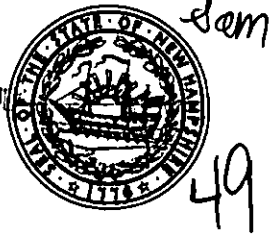




The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



November 30, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with Bell & Flynn, LLC (VC# 204931-B001), Stratham, NH in the amount of \$33,000 for repaving a section of Mendums Landing Road in Barrington, NH, that was used by NHDES for the reconstruction of Mendums Pond Dam, effective upon Governor and Council approval through June 30, 2021. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-442030-12670000-034-500161	\$33,000
Dept. Environmental Services, 19-146:1-VI:A Dam Repair & Reconstruction, Capital Projects	

EXPLANATION

This agreement is **SOLE SOURCE** because NHDES proposes to use a contractor selected by the Mendums Landing Association, owner of Mendums Landing Road, using a competitive bid process, who will be repaving the remaining section of the road, which was not used by NHDES, under a separate agreement with the Mendums Landing Association. Bell & Flynn, LLC, was the low bidder, and using this contractor should result in a savings to the State from lower unit costs and by avoiding separate mobilization costs.

From 2016 to 2018, the NHDES Dam Construction Crew performed emergency repairs to the State-owned Mendums Pond Dam to cut off uncontrolled seepage through the dam that was threatening the safety of this high hazard dam. Time was of the essence in the completion of these repairs, and to expedite construction, NHDES obtained the permission of the Mendums Landing Association to use land, which they owned, that abutted the dam to stage equipment and material, as well as the Association's paved private road to access the site with heavy equipment and material during the period of construction. It is the practice of NHDES, when using private property during its dam reconstruction projects, to restore the property to its pre-project condition, as well as mitigate any impacts the work has on the property. The proposed contract is to repave the section of Mendums Landing Road from Route 4 to Mendums Pond Dam that was impacted from the use by NHDES's heavy construction equipment to haul concrete, steel, rock and other materials during the period of construction.

The Mendums Landing Association wants to repave the remaining portion of its road, when NHDES has the portion that it used repaved, to avoid joints in its road. The total length of Mendums Landing Road is 6,110 feet, of which

NHDES used only the first 1,600 feet from Route 4 to the dam site. The Association obtained the following three bids from paving companies to pave the entire road:

<u>Company</u>	<u>Bid</u>
Advanced Paving	\$134,040
GMI Asphalt	\$146,195
Bell & Flynn	\$126,025

Bell & Flynn, NHDES's contractor under the proposed agreement, was the low bidder. The cost of the proposed agreement, \$33,000, is based allocating the low bid by the ratio of the 1,600 feet of road, which NHDES used, to the total length of the road of 6,110 feet.

As part of the reconstruction of Mendums Pond Dam, NHDES constructed an upgraded access from Route 4 on State-owned land on the opposite side of the dam. Therefore, NHDES will no longer have to use Mendums Landing Road for any future work on the dam.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

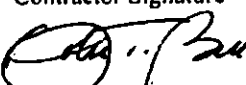
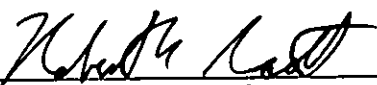
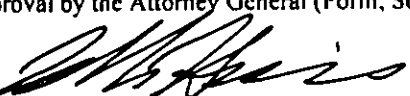
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address P.O. Box 95 – 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Bell & Flynn, LLC		1.4 Contractor Address 69 Bunker Hill Ave Stratham, NH 03885	
1.5 Contractor Phone Number (603) 778-8511	1.6 Account Number 03-44-44-442030-12670000-034-500161	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$33,000
1.9 Contracting Officer for State Agency James W. Gallagher, Jr., P.E.		1.10 State Agency Telephone Number (603) 271-1961	
1.11 Contractor Signature  Date: Oct. 29, 2020		1.12 Name and Title of Contractor Signatory John T. Bell, Vice President JTB	
1.13 State Agency Signature  Date: 12/11/20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

