



TOWN OF ALLENSTOWN
CONTRACT FOR RIVER ROAD
PAVING & RECONSTRUCTION PROJECT 2016

Road Agent
Town of Allenstown
16 School Street
Allenstown, NH 03275

**TOWN OF ALLENSTOWN, NH
CONTRACT FOR
RECONSTRUCTION AND PAVING OF SECTIONS OF RIVER RD.**

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 the proposed work 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.

VI. SCOPE OF SERVICES

Phase I Work Area

1. Reconstruction and paving of a portion of River Rd. marked as Phase I on Appendix A. The work shall consist of reclaiming, fine grading and rolling 1,400 feet of roadway which is 22 feet in width.
2. Paving a 2 inch binder coat of asphalt for 1,400 feet of roadway at 22 feet in width.
3. Adjust 6 (4 under separate cost option Appendix J) sewer manhole covers.
4. Adjust 10 manhole and drain covers.
5. Prepare and pave 421 feet of driveway aprons (asphalt cutting for driveways will be done by the Town of Allenstown)
6. Prepare and pave intersecting roadway aprons as follows:
 - a. Granite St. 90 feet by 30 feet.
 - b. Meadow Ln. 86 feet by 30 feet
 - c. Heritage Dr. 65 feet by 30 feet
7. Provide a separate cost estimate to do the following work at the intersection of River Rd. and Meadow Ln:
 - a. Remove and replace 4 catch basins.
 - b. Remove and replace 1 drainage inlet.
 - c. Install 150 feet of Hancor pipe
 - d. The Town will provide the structures, catch basins, drainage inlets and piping material.
8. The attached diagrams and specifications are included in this contract.

Phase II Work Area

1. Spot level with 9.5 mm average $\frac{3}{4}$ inch shim 2,446 feet of roadway which is 22 feet in width. See Appendix A
2. Adjust 2 (under separate cost option Appendix J) sewer covers.
3. Allenstown Highway Department will remove and adjust 8 sewer covers, to include: MH-E6, MH-E7, MH-E8, MH-E9, MH-10, MH-E11, MH-E13, and MH-E14. (Marked in red on Appendix I). The Highway Dept. will need approximately 14 calendar days from the date the base layer of pavement is constructed and the final layer of pavement is constructed. This time is needed to allow the Highway Dept. to raise these structures.

General Requirements

1. Contractor is responsible for dust control.
2. Contractor is responsible for work zone traffic signs and traffic control devices in accordance with MUTCD standards.
3. The Town will provide traffic control in the form of flaggers or police officers Monday through Thursday only.
4. The Town will be responsible for timely notification to local residents and businesses of work site activities.
5. 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 Dept.)
6. All work must be completed no later than November 15th, 2016.
7. Work may be conducted from 7 AM to 5:30 PM Monday through Friday.

8. The Contractor must provide necessary access for all emergency vehicles through the work area and to the abutting properties.
9. The Contractor will be responsible for the repair or replacement, at no additional cost, for any damage to the utility structures caused by construction operations.
10. Contractor is responsible for developing/providing a Stormwater Pollution and Prevention Plan and implementation, erosion and sediment control practices are properly utilized.
11. The Contractor will notify the Road Agent prior to the start of the work.

VII. INSURANCE SPECIFICATIONS

Insurance

The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Allenstown and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town of Allenstown and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town of Allenstown.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Town of Allenstown.

The Contractor will furnish to the Town of Allenstown a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Allenstown and its officials, agents, volunteers and employees are named as an additional insured on the general liability automobile liability insurance coverage.

The Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits. The Contractor's worker's compensation coverage must waive subrogation against the Town of Allenstown and its officials, agents, volunteers and employees.

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town of Allenstown and its

officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The Town of Allenstown shall not be required to insure the Contractor, any subcontractor or any professional service provider.

Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Allenstown, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’s officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The Town of Allenstown shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

Certificates of insurance, identifying the Municipality as an additional insured party, 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 before work can begin.

- 1). Worker’s Compensation – Statutory requirements and benefits if utilizing any additional employees.
- 2). Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate. 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 per occurrence and \$2,000,000 aggregate. A copy of the insurance certificate shall be forwarded to the Town of Allenstown before starting any work.

