



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

August 22, 2018

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

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REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with R & D Paving, Inc. (Vendor Code #157916) Franklin, NH in the amount not to exceed \$110,127.55 for grinding, paving and associated roadwork on portions of the Winnepesaukee River Basin Program Franklin wastewater treatment plant access road, effective upon Governor and Council approval through June 30, 2019. 100% WRBP Funds.

Funding is available in account as follows:

	<u>FY 19</u>
03-44-44-442010-1300-048-500226	\$110,127.55
Dept. Environmental Services, Winnepesaukee River Basin, Contract Repairs	

EXPLANATION

Approval of this contract will result in the repair of three sections (totaling approximately 2,569 linear feet) of the paved, 2-lane access road to the WRBP wastewater treatment plant in Franklin. The DES, under its Winnepesaukee River Basin Program (WRBP), owns and operates the regional wastewater collection and treatment system on behalf of ten communities in the Lakes Region which receive the benefit of the service. The treatment plant is located at the end of the very long 2.5 mile access road – River Street Extension. The road is not only required for access by treatment plant staff, but allows regional septage haulers access to the facility for disposal.

The road has been in existence for nearly forty years and has received limited maintenance during this period; except to address an emergency or make necessary spot repairs. The sections of road to be addressed under this contract include stretches of road where both lanes are severely compromised due to wash-boarding due to cobbles deteriorating paving or where there is subsidence/breakup of the asphalt. The work includes grinding, paving, leveling three manholes, and shoulder work as described in Exhibits A and B.

A Request for Proposals (RFP) was prepared and four (4) area contractors on the NHDOT-approved contractor list for this type of roadwork were contacted and provided with the RFP. The RFP was also advertised on the NH Department of Administrative Services Purchase and Property website and in the

State-wide newspaper, The Union Leader. Two contractors responded to the RFQ by submitting timely quotes. The results are as follows:

<u>Contractor</u>	<u>Responses including 15% contingency</u>
R&D Paving, Inc., Franklin, NH	\$ 110,127.55
GMI Asphalt, LLC, Belmont, NH	\$ 126,656.98
Pike Industries, Belmont, NH	No response
Continental Paving, Inc. Bedford, NH	No response

As a result of the bids and subsequent due diligence inquiries, we wish to award the contract to R & D Paving, Inc. The contract price limitation of \$110,127.55 is based upon the sum of the three items (itemized road sections' work) plus a 15% contingency as detailed in Exhibit B. The additional contingency amount will be used only if authorized by WRBP staff in order to successfully complete the work.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval.



Robert R. Scott, Commissioner


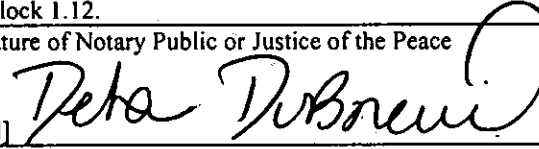

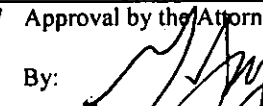
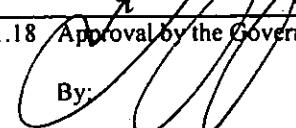
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

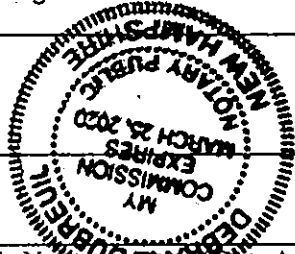
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name R & D Paving, Inc. <i>R+D Paving Inc</i>		1.4 Contractor Address PO Box 175 563 S. Main St. Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-6745	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2019	1.8 Price Limitation \$110,127.55
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  R & D Paving INC.		1.12 Name and Title of Contractor Signatory Richard Dubreuil - President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>merrimack</u> On <u>8/13/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Debra Dubreuil			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-21-18</u> Robert R. Scott, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/23/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

~~Contractor Initials~~
Date 8/13/18

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.


Contractor Initials: _____
Date 8/13/18

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.


~~Contractor's Initials~~ 
Date 8/13/18

EXHIBIT "A"
THE SERVICES

Summary of Work

The work shall include grinding, paving, leveling 3 manholes and shoulder work on 3 sections of River Street Extension (a portion of the road that is maintained by the Department of Environmental Services – Winnepesaukee River Basin Program) which is the access road to the Franklin Wastewater Treatment Plant.

See Exhibit B for Bid Cost Details

General Requirements and Technical Specifications

- A. By reference 2016 Standard Specifications for Road and Bridge Construction of New Hampshire department of Transportation (NHDOT)

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm>

Specifications as listed: Bituminous Concrete Reclamation

Work will consist of pulverizing the existing pavement and road base and blending. The total depth will be 8" inches. All cobbles larger than 2.5" will be culled out. Final grading will be accomplished with automated slope at a minimum of two to three percent and compacted to meet NHDOT Specifications.

Road Paving

All asphalt mixes specified will meet NHDOT Specifications. The contractor and work force performing the work must be on the NHDOT list of State approved contractors for road paving and related work. The contractor's company shall have a minimum of five years' experience and provide three references demonstrating they meet the aforementioned qualifications and job performance for the "General Requirement Listed".

Paving Machinery

Pavers must be set with grade and slope and must meet NHDOT Specifications approved for road and bridge paving. Pavers should provide capability of a twelve foot width. In the event the WRBP requests field testing by contractor, they must be able to check density and extract cores as directed to include all laboratory analysis.

Initials RPD
Date 8/13/18

Application of Tack Coat

This work shall be applied at a rate of .025 gallons per square yard. Tack coat shall be applied by means of a metered distributor truck.

Placement of Bituminous Concrete Course

The contractor shall take every precaution to guarantee the long term integrity of all longitudinal cold joints. This may include increasing the application rate of the tack coat applied to the joint. All cold joints will allow for a minor overlap of sufficient width to effectively bind and seal the joint. A cold joint should not be raked out but rather compacted to the best means possible. A smooth transition shall be provided at both ends of the overlay where it meets the existing pavement. Placing of any course shall be as nearly continuous as possible keeping the number of transverse joints at a minimum. All courses shall be rolled until all roller marks are eliminated.

Asphalt Compaction

Compaction will be performed with an eight to ten ton double drum vibratory roller for achieving breakdown. A six to twelve ton rubber tired intermediate roller for intermediate compaction and eight to ten ton static roller for final rolling.

Recycled Asphalt Product

R.A.P. will meet NHDOT Specifications and will contain no more than one percent of the "Total Replacement Binder" (T.R.B.) and mixed to aggregate in a uniform manner to provide consistency.

Shoulder Gravel in Place, Machine Method

All work will be performed per NHDOT specifications using 3/4" crushed bank gravel. Extra care will be given to allow asphalt to cure before beginning shoulder work. The contractor is responsible for the preparation of the shoulder to allow for the placement of the 4 inches of crushed bank gravel. The shoulder gravel will be compacted by the contractor.

Adjusting Manholes

Included in this RFP, is adjusting 3 sanitary sewer manholes frames. The contractor will furnish all labor, materials, and other items necessary to bring the frames to grade.

- (a) All manhole frames will be reset as follows:

Initials RTJ
Date 8/13/18

Manholes will be flush with the finished grade.

- (b) The manhole frames shall be accurately set to line and grade by one of the following methods.
- 1) Removing the frame or lid and raising or lowering the masonry top of the structure and resetting with clay brick and mortar or by using precast grade rings.
 - 2) Use of one new adjustment ring fitted to the manhole frame. Placement of the adjusting ring shall occur immediately in advance of the paving operation. The contractor shall install the adjusting ring according to the manufacturer's specifications. The ring shall be adequately tightened to insure proper operation under normal traffic conditions. The grade of the lid shall be within ¼ inch tolerance of the surrounding surface and shall provide a smooth riding surface.
 - 3) The contractor will be responsible for any repair or maintenance due to poor workmanship.

Traffic Control & Access to Driveway

One lane must remain open to traffic at all times and the contractor will be responsible for traffic control including flaggers if needed. The contractor is responsible to provide work zone protection and temporary signage and traffic cones.

One driveway is involved in this RFP and the contractor will make every effort to maintain, at a minimum, access to the driveway. Contract is responsible for notification to the affected property owner.

No vehicular traffic or loads shall be permitted on newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. Contractor shall determine when vehicular traffic may resume, and the sole responsibility for repairs due to premature loading will reside with the contractor.

Mixtures shall be placed only when the underlying surface is dry, frost free, and the surface temperature is above 40 °F (5 °C) for courses greater than or equal to 1-1/4 in (32 mm) in compacted depth and above 50 °F (10 °C) for courses less than 1-1/4 in (32 mm) in compacted depth. The WRBP may permit, in case of sudden rain, the placing of mixture then in transit from the plant, if laid on a base free from pools of water, provided motorist visibility is not impaired and all other specifications are met. If rapid surface cooling of the laid down mix is occurring due to wind, the WRBP may suspend operations for the day. Wearing course shall not be scheduled for placement after October 1st without written approval by the WRBP. If it is determined to be in the best interest of the WRBP to schedule placement after October 1st, the above specified weather and surface conditions shall remain in effect.