The Contractor shall pave the portion of Mendums Landing Road in Barrington NH, from State Route 4 for a distance of 1,600 feet. As part of this work, the Contractor shall perform the following:

- a) Sawcut/Excavate existing asphalt pavement as required. Fine grade and compact.
- b) Cold plane existing asphalt pavement at limit(s) of work (e.g. paved driveways/Route 4 intersection) as required.
- c) Sweep existing asphalt pavement as required.
- d) Construct a 3" bituminous concrete binder course by machine method. *as required* 870
- e) Construct a ¾" (avg.) bituminous concrete leveling course by machine method.
- f) Construct a 1 ½" (avg.) bituminous concrete surface course by machine method.
- g) Furnish and install 2' processed gravel shoulder gravel.

Contractor Initials GTB
Date 10/28/20

EXHIBIT B

Expenditures from New Hampshire Department of Environmental Services under this contract shall not exceed \$33,000 (thirty-three thousand dollars) and will be payable upon receipt of Invoice from the Contractor.

Contractor Initials JTB
Date 10/28/20

EXHIBIT C

SPECIAL PROVISIONS

There are No Special Provisions.

Contractor Initials GTB
Date 10/28/20

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BELL & FLYNN, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 12, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 6604

Certificate Number: 0005034752



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, Brian S. Bell, Vice-President of Bell + Flynn, LLC do
Printed Name of Certifying Officer Title Name of Company

hereby certify that John T. Bell is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Vice-President,
Office/Position of Certifying Officer
of Bell + Flynn, LLC, this 28th day of October, 2020
Name of Company

Brian Bell
Signature of Certifying Officer

Notarization

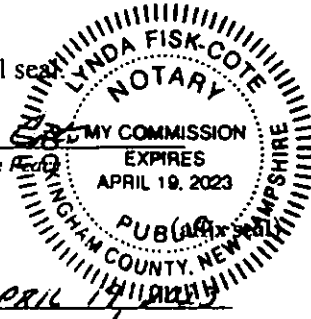
State of
County of

On 10/28/20, before me, LYNDA FISK-COTE,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared BRIAN S. BELL, who
Printed Name of Certifying Officer
acknowledged him/herself to be the VICE PRESIDENT, of BELL + FLYNN, LLC,
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

Lynda Fisk-Cote
Notary Public or Justice of the Peace



Commission Expires: APRIL 19, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FLAI, INC. 1100 ELM STREET MANCHESTER NB 03101	CONTACT NAME: PHONE (A/C. No. Ext): 603-669-3218 FAX (A/C. No.): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: SELECTIVE INS CO OF SOUTH CAROLINA NAIC # 19259 INSURER B: SELECTIVE INS CO OF SOUTH CAROLINA 19259 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		S 2396351	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Pa occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		S 2396351	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ ZERO			S 2396351	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 9082006	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.
 State of New Hampshire is included as additional insured with respect to Automobile, General Liability as required by written contract or agreement.

CERTIFICATE HOLDER State of New Hampshire Bazem Dr Concord NB 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Road Paving Estimates

<u>Advanced 2020</u>		
267 SY	\$40.00/SY	10,680
1,316 Ton	\$85.50/Ton	112,518
15,488 SY	\$0.20/SY	3,098
242 Ton	\$32.00/Ton	<u>7,744</u>
Estimated Total		134,040

<u>Advanced 2018</u>			
267 SY	\$40.00/SY	10,680	Miscellaneous repair
1,316 Ton	\$82.00/Ton	107,912	Shim & Overlay 1 1/2"
15,488 SY	\$0.20/SY	3,098	Tack Coat
242 Ton	\$25.00/Ton	<u>6,050</u>	Shoulder Gravel
Estimated Total		127,740	

<u>GMI Asphalt 2020</u>	
Lump Sum	136,940
Gravel Shoulder	<u>9,975</u>
Estimated Total	146,915

<u>GMI Asphalt 2018</u>	
Lump Sum	128,210
Gravel Shoulder	<u>9,975</u>
Estimated Total	138,185

Shoulder gravel was not specified in 2018. I used current number.