VIII. 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 at levels in accordance with State and Federal law.
- 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.

IX. 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. Contractor must provide the Town with a performance bond at or above the cost of the contracted services.

X. PAYMENT FOR PROJECT

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 **\$110,897** directly to Advanced Excavating & Paving Inc. Additional amounts may be paid by the Town subject to approved change orders. Contractor must agree to submit invoices electronically to admin@allentownnh.gov. Additionally the contract must agree to receive payment via. electronic funds transfer and provide/complete information and documents to allow this to occur. The Town shall pay the Contractor for the work on an agreed upon schedule.

XI. ATTACHMENTS

The following documents are included as part of this contract.
Appendix A,B,C,D,E,F,G,H,I,J, Advanced price sheet of 8/26/16.

For the Town of Allentown

Shaun Mulholland, Town Administrator

Date

For Advanced Excavating & Paving Inc.

Sharon A. Gelinis, President

Date



August 26, 2016

Town of Allenstown
16 School Street
Allenstown NH 03275

Reconstruction and paving sections of River Road in Phase I & II

Reclaim, fine grade and compact area approx. 1400 X 22, 3,422SY @ \$2.00/SY	\$ 6,844.00
Pave 2" binder course approx. 390 ton @ \$68.00/TON	\$26,520.00
Prep and pave driveway aprons	\$10,678.00
Adjust 10 manhole and drain covers @ \$380.00/EA	\$ 3,800.00
Prep and pave road intersections	
A. Granite Street	\$ 4,160.00
B. Meadow Lane	\$ 4,160.00
C. Heritage Drive	\$ 3,120.00
Meadow Lane & River Road intersection work	
A. Remove and replace 4 catch basins @ \$2,800.00/EA	\$11,200.00
B. Remove and replace 1 drainage inlet @ \$2,200.00/EA	\$ 2,200.00
C. Install 150 feet of Hancor pipe @ \$52.00/LF	\$ 7,800.00
¾ inch shim course 2,446 X 22 approx. 255 ton @ \$68.00/TON	\$17,340.00
<u>Performance/Payment Bond</u>	<u>\$ 1,960.00</u>
	\$99,782.00
Allenstown Sewer Commission work (see attachment)	\$11,115.00
TOTAL	\$110,897.00

NOTE: Lowering and plating of SMH is included in contract price.

Prepared By

John Barnes

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2. Paving a 2 inch binder coat of asphalt for 1,400 feet of roadway at 22 feet in width.
3. Adjust 6 (4 under separate cost option Appendix J) sewer manhole covers.
4. Adjust 10 manhole and drain covers.
5. Prepare and pave 421 feet of driveway aprons (asphalt cutting for driveways will be done by the Town of Allenstown)
6. Prepare and pave intersecting roadway aprons as follows:
 - a. Granite St. 90 feet by 30 feet.
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4. Prepare and pave 1,195 feet of driveway aprons, 14 feet of walkway apron (asphalt cutting for driveways will be done by the Town of Allenstown)
5. Prepare and pave intersecting roadway apron at Kimberly Ln. 40 feet by 30 feet.

NOT NOW?
 NOT NOW?

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XI. ATTACHMENTS

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Appendix A,B,C,D,E,F,G,H,I,J, Advanced price sheet of 8/25/16.

Appendix A: Project Map



Phase I:
104 River Road to
Heritage Drive

Phase II:
Heritage Drive to
Pinewood Road
(NH Route 28)