Initiated RFI
Date 8/13/18

Contractor Responsibilities

The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the Scope of Work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal laws, rules and regulations in the commission of the work requested by this RFP. The contractor shall be responsible for the disposal of all waste products in accordance with all local, state and federal rules and regulations governing such materials. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All materials used shall be applied in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions; therefore, it is recommended that each bidder inspect the area and have project-related questions answered prior to finalizing their quotation. Failure to do so will not relieve the contractor of his obligations under this contract. The WRBP may choose to post addenda to answer any substantive questions received. It is the responsibility of proposing firm to check the State's Purchasing website for any addenda.

It must be understood by the successful bidder that the work in this request is to be completed no later than June 30, 2019.

Treatment Plant Contacts

Inquiries regarding this RFP should be directed to Ken Noyes or Art O'Connell at the treatment plant at 603-934-4032 between the hours of 7:00 A.M. and 3:15 P.M.

Information For Bidders

All Proposals must be received by the Department of Environmental Services, Franklin Wastewater Treatment Plant, P.O. Box 68, 528 River Street, Franklin, NH 03235 no later than 2:00 P.M. on July 18, 2018 at which time bids will be opened. Exhibits A, B, and C and references shall be returned as the proposal response.

All mailed or hand delivered bids must be enclosed in sealed envelopes that are clearly marked "Paving Work River Street". Faxed or emailed bids shall clearly be titled "Paving Work River Street". Fax quotes to 603-934-4831 or e-mail to kenneth.noyes@des.nh.gov.

Basis of Award

The WRBP reserves the right to determine what constitutes a conforming proposal; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the proposal; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

Initials RFW
Date 8/13/18

The Contract

The chosen contractor will be under contract to the NHDES. We include herein a blank copy of a standard state service contract (P-37 form), as well as Exhibits A, B and C for the Agreement. Exhibit "A" The Services will be the Scope of Work which describes the services. Exhibit "B" Costs and Terms of Payment is the form with your cost quote for the work. Exhibit "C" Special Conditions provides a form confirming that the firm complies with state and federal regulations. It is strongly suggested that you review the general conditions shown on the State contract form (P-37) including the insurance requirements contained in **Item No. 14**. Exhibits A, B, and C shall become part of the contract.

Should your firm be selected for the work, the WRBP will send you a "Notice of Intent to Award" along with a P-37 contract for execution. In addition to this executed P-37 form and the initialed and dated Exhibits A, B, and C; the contract documents included: a "Corporate Resolution" authorizing the signatory to enter into a contract for the work; an insurance certificate meeting the requirements shown in the P-37 listing the NHDES-WRBP as an additional insured; and a "Certificate of Good Standing" from the NH Secretary of State's office.

Be aware that any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the New Hampshire Secretary of State's Office in order to process a contract. The contractor will be responsible for providing the WRBP with a current, original certificate issued by the NH Secretary of State dated after April 1, 2018.

Because it is necessary for the selected contractor to be registered and in good standing with the NH Secretary of State's office, if at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed fourteen (14) days to complete this task. If at the end of the fourteen (14) days the contractor is not registered, it will be the WRBP's option to disregard the contractor's proposal.

When the required documents are returned, a contract will be processed through the NHDES and the NH Governor and Executive Council, a process that usually requires eight (8) to twelve (12) weeks to complete.

Information contained in the State's Request for Proposals dated June 28, 2018 is hereby included in Exhibit A by reference.


EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

DESCRIPTION

Item 1: River Street Extension (approximately 387' x 23' = 989 Square Yards)

