption.

Town Administrator Fournier said the resolution for providing **Dispatch Services for Newfields** was on the agenda for a first reading, and said the Select Board of Newfields had already approved the agreement. He said he intended to roll out the services by March 1, 2018. Councilor Bowden said Newmarket did a fantastic job of clearing roads in snow events, but that some surrounding towns did not seem to be as efficient. He said he had concerns with the level of cleanup in Newfields for the roads. Town Administrator Fournier said cul-de-sacs were the responsibility of the Town of Newfields, but the rest were State roads which would be the responsibility of NHDOT.

Town Administrator Fournier said that as of January 10th the **LED Lighting Project** was pretty much complete. He said several smaller decorative lights had to be ordered, otherwise every light in Town had been changed over. Councilor Thompson said she had heard some complaints that the lights were too bright but she found it less distracting driving through Downtown. Town Administrator Fournier said the LED lights aimed down so things looked brighter beneath them. He said the Public Works Director had noticed being able to see much more when he was plowing.

COMMITTEE REPORTS

Councilor Finch said the *Conservation Commission* met January 11, 2018. He said they were working on some signage for kiosks at the Piscassic/Loiselle Property which should be up shortly. He said there was

an ongoing conversation about concerns for Schanda Park and what needed to be done to mitigate the erosion. He said they also talked about easement monitoring and were waiting for reports.

Vice-Chair Weinstein said the *Budget Committee* met January 8, 2018, and it was the final meeting prior to the Deliberative Session. She said it was the Public Hearing for the School Budget, but that no one from the public was present and the Budget Committee voted unanimously to recommend the School FY2018/19 Budget.

OLD BUSINESS

ORDINANCES AND RESOLUTIONS IN THE 2ND READING

Ordinance #2017/2108-02 Amendments to Chapter 30 of the Code of the Town of Newmarket, New Hampshire: Allowing Permitted Parking in Certain Lots

Vice-Chair Weinstein made a motion to approve *Ordinance #2017/2108-02* Amendments to Chapter 30 of the Code of the Town of Newmarket, New Hampshire: Allowing Permitted Parking in Certain Lots, which was seconded by Councilor Thompson.

Town Administrator Fournier said all they were doing was amending Chapter 30 of the Town Code to add 29 Beech Street, the former Senior Center parking lot. He said people could apply for permits to park between the hours of 1:00 am and 5:00 am, and said this allowed for overnight parking and only people with permits could park there.

Discussion: Councilor Kast asked how popular permitting was for the lots already available, and Town Administrator Fournier said they were popular. Vice-Chair Weinstein asked how many spaces were in the lot, and Town Administrator said they were allowing all of them. Vice-Chair Weinstein asked what the process was for application. Town Administrator Fournier said they would make an application to the Police Department and pay a monthly fee of \$40.00.

Town Administrator Fournier polled the Council and *Ordinance #2017/2108-02* Amendments to Chapter 30 of the Code of the Town of Newmarket, New Hampshire: Allowing Permitted Parking in Certain Lots was approved by a vote of 6-0.

Non-Public Minutes

Town Administrator Fournier said before they moved forward, he needed a motion to seal the minutes of the Non-Public Session pursuant to RSA 91-A:3,II(a) - Personnel.

Vice-Chair Weinstein made a motion to seal the minutes of the Non-Public Session which was seconded by Councilor Kast. Town Administrator Fournier polled the Council and the motion to seal the minutes of the Non-Public Session were approved by a vote of 6-0.

ORDINANCES AND RESOLUTIONS IN THE 3RD READING – None

ITEMSLAIDONTHE 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 – None

ORDINANCES AND RESOLUTIONS IN THE 1ST READING

Resolution #2017/18-28 Authorizing the Town Administrator to enter into an Agreement with Siemens Industry, Inc. for HVAC Services for Town Facilities

Chairman Pike read Resolution #2017/18-28 Authorizing the Town Administrator to enter into an Agreement with Siemens Industry, Inc. for HVAC Services for Town Facilities by title only.

Resolution #2017/2018-29 Authorizing the Town Administrator to enter into an agreement with Martineau Electric, Inc. for Electrical Services for Town Facilities

Chairman Pike read Resolution #2017/2018-29 Authorizing the Town Administrator to enter into an agreement with Martineau Electric, Inc. for Electrical Services for Town Facilities by title only.

Resolution #2017/2018-30 To enter into a Three-Year Contract to Provide Dispatch Services to the Town of Newfields, New Hampshire

Chairman Pike read Resolution #2017/2018-30 To enter into a Three-Year Contract to Provide Dispatch Services to the Town of Newfields, New Hampshire in full.

Town Administrator Fournier stated that the third paragraph was not supposed to be in the resolution and it would be amended.

CORRESPONDENCE – None

CLOSING COMMENTS

Councilor Kast said she had walked to the meeting tonight and wanted to compliment the crews who cleaned the sidewalks.

NEXT MEETING: The next Regular Town Council Meeting will be held on February 7, 2018.

ADJOURNMENT

Town Council Regular Meeting
January 17, 2018

- 216 Chairman Pike adjourned the meeting at 7:35 pm.
217
218 Respectfully submitted,
219 Patricia Denmark, Recording Secretary

DRAFT



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

REPORT OF THE TOWN ADMINISTRATOR
February 7, 2018

Valuation of the Town: We have received the DRA Sales Ratio Survey. As was expected, the Town is assessed at approximately 80.5% valuation. In comparison, when we completed our last statistical update five years ago, the value of the Town was approximately 110%.

We will be conducting another statistical update in the coming year that will correct this issue.

Town Hall Renovations: Starting February 19 for a period of 3 weeks we have a contractor coming in to do a renovation of the Town Council chambers. During this period, the chamber will be unavailable for meetings due to the complexity of the project and the scope of work. The majority of the work will be contained to the chamber with one exception of the installation of a doorway at the back of the chamber exiting into the hallway.

NHDOT v Town of Newmarket: We received notice from the Town Attorney that the NHDOT wishes to close the case regarding repayment of funds for the Rt. 108 Bike Lane Project. This, in effect, closes the case and the town has won.

ONGOING PROJECTS

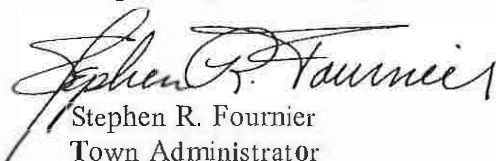
***This section will not be reported on orally to the Town Council at the meeting, but will use this as a chance to update on any developments in ongoing projects. ***

Financial Software Upgrades: This will be a large project this coming year. We held the kick off meeting on February 1.

Homeland Security Grant: Waiting for notice from the State.

LED Lighting: Completed

Respectfully Submitted,


Stephen R. Fournier
Town Administrator



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/2018 - 28

Authorizing the Town Administrator enter into an agreement with Siemens Industry, Inc.
for HVAC Services for Town Facilities:

WHEREAS: it has been determined that our Town HVAC systems may not be operating to their peak performance and have been lacking for preventative maintenance services for a period of time, and

WHEREAS: the Director of Facilities requested proposals from nine (9) different HVAC service providers, posted a Request for Proposals (RFP) on our website, and notified construction reporting services, and

WHEREAS: The Town received three (3) submissions:

Siemens Industry of Scarborough Maine	\$29,015.00 **
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** Deduction of \$1,450.75 for combined School service agreement (\$27,564.25)

Thermo Dynamics of Eliot, Maine	\$7,860.00
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M2 Services of Exeter, New Hampshire	\$28,990.01, and
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WHEREAS: the Town Administrator recommends that the Town enters into an agreement with Siemens Industry, Inc. of Scarborough, Maine with the deduction of \$1,450.75 being accepted as detailed in their submission creating a HVAC Services agreement for the Town of Newmarket of \$27,564.25 annually.

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

The Town Council authorizes the Town Administrator to enter into an agreement with Siemens Industry, Inc. of Scarborough, Maine for HVAC services for Town facilities with funding being derived within regular operating accounts for each facility's General Fund 448 within the Buildings and Grounds budget.

First Reading: January 17, 2018

Second Reading: February 7, 2018

Approval:

Approved: _____
Dale Pike, Chair 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

TOW NOF NEWMA RKET,NEW HAMP SHIRE

STA FF RE PO RT

DATE May 30 8

TITLE: Resolution: 2017/2018-28 - HVAC Services Agreement for Town Facilities

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend awarding the proposals to Siemens

BACKGROUND:

We conducted a full inspection of all Town Facilities as it relates to Heating, Ventilation, and Air Conditioning (HVAC) revealing several areas of concern for not only the condition of our equipment but the lack of quality preventative maintenance. This lack of proper maintenance can cause diminished life expectancy, increased operational costs, environmental quality issues, and lack of system control measures. This is the case in many of our current systems in place in our facilities.

November 29, 2017 we created a "Request for Proposals" (RFP) for HVAC Services within the Town Facilities, we e-mailed 9 local contractors the RFP, posted it on the website, and notified construction reporting services. A sealed bid opening was conducted December 21, 2017 at 11:00am in the Facilities Office at Town Hall. We received three (3) respondents to our solicitation for HVAC Services Agreement for Town Facilities.

DISCUSSION:

We received three (3) responses with the following results:

Thermo Dynamics \$7,860.00 per year

M2 Services \$28,990.01 per year

Siemens Industry \$29,015.00 per year **

** Siemens offered a deduction of \$1,450.75 for aligning the Town Service agreement to the Schools Service agreement we currently have in place.