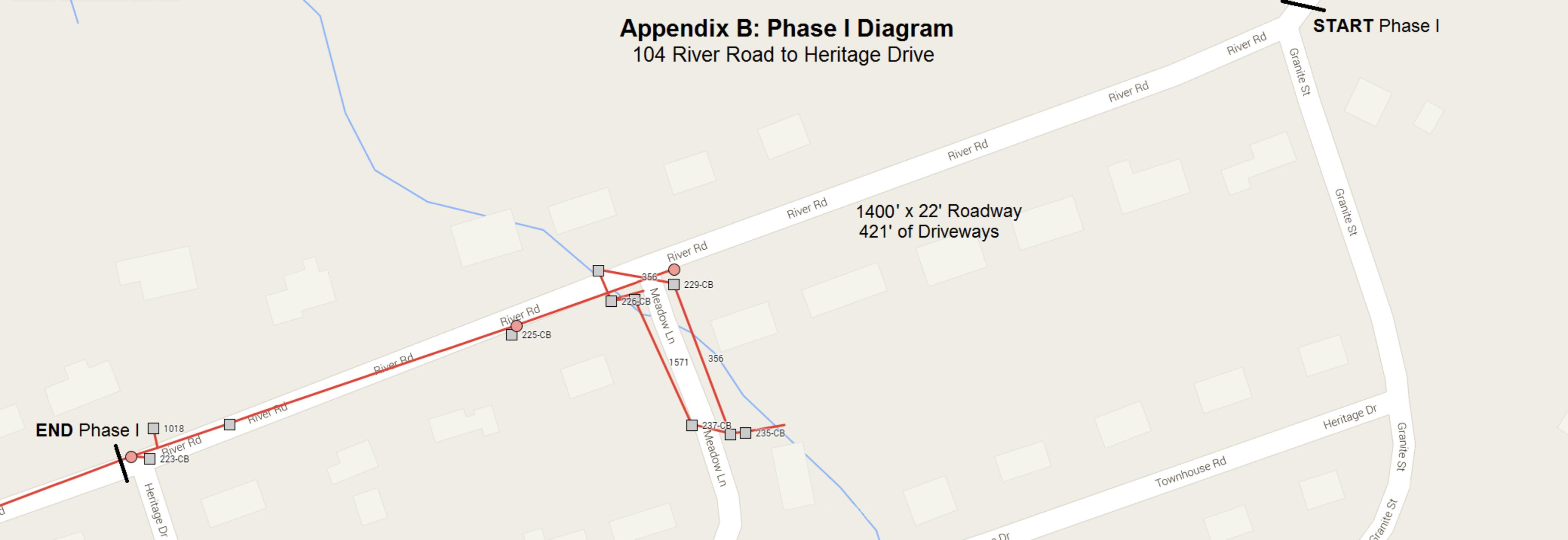
Appendix B: Phase I Diagram

104 River Road to Heritage Drive

START Phase I

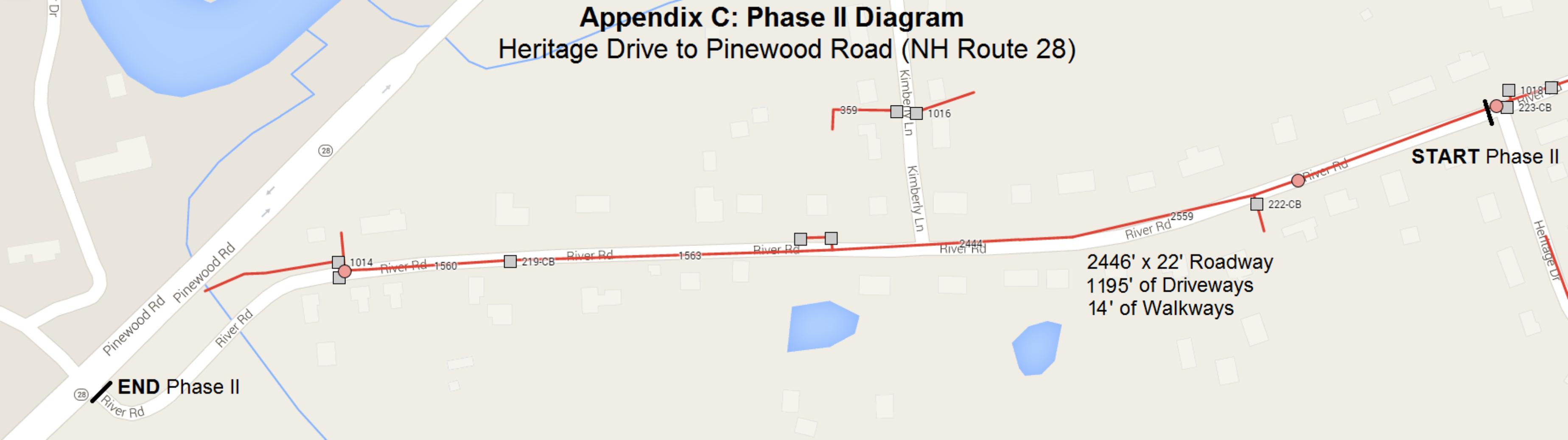
1400' x 22' Roadway
421' of Driveways

END Phase I



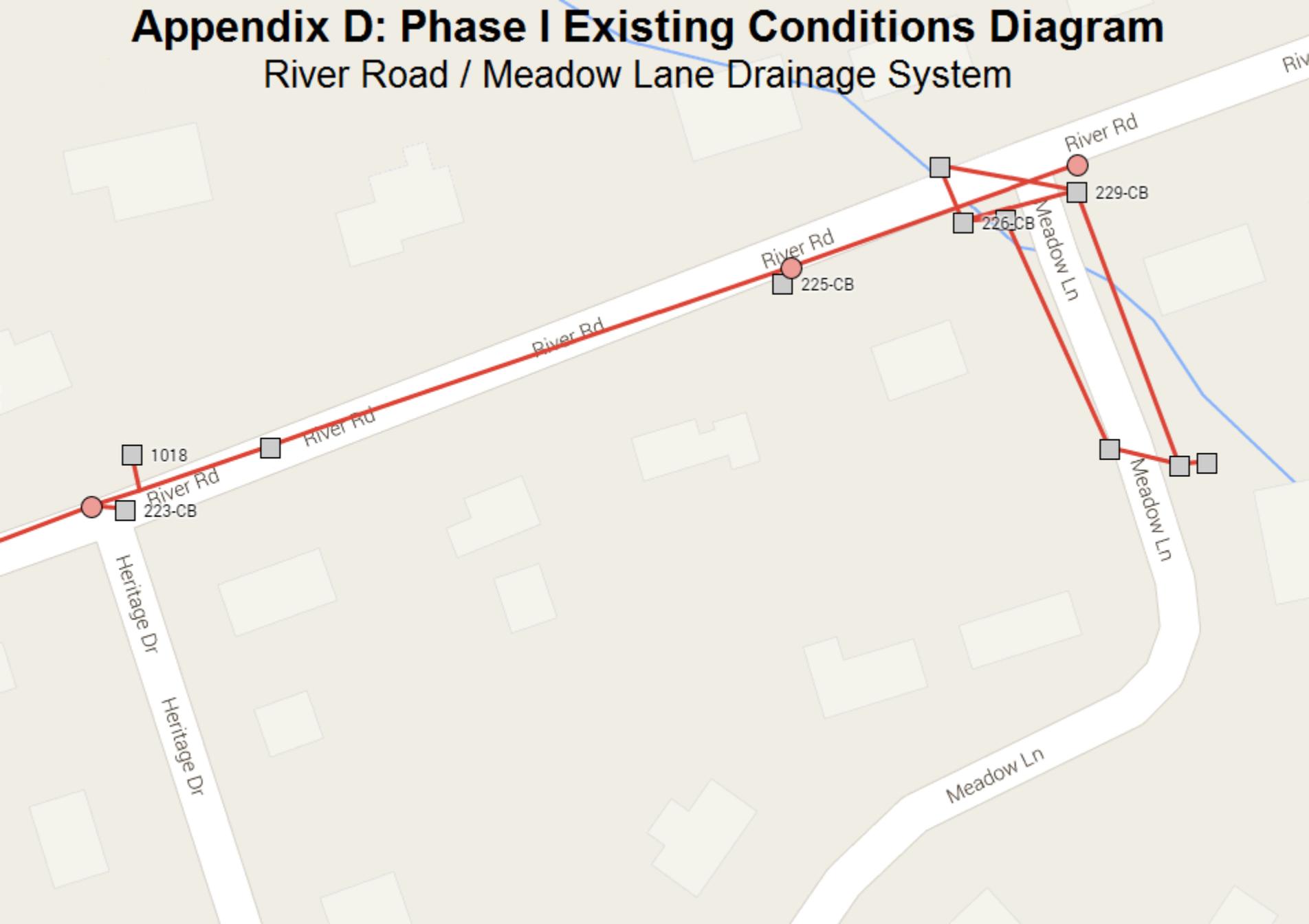
Appendix C: Phase II Diagram

Heritage Drive to Pinewood Road (NH Route 28)



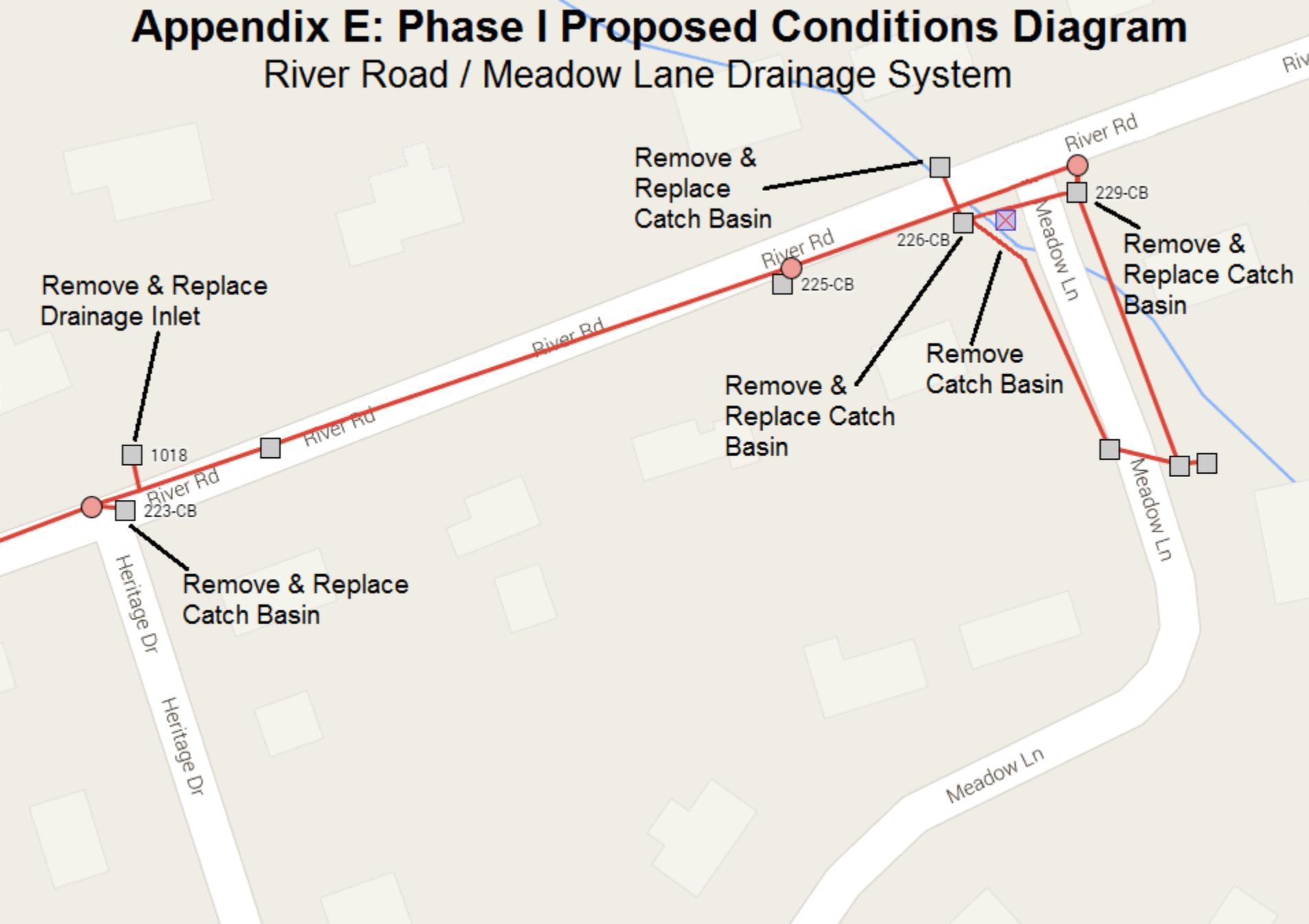
Appendix D: Phase I Existing Conditions Diagram

River Road / Meadow Lane Drainage System



Appendix E: Phase I Proposed Conditions Diagram

River Road / Meadow Lane Drainage System



Appendix F:

River Road Project Phase I

Driveway Aprons, 55-73 River Road:

55 River Road	27' Driveway
57 River Road	23' Driveway
59 River Road	24' Driveway
60 River Road (A)	19' Driveway
60 River Road (B)	21' Driveway
61 River Road	24' Driveway
62 River Road	31' Driveway
63 River Road	21' Driveway
64 River Road	25' Driveway
65 River Road	21' Driveway
66 River Road	28' Driveway
67 River Road	24' Driveway
68 River Road (A)	16' Driveway
68 River Road (B)	14' Driveway
69 River Road	27' Driveway
70 River Road	23' Driveway
71 River Road	26' Driveway
73 River Road	27' Driveway

Appendix G:

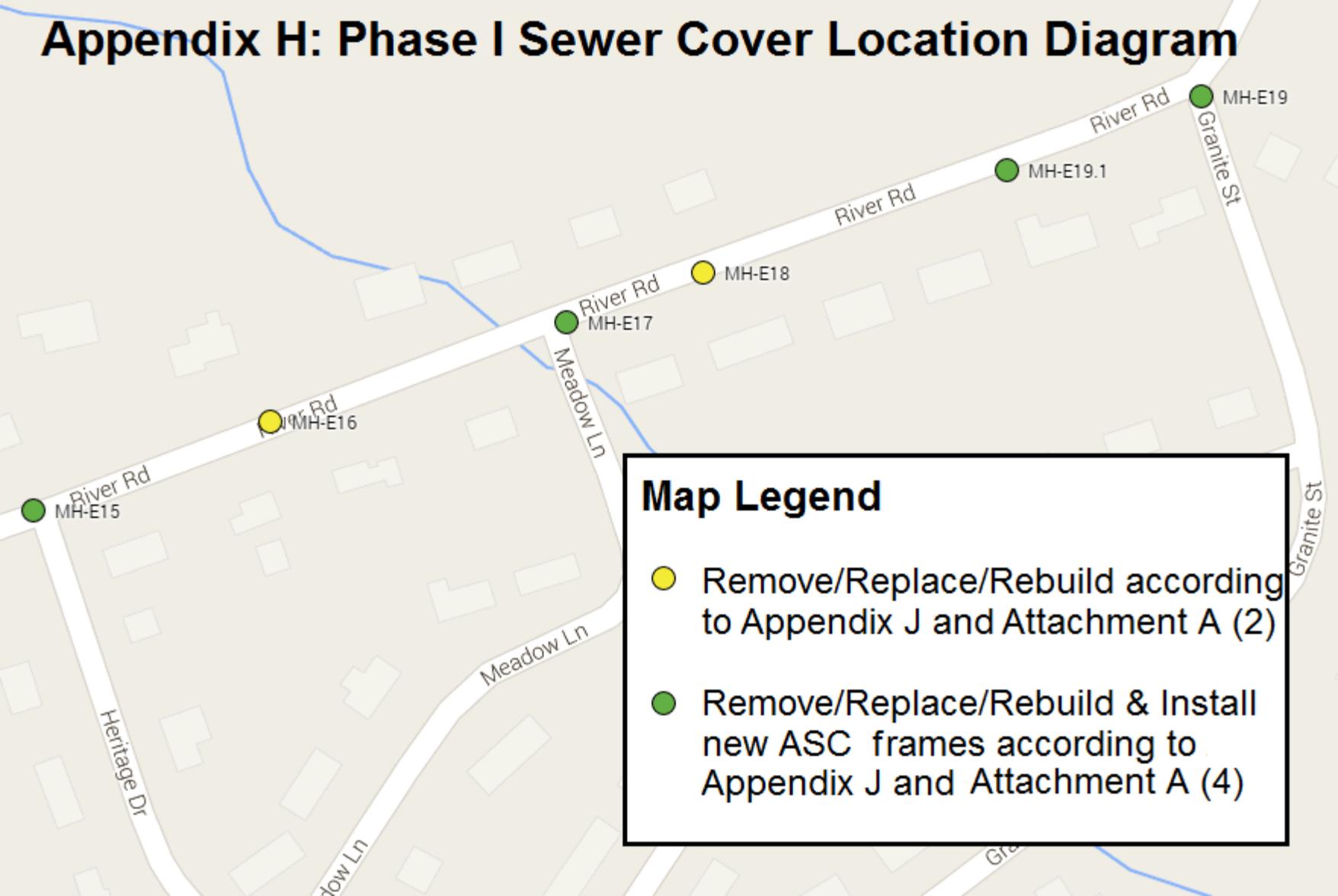
River Road Project Phase II

Driveway/Walkway Aprons, 15-58 River Road:

