



**Town of Amherst, NH**  
**BOARD OF SELECTMEN AGENDA**  
Barbara Landry Meeting Room  
2 Main Street  
**MONDAY, MAY 22, 2023 6:30 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Administration**
  - 4.1. Administrative Updates
  - 4.2. Unassigned Fund Balance Policy
  - 4.3. Village Street Study- Next Steps
  - 4.4. Gold Award Proclamation, Anya Merriman Girl Scout Troop #11607
- 5. Staff Reports**
  - 5.1. 10-23 Roadwork Bid
- 6. Approvals**
  - 6.1. Town Common Request, Fourth of July Committee
  - 6.2. Assessing
  - 6.3. Baboosic Lake Community Septic Warrants
  - 6.4. AP, Payroll and Minutes
- 7. Action Items**
- 8. Old/New Business**
- 9. Non-Public Session**
  - 9.1. NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

- 9.2. NH RSA 91-A:3II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
- 9.3. NH RSA 91-A:3 (d) - Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community
- 9.4. NH RSA 91-A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

## **Adjournment**

**Next Meeting: June 12, 2023**

You are invited to a Zoom webinar.

When: May 22, 2023 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89789626391>

Or Telephone: 305 224 1968 US

Webinar ID: 897 8962 6391



**Town of Amherst, NH  
BOARD OF SELECTMEN  
STAFF REPORT**

**Title:** Administrative Updates  
**Meeting Date:** May 22, 2023

**Department:** Administration  
**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

None



**Town of Amherst, NH  
BOARD OF SELECTMEN  
STAFF REPORT**

**Title:** Unassigned Fund Balance Policy  
**Meeting Date:** May 22, 2023

**Department:** Administration  
**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**


1. fund\_balance\_policy\_revised\_10.19.2016\_1

# Town of Amherst




## Fund Balance Policy

Effective: 02/27/2012

  
James M. O'Mara, Jr., Town Administrator

Revised: 10/19/2016

 10/19/16  
James M. O'Mara, Jr., Town Administrator

## FUND BALANCE POLICY

### A. Fund Balance Policy

The Town of Amherst hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Town's governmental funds. Fund balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

The purpose of this policy is to establish a key element of the financial stability of the Town of Amherst by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the Town of Amherst maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the Town's general operations.

### B. Definitions

1. ***Non-spendable Fund Balance*** - includes amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact (such as principal of an endowment fund).
2. ***Restricted Fund Balance*** - includes amounts that can only be spent for the specific purposes stipulated by external resource providers (such as grantors) or the enabling legislation (federal or state law). Restrictions may be changed or lifted only with the consent of the resource providers or the enabling legislation.
3. ***Committed Fund Balance*** - includes amounts that can be used only for the specific purposes determined by a formal action of the Town's highest level of decision making authority (the annual Town meeting). Commitments may be changed or lifted only by the governing body taking the same formal action that

imposed the constraint originally. The governing body's actions must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

4. ***Assigned Fund Balance*** - includes amounts the Town *intends* to use for a specific purpose. For all governmental funds other than the General Fund, any remaining positive amounts are to be classified as "assigned". The Selectmen expressly delegates this authority to the Town Administrator. Items that would fall under this type of fund balance classification would be encumbrances.
5. ***Unassigned Fund Balance*** - includes amounts that are not obligated or specifically designated and is available for any purpose. The residual classification of any General Fund balance is to be reported here. Any deficit fund balance of another fund is also classified as unassigned.

**C. Spending Prioritizations**

1. When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.
2. When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

**D. Deficit Fund Balance**

At year end, if any of the special revenue funds (such as the Recreation Fund or Police Detail Fund etc.) has a deficit unassigned fund balance, the Town Administrator will notify the board of selectmen and request to transfer funds from the General Fund to cover the deficit, providing the General Fund has the resources to do so.

**E. Minimum Level of Unassigned Fund Balance**

The New Hampshire Department of Revenue recommends that cities and towns will strive to maintain an unassigned fund balance in its General Fund equal to 8-15% of the total annual appropriations of the community (which includes the Town, County, and School District).

The Amherst Board of Selectmen has chosen to target an unassigned fund balance equal to 10% of the total annual appropriations. To balance the desire to minimize the property tax rate and to help avoid large fluctuations in the tax rate, the Selectmen will generally apply 50% of the unassigned fund balance that exceeds the targeted 10% each fall to offset property taxes.

The Selectmen will review this information each year in order to determine if circumstances warrant increasing or reducing the amount applied from the unassigned fund balance to reduce property taxes.