Item #	Description	EST Qty	Unit	Unit Price Words	Price total in Figures	Price Total in Words
1	Reclaim, Fine grade, stabilize, compact base at an avg. depth of 8"	989	SQ Yard	<u>ONE</u> Dollars and <u>THIRTY SEVEN</u> Cents	\$1,354 ⁹³	ONE THOUSAND THREE HUNDRED AND FIFTY FOUR DOLLARS AND NINETY THREE CENTS
2	Apply (two) 2" of COMPACTED (three Quarter) 3/4" Bituminous Concrete Binder Course	112	Tons	<u>SIXTY FOUR</u> Dollars and — Cents	\$7,168 ⁻	SEVEN THOUSAND ONE HUNDRED SIXTY EIGHT DOLLARS
3	Apply (one and one half) 1.5" COMPACTED of 1/2" top of Bituminous Concrete Top Course	84	Tons	<u>SIXTY FOUR</u> Dollars and — Cents	\$5,376 ⁻	FIVE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS
4	Shoulder gravel in place (eighteen) 18" Wide x (four) 4" deep x 774' length	20	Tons	<u>TWENTY SIX</u> Dollars and — Cents	\$520 ⁻	FIVE HUNDRED TWENTY DOLLARS
5	Tack Coat .025 gallons per square yd	25	Gals.	<u>FOUR</u> Dollars and <u>FIFTY</u> Cents	\$112 ⁵⁰	ONE HUNDRED TWELVE DOLLARS AND FIFTY CENTS
6	Total 1 Through 5				\$14,531 ⁴³ Total in figures	FOURTEEN THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS AND FORTY THREE CENTS Total in Words




7/17

**EXHIBIT "B" - Continued
COST PROPOSAL AND TERMS OF PAYMENT**

Item 2: River Street Extension (approximately 454' x 23' = 1,160 Square Yards)

Item #	Description	EST Qty	Unit	Unit Price Words	Price total in Figures	Price Total in Words
1	Reclaim, Fine grade, stabilize, compact base at an avg. depth of 8"	1,160	SQ Yard	<u>ONE</u> Dollars and <u>THIRTY SEVEN</u> Cents	\$1,589 ²⁰	ONE thousand FIVE Hundred EIGHTY NINE Dollars and TWENTY CENTS
2	Apply (two) 2" of COMPACTED (three Quarter) 3/4" Bituminous Concrete Binder Course	130	Tons	<u>SIXTY FOUR</u> Dollars and <u>—</u> Cents	\$8,320 ⁻	EIGHT thousand THREE Hundred and TWENTY DOLLARS
3	Apply (one and one half) 1.5" COMPACTED of 1/2" top of Bituminous Concrete Top Course	98	Tons	<u>SIXTY FOUR</u> Dollars and <u>—</u> Cents	\$6,272 ⁻	SIX thousand TWO Hundred SEVENTY TWO DOLLARS
4	Shoulder gravel in place (eighteen) 18" Wide x (four) 4" deep x 908' length	23	Tons	<u>TWENTY SIX</u> Dollars and <u>—</u> Cents	\$598 ⁻	FIVE Hundred NINETY eight
5	Tack Coat .025 gallons per square yd	29	Gals.	<u>FOUR</u> Dollars and <u>FIFTY</u> Cents	\$130 ⁵⁰	ONE Hundred THIRTY dollars and FIFTY CENTS
6	Total 1 Through 5				\$16,909 ²⁰ Total in figures	SIXTEEN thousand NINE Hundred NINE DOLLARS and SEVENTY CENTS Total in Words

R&D Paving Inc
563 S. Main St
PO Box 175
Franklin, NH 03235
www.rdpavinginc.com



Exhibit B Page 2 of 4

Initials
Date

[Signature]
7/17/18

**EXHIBIT "B" - Continued
COST PROPOSAL AND TERMS OF PAYMENT**

Item 3: River Street Extension (approximately 1,725' x 23' = 4,408 Square Yards)

Item #	Description	EST Qty	Unit	Unit Price Words	Price total in Figures	Price Total in Words
1	Reclaim, Fine grade, stabilize, compact base at an avg. depth of 8"	4,408	SQ Yard	<u>One</u> Dollars and <u>Thirty Seven</u> Cents	\$ 6,038 ⁹⁶	Six thousand Thirty eight Dollars and Ninety six Cents
2	Apply (two) 2" of COMPACTED (three Quarter) 3/4" Bituminous Concrete Binder Course	496	Tons	<u>Sixty Four</u> Dollars and — Cents	\$ 31,744	Thirty one thousand seven hundred forty four Dollars
3	Apply (one and one half) 1.5" COMPACTED of 1/2" top of Bituminous Concrete Top Course	372	Tons	<u>Sixty Four</u> Dollars and — Cents	\$ 23,808	Twenty three thousand eight hundred eight dollars
4	Shoulder gravel in place (eighteen) 18" Wide x (four) 4" deep x 3,450' length	86	Tons	<u>Twenty Six</u> Dollars and — Cents	\$ 2,236	Two thousand two hundred thirty six Dollars
5	Tack Coat .025 gallons per square yd	110	Gals.	<u>Four</u> Dollars and <u>Forty</u> Cents	\$ 495	Four hundred ninety five Dollars
6	Total 1 Through 5				\$ 64,321 ⁹⁶ Total in figures	Sixty four thousand three hundred twenty one dollars and ninety six Cents Total in Words