Pump House	25' Driveway	
15 River Road	47' Driveway	
17 River Road	25' Driveway	
19 River Road	18' Driveway	
21 River Road (A)	30' Driveway	
21 River Road (B)	18' Driveway	
22 River Road	63' Driveway	
23 River Road	28' Driveway	6' Walkway
24 River Road	50' Driveway	
25 River Road	66' Driveway	
26 River Road	18' Driveway	
27 River Road	37' Driveway	
28 River Road	40' Driveway	
30 River Road	18' Driveway	4' Walkway
31 River Road (Vic Fleury / Fleury Road)	43' Driveway	
33 River Road	35' Driveway	
34 River Road	30' Driveway	
35 River Road	28' Driveway	
37 River Road	27' Driveway	
38 River Road	29' Driveway	
39 River Road	34' Driveway	
40 River Road	27' Driveway	
41 River Road	25' Driveway	
42 River Road	33' Driveway	
43 River Road (A)	23' Driveway	
43 River Road (B)	27' Driveway	
44 River Road	29' Driveway	

45 River Road	18' Driveway	
46 River Road	23' Driveway	
47 River Road	25' Driveway	
48 River Road	26' Driveway	
49 River Road	54' Driveway	
50 River Road	25' Driveway	
51 River Road	30' Driveway	
52 River Road	18' Driveway	4' Walkway
53 River Road	22' Driveway	
54 River Road	16' Driveway	
56 River Road	35' Driveway	
58 River Road	30' Driveway	

