



TOWN OF ALLENSTOWN  
REQUEST FOR PROPOSALS FOR RIVER RD, ELM ST,  
CHESTER TURNPIKE, DIANE AVE

Issued: January 18, 2024  
Road Agent  
Town of Allenstown  
16 School Street  
Allenstown, NH 03275

LEGAL NOTICE  
Town of Allenstown, New Hampshire  
Request for Proposals  
**REQUEST FOR PROPOSALS FOR RIVER RD, ELM ST, CHESTER  
TURNPIKE, DIANE AVE**

The Town of Allenstown, New Hampshire is accepting proposals for the paving of River Rd, Diane Ave, Elm St, Chester Tpk.

The complete Request for Proposals and Proposal submission instructions are available on the Town's website: [www.allenstownnh.gov](http://www.allenstownnh.gov) in "Bid Opportunity" or upon request from the Town Administrator, 16 School Street, Allenstown, NH 03275, Tel: 603-485-4276 x 112 or E-mail: [dgoodine@allenstownnh.gov](mailto:dgoodine@allenstownnh.gov)

**Proposals must be sealed and marked "2024 Road Paving" and must be received in the Town of Allenstown Selectmen's Office by 4:00 p.m., Monday, February 26, 2024.** The Town of Allenstown reserves the right to reject any and/or all proposals for whatever reason the Board of Selectmen determines is in the best interest of the Town.

ALLENSTOWN BOARD OF SELECTMEN

Posted Wednesday, January 18, 2024: Town Hall, Town Website [www.allenstownnh.gov](http://www.allenstownnh.gov)

**TOWN OF ALLENSTOWN, NH  
REQUEST FOR PROPOSALS FOR  
PAVING OF RIVER RD, ELM ST, CHESTER TURNPIKE, DIANE AVE**

**I. REQUEST FOR PROPOSALS**

The Town of Allenstown, NH is soliciting proposals for the paving of River Rd, Elm St, Chester Tpk, Diane Ave. **Proposals shall be in a lump sum format for each work area. Proposals must include per unit pricing for materials. The successful bidder will be paid the unit price for the actual amount of material used in the project.** The Town will enter a contract with the successful bidder after approval by the Board of Selectmen.

**II. BACKGROUND**

The Town plans to reclaim, grade, compact, base River Rd. Shim and overlay Elm St and Chester Tpk, topcoat Diane Ave.

**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.

**IV. 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.

**V. SCOPE OF**

**SERVICES**

**River Rd. Work Area**

1. Reclaim, grade to establish crown in roadway at 2% grade, compact 5,211 feet by 22 feet wide from new school to Rt 28.
2. Base with 2 inches of 3/4" asphalt.
3. Keyways by Contractor per foot pricing where needed.
4. Tack all keyways and driveway aprons where needed.

**Diane Ave. Work Area**

1. Topcoat 1" of 3/8" asphalt.
2. Keyways by Contractor per foot pricing where needed.
3. Sweep and Tack all keyways, shim, top coat, and driveway aprons where needed.

### **Elm St. Work Area**

1. Shim to reestablish road crown and overlay with 1.5" of 3/8" asphalt 330 feet by 22 feet wide.
2. Keyways by Contractor per foot pricing where needed.
3. Tack all keyways, shim, topcoat, and driveway aprons where needed

### **Chester Turnpike. Work Area**

1. Shim reestablish road crown and overlay 1.5" with 3/8" asphalt 2,234 feet by 24 feet from Granite St to Dead end.
2. Keyways by Contractor per foot pricing where needed.
3. Tack all keyways, shim, topcoat, and driveway aprons where needed

### **Horse Harness rd. Work Area**

1. Reclaim, grade to establish 2% road crown, Compact.
2. Base 2" of 3/4" asphalt.
3. Keyways by Contractor per foot pricing where needed.
4. Tack all keyways, shim, top coat, and driveway aprons where needed

### **General Requirements**

1. The contractor is responsible for dust control and sweeping.
2. The 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. **All milling and/or reclaimed material** removed from the jobsite is **property of the Town of Allenstown** and will be trucked to the Highway Department, unless otherwise stated in the proposal.
5. The Town will be responsible for timely notification to local residents and businesses of work site activities.
6. All work must be completed no later than October 24<sup>th</sup>, 2024 except all top coat must be done by September 26<sup>th</sup>, 2024
7. Work may be conducted from 7 AM to 5:30 PM Monday through Thursday.
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.

### **VI. ADDITIONAL REQUIREMENTS**

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.

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.)

## **VII. PAYMENT FOR PROJECT**

The Town shall pay the Contractor for the work on an agreed upon schedule.

## **VIII. EVALUATION OF PROPOSALS**

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the town's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information or references, demonstrating how they have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the Town of Allenstown and how responsive they will be in terms of cost efficiency to the Town of Allenstown.

## **IX. PROPOSAL DEADLINE**

Proposals are due by **4:00 p.m., Monday February 26, 2024**, in the Allenstown Town Hall, 16 School Street, Allenstown NH 03275. Proposals received after the deadline will be rejected. The bids will be opened on Monday, March 20<sup>th</sup>, at 6PM at the Town Hall.

## **X. PRE-BID MEETING**

None - For Project discussion, please contact, Ryan Pelissier, Highway Foreman or Chad Pelissier, Road Agent at 603-485-5460.

## **XI. SELECTION PROCESS**

The town may engage in individual discussions with bidders deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required service. These bidders may be requested to make an oral presentation to explain their proposal and answer questions.

## **XII. PROPOSAL REQUIREMENTS**

The Town of Allentown reserves the right to reject all proposals and to make a selection in the best interests of the Town.

To be deemed qualified, the Proposer(s) must demonstrate the requisite experience, skills, and resources necessary to successfully complete the project detailed in the Request for Proposals. All questions about this Request for Proposals should be submitted to:

Ryan Pelissier, Road Foreman  
Allentown Highway Department  
161 Granite Street, Allentown, NH 03275  
Tel: (603) 485-5460  
highway@allentownnh.gov

Proposal Preparation: In order to facilitate evaluation of the proposals, the proposer is instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as invalid proposals. Additional detailed information may be annexed to the proposal.

Format of Proposal: Proposers are instructed to be concise and proposals should include, in order, the following:

- Letter of Transmittal.
- Executive Summary to include understanding the relevant services the bidder can provide;
- Brief organization profile, including background and experience of the contractor;
- Previous work summaries, including reference contact information for a minimum of three (3) contracts (jobs), which are similar in scope to this project described herein that demonstrate pertinent corporate and key personnel experience; listing of the pertinent services may be included (the Town reserves the right to contact any references provided by the proposer or otherwise obtained);

Bids must be in a sealed envelope clearly marked: **Proposals must be sealed and marked “2024**

**Road Paving” and must be received in the Town of Allenstown Selectmen’s Office by 4:00 p.m., Monday February 26, 2024.**

Signature/Certification: An official authorized to bind the offer shall sign the proposal and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address, telephone number and email address of the individual(s) with authority to contractually bind the company and who may be contacted during the period of proposal evaluation for clarifying submitted information.