**EXHIBIT "B" - Continued
COST PROPOSAL AND TERMS OF PAYMENT**

Sum of Item 1 + Item 2 + Item 3: \$95,763⁰⁹

15% Contract contingency: \$14,364⁴⁶

Contract Price Limitation: \$110,127⁵⁵

1. Contract price limitation is the sum of Items 1, 2, and 3, plus a 15% contract contingency based upon the sum of the above three items. This additional contingency amount will be used only if authorized by WRBP staff in order to complete the work and adequate supporting documentation is provided by the contractor with their invoices.

2. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of the work. Approval of this work does not authorize any expenditure over the contract price limitation.

Remit Bill To:
NHDES-Water Division
Attn: Traci Knieriemen
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

I (We) agree to furnish the services specified in Exhibit "A" at the cost shown above.

R+D PAVING INC.
Company Name

R&D Paving Inc
563 S. Main St
PO Box 175
Franklin, NH 03235
www.rdpavinginc.com



Intials
Date 7/17/18

EXHIBIT "C"
SPECIAL CONDITIONS

Item 1

None.

R&D Paving Inc
563 S. Main St
PO Box 175
Franklin, NH 03235
www.rdpavinginc.com



603-934-6745

Initials 
Date 7/17/18

State of New Hampshire

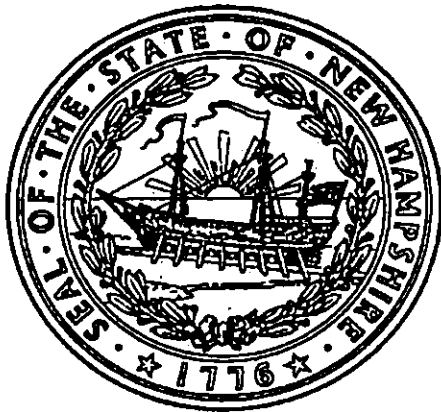
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that R & D PAVING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 02, 1995. 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: 235112

Certificate Number: 0004158203



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July A.D. 2018.

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

William M. Gardner
Secretary of State



Phone (603) 934-6745



PO Box 175. 563 S. Main St.



Fax (603)934-2999

CERTIFICATE OF VOTE
CORPORATE RESOLUTION

I, Nancy G. DuBreuil, hereby certify that I am duly elected Secretary of R&D Paving Incorporated.
I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Director the corporation, duly called and held on Friday January 5th, 2018 at which a quorum of the was present and voting.

Richard J. DuBreuil – President – Yes

Donald A DuBreuil – Vice President – Yes

Matthew R DuBreuil – Assistant Vice President – Yes

Joseph A DuBreuil – Assistant Vice President – Yes

Nancy G DuBreuil – Secretary – Yes

Debra L DuBreuil – Treasurer – Yes

The above officers are voted as authorizing officers on behalf of the corporation, to enter into a specific contract, lease or other agreement with the State of New Hampshire, and may execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of August 13, 2018 and that Richard J DuBreuil, Donald A DuBreuil, Matthew R DuBreuil, Joseph A DuBreuil, Nancy G DuBreuil and Debra L DuBreuil, are the duly elected officers, respectively, of this corporation.

Date: 8-13-18

Attest: Nancy DuBreuil



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/26/2018

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 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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (AC, No, Ext): (603) 524-2425 E-MAIL: scullen@crossagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (AC, No): (603) 524-3666 NAIC #
INSURED R & D Paving, Inc. P.O. Box 175 Franklin NH 03235		

COVERAGES CERTIFICATE NUMBER: CL1861353140 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 SUBR INSD LWD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA5345088-10	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA5345089-10	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		CUA5354090-10	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 N/A	3A States: NH/MA/VT/ME WPA5345091-10	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 20 River St Paving, Franklin NH

State of New Hampshire, Department of Environmental Services is listed as an additional insured for ongoing operations performed by R & D Paving, Inc when required in a written contract.

CERTIFICATE HOLDER Department of Environmental Services Sharon A. McMillin 29 Hazen Drive Concord, NH 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 S Cullen, AINS, ACSR/ <i>Sarah Cullen</i>
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