We contacted the low bidder requesting information on their pricing structure being considerably less than the two (2) other submissions. They feel that they can service the eight (8) facilities which includes twenty-nine (29) different pieces of heating equipment, over forty (40) different pieces of air handling/cooling equipment, and several other sundries connected to the plants for the quoted annual cost structure. With the total amount of equipment requiring servicing, we are very concerned that the level service required would not be met as detailed in our RFP.

FISCAL IMPACT:

The fiscal impact would be absorbed within our regular operating accounts for each facility's General Fund 448 within the Buildings and Grounds budget.

RECOMMENDATION:

We are recommending the Siemens Industry be awarded the service agreement based on the deduction of the \$1,450.75 listed in their submission, creation of synergies within the town and school facilities, and the goal of expanding shared services within our community. The offered savings amount lowers Siemens submission to \$27,564.25, which is below the second (2nd) submission's proposal. We have removed the low bidder from consideration based on prior performance issues, large discrepancy between bidders, and the scope of services required under this agreement.

DOCUMENTS ATTACHED:

Request for Proposal (RFP)
Bid tabulation sheet
Proposal submissions

Town of Newmarket
Greg Marles

Director of Facilities
Town and School Facilities
Town Hall
186 Main Street
Newmarket, NH 03857



603-659-3617 *1325

gmarles@newmarketnh.gov

Request for Proposal
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:

Facilities Office
Town of Newmarket
186 Main Street
Newmarket, NH 03857
Town HVAC Services Proposal

All proposals/bids must be received by December 21, 2017 at 11:00am in the Facilities Office located at Newmarket Town Hall.

Gregory Marles, CPO, CPM, LEED-GA
Director

Town of Newmarket
Request for Bid – HVAC Services

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, 2019. 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.

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 Gregory Marles, Director of Facilities at (603) 659-3617 or gmarles@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 Facilities or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Facilities 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 Facilities 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 Facilities in a timely manner. The Director of Facilities, 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 Facilities, 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

Please see equipment list attachments for filter change frequencies, cleaning schedules, filter types, and operational checks.

e. Locations and Equipment List:

See attachment "A"

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: \$ _____

Bid Price in Words: _____

Community Center:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Police Station:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Sunrise Center:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Water/sewer plant:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Senior Center: (Beech Street)

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Library:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

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

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

OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? _____
- Have you failed within the last seven years to complete any work awarded to you? _____. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? _____. If yes, where and why? (attach explanation)

- Have you ever failed to complete a project in the time allotment according to the Contract Documents? _____. 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. _____
2. _____
3. _____

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		Warranty/Guarantee	
Address		FOB Information	
City, State, Zip		Availability	
E-mail Address		State of Incorporation	
Telephone Number		Price holds for	
Fax Number			

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

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 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.

4. 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 Facilities 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.

Equipment List

Location	Equipment type	Quantity	Service type	Manufacture	Model Number	Annual Servicing	Filter changes	additional Information
Town Hall	Boiler	2	Annual Cleaning	Weil McIn			1	
Town Hall	Boiler	2	Mid-season Service	Weil McIn			1	
Town Hall	Circulator	2	General Service	Taco			2	
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Trane	G-45249021		1	
Town Hall	Air Handler with coils	1	General Service	Trane	TWE030		1	3 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Trane	G-36295996		1	
Town Hall	Air Handler with coils	1	General Service	Trane	TWE030		1	3 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Trane	G-21253618		1	
Town Hall	Air Handler with coils	1	General Service	Trane	TWE030		1	3 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Trane	G-46255077		1	
Town Hall	Air Handler with coils	1	General Service	Trane	TWE030		1	3 Fresh air intake screen cleaning (1)
Town Hall	Ductless split	2	General Service	Mitsubishi	MSZ-GE24NA		2	2 Washable
Town Hall	Ductless split	2	Pre season Cleaning	Mitsubishi	MX25C42NA		2	
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Carrier	38TK048350		1	
Town Hall	Air Handler with coils	1	General Service	USM	USM348AP		1	3 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Lenox	H529-461-2p		1	
Town Hall	Air Handler with coils	1	General Service	USM	48MBxr-4hw		1	2 Fresh air intake screen cleaning (1)
Town Hall	Air Handler with coils	1	General Service	USM	48MBxr-4hw		1	2 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Lenox	H529-461-2p		1	2 Fresh air intake screen cleaning (1)
Town Hall	Air Handler with coils	1	General Service	USM	USM348AP		1	2 Fresh air intake screen cleaning (1)
Town Hall	DX/Condensing unit	1	Pre season Cleaning	Lenox	H529-461-2p		1	2 Fresh air intake screen cleaning (1)
Town Hall	Zone Valves (electric)		Pre-heating operational	Several			1	Check for general operation (report non-functioning units)
Town Hall	Baseboard control (non-electric)		Pre-heating operational	Several			1	Check for general operation (report non-functioning units)
Town Hall	Domestic water heater	2	General Service				1	
Community Center	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Sterling	QVED-350		1	
Community Center	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Sterling	QVED-350		1	3
Community Center	Air handler/DX coil/gas fired	1	Control operations	various			2	Check cooling. Heat operations in season
Community Center	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Sterling	QVED-400		1	
Community Center	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Sterling	QVED-400		1	3
Community Center	Air handler/DX coil/gas fired	1	Control operations	various			2	Check cooling. Heat operations in season
Community Center	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Reznor	HXE125-8-se		1	
Community Center	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Reznor	QVED-400		1	3
Community Center	Air handler/DX coil/gas fired	1	Control operations	various			2	Check cooling. Heat operations in season
Community Center	Condensing unit	1	pre-season cleaning	Trane	TTR048		1	
Community Center	Condensing unit	1	pre-season cleaning	Trane	TTR060		1	
Community Center	Condensing unit	1	pre-season cleaning	Trane	2TTB30		1	
Police Station	Ductless split	1	General Service	Sanyo			1	3 Washable
Police Station	Ductless split	1	Pre season Cleaning	Sanyo			1	
Police Station	Ductless split	1	General Service	Sanyo			1	3 Washable
Police Station	Ductless split	1	Pre season Cleaning	Sanyo			1	
Police Station	Ductless split	1	General Service	Panasonic	CU-E24NKUA		1	3 Washable
Police Station	Ductless split	1	Pre season Cleaning	Panasonic	CU-E24NKUA		1	
Police Station	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Trane	XE-80		1	4 Pleated Filter
Police Station	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Trane	TTR060		1	
Police Station	Air handler/DX coil/gas fired	1	Control operations	various			2	Check cooling. Heat operations in season
Police Station	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Trane	XE-80		1	4 Pleated Filter
Police Station	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Trane	TTR060		1	
Police Station	Air handler/DX coil/gas fired	1	Control operations	various			2	Check cooling. Heat operations in season
Police Station	Air handler/DX coil/gas fired	1	Pre-season heating cleaning	Bryant			1	4 Pleated Filter
Police Station	Air handler/DX coil/gas fired	1	Pre-season DX cleaning	Bryant			1	
Police Station	Air handler/DX coil/gas fired	1	Control operations				2	
Police Station	Unit heater	1	Pre-season heating cleaning	Dayton Electric	3E241B		1	
Sunrise Center	Air handler/DX coil/gas fired	1	pre-season heating and cooling	Bard			1	2
Sunrise Center	Condensing unit	1	Pre-season cooling	Bard	30UACSA		1	
Sunrise Center	Ductless split	1	Pre-season cooling	Mitsubishi	MSY-D30NA		1	2 Washable
Sunrise Center	Ductless split	1	Pre-season cooling	Mitsubishi			1	
Sunrise Center	Heat recovery ventilator	2	General	Renewairst	EV-70		1	2
Sunrise Center	Domestic water heater	1	General	Knight			1	
Sunrise Center	Floor heater	1	General				1	
Senior Center	Gas fired warm air furnace	1	pre-season heating				1	
Senior Center	Gas Fired domestic water heater	1	General Service				1	
Senior Center	Through the wall air conditioner	1	Pre-season cooling				1	1 washable
Fire/rescue	Air handler/DX coil/gas fired	1	pre-season heating and cooling	Bryant	580FPV060		2	2
Fire/rescue	Air handler/DX coil/gas fired	1	pre-season heating and cooling	Bryant	580FPV103		2	2
Fire/rescue	Condensing unit	1	Pre-season cooling	Bryant			1	
Fire/rescue	Condensing unit	1	Pre-season cooling	Bryant			1	
Fire/rescue	Make-up air unit	1	General	Modine	HDE500TMRL		2	3
Fire/rescue	Exhaust fans	4	General				1	Check calibration of cO2 sensor annually
Public Works	Air handler/DX coil/gas fired	1	pre-season heating and cooling	Bryant	580FPV09		2	3 Activated carbon air filters
Public Works	Air handler/DX coil/gas fired	1	pre-season heating and cooling	Bryant	580FPV06		2	3 Activated carbon air filters
Public Works	Condensing unit	1	Pre-season cooling	Bryant			1	
Public Works	Condensing unit	1	Pre-season cooling	Bryant			1	
Public Works	Gas fired unit heaters	6	Pre-season heating cleaning	Modine	PDP250		1	
Public Works	Exhaust Fam w/o cO2	3	General				1	
Public Works	Exhaust fans with cO2	1	General				1	Check calibration of cO2 sensor annually
Public Works	Domestic water heater Gas fired	1	General Service	Weil McIn			1	
Public Works	Circulators	2	General Service	Taco			1	
Public Works	Ductless split	1	Pre-season cooling	Sanyo			1	2 washable filters
Public Works	Ductless split	1	Pre-season cooling	Sanyo			1	2

Library	Air Handler with DX	1 pre-season heating and cooling	Trane	2	2
Library	Air Handler with DX	1 pre-season heating and cooling	Trane	2	2
Library	Air Handler with DX	1 pre-season heating and cooling	Trane	2	2
Library	Air Handler with DX	1 pre-season heating and cooling	Trane	2	2
Library	Condensing unit	1 Pre-season cooling	Trane	1	
Library	Condensing unit	1 Pre-season cooling	Trane	1	
Library	Condensing unit	1 Pre-season cooling	Trane	1	
Library	Condensing unit	1 Pre-season cooling	Trane	1	
Library	Boiler plant	1 Annual Cleaning	Peerless	1	
Library	Boiler plant	1 Mid-season Service	Peerless	1	
Library	Circulators	1 General Service		1	
Water Plant	Steam Boiler	Annual Cleaning		1	
Water Plant	Steam Boiler	Mid-season Service		1	
Water Plant	Ductless split	Pre-season cooling		1	
Water Plant	Ductless split	Pre-season cooling		1	
Ash Swamp water	Gas fired unit heaters	2 pre-season heating	Modine	3H037216	1

Note: Waste water plant new facility not included at this time, but will be added to the contract after warranty period.



Newmarket Facilities and Grounds Department

RFP/RFQ Tabulation Sheet

RFP/RFQ Project Type: RFP FOR HVAC SERVICES

RFP/RFQ Project Location: ALL TOWN LOCATIONS

Date due: 12-21-17 Time due: 11:00AM Conducted by: GREG MARLES

Opening Location: FACILITIES OFFICE

Submission Type:	RFP	RFQ	RFP/RFQ
Submission By:		Bid Amount:	Notes
1. <u>Siemens Industries</u>		<u>29,015.-</u>	<u>REDUCTION OFFERED</u>
2. <u>M2 Mechanical</u>		<u>28,990.01</u>	
3. <u>Thermo Dynamics</u>		<u>1,860.-</u>	
4. _____		_____	_____
5. _____		_____	_____
6. _____		_____	_____

Town of Newmarket
Facilities and Grounds Department
186 Main Street
Newmarket, New Hampshire
1-603-659-3617 Ext 1325
Gmarles@newmarketnh.gov



Industry

December 20, 2017

Via Overnight Delivery

Facilities Office
Town of Newmarket
186 Main Street
Newmarket, NH 03857
Att: Greg Marles

Re: Response to Request for Proposal – HVAC Services

Dear Mr. Marles and the Review Committee:

Siemens Industry, Inc. is pleased to present our response to your Request for a Proposal for HVAC Maintenance, Inspection & Repair Services for the Town of Newmarket.

Siemens will ensure that the Town receives the highest quality of mechanical services, as well as other energy-related services, while realizing maximum savings. The Siemens team provides experience, qualifications, value and the ability to provide necessary services to our New Hampshire customers.

Our total bid price of \$29,015.00 would be discounted by 5% if the Town's service agreement were to be combined with service agreements for the schools, for a savings of \$1,450.75. The proposal and the pricing contained therein will remain valid and binding for a period of 60 days from the date and time of the bid opening.

I look forward to hearing from you with a favorable response.

Very truly yours,

Jeffrey Goranson
Branch General Manager

Enclosure

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: \$8,832.90

Bid Price in Words: Eight thousand eight thirty-two dollars and ninety cents

Community Center:

Bid Price in Figures: \$2,594.33

Bid Price in Words: Two thousand five hundred ninety-four and thirty three cents

Police Station:

Bid Price in Figures: \$3,631.00

Bid Price in Words: Three thousand six hundred thirty-one

Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$7,715.00

Bid Price in Words: Seven thousand seven hundred fifteen

Sunrise Center:

Bid Price in Figures: \$1,107.00

Bid Price in Words: One thousand one hundred and seven

Water/sewer plant:

Bid Price in Figures: \$1,374.00

Bid Price in Words: One thousand three hundred seventy four

Senior Center: (Beech Street)

Bid Price in Figures: \$752.68

Bid Price in Words: Seven hundred fifty two and sixty eight cents

Library:

Bid Price in Figures: \$2,984.00

Bid Price in Words: Two thousand nine hundred eighty four

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

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

OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 5
- 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)

HVAC Manager _____

Title



1. Quote is valid for 30 days from date of submission and 1 fiscal year.
2. Project planning commences upon issuance of purchase order or customer's acceptance signature.
3. Payment terms are net 30 days.
4. Work is to be scheduled during normal working hours, unless agreed in advance.
5. M2 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.
6. M2 reserves the right to adjust this estimate accordingly as working conditions are affected, additional materials are needed, and alternate factors interject. Any amendments will be agreed in advance with the project sponsor.

Estimate Submitted by: Jerry Cote and Steve Klatt

Date: 12/20/17

Approved and Accepted by: _____

Date: _____

About Us

M2 Service Group is a fully bondable, fully insured with a \$5m umbrella, and a licensed division of M2 Facility Solutions LLC. M2 has been servicing the needs of commercial customers, contractors, and municipalities, for over 25 years and we support a fully functional field service team equipped with the very best technical expertise and equipment.

M2 operates two divisions providing:

1. HVAC contractors throughout New England
2. Drain and sewer services, under the Rooter-Man franchise, throughout ME and NH. A franchise that has operated successfully for over 20 years successfully.

M2 has a high level of expertise, are focused on service, and thus have valuable repeat customers who can attest to the professional and effective nature of our surveys. I will be happy to provide you with testimonials or customers to contact.

H.V.A.C. Services Proposal

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, INC.

43 Dow Highway, Route 236

P.O. Box 608

Eliot, ME 03903

Phone: 207.439.5049

Fax: 207.439.5063

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: \$ 1,890.00

Bid Price in Words: One thousand eight hundred ninety dollars

Community Center:

Bid Price in Figures: \$ 960.00

Bid Price in Words: Nine hundred sixty dollars

Police Station:

Bid Price in Figures: \$ 810.00

Bid Price in Words: Eight hundred ten dollars

Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ 1,170.00

Bid Price in Words: One thousand one hundred seventy dollars

Sunrise Center:

Bid Price in Figures: \$ 535.00

Bid Price in Words: Five hundred thirty five dollars

Water/sewer plant:

Bid Price in Figures: \$ 795.00

Bid Price in Words: Seven hundred ninety five dollars

Senior Center: (Beech Street)

Bid Price in Figures: \$ 350.00

Bid Price in Words: Three hundred fifty dollars

Library:

Bid Price in Figures: \$ 1,350.00

Bid Price in Words: One thousand three hundred fifty dollars



"New England's #1 Chiller Service Group."

THERMO DYNAMICS, INC.

43 Dow Highway, Route 236

P.O. Box 608

Eliot, ME 03903

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 \$75./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?
25 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)



"New England's #1 Chiller Service Group."

THERMO DYNAMICS, INC.

43 Dow Highway, Route 236

P.O. Box 608

Eliot, ME 03903

Phone: 207.439.5049

Fax: 207.439.5063

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>VA Hospital, Boston</u> | <u>Dan Willis, 857-364-5412</u> |
| 2. <u>Frisbie Memorial Hospital</u> | <u>Michael Williams, 603-335-8427</u> |
| 3. <u>Hutchinson Sealing Systems</u> | <u>Nathan Tine, 603-438-8729</u> |


**CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND
SIGNATURE REQUIRED:****Contact information:**

Official Entity Name	THERMO DYNAMICS	Warranty/Guarantee	1-year, new installation; 30-days, repair
Address	PO Box 608	FOB Information	FOB Destination, Prepaid & Add
City, State, Zip	Eliot, ME 03903	Availability	immediate
E-mail Address	thermodynamics@comcast.net	State of Incorporation	Maine
Telephone Number	207.439.5049	Price holds for	30 days
Fax Number	207.439.5063		


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



Date



Title

*"New England's #1 Chiller Service Group."*

TOWN OF NEWMARKET PROPOSAL FOR HVAC SERVICES 2017

M2 MECHANICAL SERVICES
151 EPPING ROAD
EXETER N.H. 03833
603-6587814

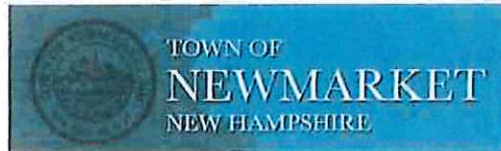


M2 Service Group

Customer: Facilities Office, Town of Newmarket
Attn: Gregory Marles

Work Location: Newmarket NH - Town Buildings Indicated

RE: HVAC Services to be administered to the Town of Newmarket for Fall & Spring Services ending June 30, 2019.



PROPOSAL SCOPE

Semi-Annual Preventative Maintenance shall include the following items listed below. At the conclusion of each season's work, a written report will be provided to the Director of Facilities, including any work recommended and any areas of concerns.

Pursuant to Our Conversation, As Requested - PM Services Quoted for:

- Fall 2017
- Spring 2018
- (2) Mid-Season 2018 on Specific Units
- Fall 2018

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

M2 Service Group, a Division of M2 Facility Solutions, LLC.

www.m2servicegroup.com | TF: (855)-398-4250 | 151 Epping Rd. Exeter, NH 03833



151 Epping Road
Exeter, NH 03833
855-398-4250

steve@m2servicegroup.com
www.m2servicegroup.com

HVAC CAPABILITIES STATEMENT

INTRODUCTION:

Service of HVAC units for commercial buildings throughout New England.

CORE COMPETENCIES:

- Preventive maintenance programs, customized for your needs.
- Controls: installations, upgrades and service
- Repair, replacement and retro-fit
- Territory: New England-wide
- Self-performing technicians: our own fully trained technicians on all jobs.