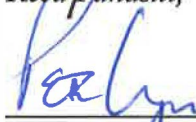
**F. Annual Review**

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process.

  
\_\_\_\_\_  
*Dwight Brew, Chairman*

  
\_\_\_\_\_  
*Reed Panasiti, Vice Chairman*

  
\_\_\_\_\_  
*Tom Grella*

  
\_\_\_\_\_  
*Peter Lyon*

  
\_\_\_\_\_  
*Nate Jensen*





**Town of Amherst, NH  
BOARD OF SELECTMEN  
STAFF REPORT**

**Title:** Village Street Study- Next Steps  
**Meeting Date:** May 22, 2023

**Department:** Administration  
**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

None



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Gold Award Proclamation, Anya  
Merriman Girl Scout Troop #11607

**Department:** Administration

**Meeting Date:** May 22, 2023

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

"The Gold Award is the highest and most prestigious award in Girl Scouting. Only 5.4% of those girls eligible to earn the Gold actually do so. The award recognizes those girls who demonstrate extraordinary leadership through Take-Action Projects. These projects have a sustainable impact not only on the girls but on their communities as well. These projects represent the culmination of over 80 hours of work on a project that is important to the individual girl. Gold Awardees have turned a vision into an action plan. In doing so, they have developed their self-confidence and leadership skills while making their community, and world, a better place."

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. 0238\_001



**NOW COMES** The Town of Amherst through its Selectmen who hereby issue this  
**PROCLAMATION**

**WHEREAS**, Anya Merriman is a member of the Amherst Girl Scout Troop 11607; and

**WHEREAS**, Anya Merriman has received the Girl Scout Gold Award

**WHEREAS**, the Town of Amherst wishes to honor Anya Merriman  
to mark this momentous event; and

**WHEREAS**, the Town of Amherst offers this  
**PROCLAMATION OF CONGRATULATIONS** to Anya Merriman

**FURTHER**, the Town of Amherst applauds the efforts of Anya Merriman  
as she achieves this high honor; and

**FURTHER**, in recognition of the spirit of cooperation, and  
willingness to join together for the common good,

**THE TOWN OF AMHERST PROCLAIMS May 22, 2023**  
**Girl Scout Recognition Day in Amherst.**

By its Board of Selectmen:

\_\_\_\_\_  
Peter Lyon

\_\_\_\_\_  
Danielle Pray

\_\_\_\_\_  
Thomas Grella

\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
William Stoughton



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** 10-23 Roadwork Bid  
**Meeting Date:** May 22, 2023

**Department:** Public Works  
**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

A recommendation to award Pike Industries an award of \$1.5M for FY24 roadwork was presented to the BOS at the last BOS meeting on May 15. Pike was the sole bid, with a total bid amount of \$1,889,074.50. The recommendation to award an amount lower than the bid was discussed at the meeting. The BOS decided to have Town Administrator Shankle and I consult with the Town attorney to discuss the recommendation presented, and determine what Town council's opinion is on the matter.

TA Shankle and I met with Town Attorney, Steven Whitley, on May 17. His opinion on the matter was that the Town should negotiate with Pike Industries to see if they would be agreeable to reducing the scope of their proposal to stay within our stated \$1.5M budget for FY24. He further opined that the Town should not put the project back out to bid unless we cannot arrive at an agreement with Pike. Town Administrator Shankle and I agree with this opinion.

I recommend that the BOS authorize me to negotiate the scope of work with Pike to remain within our budget, awarding Pike up to \$1.5M in FY24 for roadwork described in the 10-23 RFP. I further recommend the BOS to authorize Town Administrator Shankle to sign any related agreement with Pike Industries upon completion of the negotiation process.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

Up to \$1.5M from: 01-4312-70-2735 (\$1.4M) & Extra Highway Bloc Grant Funds (\$100K)

## **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

I recommend the BOS to authorize DPW to negotiate the scope of work with Pike to remain within available funds for FY24, awarding Pike up to \$1.5M for roadwork described in the 10-23 RFP. I further recommend the BOS to authorize Town Administrator Shankle to sign any related agreement with Pike Industries upon completion of the negotiation process.

**SUGGESTED MOTION:**

I move to authorize the DPW to negotiate a reduced scope of work for the 10-23 proposal from Pike to remain within available funds for FY24 , awarding Pike up to \$1.5M in FY24 for roadwork described within the 10-23 RFP. I further recommend the BOS to authorize Town Administrator Shankle to sign any related agreement with Pike Industries upon completion of the negotiation process.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. 10-23 Bid Pike pdf
2. Addendum 001
3. Addendum 002

# Town of Amherst



Department of Public Works

## Contract Documents and Technical Specifications

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow,  
Martingale Rd., Sherburne Dr., Deerwood Dr., Transfer  
Station, DPW, Mont Vernon Rd.

Bid # 10-23

*“Multi-Road Construction – 2023”*

**Contract Documents**  
**And**  
**Technical Specifications**

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- 108-113      Special Attention
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## TECHNICAL DOCUMENTS

- Part-1-A Chestnut Hill Rd.
- Part-2-A Mack Hill Rd. (LNC)
- Part-3-A Melendy Hollow (LNC)
- Part-4-A Deerwood Drive (LNC)
  
- Part-1-B Martingale Rd. (LNC)
- Part-2-B Sherburne Drive
  
- Part-1-C Transfer Station (LNC)
- Part-2-C DPW (LNC)
  
- Part-1-D Mont Vernon Rd. (LNC)

- (LNC) *Layout Not Completed (released in May prior to start of construction)*



## **Advertisement for Bids**

### *Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr., Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd. Amherst, New Hampshire*

All Bids shall be received in a sealed envelope clearly identified with the Bidder's name and marked on the outside "Town of Amherst Bid # 10-23, *Multi-Road Construction - 2023*"; and be received at the Town Administrator's Office within the Amherst Town Offices, 2 Main Street, Amherst, New Hampshire on or before 11:00 AM on Friday, **April 21, 2023**. Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Public Works Department, a recommendation will be made to the Board of Selectmen as to the award of contract on or about May 8, 2023.

In general, the Scope of Work to be performed under this Contract includes the reconstruction of Chestnut Hill Road (between Horace Greeley Rd. and Wolf Lane; 5,150 LF), Mack Hill Rd. (Sprague Rd. to gravel; 6,734 LF), Melendy Hollow (1,125 LF), and Deerwood Drive (Scottie Way to cul-de-sac; 3,172 LF); an asphalt overlay of Martingale Road (2,930 LF), Sherburne Dr. (375 LF), the Transfer Station parking lot (3,144 SY), and the DPW parking lot (3,180 SY), and shim of Mont Vernon Rd. (Secomb Rd. to T/L; 1000 LF). The Town anticipates but does not guarantee a contract value to the contractor between \$1,000,000.00 and \$1,300,000.00.

Prospective Bidders are advised that a mandatory pre-bid meeting will be held at 9:30 AM on **Wednesday, April 5, 2023**, in the 2<sup>nd</sup> floor meeting room of Town Hall, situated at 2 Main Street, Amherst, New Hampshire.

The Town of Amherst recognizes the Scope of Work to be performed under this Contract is extensive and portions of it are time sensitive. As part of the bidding selection process, the town may require (from the top three selections) a summary of work obligations and equipment resources to assure substantial completion and completion of work dates can realistically be met.

- Construction funding is available, and a start date is assumed to be available on or about July 1, 2023.
- The Town desires work to be completed by mid-November 2023. However, substantial Completion of all roads listed above, shall be achieved not later than June 7, 2024; and
- Final Completion of all Contract Work shall be achieved not later than June 28, 2024.

Failure on the part of the Contractor to comply with any of these critical dates shall result in the assessment of Liquidated Damages in the amount of \$ 500.00 for each calendar day of delay.

As specified in the Contract Documents and Technical Specifications for this project:

1. Each Bid shall be accompanied by a Bid Security in the amount of 10% of the Total Base Bid Price.
2. The successful Bidder shall: deliver executed Performance & Payment Bonds; deliver required insurance certificates; and execute the Contract Agreement within ten days of receipt of Notice of Award.
3. A complete set of the Contract Documents shall be used in preparing Bids; neither the Town of Amherst nor its supporting engineers assumes any responsibility for errors or misinterpretation from the use of the Contract Documents.

The Town of Amherst and its supporting engineers, in making copies of the Contract Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work. Copies of the Contract Documents may be examined at the following locations on or after **March 22, 2023**.

Department of Public Works  
22 Dodge Rd.  
Amherst, NH 03031

Town of Amherst Website  
<https://www.amherstnh.gov/public-works/news/bid-opportunities>

Construction Summary of NH  
<http://www.constructionsummary.com/>

Associated General Contractors of NH  
<https://agcnh.org/>

NH Municipal Association  
<https://www.nhmunicipal.org/classified>

Dodge Data & Analytics  
<https://www.construction.com/>

Commencing on March 22, 2023, copies of the Contract Documents may be obtained from the Town of Amherst in person at Amherst Public Works Department, 22 Dodge Road, Monday through Friday, between the hours of 7AM and 3PM. A non-refundable deposit of fifty dollars (\$50.00) will be required for each copy of the Contract Documents requested. Contract documents may be emailed upon request.

The Town of Amherst intends to award the Work to the Contractor who is the most reasonable and responsible low Bidder; however, the Town reserves the right to accept or reject any or all Bids, to waive any informalities related to those Bids received, and/or modify the Scope of Work if it deems one or more of those actions to be the best interest of the Town of Amherst.

All Contractors must be listed on the NHDOT 'Prequalified Contractor's List' with a classification of road construction to be considered.

Bidders choosing not to bid are requested to complete and return the "No Bid" form. Failure to respond to bid invitations may result in your firm being removed from our bidder list.

### **No Bid Form**

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Advertisement for Bids  
Bid: 10-23

Description: Multi Road Construction – 2023

Proposal Due Date/Time: Friday, April 21, 2023, at 11:00am

Submit to: Town Administrators Office – 2 Main Street, Amherst, NH 03031

Bidders choosing not to bid are requested to complete and return only this page.

Please check all boxes that apply:

- We do not provide the requested services/products
- Bid Specifications provided (please clarify: e.g., too restrictive, unclear, etc.)

- 
- Insufficient time to prepare response proposal
  - Bid requirement too large for our company
  - Bid requirement too small for our company
  - Priority of other business opportunities limit time/resources available to deliver project as specified
  - We are unable to bid at this time because:

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- Past experiences with the Town of Amherst (please provide detail)

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- Please remove our firm from your vendor list

- Please add our company for the following products/services\_\_\_\_\_

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**NOTE: FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR BIDDER LIST**

## **Instructions to Bidders**

1. **FORM OF BID.** All Bids must be presented on the Bid Schedule provided within the Contract Documents. All blank spaces on the Bid Schedule for Bid prices must be filled in, in ink or typewritten, and the Bid Schedule shall be properly executed when submitted. Only one (1) copy of the executed Bid Schedule shall be submitted.

Complete sets of Contract Documents shall be used in preparing Bids; neither the Town of Amherst and its supporting engineers assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Failure of Bidder to obtain authorized contract documents from the Town of Amherst may be cause for rejection of a bid.

2. **BID SUBMITTAL PROCESS.** All Bids shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked on the outside "Town of Amherst Bid # 10-23, *Multi-Road Construction - 2023*"; and be received at the Town Administrator's Office within the Amherst Town Offices, 2 Main Street, Amherst, New Hampshire on or before 11:00 AM on Friday, April 21, 2023.

Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Public Works Department, a recommendation will be made to the Board of Selectmen as to the award of Contract on or about May 8, 2023.

3. **ACCURACY OF BID SUBMITTAL.** All Bidders must satisfy themselves as to the accuracy of estimated quantities of work identified on the Bid Schedule by examination of the Work and a review of the Contract Documents including addenda, if any. After a Bid has been submitted, the Bidder shall not assert a misunderstanding concerning the quantity or nature of the Work to be performed.
4. **PRIOR TO SUBMITTING.** Before submitting a Bid, each Bidder will, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid for performance of the Work in accordance with the Contract Documents.

On request, the Town of Amherst will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary prior to submission of his/her Bid.

The Submission of a Bid is an acknowledgment from the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail for the performance of the Work.

5. **BID SECURITY.** Each Bid must be accompanied by a Bid Bond payable to the Town of Amherst equal to **ten percent** of the Total Base Bid Price. As soon as Bid prices have been compared, the Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released. The Bid Bond of the successful Bidder will be retained until the Town of Amherst

awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. A certified check may be used in lieu of a Bid Bond.

6. BONDING REQUIREMENTS. Pursuant to RSA 447:16, Performance and Payment Bonds, in a form acceptable to the Town of Amherst, in the amount of 100 percent of the Contract Price with a corporate surety approved by the Town of Amherst, will be required for faithful performance of the Contract. Attorneys-in-fact who sign Bid, Payment and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.
7. EXECUTION OF AGREEMENT. The party to whom the Contract is awarded will be required to execute the Agreement and provide Performance and Payment Bonds, as well as proof of insurance coverage within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Town of Amherst may at its option, consider the Bidder to be in default, in which case the Bid Bond accompanying the proposal shall become the property of the Town of Amherst.
8. COLLUSION. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this Bid.
9. ADVERTISING. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
10. INTERPRETATIONS AND ADDENDA. All questions during the bidding period about the meaning or intent of the Contract Documents shall be submitted to the Amherst Director of Public Works in writing. Questions which, in the Director's opinion require interpretation or any change to the provisions or specifications of the Contract Documents shall be made by written Addendum issued no later than two (2) working days prior to the Bid opening date to all parties recorded by the Director as having received the Contract Documents. Prospective Bidders shall have complete responsibility for being aware of any and all Addenda.

Questions received less than three (3) days prior to the date for opening of Bids will not be answered. Only questions answered by formal Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. COMPLIANCE. The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the Contract the same as though written out herein in full, and the Contractor shall indemnify the Town of Amherst and its representatives against any claim or liability arising from or based on any such Law, Ordinance, Rules and Regulation by themselves or by their employees. The successful Bidder shall notify the Public Works Director immediately and in writing if these Contract Documents are believed to be at variance with applicable Laws, Ordinances, Rules or Regulations.

12. BIDDERS ABILITY TO PERFORM WORK. The Town of Amherst may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the Work; and the Bidder shall furnish the Town all such information for this purpose that the Town may reasonably request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to satisfactorily complete the Work contemplated. All contractors must be listed on the NHDOT 'Prequalified Contractor's List' with a classification of road construction.
13. PERMITS AND LICENSING. The Contractor shall secure and pay for all permits and licenses for completion of the Work, if any, in accordance with the Contract Documents.
14. DAMAGE TO PROPERTY. The Contractor shall be responsible for all damage to property (such as mailboxes, trees, stone walls, boundary markers, or dwellings) or injury to persons arising out of their actions or failure to act. The Contractor shall indemnify and hold harmless the Town of Amherst and its representatives from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this Contract.
15. LABOR LAWS. The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to RSA 275, as amended, "Hours of Labor"; and RSA 279, as amended, "Minimum Wage Law".
16. INSURANCE REQUIREMENTS. The Bidder shall furnish and maintain at their own expense insurance against damages arising from injury to their employees in accordance with RSA 281, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be provided upon execution of the Agreement
  - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall obtain and maintain during the life of this Contract statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in Work to be performed under this Contract and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all Work of the latter's employees to be engaged in such Work.
  - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall obtain and maintain during the life of this Contract such Bodily Injury Liability, Property Damage Liability and Automobile Bodily Injury Liability Insurance

as shall protect them and any subcontractors performing Work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

- (1) Commercial General Aggregate Liability and Products - Completed Operations Aggregate Insurance, in an amount not less than Two Million Dollars (\$2,000,000). For each Occurrence Injury, including wrongful death to any one person and subject to the same limits for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- (2) Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages on account of one accident or all accidents.
- (3) New Hampshire's statutory employers Workers Compensation covering; Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst and Town's Engineer (if applicable) as co-insured on all policies required, except Worker's Compensation.

D. All policies and certificates of insurance shall carry not less than a ten (10) day notice of cancellation or change in expiration; and notice of such cancellation or change in expiration shall be forwarded to the Director of Public Works by the Contractors insurance carrier(s).

17. CONTRACT EXECUTION. The successful bidder shall execute and deliver the Agreement within ten (10) calendar days of "Notice of Award" to the Town of Amherst.

18. FAILURE OR REFUSAL TO EXECUTE. The successful bidder, upon their failure or refusal to execute and deliver the Agreement and/or required Bonds and insurance certificates, within ten (10) calendar days of receipt of Notice of Award, shall forfeit to the Town of Amherst, as liquidated damages for such failure or refusal, its Bid Security.

19. GUARANTEE OF WORK. The Bidder will guarantee all workmanship and materials, including all workmanship and materials of subcontractors for a period of one (1) year from the date of acceptance of the Work by the Town and agree to leave the Work in perfect order upon completion. With the exception of roadside ditching, the town will hold 10% retainage of each submitted bill. At final completion inspection, this retainage shall be reduced to 2% for the twelve-month warranty period. Neither the final Certificate of Payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for negligence, faulty materials, or improper workmanship to the extent and for that period of time provided under applicable law. Upon receipt of written notice from the Town of Amherst to do so, the Contractor shall remedy any defects and pay all expenses related to any damage suffered by the Work resulting therefrom. It is to be understood

that this guarantee shall not include any cause or causes other than defective Work or materials, which may be beyond the control of the Contractor.

20. COMPONENTS OF THE DOCUMENT. The Bidding Documents shall include but not be limited to, these Contract Documents and Technical Specifications as well as any Addenda which may be issued prior to receipt of Bids.

21. EXECUTION OF WORK. The intent of these Contract Documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work in accordance with the accompanying specifications and drawings and the terms and conditions of payment therefore without benefit of a fuel adjustment. Further, the Bidder hereby agrees that his/her unit price for asphalt is subject to an Asphalt Cement Adjustment, as defined herein.

The Bidder hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to achieve both Substantial and Final Completion within those time frames specified in these Contract Documents. The Bidder further recognizes that failure to comply with those time requirements shall result in the assessment of Liquidated Damages in the amount of \$500.00 for each calendar day of delay. Extensions of contract time awarded by the Town of Amherst as described in section 25, *Instructions to Bidders*, shall not be considered when calculating calendar day(s) of delay.

22. CONTRACT DOCUMENT PACKAGE. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

23. CONTRACT PAYMENTS. (See “*General Conditions*”, *Articles 16 & 17.*)

24. CHANGES TO BID DOCUMENTS. After execution of the Contract, there shall be no changes in the Contract Documents except by written amendment executed in the same manner as the Contract or by Change Order as described below:

24.1.1. CHANGE ORDERS:

A. The Town of Amherst, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be executed under the applicable conditions of the Contract Documents.

B. A Change Order is a written order to the Contractor signed by authorized representatives of the Town and the Contractor, after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or Contract Time.

C. The terms of any Change Order shall be mutually agreed to by the Town and the Contractor.

25. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor satisfactorily complete all Work required under the Agreement within the period of time stated in the Agreement. If the Contractor finds it impossible for reasons beyond



its control to complete the Work within the Contract Time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons why it believes an adjustment in contract time is warranted. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Director of Public Works, finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and Work requiring specialists for whose starting time a reasonable latitude must be allowed, the Director may extend the time for completion in such amount as conditions justify. When extension of the Contract Time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

26. ASSIGNMENT. The Contractor shall not assign, sublet, or transfer its interests in this Agreement without written consent of the Town of Amherst.

27. IRREGULAR PROPOSALS. Proposal will be considered irregular and may be rejected as non-responsive for any of the following reasons:

- 27.1.1. The Bid is presented on a Bid Schedule (or format if computer generated) other than that provided or approved by the Town of Amherst, or if the Bid Schedule is altered, or any part thereof is detached or incomplete;
- 27.1.2. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that tend to make the Bid incomplete;
- 27.1.3. The Bidder adds a provision reserving the right to accept or reject an award;
- 27.1.4. The Bid does not submit a unit price for each pay item listed;
- 27.1.5. Any of the Unit Bid Prices are significantly unbalanced to the potential detriment of the Town of Amherst;
- 27.1.6. Takes exception to any provision of the Bidding Documents;
- 27.1.7. The Bid is not properly executed; and/or
- 27.1.8. The bid is not typed or completed in ink.

28. BASIS OF BID.

28.1. Unit Price.

28.1.1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

28.1.2. The "Total Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantities" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such

total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.

28.1.3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

29. REVIEW OF BIDS AND AWARD OF CONTRACT. In determining the successful bidder, in addition to the total contract price (summation of all base bids), the Town of Amherst shall consider the following:

- 29.1. The ability and skill of the Bidder to perform Work required under the Contract;
- 29.2. Whether the Bidder can perform the Work promptly without delay or interference;
- 29.3. The quality of performance of previous contracts for services.

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## SUMMARY OF WORK

This Work consists of reconstructing two roads, asphalt leveling course & overlay on one road, and overlay of the Transfer Station parking lot.

The work generally involves the reconstruction of approximately 5,150 LF of Chestnut Hill Rd., 6,734 LF of Mack Hill Rd (mix of reconstruction and overlay), Melendy Hollow. (1,125 LF), Deerwood Dr. (3,172 LF); shim and/or overlay of Martingale Rd. (2,930 LF), Sherburne Dr. (375 LF), Transfer Station parking lot (3,144 SY), and DPW parking lot (3,180 SY); and shim of Mont Vernon Rd. (1,000 LF). Individual parts of this Work may be more specifically described as follows:

### Part A - Road Reconstruction

This Work may include (but is not limited to): preparatory survey work; removal of stumps and other obstructions; excavation; furnishing and installing base course materials; furnishing and installing hot bituminous pavement; reclaimed stabilized base - processed in place; furnishing and installing storm drains, culverts, and underdrain piping; furnishing and installing guardrail; furnishing and installing bituminous or granite curbing; maintenance of traffic; erosion control measures; installation of loam and seed; installation of shoulder gravel; installation of pavement markings; and miscellaneous work and clean up. The full extent of the Work is more specifically shown and described in the bid schedule.