Appendix H: Phase I Sewer Cover Location Diagram



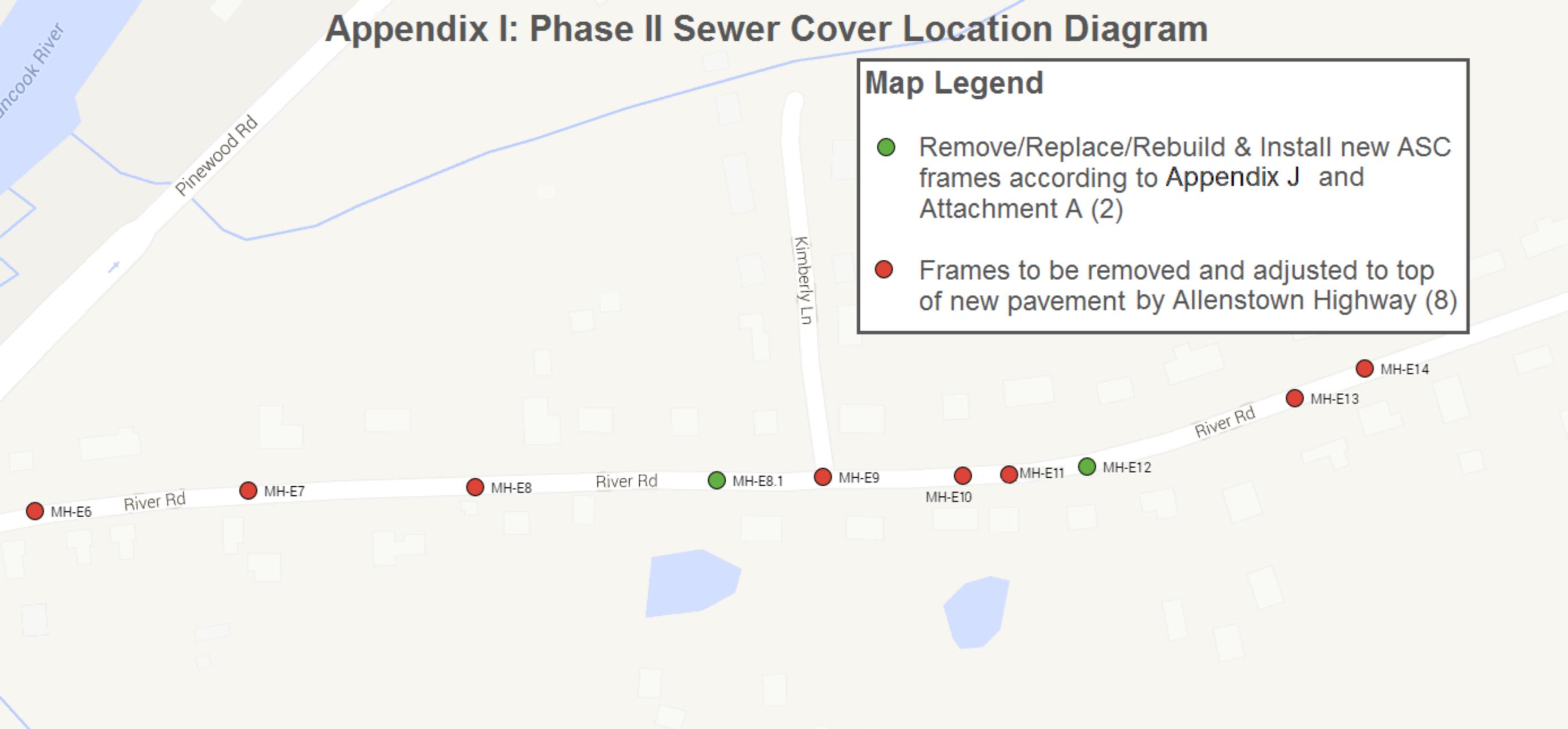
Map Legend

- Remove/Replace/Rebuild according to Appendix J and Attachment A (2)
- Remove/Replace/Rebuild & Install new ASC frames according to Appendix J and Attachment A (4)

Appendix I: Phase II Sewer Cover Location Diagram

Map Legend

- Remove/Replace/Rebuild & Install new ASC frames according to Appendix J and Attachment A (2)
- Frames to be removed and adjusted to top of new pavement by Allenstown Highway (8)



QUOTE PRICING

Contractor: ADVANCED EXCAVATING & PAVING INC

Address, City, Zip: PO BOX 581 SLACKCREEK NH 03275

Telephone: 485-9755 Bid Prepared By: JOHN BARNES

ITEM	TOTAL UNITS	UNIT COST	EXTENSION
MANHOLE REPAIRS			
1) E8.1			
Concrete Riser	(1) 12" Riser	\$100 ⁰⁰	\$100.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$180 ⁰⁰	\$360.00
Labor/other materials		\$1400 ⁰⁰	\$1400.00
SUBTOTAL FOR E8.1			\$1,860.00
2) E12			
Concrete Riser	(1) 4" Riser	\$65 ⁰⁰	\$65.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$180 ⁰⁰	\$360.00
Labor/other materials		\$1400 ⁰⁰	\$1400.00
SUBTOTAL FOR E12			\$1,825.00
3) E15			
Bricks	1 Rows	\$65 ⁰⁰	\$65.00
Concrete Riser	(1) 6" Riser	\$65 ⁰⁰	\$65.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$180 ⁰⁰	\$360.00
Labor/other materials		\$1400 ⁰⁰	\$1,400.00
SUBTOTAL FOR E15			\$1,890.00
4) E17			
Bricks	1 Row	\$65 ⁰⁰	\$65.00
Concrete Riser	(1) 6" Riser	\$65 ⁰⁰	\$65.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$180 ⁰⁰	\$360.00
Labor/other materials		\$1400 ⁰⁰	\$1,400.00
SUBTOTAL FOR E17			\$1,890.00
5) E19.1			
Bricks	1 Row	\$65 ⁰⁰	\$65.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$180 ⁰⁰	\$360.00
Labor/other materials		\$1400 ⁰⁰	\$1,400.00
SUBTOTAL FOR E19.1			\$1,825.00

ITEM	TOTAL UNITS	COST	EXTENSION
MANHOLE REPAIRS			

6) E19			
Bricks	1 Row	\$ 65 ⁰⁰	\$ 65.00
Hinged frame & Cover	Supplied by ASC	\$0.00	\$0.00
Concrete	2 Yards	\$ 180 ⁰⁰	\$ 360.00
Labor/other materials		\$ 1400 ⁰⁰	\$ 1,400.00
<i>SUBTOTAL FOR E19</i>			<u>\$ 1,825.00</u>

MANHOLE REPAIR GRAND TOTAL: \$ 11,115.00