Women Owned Small Business

DUNS: 96 850 7728

NAIC CODE: 238220, 236220

PSC CODES: J041, J045, J047

CAGE: 7KKU4

INSURED: \$5,000,000

BONDED: \$2,000,000

PAST PERFORMANCE:

- Data Center & Colocation Facilities
- Hospital & Medical Buildings
- Factories
- Power Plants
- Health Clubs

DIFFERENTIATORS:

We at M2 know what we do well and our niche is **service of HVAC units** on commercial sites. We are not distracted by large constructions crews, or large bid jobs, we do not service just one manufacturer. We are ready to repair, replace, retro-fit and recommend more efficient running of the units. At M2 Service Group, it's all about service . . . after all, **Service is our middle name!**



Town of Newmarket NH						
Preventive Maintenance						
Price Includes: Fall 2017, Spring 2018, Mid-Season Filter Change, Fall 2018: As Indicated.						
Building	When	PM Description of Work	Materials	Labor Hours	Labor Cost	Truck Charge
Total						
Town Hall	Fall	Two boilers Weil Mcain oil fired. Fall tune up and cleaning, change nozzles, change oil filter.		12	\$1,008	\$45.00
						\$1,053.00
	Mid-Season	Combustion check on both units. Check pump couplings and oil motors.		3.5	\$294	\$45.00
						\$339.00
	Spring, Mid, Fall	Service 8 hvac systems for spring PM, change filters, take readings and record on all systems. Spring 20 hours, fall 20 hours, mid season filter change 6 hours	\$ 438.90	66	\$5,544	\$270.00
	Spring, Fall	One ductless split, Mitsubishi		3	\$252	\$45.00
	Spring, Fall	Two domestic hot water, gas fired.		6	\$504	\$45.00
		Check multiple water valves (note glycol in system shows signs of multiple leaks in the piping.)				
	Spring, Fall	Assumes all air handlers are direct drive If belts are needed they will be billed as an add on until established and redefined.		3	\$252	\$90.00
						\$342.00
	*					
Sub Total			\$ 438.90	93.5	\$7,854	\$540.00
						\$8,832.90
Senior Center						
	Fall	Warm Air Gas Furnace	\$ 14.93	2	\$168	\$90.00
	Spring, Fall	Gas Hot Water Heater		3	\$252	
	Spring	Thru Wall A/C	\$ 14.75	2	\$168	\$45.00
Sub Total						\$227.75
						\$752.68

Town of Newmarket NH						
Preventive Maintenance						
Price Includes: Fall 2017, Spring 2018, Mid-Season Filter Change, Fall 2018. As Indicated.						
Building	When	PM Description of Work	Materials	Labor Hours	Labor Cost	Truck Charge
Water Plant	Fall	(1) Steam Boiler PM.	\$ 528.00	3.5	\$294	\$90.00
						\$912.00
	Spring	Old Ductless Split, includes Coil Cleaning		1.5	\$126	
	Fall	(2) Gas Fired Unit Heaters		4	\$336	
						\$126.00
						\$336.00
Sub Total						\$1,374.00
		(3) Air Handlers with Condensers, Gas Fired. Filters and Condenser Coil Cleaning in Spring. PM Heat and Filters in Fall. Filters Only Mid Season.	\$ 569.33	19.5	\$1,638	\$135.00
Community Center	Spring, Mid, Fall					\$2,342.33
	Spring, Fall	Controls PM		3	\$252	
	Fall	Unit Heater		0.5	\$42	
						\$252.00
						\$42.50
Sub Total						\$2,594.33
		(3) Ductless splits. (4) Split Units located on upper floor. Gas Fired. Includes Controls Check. Air Filters with Spring Coil Cleaning.	\$ 676.00	27.5	\$2,310	\$135.00
Police Station	Spring, Fall					\$3,121.00
	Summer, Winter	Filter Change Only		4	\$336	\$90.00
	Fall	(1) Unit Heater		1	\$84	
		(12) Filters	\$ 168.00			
						\$84.00
						\$168.00
Sub Total						\$3,631.00
Sunrise Center	Spring, Fall	(1) Split System, in closet, includes filters and belt, plus coil cleaning.	\$ 132.00	4	\$336	\$90.00
						\$558.00

**Town of Newmarket
Greg Marles**

**Director of Facilities
Town and School Facilities
Town Hall
186 Main Street
Newmarket, NH 03857**



603-659-3617 *1325

gmarles@newmarketnh.gov

**Request for Proposal
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:

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

Town HVAC Services Proposal

All proposals/bids must be received by December 21, 2017 at 11:00am in the Facilities Office located at Newmarket Town Hall.

Gregory Marles, CPO, CPM, LEED-GA
Director

Town of Newmarket
Request for Bid – HVAC Services

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, 2019. 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.

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 Gregory Marles, Director of Facilities at (603) 650-3617 or gmarlesy@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 Facilities or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Facilities 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 Facilities 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 Facilities in a timely manner. The Director of Facilities, 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 Facilities, 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

Please see equipment list attachments for filter change frequencies, cleaning schedules, filter types, and operational checks.

e. Locations and Equipment List:

See attachment "A"

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: \$8,832.90

Bid Price in Words: Eight thousand eight thirty-two dollars and ninety cents

Community Center:

Bid Price in Figures: \$2,594.33

Bid Price in Words: Two thousand five hundred ninety-four and thirty three cents

Police Station:

Bid Price in Figures: \$3,631.00

Bid Price in Words: Three thousand six hundred thirty-one

Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$7,715.00

Bid Price in Words: Seven thousand seven hundred fifteen

Sunrise Center:

Bid Price in Figures: \$1,107.00

Bid Price in Words: One thousand one hundred and seven

Water/sewer plant:

Bid Price in Figures: \$1,374.00

Bid Price in Words: One thousand three hundred seventy four

Senior Center: (Beech Street)

Bid Price in Figures: \$752.68

Bid Price in Words: Seven hundred fifty two and sixty eight cents

Library:

Bid Price in Figures: \$2,984.00

Bid Price in Words: Two thousand nine hundred eighty four

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

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

OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? 5
- 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. John Warburton _____ 603-742-2163 _____
2. Kevin Kennedy _____ 603-669-4000 _____
3. John O'Rourke _____ 603-862-1145 _____

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	M2 Facility Solutions, LLC	Warranty/Guarantee	\$5,000,000.00
Address	151 Epping Road	FOB Information	M2 Liable Until Install
City, State, Zip	Exeter, NH 03833	Availability	On Demand
E-mail Address	service@m2servicegroup.com	State of Incorporation	NH
Telephone Number	855.398.4250	Price holds for	60 Days
Fax Number	603.580.5371	WOSB, Woman Owned Small Business	Yes

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

12/20/17
Date

HVAC 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 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.

4. 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 Facilities 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, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/2018 - 29

Authorizing the Town Administrator enter into an agreement with Martineau Electric, Inc.
for Electrical Services for Town Facilities:

WHEREAS: it has been determined that our Town and School facilities electrical services have not been placed out to a competitive process through a "Request for Proposal" (RFP) format, and

WHEREAS: the Director of Facilities requested proposals from eight (8) different electrical service providers, posted a Request for Proposals (RFP) on our website, and notified construction reporting services, and

WHEREAS: The Town received two (2) submissions:

Daniels Electrical Inc. Gilford, New Hampshire	Hourly rate \$85.00ph	OT Rate \$85.00ph	Material Mark-up 10%
Martineau Electric Inc. Dover, New Hampshire, and	Hourly rate \$55.00ph	OT Rate \$82.50ph	Material Mark-up 15%

WHEREAS: the Town Administrator recommends that the Town enters into an agreement with Martineau Electric, Inc. of Dover, New Hampshire for electrical services within the Town of Newmarket facilities.

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

The Town Council authorizes the Town Administrator to enter into an agreement with Martineau Electric, Inc. of Dover New Hampshire to provide electrical services for Town facilities with funding being derived within regular operating accounts for each facility's General Fund 448 within the Buildings and Grounds budget.

First Reading: *January 17, 2018*

Second Reading: *February 7, 2018*

Approval:

Approved: _____
Dale Pike, Chair 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: January 10, 2018

TITLE: Resolution #2017/2017-29 - Electrical Services agreement for Town Facilities

PREPARED BY: Greg Marles, Director of Facilities

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend its passage 

BACKGROUND:

Currently, the Town and Schools does not have an agreement electrical services, on-call services, or emergency services for our facilities.

November 29, 2017 we created a "Request for Proposals" (RFP) for Electrical Services within the Town and School Facilities, we e-mailed 8 local contractors the RFP, posted it on the website, and notified construction reporting services. A sealed bid opening was conducted December 21, 2017 at 11:30am in the Facilities Office at Town Hall. We received two (2) respondents to our solicitation for Electrical Services Agreement for Town and School Facilities.

DISCUSSION:

We received two (2) responses with the following results:

Daniels Electrical Inc. Gilford, New Hampshire	Hourly rate \$85.00ph	OT Rate \$85.00ph	Material Mark-up 10%
Martineau Electric Inc. Dover, New Hampshire	Hourly rate \$55.00ph	OT Rate \$82.50ph	Material Mark-up 15%

FISCAL IMPACT:

The fiscal impact would be absorbed within our regular operating accounts for each facility's General Fund 448 within the Buildings and Grounds budget.

STAFF REPORT

RECOMMENDATION:

We are recommending Martineau Electric Inc. of Dover, New Hampshire be awarded the service agreement based on the rate structure provided in their submission. We will be recommending the same vendor to the School Board creating synergies within the town and school facilities.

DOCUMENTS ATTACHED:

Request for Proposal (RFP)
Bid tabulation sheet
Proposal submissions



200/100/1

Newmarket Facilities and Grounds Department

RFP/RFQ Tabulation Sheet

RFP/RFQ Project Type: RFP For ELECTRICAL SERVICE

RFP/RFQ Project Location: ALL Town P School

Date due: 12-21-17 Time due: 11:30 Conducted by: GREG MARLES

Opening Location: FACILITIES OFFICE

Submission Type:	RFP	RFQ	RFP/RFQ
Submission By:		Bid Amount:	Notes
1. <u>DANIELS ELECTRIC</u>		<u>85</u>	<u>1090 mark-up</u>
2. <u>MARTINEAU ELECTRICAL</u>		<u>55/</u>	<u>1500 mark-up</u>
3. _____		_____	_____
4. _____		_____	_____
5. _____		_____	_____
6. _____		_____	_____

Town of Newmarket
Facilities and Grounds Department
186 Main Street
Newmarket, New Hampshire
1-603-659-3617 Ext 1325
Gmarles@newmarketnh.gov

**Town of Newmarket
Greg Marles**

**Director of Facilities
Town and School Facilities
Town Hall
186 Main Street
Newmarket, NH 03857**



603-659-3617 *1325

gmarles@newmarketnh.gov

**Request for Proposal
On-call Electrical Services**

You are cordially invited to submit a Bid for Electrical 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:

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

Town and Schools Electrical Services Proposal

All proposals/bids must be received by December 21, 2017 at 11:30am in the Facilities Office located at Newmarket Town Hall.

Gregory Marles, CPO, CPM, LEED-GA
Director

Town of Newmarket
Request for Bid – Electrical Services

1. Introduction

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of Electrical Services to be administered to the Town of Newmarket for approximately two (2) years ending June 30, 2019. 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 and Schools 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 and Schools 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 and School Board.

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 Gregory Marles, Director of Facilities at (603) 659-3617 or gmarles@NewmarketNH.gov.

3. Project Requirements

a. Responsibilities

- i. The contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision and transportation to perform Electrical maintenance and repair services for Town and School Facilities.
- ii. The Director of Facilities or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Facilities shall notify the contractor. Notification may be verbal or written. The contractor will rectify the deficiency within 24 hours.
- iii. The on-call services 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 Facilities 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 Facilities in a timely manner. The Director of Facilities, 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 Electrical 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. SCOPE OF WORK:

Examples of on-call electrical services shall include, but not limited to the following: High Voltage • Repair and replace high voltage lines where required and not covered by Eversource • Replace defective or missing ground wires • Replace defective or missing service drops • Replace defective transformers when necessary and not covered by Eversource • Repair loose connections on all high voltage lines and transformers • Replace and/or repair any other related work Low voltage • Perform electrical inspection as requested • Repair electrical damage resulting from fire or other casualty Other • Replace or repair exterior light fixtures, replace bulbs, replace timers or reset timers • Replace or repair interior light fixtures, replace bulbs, replace timers or reset timers • Replace or repair interior wiring, wall sockets, switches, and fuses and electrical circuit boxes.

- i. Provide technical support to Town and School staff when required.
- ii. The Contractor shall provide continuous twenty-four (24), Seven (7) days a week on-call services for all Town and School facilities.
- iii. Emergency service response time shall be within 4 four (4) hours from when the service requested is placed with the Contractor. This coverage shall be based on Monday through Sunday (24/7).
- iv. Regular service response time be within twenty-four (24) based on Monday through Friday schedule excluding holidays. (Non-emergency requests)
- v. Scheduled service requests shall be based on the Town's, School's and Contractor's agreed upon schedule time.

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

Electrical Services

To the Town of Newmarket and Newmarket School District, 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:

Rates for labor and materials:

1. Technician \$ 55.00 /Hour regular working hours rate
2. Technician \$ 82.50 /Hour overtime or after hours rate
3. Technician \$ 110.00 /Hour holiday rates (if different)
4. Helper \$ 48.00 /Hour regular working hours rate
5. Helper \$ 72.00 /Hour overtime or after hours rate
6. Helper \$ 96.00 /Hour holiday rates (if different)
7. Truck charge if applicable: \$35.00/hour-Bucket per-visit

8. Materials Mark-up schedule: (Expressed as a percent over cost and dollar range)

\$ All material % 15

\$ %

\$ %

OTHER QUESTIONS

- How many years have you been engaged in the Electrical business under your present name? 8
- 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)
- **CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:**

Contact information:

Official Entity Name	Martineau Electric, Inc.	Warranty/Guarantee	1 Year
Address	165 Industrial Park Drive	FOB Information	Fees for special deliveries and express deliveries
City, State, Zip	Dover, NH 03820	Availability	
E-mail Address	sbell@martineauelectric.com	State of Incorporation	NH
Telephone Number	603-742-0677	Price holds for	2 Years
Fax Number	603-742-5039		

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.

Simon Bell

Signature

Vice President

Title

12-20-17

Date

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 and Schools

4. BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket and Newmarket School District 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 and Newmarket School District 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 Facilities 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.



DANIELS ELECTRIC C O R P O R A T I O N

December 19, 2017

Town of Newmarket
186 Main Street
Newmarket, NH 03857
Attn: Greg Marles
Re: **Newmarket Town Electrical Service**

Dear Greg,

Daniels Electric Corporation is pleased to provide the services per the document attached. Daniels Electric has been servicing the Town of Newmarket for the past 8 Years, we offer 24 hour service to all building officials and facilities. DEC does not offer a 24 hour call service but has provided the town with the specific contact numbers for those that would need to be contacted if case of an emergency or if any other issues arise. We offer local support to the Town as well as local continuity with the community.

DEC has provided electric services and support to the following:

Newmarket High School, Elementary School, Town Hall, Police Dept., Community center, Sunrise center, Department of public works, Street Lighting, Athletic Facilities.

Respectfully submitted,

Steve Berthiaume, Project Manager

P.O. Box 7412 • Gilford, New Hampshire 03247

Office (603) 293-4707 • Fax (603) 293-7507 • E-mail: info@danielselectriccorp.com

**Town of Newmarket
Greg Marles**

**Director of Facilities
Town and School Facilities
Town Hall
186 Main Street
Newmarket, NH 03857**



603-659-3617 *1325

gmarles@newmarketnh.gov

**Request for Proposal
On-call Electrical Services**

You are cordially invited to submit a Bid for Electrical 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:

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

Town and Schools Electrical Services Proposal

All proposals/bids must be received by December 21, 2017 at 11:30am in the Facilities Office located at Newmarket Town Hall.

Gregory Marles, CPO, CPM, LEED-GA
Director

Town of Newmarket
Request for Bid – Electrical Services

1. Introduction

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of Electrical Services to be administered to the Town of Newmarket for approximately two (2) years ending June 30, 2019. 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 and Schools 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 and Schools 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 and School Board.

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 Gregory Marles, Director of Facilities at (603) 650-3617 or gmarlesy@NewmarketNH.gov.

3. Project Requirements

a. Responsibilities

- i. The contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision and transportation to perform Electrical maintenance and repair services for Town and School Facilities.
- ii. The Director of Facilities or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Facilities shall notify the contractor. Notification may be verbal or written. The contractor will rectify the deficiency within 24 hours.
- iii. The on-call services 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 Facilities 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 Facilities in a timely manner. The Director of Facilities, 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 Electrical 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. SCOPE OF WORK:

Examples of on-call electrical services shall include, but not limited to the following: High Voltage • Repair and replace high voltage lines where required and not covered by Eversource • Replace defective or missing ground wires • Replace defective or missing service drops • Replace defective transformers when necessary and not covered by Eversource • Repair loose connections on all high voltage lines and transformers • Replace and/or repair any other related work Low voltage • Perform electrical inspection as requested • Repair electrical damage resulting from fire or other casualty Other • Replace or repair exterior light fixtures, replace bulbs, replace timers or reset timers • Replace or repair interior light fixtures, replace bulbs, replace timers or reset timers • Replace or repair interior wiring, wall sockets, switches, and fuses and electrical circuit boxes.

- i. Provide technical support to Town and School staff when required.
- ii. The Contractor shall provide continuous twenty-four (24), Seven (7) days a week on-call services for all Town and School facilities.
- iii. ~~Emergency service response time shall be within 4 four (4) hours from when the service requested is placed with the Contractor. This coverage shall be based on Monday through Sunday (24/7).~~
- iv. ~~Regular service response time be within twenty-four (24) based on Monday through Friday schedule excluding holidays. (Non-emergency requests)~~
- v. Scheduled service requests shall be based on the Town's, School's and Contractor's agreed upon schedule time.

PER GREG MARLES
12/19/17
1:10 PM

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

Electrical Services

To the Town of Newmarket and Newmarket School District, 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:

Rates for labor and materials:

1. Technician \$ 85.00 /Hour regular working hours rate
2. Technician \$ _____ /Hour overtime or after hours rate
3. Technician \$ _____ /Hour holiday rates (if different)
4. Helper \$ 65.00 /Hour regular working hours rate
5. Helper \$ _____ /Hour overtime or after hours rate
6. Helper \$ _____ /Hour holiday rates (if different)
7. Truck charge if applicable: _____ per-visit
BUCKET TRUCK \$ 200.00 PER HOUR WITH
2-WORKERS.

8. Materials Mark-up schedule: (Expressed as a percent over cost and dollar range)

\$ _____ % 10%
 \$ _____ % _____
 \$ _____ % _____

OTHER QUESTIONS

- How many years have you been engaged in the Electrical business under your present name? 22
 - 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)
- **CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:**

Contact information:

Official Entity Name	DANIELS ELECTRIC	Warranty/Guarantee	1 YEAR
Address	25 ARTISAN CT	FOB Information	JOB SITE
City, State, Zip	GILFORD NH 03041	Availability	
E-mail Address	SBERTHAUME@DANIELSELECTRIC.COM	State of Incorporation	NH
Telephone Number	603-293-4707	Price holds for	1 YEAR
Fax Number	603-293-7507		

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

Vice President

Title

12/19/17

Date

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 and Schools

4. BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket and Newmarket School District 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 and Newmarket School District 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 Facilities 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.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2017/18 - 30

Two Year Agreement to Provide Dispatch Services to the Town of Newfields

WHEREAS: The Town of Newmarket has agreed to provide dispatch services for the Town of Newfields; and

WHEREAS: The Town of Newfields and Newmarket have agreed to a three year agreement in the amount of \$28,000 for the first year and increased by the Boston CPI-U for the year beginning 2019; and

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

The Town of Newmarket enters into a three year agreement for dispatch services, beginning approximately March 1, 2018 and authorizes the Town Administrator to sign the agreement.

First Reading: January 17, 2018

Second Reading: February 7, 2018

Approval:

Approved: _____
Dale Pike, Chair 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: January 10, 2018

TITLE: Resolution #2017/2018-30 - Dispatching Service Contract with Town of Newfields

PREPARED BY: Kyle True, Police Chief 

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

I recommend its passage.

BACKGROUND: The Town of Newfields has shown interest in using the services of the Newmarket Dispatch Center for all Police, Fire and EMS emergency calls. The Town of Newfields had contracted Newmarket's services up until 2013 when they chose to use the services of Rockingham County. They have not been satisfied with the services they are receiving and wish to once again contract the services of the Newmarket Dispatch Center.

DISCUSSION: The Newmarket Police Department is seeking to contract emergency dispatching services to the Town of Newfields for an annual fee of \$28,000. Payments will be made quarterly to the Town of Newmarket. A contract has been negotiated, approved and signed by the the Newfields Board of Selectmen. Each town's respective Police Chief and Fire Chief are all in agreement that this will be beneficial to both communities with regards to efficiency and safety to first responders and the citizens they serve.

FISCAL IMPACT: A fiscal impact of \$25.00 per month (\$300.00 annually for an additional phone line) will be incurred by the Police Department's budget. This fee will be absorbed through the current operating budget. The Town of Newmarket will receive a revenue of \$28,000 annually from the Town of Newfields. No other fiscal impacts will occur.

RECOMMENDATION: I would recommend the Town of Newmarket provide dispatching services to the Town of Newfields for an annual fee of \$28,000. I would further recommend the Newmarket Town Council authorize the Town Administrator to enter into a Dispatching Service Contract with the Newfields Board of Selectmen.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

STAFF REPORT

CONTRACT FOR DISPATCH SERVICES
For the
TOWN OF NEWFIELDS, NEW HAMPSHIRE

This contract made this 9th day for January 2018, between the Town of Newmarket, a municipal corporation, and the Town of Newfields, a municipal corporation, as it relates to dispatching services provided by the Town of Newmarket.

1. The Town of Newmarket agrees to provide the Town of Newfields with dispatch services for the Town of Newfields Police Department, Fire Department and Ambulances services for a three-year period commencing on the 1st day of January 2018 and terminating on the 31st day of December 2020. Said dispatching services shall be twenty-four (24) hours per day throughout the year.
2. The cost of dispatch services charged shall be \$28,000 in the first year. This figure shall increase annually based on the United States Bureau of Labor Statistics percentage increase for the Consumer Price Index Urban, Boston for the month of July beginning July 2019. If the CPI-U Boston is negative, the prevailing rate shall continue.
3. Sixty (60) days prior to the stated termination of said Contract, the Newmarket Town Administrator shall notify the Newfields Board of Selectmen, in writing relative to establishing a meeting for the purpose of renegotiating dispatch services and cost for the ensuing year(s).
4. Cost of said service and related payments shall be made on a quarterly basis. Either Town may terminate the Contract by supplying the other Town with a sixty-day written notice of its intent to terminate the Contract. In the event that the Contract is terminated within the course of the year, the Town of Newfields will pay a pro-rated share of the funds for that remaining quarter, said amount to be paid thirty (30) days after the termination.
5. The Town of Newfields agrees that the Town of Newmarket shall control the operation of the Dispatch Center and shall establish operating procedures for dispatch services and the Town of Newfields agrees to comply with the operating procedures.
6. It is agreed that on a quarterly basis representatives of the Police Department, Fire Department and Ambulance Services for the Town of Newfields, shall meet with the Newmarket Police Chief or his designee, in order to discuss ongoing operations, and

areas of concern and/or improvement. In addition, and to the extent possible, the Town of Newfields will endeavor to assist the Town of Newmarket in securing equipment that would enhance the operations of the Dispatch Center as it relates to the Town of Newfields and dispatching services provided by and from the Town of Newmarket.

7. The Town of Newmarket Police Department agrees to allow the Town of Newfields Police Department to jointly use 155.37Mh, as their primary operating frequency. The Town of Newmarket agrees to allow the Town of Newfields Fire Department to jointly use 155.085Mh as their primary operating frequency. The Federal Communications Commission has solely licensed this frequency to the Newmarket Police Department. The Town of Newfields agrees to use this frequency in a proper and professional manner, and abide by all FCC regulations.
8. The Town of Newmarket Police Department agrees to allow the Town of Newfields Police Department access to information provided through the State Police Online Terminal Service, (S.P.O.T.S.) terminal located at the Dispatch Center. This terminal is solely licensed to the Newmarket Police Department through an agreement with the New Hampshire State Police, and will only be operated by Newmarket Police Department Personnel. The Newfields Police Department agrees to utilize information obtained through the S.P.O.T.S. network for official law enforcement purposes only, and agrees not to furnish said information to non-law enforcement personnel. The Newfields Police Department agrees to abide by any and all S.P.O.T.S. rules and procedures.
9. The Town of Newmarket Police Department agrees to provide the Town of Newfields Police Department access to the Information Management Corporation, (IMC) law enforcement records database as well as the S.P.O.T.S. network through mobile data terminals, (MDT's). The Town of Newfields will purchase and maintain any equipment and licenses necessary to access these databases from their police cruisers. The Town of Newfields Police Department agrees to only allow properly certified users to access These networks.
10. It is understood and agreed between the Town of Newmarket and the Town of Newfields that indemnifications detailed in this Contract shall be limited in scope and only exist to the extent stated in this Contract. All other duties, standards or care, and obligations involving each of the Towns with respect to the provision of services shall remain in full force and effect
 - a. The Town of Newfields agrees to hold harmless and indemnify the Town of Newmarket in all instances where the dispatch service accurately

No other form of indemnification is contemplated which is not specifically detailed in this Contract.

- Board of Selectmen
Town of Newfields, NH**

Board of Selectmen
Town of Newfields, NH

11

Date 1/9/17

Stephen R. Fournier

Page 80 of 98

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 .

Tabled: June 1, 2016

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair, Town Council

A True Copy Attest _____
Terri J. Littlefield, Town Clerk

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018-31

**Enter into a Contract with Electrical Installations for Water and Sewer Supervisory
Control and Data Acquisition (SCADA) System Improvements**

WHEREAS, the water system and wastewater pump station SCADA systems are outdated and not supported; and

WHEREAS, the Water and Wastewater Departments have set aside \$50,000.00 and \$105,000.00 respectively in their Capital Reserve Funds for the SCADA improvements; and

WHEREAS, Electrical Installations bid of \$32,800.00 and \$101,700.00 was the lowest bid for the water and wastewater SCADA improvements.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby authorize the Town Administrator to enter into an agreement with Electrical Installations to perform the Water and Wastewater Department SCADA Improvements for the sum of \$134,500.00.

First Reading: February 7, 2018

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Newmarket 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: February 2, 2018

TITLE: Resolution #2017/2018-31 & 32 - Water System and Wastewater Pumping Station Supervisory Control and Data Acquisition (SCADA) System Improvements

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

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

BACKGROUND: The Wastewater Department has six pumping stations that are within its wastewater collection system that pump wastewater to the wastewater treatment plant (WWTP) for treatment. The Town has been using a phone line system that was installed in 1969 to receive alarms at the wastewater treatment plant. For example, if a pump failed at the Cedar Street Pumping Station, a signal would travel through the phone line to the WWTP and set-off an alarm at the alarm panel. If there was no one around at the panel to acknowledge the alarm, a signal would be sent to the Newmarket Police Dispatch Station. The dispatcher would page town staff and let them know that there is a sewer alarm. The person would only know that there is a problem. The Town staff person would not know specifically which station had the problem or what the problem was until he arrived at the wastewater plant.

The alarm 1969 panel was moved into the new electrical room at the new operations building. This system is outdated and can't be tied into our new SCADA System at the WWTP. It is set up so that the Newmarket Dispatch receives the alarms. The Department has been planning to upgrade pumping stations to the new WWTP SCADA System through the Capital Improvement Process. The new system will allow town staff to monitor and make adjustments to the pumping stations with a computer. The SCADA system will directly call out town staff and inform the staff person of the specific problem. Town staff may be able to make changes on the computer to correct the problem.

The Water Department SCADA System is located at the water treatment plant on Packers Falls Road. The system was installed in 2001. It is outdated and the system is not supported. The plan is to move the Water Department SCADA system to the wastewater treatment plant and combine it with the wastewater SCADA system to make one system. The Water and Sewer Departments will share the costs.

The Water and Sewer Department has performed the bidding process for this project. We have received bids from Electrical Installations and Ewing Electric for \$101,700.00 and \$119,453.00 respectively for the Wastewater, and \$32,800.00 and \$42,974.00 respectively for the Water SCADA Improvements.

DISCUSSION: Does the Town Council authorize the Town Administrator to move forward with the water and sewer SCADA improvements.

FISCAL IMPACT: The Water and Sewer Departments has been setting aside monies in their Capital Reserve Funds for the SCADA improvements.

RECOMMENDATION: I recommend the Town Council approve the withdrawal of Water and Sewer Department Capital Reserve Funds for the SCADA improvements. I recommend the Town Council authorize the Town Administrator to enter into an agreement with Electrical Installations to perform the SCADA Improvements.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018-32

**Withdrawal of Water and Wastewater Department Capital Reserve Funds for Water and
Sewer Supervisory Control and Data Acquisition (SCADA) System Improvements**

WHEREAS, the water system and wastewater pump station SCADA systems are outdated and not supported; and

WHEREAS, the Water and Wastewater Departments have set aside \$50,000.00 and \$105,000.00 respectively in their Capital Reserve Funds for the SCADA improvements; and

WHEREAS, Electrical Installations bid of \$32,800 and \$101,700.00 was the lowest bid for the water and wastewater SCADA improvements.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby approve the withdrawal of \$32,800.00 from the Water Department Capital Reserve Funds and \$101,700 from the Wastewater Capital Reserve Funds to perform the Water and Wastewater SCADA Improvements Project.

First Reading: February 7, 2018

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Newmarket Town Clerk



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CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: February 2, 2018

TITLE: **Resolution #2017/2018-31 & 32** - Water System and Wastewater Pumping Station Supervisory Control and Data Acquisition (SCADA) System Improvements

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

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

BACKGROUND: The Wastewater Department has six pumping stations that are within its wastewater collection system that pump wastewater to the wastewater treatment plant (WWTP) for treatment. The Town has been using a phone line system that was installed in 1969 to receive alarms at the wastewater treatment plant. For example, if a pump failed at the Cedar Street Pumping Station, a signal would travel through the phone line to the WWTP and set-off an alarm at the alarm panel. If there was no one around at the panel to acknowledge the alarm, a signal would be sent to the Newmarket Police Dispatch Station. The dispatcher would page town staff and let them know that there is a sewer alarm. The person would only know that there is a problem. The Town staff person would not know specifically which station had the problem or what the problem was until he arrived at the wastewater plant.

The alarm 1969 panel was moved into the new electrical room at the new operations building. This system is outdated and can't be tied into our new SCADA System at the WWTP. It is set up so that the Newmarket Dispatch receives the alarms. The Department has been planning to upgrade pumping stations to the new WWTP SCADA System through the Capital Improvement Process. The new system will allow town staff to monitor and make adjustments to the pumping stations with a computer. The SCADA system will directly call out town staff and inform the staff person of the specific problem. Town staff may be able to make changes on the computer to correct the problem.

The Water Department SCADA System is located at the water treatment plant on Packers Falls Road. The system was installed in 2001. It is outdated and the system is not supported. The plan is to move the Water Department SCADA system to the wastewater treatment plant and combine it with the wastewater SCADA system to make one system. The Water and Sewer Departments will share the costs.

The Water and Sewer Department has performed the bidding process for this project. We have received bids from Electrical Installations and Ewing Electric for \$101,700.00 and \$119,453.00 respectively for the Wastewater, and \$32,800.00 and \$42,974.00 respectively for the Water SCADA Improvements.

DISCUSSION: Does the Town Council authorize the Town Administrator to move forward with the water and sewer SCADA improvements.

FISCAL IMPACT: The Water and Sewer Departments has been setting aside monies in their Capital Reserve Funds for the SCADA improvements.

RECOMMENDATION: I recommend the Town Council approve the withdrawal of Water and Sewer Department Capital Reserve Funds for the SCADA improvements. I recommend the Town Council authorize the Town Administrator to enter into an agreement with Electrical Installations to perform the SCADA Improvements.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2017/2018-33

An Engineering Contract for Bennett and Sewall Well Improvements

WHEREAS, the 2011 Water System Update and Capital Improvement Plan prepared by AECOM recommended that the Town upgrade the Bennett and Sewall Wells; and

WHEREAS, the Water Department has been setting monies aside into its capital reserve funds to perform the Bennett and Sewall Well upgrades; and

WHEREAS, The Water Department would like to enter into an agreement with Underwood Engineers to perform the necessary engineering and bidding for the project for the sum of \$70,600.00.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby authorize the Town Administrator to enter into an agreement with Underwood Engineers to perform the engineering and bidding for the Bennett and Sewall Wells improvements project for the sum of \$70,600.00.

First Reading: February 7, 2018

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Newmarket Town Clerk



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FOUNDED DECEMBER 15, 1727
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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: February 2, 2018

TITLE: Resolution #2017/2018-33 & 34 - Bennett and Sewall Well Improvements

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

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

BACKGROUND: The 2011 Water System Update and Capital Improvement Plan prepared by AECOM identified that the Bennett and Sewall Pumping stations are undersized for the equipment they contain. As a result, there are many electrical code violations that present safety hazards to town staff. In addition, the environmental conditions with electrical panels in close proximity to moisture and chemicals will deteriorate equipment prematurely. The plan recommended that the pumping stations be expanded to provide dedicated electrical and chemical spaces. The Newmarket Town Council in October 2011 adopted six Town water goals from the 2011 AECOM Plan. This project is the only goal that has not been completed. The Water Department has set aside \$600,000 in its Capital Improvement Funds for the Bennett and Sewall Well Improvements Project.

DISCUSSION: I request the Town Council release \$70,600.00 from the Water Capital Reserve Funds to design and bid the Bennett and Sewall Well Improvements Project. I request the Town Council authorize the Town Administrator to enter into an agreement with Underwood Engineers to perform the necessary engineering for the sum of \$70,600.00.

FISCAL IMPACT: The funds for this project will be withdrawn from the Water Department Capital Reserve Funds.

RECOMMENDATION: I recommend that the Town Council move forward with this project.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

STAFF REPORT

ENGINEERING SERVICES REQUEST
AUTHORIZATION TO PROCEED

To: Underwood Engineers, Inc.
25 Vaughan Mall
Portsmouth, New Hampshire 03801

ESR No.: WS-18
File No.: N2709
Date: January 26, 2018
Description: *Well Pumping Station
Improvements*

From: Town of Newmarket
186 Main Street
Newmarket, New Hampshire 03857

Town of Newmarket Contact(s): Sean T. Greig, Water & Sewer Superintendent
Underwood Engineers Contact(s): Keith A. Pratt, P.E., President

Under agreement for Professional Services as Consulting Engineer for the Town of Newmarket, NH, (General Services Agreement UE #2025 dated March 21, 2016), the Engineer is authorized to proceed with the following work:

INTRODUCTION

The Town of Newmarket has requested design phase engineering services for improvements to the Bennett and Sewell Well Pumping Stations.

SCOPE OF WORK

The Engineer will provide the following professional engineering services:

Sewell and Bennett Control Building Improvements

Underwood will provide professional engineering design phase services for improvements to the Sewell and Bennett Well Pumping buildings consistent with the attached Basis of Design. The engineering services will include:

Task 1 – Survey

Provide engineering survey at the following sites (see attached Figure):

- Sewell Well Pumping Station
- Bennett Well Pumping Station

Survey will include:



- Establish ground control including benchmarks along waterline route. Unless there is a benchmark within 1,000 feet, the vertical datum will be derived from redundant GPS observations (+/- 0.2').
- Provide topographical survey at 1" = 20' scale with a contour interval of 2 feet.
- Ground survey to locate utilities based on visible surface features and markings only, borings, etc.
- Locate existing boundaries based on visible evidence and/or tax maps only.

Task 2 – Design Phase

- Conduct a kick-off meeting to review basis of design and schedule
- Develop 30% preliminary drawings for review by the Town. Existing condition drawings to be based on topographic survey.
- Prepare an opinion of cost.
- Conduct a 30% design review meeting with the Town.
- Develop 90% drawings. The drawing set is anticipated to include the following design improvements:
 - Existing conditions site plan
 - Process piping
 - Chemical feed systems
 - Electrical systems and instrumentation
 - Back-up generator systems
 - Mechanical systems
 - Structural and Architectural
 - Construction details
- Prepare an updated opinion of cost.
- Develop technical specifications and contract documents (EJCDC documents are anticipated).
- Conduct a 90% design review meeting with the Town.
- Submit contract documents and drawings to NHDES for review.
- Prepare final set of Drawings and Contract Documents (100%)
- Deliverables:
 - Final construction drawings (24"x36")
 - Contract Documents for bidding and construction
 - Paper and PDF copies will be provided.
- Town staff will file applications for Building and Electrical Permits, Any Building Code Waiver requests (e.g. Wash Sink, Fire Suppression Sprinklers) to be brought before the local Enforcement Officer will be done so by a Town representative. Code rulings by the local Enforcement Officer applicable to the design will be shared with Underwood Engineers and incorporated to the building plans and specifications.
- No Environmental Permits are expected for the project.

Task 3 – Funding Assistance

- Prepare a suggested letter and pre-application for Town to submit to NH Drinking Water and Groundwater Trust Fund Advisory Committee to support a request for funding from the MtBE Trust Funds.

Task 4 – Bidding

- Prepare and distribute necessary contract documents for bidding.
- Attend a prebid meeting and prepare meeting notes.
- Respond to technical questions from bidders
- Prepare and issue addenda
- Attend the bid opening and prepare a Bid Tabulation
- Review bids for errors, accuracy and completeness; check bidder references and qualifications, review Bonds, Insurance Certificates and Federal Provisions (if required).
- Provide a recommendation regarding Contract Award
- Prepare correspondence to the NHDES to request authority to award.

Information to be provided by Town

- GIS
- Soils information for building additions.

Work Not Included

- Environmental permitting
- SRF applications.
- Subsurface investigations.
- Condition assessment or inspection except as specifically noted above.

Engineering Fees

The work outlined in the scope of work will be completed on a time charge basis within the following budget range:

Task No. 1	Survey	\$4,900.00
Task No. 2	Design	\$56,000.00
Task No. 3	Funding Assistance	\$1,700.00
Task No. 4	Bidding	\$8,000.00
Total		\$70,600.00

Engineering fees will be billed at standard hourly rates for personnel assigned plus reimbursable expenses. Billings for services will be monthly and will be due to Underwood Engineers, Inc. within thirty (30) days of the billing date.

Budgets:

Suggested budgets, as used herein, are best estimates by Underwood Engineers. The budgets are based on available information and prior to a detailed research on the Project. Budgets are not intended to be fixed prices but are reasonable estimates of average costs to complete projects of similar size. Engineer will not exceed the budget without written authorization.

Schedule:

Survey	Spring 2018
Subsurface Investigations	Spring 2018
30% Design	Summer 2018
60% Design	Fall 2018
Final Design	Winter 2018
Bidding	Winter 2019
Construction	Spring/Summer 2019

Underwood Engineers anticipates completing this scope of work per the schedule above assuming authorization to proceed by February 28th.

Approval and authorization to proceed:

Steve Fournier	Date
Town Administrator	
Town of Newmarket, NH	

Keith A. Pratt, P.E.
President
Underwood Engineers, Inc.

Date

DESIGN SUMMARY
Sewell and Bennett Well Improvements
(Last revised 1/17/18)

DRAFT

The following design approach applies to each facility, unless noted otherwise:

1. Summary

- a) Design building addition at each facility to house chemical storage separate from control room.
- b) Replace existing generators (Sewell and Bennett) (interior vs exterior TBD). Replacement to be bid as an add alternative to base bid.
- c) Upgrade electrical systems.
- d) SCADA updates to be included.

2. Design Flows

- a) Sewell Well = 200-280 gpm
- b) Bennett Well = 140-230 gpm

3. Sitework/Landscaping

- a) Gate at entrance of Sewell PS
- b) Concrete splash pads for pumping well to waste (Sewell and Bennett)
- c) Re-align gravel drives as needed.
- d) Gravel around buildings with stone drip edge, no loam and seed needed.

4. Yard Piping

- a) Gate valves on discharge piping
- b) Install flushing hydrant assembly at Bennett, there is an existing hydrant at Sewell.

5. Structural and Architectural

- a) Addition Size: to be as needed for new chemical and electrical room. 12' x 16' (min) outside wall dimensions
- b) Provide partition wall to separate electrical room from addition (Sewell). Electrical room for Bennett will be part of new building addition.
- c) Foundation: Frost walls and footings
- d) Floor: slab on grade to match existing
- e) Walls: 8" CMU
- f) Repaint old block walls at Sewell (interior and exterior?)
- g) Gable ends: same as wall framing, overhang at soffit only.
- h) Roof: wood truss gable
- i) Roofing: asphalt to match existing (replace existing roofing)
- j) Ceiling: cement backerboard
- k) Insulation: rigid insulation (2" R10) on exterior of CMU walls
- l) Exterior wall finish: vinyl siding
- m) Gutters: Leaf Guard, or gabled ends at doors.
- n) Exterior trim: White PVC board
- o) Interior finish: painted walls and ceiling (existing and new), floor not painted

- p) Doors and frames: painted galvanized steel, level 1 bullet resistance, single 3' or 4' wide.
- q) Fill in existing wall openings with FRP.
- r) Steel roll-up door to be provided for removal of bulk tank.
- s) Windows: Provide windows in building additions for natural light.

6. **Process**

- a) Process piping: None anticipated
- b) Chemical feed improvements only:
 - 25% Caustic Soda, 2,000 gallon storage (1,500 gallon deliveries to each site)
 - Poly-blend – 33 gallon barrels for storage, small day tank for chemical feed.
 - Provide space for (3) day caustic storage day tank
 - Chemical containment
 - Day tank transfer pump to have level lockout and push button
 - Bulk tank fill line will be inside building
 - Provide indoor sample tap
 - Provide outdoors hose bib
 - Accutab tablets to be stored in close with sprinklers (up to 15 pails of tablets are stored at each facility)
- c) Tepid water safety shower and eye wash stations to be provided
 - Provisions to drain containment area to facilitate routine flushing to be provided.
- d) New magnetic flow meters at Sewell and Bennet
- e) Existing pH meters and chlorine analyzers to remain
 - Route waste lines to floor drain (fix Sewell drains)

7. **Mechanical/HVAC/Plumbing**

- a) Design temperature range: 45°F - 60°F Winter, 75°F - 85°F Summer
- b) Ventilation: manual ventilation controlled by light switch
- c) Heating and cooling: new air source heat pump (split units)
- d) Floor drain to daylight
- e) Propane tank for heat: Tank size TBD.

8. **Electrical**

- a) Interior lighting: LED
- b) Exterior lighting: photosensor controlled fixture. Include lighting to illuminate outside generators, controlled by switch.
- c) Electrical service: existing overhead from utility pole.
- d) Power distribution panel to be provided.
- e) Voltage/phase/frequency: 480V/3 phase/60 Hz.

- f) Electrical and communication conduits to be surface mounted
- g) Provide convenience outlets for portable dehumidifiers
- h) New well pump and motor at Bennett, existing well pump and motor to remain at Sewell.
- i) Replace VFD's at Bennett and Sewell
- j) Fire alarm: heat detector wired to SCADA
- k) Security: door contacts wired to SCADA.
- l) Provide ATS for generators. Replace existing generators to be bid as add alternative. Sewell generator may need to be relocated to accommodate addition. Generator locations TBD.

9. Instrumentation & Controls

- a) SCADA RTU: new – coordinate with ongoing SCADA work.
- b) Well level transducers: existing each well
- c) Discharge pressure transducer: (1) common – tie into SCADA to shut down wells at high pressure.
- d) Building temperature, fire, security alarms
- e) Generator/ATS status and alarms

10. Notes:

- a) Maintain communications during construction. Temporarily support antenna.
- b) Try to keep down-time during construction to 8-10 hours
- c) Mac-blend is 60:40. Need to maintain flow at Sewell/Bennett to keep MacIntosh running. Required blending is as follows:

Sewell/Bennett (gpm)	Loss (gpm)	NET (gpm)	MacIntosh Flow (gpm)
100	60	40	60
127	60	67	100
196	60	133	200

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE

By the Newmarket Town Council

Resolution #2017/2018-34

**Withdrawal of Water Department Capital Reserve Funds for Bennett and Sewall Well
Improvements Project**

WHEREAS, the 2011 Water System Update and Capital Improvement Plan prepared by AECOM recommended that the Town upgrade the Bennett and Sewall Wells; and

WHEREAS, the Water Department has set aside \$600,000.00 into its capital reserve funds to perform the Bennett and Sewall Well upgrades; and

WHEREAS, The Water Department would like to enter into an agreement with Underwood Engineers to perform the necessary engineering and bidding for the project for the sum of \$70,600.00.

NOW, THEREFORE BE IT RESOLVED, that The Newmarket Town Council does hereby approve the withdrawal of \$70,600.00 from the Water Department Capital Reserve Funds to perform the engineering and bidding for the Bennett and Sewall improvements project.

First Reading: February 7, 2018

Second Reading:

Approval:

Approved: _____
Dale Pike, Chair Newmarket Town Council

A True Copy Attest: _____
Terri Littlefield, Newmarket Town Clerk



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CHARTERED JANUARY 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: February 2, 2018

TITLE: Resolution #2017/2018-33 & 34 - Bennett and Sewall Well Improvements

PREPARED BY: Sean T. Greig

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:

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

BACKGROUND: The 2011 Water System Update and Capital Improvement Plan prepared by AECOM identified that the Bennett and Sewall Pumping stations are undersized for the equipment they contain. As a result, there are many electrical code violations that present safety hazards to town staff. In addition, the environmental conditions with electrical panels in close proximity to moisture and chemicals will deteriorate equipment prematurely. The plan recommended that the pumping stations be expanded to provide dedicated electrical and chemical spaces. The Newmarket Town Council in October 2011 adopted six Town water goals from the 2011 AECOM Plan. This project is the only goal that has not been completed. The Water Department has set aside \$600,000 in its Capital Improvement Funds for the Bennett and Sewall Well Improvements Project.

DISCUSSION: I request the Town Council release \$70,600.00 from the Water Capital Reserve Funds to design and bid the Bennett and Sewall Well Improvements Project. I request the Town Council authorize the Town Administrator to enter into an agreement with Underwood Engineers to perform the necessary engineering for the sum of \$70,600.00.

FISCAL IMPACT: The funds for this project will be withdrawn from the Water Department Capital Reserve Funds.

RECOMMENDATION: I recommend that the Town Council move forward with this project.

ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.

STAFF REPORT