*Note: At the contractor's option, reclaimed road material meeting the gradation requirements of 304.32, may be used in place of 304.32 shoulder gravel. If the reclaimed material does meet 304.32 gradation requirements, the town has the option to waive this requirement.*

### Part B - Asphalt Shim & Overlay

The Work covered by this section includes but is not limited to installing a ½" leveling course or ½" HBP Shim, and/or 1.5" wearing course on an existing asphalt base. The existing paved surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by the use of power brooms, power blowers, power vacuums, or other means prior to paving. Asphalt emulsion shall be applied to properly bond the new layer of asphalt to the existing layer.

### Part C – Parking Lot Overlay

The Work covered by this section includes but is not limited to installing a 1.5" wearing course on an existing asphalt base, or fine grading and installing a 2.5" binder course and 1.5" overlay on an existing gravel base. The existing paved surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by the use of power brooms, power blowers, power vacuums, or other means prior to paving. Asphalt emulsion shall be applied to properly bond the new layer of asphalt to the existing layer.

### Part D – Asphalt Shim

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The Work covered by this section includes but is not limited to installing a 1” HBP Shim on an existing asphalt base. The existing paved surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by the use of power brooms, power blowers, power vacuums, or other means prior to paving. Patching of potholes will be completed ahead of work and be completed by Town. Asphalt emulsion shall be applied to properly bond the new layer of asphalt to the existing layer.

## BID SCHEDULE

Proposal of \_\_\_\_\_ (herein after called "BIDDER"), organized and existing under the laws of the state of New Hampshire doing business as

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\* Inset "a corporation," "a partnership," "a joint venture" or "an individual" as applicable

To the Town of Amherst (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Part A Work for Horace Greeley Road and Roberge Drive, Part B Work for Hubbard Rd. and Transfer Station parking lot for "Town of Amherst Bid # 10-23, *Multi-Road Construction – 2023*" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Amherst – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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**bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.**

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The BIDDER acknowledges receipt of the following addenda:

- No. 1, dated 3/27, 2023
- No. 2, dated 4/10, 2023
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_



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**SCHEDULE OF PRICES:** This proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**SCHEDULE OF PRICES:** This proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**Part- 1 A, Chestnut Hill Rd.** – 5,150 linear feet or 12,750 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.22	5 EA	Removing Large Trees _____ _____		
		_____ per Each	\$ _____	\$ _____
201.4	5 EA	Removing Stumps _____ _____		
		_____ per Each	\$ _____	\$ _____
202.41	120 LF	Removal of Existing Pipe 0-24" Diameter _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
202.5	1 EA	Removal of Catch Basins, Drop Inlets, and Manholes _____ _____		
		_____ per Each	\$ _____	\$ _____
203.1	225 CY	Common Excavation _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
206.2	260 CY	Rock Structure Excavation _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
214.	1 U	Fine Grading _____ _____		
		_____ per Unit	\$ _____	\$ _____

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Chestnut Hill Rd., cont.

304.32	0 TON	Crushed Stone (Fine Gradation) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per TON	\$ _____	\$ _____
304.401	550 CY	Crushed Stone (Fine Gradation)		
		_____		
		_____		
		_____ per Cubic Yard	\$ _____	\$ _____
306.108	12,750 SY	Reclaimed Stabilized Base Processed in Place, 8" Deep (F)		
		_____		
		_____		
		_____ per Square Yard	\$ _____	\$ _____
403.11023	2,100 TON	HBP -3/4" Binder Mix, Machine Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.11043	1,300 TON	HBP -1/2" Surface Mix, Machine Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.12	50 TON	HBP - Hand Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.16	10,300 LF	Pavement Joint Adhesive		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
410.22	400 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ Per Gallon	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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Chestnut Hill Rd. cont.

417.	275 SY	Cold Planing Bituminous Surfaces		
		_____		
		_____		
		_____ per Square Yard	\$ _____	\$ _____
417.1181	250 LF	Cold Planing Bituminous Surfaces, 18" Wide by 1" Deep		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
585.3	60 CY	Stone Fill, Class C		
		_____		
		_____		
		_____ per Cubic Yard	\$ _____	\$ _____
603.6	60 LF	Relaying 0-24" Drainage Pipe		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
603.82218	200 LF	18" PE Pipe (Type S)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
604.0007	12 EA	Polyethylene Liner		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
604.246	1 U	Drop Inlets Type D-F		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____
604.76	1 U	Grates & Frames, Type F		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____

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Chestnut Hill Rd., cont.