Cut & Patch (6-locations around house #112 (5x7 + 6x6 + 5x6 + 5x5 + 5x5 + 10 x 25))

- Saw cut as needed
 - Remove & dispose of exiting asphalt and potential rock under asphalt
 - Compact existing gravels in place
 - Shim with gravel only as needed
 - Supply & install hand pave/machine pave 19.0-mm binder at 2.0-in compacted
- Shim & Overlay (24-ft wide x approx 6,025-lf)
- Apply tack coat to existing pavement
 - Supply and install machine pave shim (as required) and Overlay at 1.0-in compacted

<u>Bell & Flynn 2020</u>	
(\$10.00/SY)	1,350
(\$4.00/LF)	2,200
(\$100.00/HR)	800
(\$100.00/T)	2,250
(\$90.00/T)	2,025
(\$76.00/T)	110,200
(\$45.00/CY)	<u>7,200</u>
Estimated Total	126,025

<u>Bell & Flynn 2019</u>		
(\$10.00/SY)	1,350	Sawcut/Excavate existing asphalt pavement as required; Fine grade and compact
(\$4.00/LF)	2,200	Cold plane existing asphalt pavement at limit(s) of work (e.g. paved driveways/Route 4 Intersection) as required
(\$100.00/HR)	800	Sweep existing asphalt pavement as required
(\$100.00/T)	2,250	Construct a 3" bituminous concrete binder course by machine method
(\$90.00/T)	2,025	Construct a 1/2" (avg.) bituminous concrete leveling course by machine method
(\$75.00/T)	108,750	Construct a 1 1/2" (avg.) bituminous concrete surface course by machine method
(\$45.00/CY)	<u>7,200</u>	Furnish and install 2' processed gravel shoulder gravel
Estimated Total	124,575	

Proposal

BELL & FLYNN, LLC

69 Bunker Hill Avenue

Stratham, New Hampshire 03885

Phone 778-8511 Fax 772-4396

Mendums Landing Homeowner's Association 856-6099
c/o Tom Daniels, President
90 Mendums Landing Road
Barrington, NH 03825
thomasdaniels@comcast.net

February 28, 2020

Pavement Improvements
Mendums Landing Rd
Barrington, NH

Area Involved: Approx. 17,000 SY

Work Involved:

- a) Sawcut/Excavate existing asphalt pavement as required; Fine grade and compact
- b) Cold plane existing asphalt pavement at limit(s) of work (e.g. paved driveways/Route 4 intersection) as required
- c) Sweep existing asphalt pavement as required
- d) Construct a 3" bituminous concrete binder course by machine method
- e) Construct a 3/4" (avg.) bituminous concrete leveling course by machine method
- f) Construct a 1 1/2" (avg.) bituminous concrete surface course by machine method
- g) Furnish and install 2' processed gravel shoulder gravel

Price:

- | | | |
|----|--------------|---------------|
| a) | \$1,350.00 | (\$10.00/SY) |
| b) | \$2,200.00 | (\$4.00/LF) |
| c) | \$800.00 | (\$100.00/HR) |
| d) | \$2,250.00 | (\$100.00/T) |
| e) | 2,025.00 | (\$90.00/T) |
| f) | \$110,200.00 | (\$76.00/T) |
| g) | \$7,200.00 | (\$45.00/CY) |

Estimated Total: \$126,025.00

Notes:

- 1) NHDOT "Driveway" Permit as required to be secured by the Homeowner's Association
- 2) Price of Bituminous Concrete Pavement is based upon March 1, 2020 NHDOT price of liquid asphalt (\$532.50/T). This price is subject to sudden fluctuation which may require price adjustment per NHDOT standard specifications.

We propose hereby to furnish material and labor-complete in accordance with above specifications Payment to be made as follows:

Net 30. A finance charge of 1-1/2% (18%APR) will be applied to the unpaid balance after 30 days. The purchaser agrees to pay all costs and expenses of collection including reasonable attorney fee.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Signature

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature: