



TOWN OF ALLENSTOWN
CONTRACT FOR
RIVER ROAD/SWIFTWATER DR PAVING PROJECT 2015

**TOWN OF ALLENSTOWN, NH
CONTRACT FOR
PAVING OF A SECTION OF RIVER RD/SWIFTWATER DR.**

I. PARTIES

This document serves as a contract with the Town of Allenstown and Advanced Excavating & Paving of 166 Granite St. Allenstown, N.H 03275.

II. TERMINATION/RESIGNATION

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving thirty (30) days written notice to the other party, prior to the effective date of separation.

The Town of Allenstown may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Town. If the contract is terminated by the Town, as provided herein, the Contractor will be paid an amount, which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the municipality shall not preclude the Town or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Town or Contractor may possess in the event of the Contractor's failure to perform.

The Town of Allenstown may void all contracts(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Town of Allenstown is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Town shall have no obligation of prior notice, and may immediately terminate all contracts.

III. TRANSFER, ASSIGNMENT, SUB-LETTING

The Contractor will not assign any part of this agreement without express written permission by the Town of Allenstown.

V. PERFORMANCE REQUIREMENTS

The contractor will perform all tasks in a manner that meets the expectations of the Town. All work must be in compliance with all Federal, State and Local laws, ordinances, rules and regulations. The work performed and materials utilized must comply with NH DOT construction standards.

VI. SCOPE OF SERVICES

- 1). Paving of a portion of River Rd. and Swiftwater Dr as marked on the diagram provided and as marked on the roadway. The work shall consist of paving, shim and overlaying 947 feet at a width of 24 feet of River Rd. from the intersection of Rt. 28 to the intersection of Turnpike St. A section of Swiftwater Dr. shall be shimmed and overlaid with pavement, 158 feet at a width of 24 feet.
- 2). Paving shall consist of a 9.5 mm 3/8 finish coat of Superpave DOT wearing material. Contractor is responsible for driveway tie ins (cold planning), in the form of paved aprons as listed in the addendum dated 11/4/14.
- 3). Contractor is responsible for dust control.
- 4). Contractor is responsible for work zone traffic signs and traffic control devices in accordance with MUTCD standards.
- 5). The Town will provide the following contributions to the project that the contractor will not be responsible for;
 - a. Traffic control in the form of flaggers or police officers.
 - b. Sweeping of debris from paved portions of roadway.
 - c. Saw cutting at driveway and roadway entrances.
 - d. Clean up and loam of lawn areas.
 - e. Gravel backfill around the edges of pavement.
 - f. The Town will provide and deliver any needed gravel for the project.
 - g. The Town will be responsible for contacting Dig Safe to locate underground utilities prior to the commencement of work.
 - h. The Town will be responsible for timely notification to local residents and businesses when temporary interruption of their access or services is necessary.
- 6). Utilities will be allowed to perform construction work or repairs to their systems under the surface of the roadway. Contractor must allow time for the utilities to perform these tasks (Pembroke Water Works, Allenstown Sewer Commission, Liberty Utilities).
- 7). All work must begin on or after May 15th, 2015 and be completed no later than October 30th, 2015.
- 8). Work may be conducted on the site from 7 AM to 5:30 PM Monday through Friday.
- 9). Contractor is responsible for developing/providing a Stormwater Pollution and Prevention Plan and implementation, erosion and sediment control practices are properly utilized.
- 10). The Contractor shall provide necessary access for all emergency vehicles through the work area and to the abutting properties.
- 11). The Contractor will be responsible for the repair or replacement, at no additional cost, of any damage to utility structures caused by construction operations.
- 12). The Contractor will notify the Road Agent at least two weeks prior to the start of the work.

VII. ADDITIONAL REQUIREMENTS

- 1). The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to this project.
- 2). If the contractor finds it necessary to employ sub-contractors, they shall be approved by the Town. All sub-contractors shall be competent to perform the work they are called upon to do and certified where applicable.
- 3). The Contractor shall not compensate, in any way, a town officer, employee, or any member of the family of such officer or employee in the performance of any work under this contract.

VIII. INSURANCE SPECIFICATIONS

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within 15 days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

- 1). Worker’s Compensation – Statutory requirements and benefits if utilizing any additional employees.
- 2). Commercial General Liability - \$1,000,000,000 combined single limit. The Town of Allenstown is to be named as an additional insured with respect to the services being procured. This coverage is to include Independent Contractor’s Liability, Personal Injury Liability, Blanket Contractual Insurance, Broad Form Property Damage, and Premises, Operations and Completed Operations.
- 3). Automobile Liability - \$1,000,000. A copy of the insurance certificate shall be forwarded to the Town of Allenstown before starting any work.

XIII. WARRANTIES

Contractor agrees to warranty the work performed that it will be conducting in conformance with generally accepted workmen like fashion consistent with industry standards. Contractors agrees to warranty the work performed for a period of one year beyond the completion of work by the contractor. Contractor agrees to make repairs to any defective work at no cost to the Town.

XIV. PAYMENT

The Town will make payment to Advanced Excavating & Paving Inc. upon completion, inspection and acceptance of the project. The agreed upon amount to be paid will be **\$30,930**. Additional amounts may be paid by the Town subject to approved change orders.

For the Town of Allenstown

Jeff Gryval, Chairman, Board of Selectmen Date _____

For Advanced Excavating & Paving Inc.

Sharon A. Gelinas, President Date _____