



TOWN OF ALLENSTOWN
CONTRACT FOR LAFAYETTE ST.
PAVING & RECLAMATION PROJECT 2019

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

**TOWN OF ALLENSTOWN, NH
CONTRACT FOR
PAVING AND RECLAMATION OF LAFAYETTE ST.**

I. PARTIES

This document serves as a contract with the Town of Allenstown and GMI Asphalt of 288 Laconia Road Belmont, N.H. 03220

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

Work Area

Lafayette St.

1. **Reclaim, Grade and compact the area of 650 x 22 feet. (\$1.60 per sy at 1,590 sy = \$2,544)**
2. **Fine Grading (Approx. 1,590) \$1,200 per ls X 1-ls = \$1,200**
3. **Supply and Install Pave with 2.5 inch binder, compacted. (Approx. 225 tons) (\$75.00 per ton X 225 tons = \$16,875)**
4. **Supply and install machine pave wear course. 1.5 inch compacted (approx. 135 tons) (\$76.00 per ton X 135 tons + \$10,260)**
5. **Mobilization (1 Mobilization) \$1,400 per ls X 1 – ls = \$1,400.00**
6. **Keyways by contractor per foot pricing. (\$7.00 per foot)**
7. **Any hand pave work shall be by change order, and at rate of \$150.00 per ton**

General Requirements

1. Contractor is responsible for dust control and sweeping.
2. The Town will provide traffic control in the form of flaggers or police officers Monday through Thursday only and will be responsible for signage.
3. The Town will be responsible for timely notification to local residents and businesses of work site activities.
4. Town will saw cut driveways where needed.
5. Work may be conducted from 7 AM to 5:30 PM Monday through Friday.
6. The Contractor must provide necessary access for all emergency vehicles through the work area and to the abutting properties.
7. 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.
8. Note: Asphalt Pricing based on current NHDOT AC, pricing adjustment to occur in 2019

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 worker's 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.

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 will not need to provide the Town with a performance bond at or above the cost of the contracted services as this project is less than the statutory threshold requiring a bond.

X. PAYMENT FOR PROJECT

The Town will make payment to GMI Asphalt upon completion, inspection and acceptance of the project. The agreed upon amount to be paid will be an amount not to exceed **\$32,279** (not including any keyways or hand pave work) directly to GMI Asphalt. Additional amounts may be paid by the Town subject to approved change orders. Contractor must agree to submit invoices electronically to admin@allenstownnh.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.

For the Town of Allentown

Derik Goodine, Town Administrator

Date

For GMI Asphalt

Warren Colby, General Manager

Date



PO BOX 581 SUNCOOK, NH 03275

Proposal

Customer Name: Town of Allenstown	Date: 11/8/2018
Contact (name & number): Ron Pelissier 765-9506	
Job Name: Lafayette St	Certified: Y / N
Job Location: Allenstown	

ITEM	EST QTY	PRICE
<i>Reclaim and Grade Approx. 650 x 22</i>	1588 syds	\$2.90/syd
<i>Pave 2.5" binder 19 MM</i>	226 ton	\$80.40/ton
<i>Pave 1.5" Top 12.5MM with tack</i>	136 ton	\$96.75/ton
<i>Traffic control and sweeping of the binder by others</i>		

\$4,605.20
 \$18,170.40
 \$13,158.00

 \$35,936.60

- Quote valid for 30 days
- Work done after October 15th cannot be guaranteed by Advanced and will be done only at the customers' risk.
- Traffic control and sweeping by others unless specified otherwise
- Any decrease in the scope of work performed can result in a proportional increase in the unit price for this contract.
- Pricing for this project is based on weekday, daylight work. Weekend or nighttime work can result in a different pricing structure.
- Terms: Net cash 30 days upon completion and receipt of invoice.
- All work is subject to mobilization charge based on quantity
- Escalation Clause: Pricing in place based on current NHDOT posting for liquid asphalt. Adjustment to be made if required based on NHDOT Road and Bridge Specifications. Current liquid price is \$550.00

Should you desire Advanced to perform the above work please sign, date and return via e-mail to info@advancedinc.com to be added to the schedule.

Signature Date





Can you do contract for GMI
To encumber out of 2018 - for 2019.
I would like to have ready for the meeting
Thank
Roy

PROPOSAL – Lafayette Street

November 15, 2018

Recorded 11/14/2018

Town of Allenstown
16 School Street
Allenstown, NH

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Project – Road Paving Project 2019 – Lafayette Street - Allenstown, NH

Lafayette Street – Reclaim, Grade & Pave (650-ft x 22-lf):

- Reclaim, Grade & Compact (approx 1,590-sy)
Cost: \$1.60 -per sy x 1,590-sy = \$2,544.00
- Fine Grading (approx 1,590-sy)
Cost: \$1,200 -per ls x 1-ls = \$1,200.00
- Supply and install machine pave binder course @ 2.5" inch compacted (approx 225-tons)
Cost: \$75.00 -per ton x 225-tons = \$ 16,875.00
- Supply and install machine pave wear course @ 1.5" inch compacted (approx 6100-tons)
Cost: \$76.00 -per ton x 135-tons = \$ 10,260.00
- Mobilization (1 mobilization)
Cost: \$1,400 -per ls x 1-ls = \$1,400.00

Total Estimated Sum of: \$32,279.00

Notes:

- Traffic control supplied by Town of Allenstown
- Asphalt pricing based on current NHDOT AC, pricing adjustment to occur in 2019
- Driveway saw cuts by others

Unit Pricing – Keyways by Contractor (Per Foot Pricing)

- Trim end joint and driveways (per lf)
Cost: \$7.00 Lf

If Requested:

Supply and install hand pave asphalt
Cost: \$150.00 -per ton

**Jeff Perry
Project Manager/Estimator**

Confidential GMI Asphalt LLC

