



TOWN OF ALLENSTOWN  
CONTRACT FOR  
STREET SWEEPING SERVICES 2016 thru 2018

Town of Allenstown  
16 School Street  
Allenstown, NH 03275

**TOWN OF ALLENSTOWN, NH  
CONTRACT FOR  
STREET SWEEPING SERVICES**

**I. BACKGROUND**

The Town is required to sweep its streets in accordance with the EPA MS4 Storm Water permit. The EPA requires the streets to be swept at a minimum of once per year.

**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.

**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**

**1. Work:** The Contractor shall provide labor, fuel and equipment to sweep the town streets within the designated MS4 permit area between April 1<sup>st</sup> and May 15<sup>th</sup> in each of the following years; 2016, 2017 and 2018. The Contractor shall sweep the streets to include the entire paved portion to remove dirt and

debris. The material collected from street sweeping operations may be disposed of at the town's highway facility. The Road Agent will determine the routes to be cleaned and how many hours will be approved for sweeping operations on an annual basis. EPA permit provisions may require more than one iteration of street sweeping per year. This determination will be made annually by the Road Agent with purchase orders approved in accordance with the Town's purchasing policy and budgetary authorization.

**2. Services:** The Contractor shall designate a driver/operator who possesses a valid New Hampshire driver's license for the vehicle to be operated and a State of New Hampshire registered vehicle equipped with a sweeping machine.

**3. Equipment:** The equipment utilized by the contractor must be roadworthy and in safe operating condition. The equipment must be properly registered and in compliance with inspection requirements to operate on roadways within the State of New Hampshire.

## **VI. 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.
- 4). The Contractor shall purchase and carry liability and workers compensation insurance on the designated truck throughout the contract period. The Town requires a minimum of \$500,000 in workers compensation insurance or a signed Indemnity Agreement holding the Town of Allenstown harmless from any claim or liability arising from the Contractor's activities associated with contractual work. A copy of the insurance certificate and/or the Indemnity Agreement must be provided to the town at the time of the contract signing. The Contractor shall provide the town with a certificate of insurance naming the town as an insured party.
- 5). Omnibus Transportation Employee Testing Act of 1991: The Contractor and his/her employees that work under this agreement shall comply with all rules and regulations outlined in the Federal Register pertaining to this Act. Further all contract drivers must submit to random drug/alcohol testing during the contract period. The testing will occur at a designated testing site chosen by the Town of Allenstown. All contract operators must remain drug and alcohol free while operating equipment servicing the Town. All operators must sign the applicable waivers allowing the results of drug/alcohol testing to be released to the Town of Allenstown. Positive results for drugs or alcohol by an operator working on behalf of the Town will result in breach of contract. Failure of an operator to submit to drug/alcohol testing will result in breach of contract.

## **VII. PAYMENT FOR SERVICES**

The Town shall pay the Contractor for the performance of work and after completion of the service within a net thirty day time period. Contractors will be paid from the time they begin street sweeping operations on the roadways within the MS4 area until they finish those operations. Contractors will be

paid based on hours rounded to the highest half hour. Contractor must agree to submit invoices in an electronic format to [admin@allenstownnh.gov](mailto:admin@allenstownnh.gov) . Additionally contractor agrees to receive payment via electronic fund transfer and provide the information needed to allow the transfer of funds to occur.

Contractor shall be paid \$120 per hour for the period the contractor is in service to the town. In the event of a mechanical breakdown or other failure, the contractor will be given one hour to repair the vehicle. If after the one hour period, the equipment cannot be repaired, the equipment will be deemed “out of service” and the contractor will be considered off of the clock.

For the Town of Allenstown

\_\_\_\_\_  
Shaun Mulholland, Town Administrator

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Date

For Mike Rabbitt Enterprise LLC  
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mikerabbittenterprise@comcast.net

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Jennifer Rabbitt Zalenski, Authorized Representative

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Date