604.4	4 U	Reconstructing/Adjusting Catch Basin & Drop Inlet		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
605.506	450 LF	6" Perf. Corr. Polyethylene Pipe Underdrain		
		_____		
		_____		
		_____ per Cubic Yard	\$ _____	\$ _____
609.811	1,800 LF	Bituminous Curb, Type B (4" Reveal)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
618.7	480 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____
628.2	300 LF	Sawed Bituminous Pavement		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
632.0104	10,300 LF	Reflective Paint Pave. Double Yellow 4" Center Line		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
632.0104	10,300 LF	Reflective Paint Pave. Single White 4" Fog Line		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____

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Chestnut Hill Rd., cont.

632.0112	25 LF	Retroreflective Paint Pave. Marking, 12" Line				
		_____ per Linear Foot	\$ _____	\$ _____		
645.531	500 LF	Silt Fence				
		_____ per Linear Foot	\$ _____	\$ _____		
646.51	2,300 SY	Turf Establishment with Mulch, Tackifiers, and 4" Loam				
		_____ per Square Yard	\$ _____	\$ _____		
670.066	0 EA	Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>				
		_____ per Each	\$ _____	\$ _____		
692.	1 U	Mobilization				
		_____ per Unit	\$ _____	\$ _____		
699.	10,000 \$	Miscellaneous Temporary Erosion and Sediment Control				
		_____ <u>Ten Thousand Dollars and Zero Cents</u> _____	_____ per Allowance	\$ <u>1.00</u>	\$ <u>10,000</u>	
1010.2	10,000 \$	Asphalt Cement Adjustment				
		_____ <u>Ten Thousand Dollars and Zero Cents</u> _____	_____ per Allowance	\$ <u>1.00</u>	\$ <u>10,000</u>	

TOTAL BASE BID PART-1-A:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

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**Part – 2-A, Mack Hill Rd. – 6,734 linear feet or 15,713 Sq. Yds.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	11 HR	Tree Trimming _____ _____		
		_____ per Hour	\$ _____	\$ _____
201.4	5 EA	Removing Stumps _____ _____		
		_____ per Each	\$ _____	\$ _____
202.41	0 LF	Removal of Existing Pipe 0-24" Diameter <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i> _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
203.1	50 CY	Common Excavation _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.2	0 CY	Rock Excavation (Trench) (Hammer) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i> _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.601	25 CY	Embankment in Place _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.9	3,500 LF	Roadway Ditching _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
304.301	50 CY	Crushed Gravel _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____

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Mack Hill Rd., cont.

304.32	320 TON	Crushed Gravel for Shoulder Leveling		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
304.401	25 CY	Crushed Stone (Fine Gradation)		
		_____		
		_____		
		_____ per Cubic Yard	\$ _____	\$ _____
306.110	4,179 SY	Reclaimed Stabilized Base Processed in Place, 10" Deep (F)		
		_____		
		_____		
		_____ per Square Yard	\$ _____	\$ _____
403.11023	600 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.11043	1,819 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.12	50 TON	HBP-Hand Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.16	1791 LF	Pavement Joint Adhesive		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
410.22	943 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ _____	\$ _____

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Mack Hill Rd., cont.

417.1181	350 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____
570.412	0 EA	MRM Headwall 12" pipe <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
570.415	0 EA	MRM Headwall 15" pipe <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
585.3	20 CY	Stone Fill, Class C		
		_____		
		_____		
		_____ per Cubic Yard	\$ _____	\$ _____
603.82212	0 LF	12" PE PIPE (Type S) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
603.82215	0 LF	15" PE PIPE (Type S) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
605.506	0 LF	6" Perf. Corr. Polyethylene Pipe Underdrain <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____



Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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 Bid Schedule

Mack Hill Rd., cont.

618.7	160 HR	Flaggers	_____	_____	_____
			_____		
			_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic	_____	_____	_____
			_____		
			_____ per Unit	\$ _____	\$ _____
628.2	50 LF	Sawed Bituminous Pavement	_____	_____	_____
			_____		
			_____ per Linear Foot	\$ _____	\$ _____
646.51	0 SY	Turf Establishment with Mulch Tackifiers and 4" Loam <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>	_____	_____	_____
			_____		
			_____ per Square Yard	\$ _____	\$ _____
670.066	0 EA	Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>	_____	_____	_____
			_____		
			_____ per Each	\$ _____	\$ _____
670.0661	0 EA	Multiple Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>	_____	_____	_____
			_____		
			_____ per Each	\$ _____	\$ _____
699	\$2,500	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	_____	_____	_____
			_____		
			_____ per Allowance	\$ <u>1.00</u>	\$ <u>2,500</u>
1010.2	\$7,500	Asphalt Cement Adjustment <u>Seven Thousand Five Hundred Dollars and Zero Cents</u>	_____	_____	_____
			_____		
			_____ per Allowance	\$ <u>1.00</u>	\$ <u>7,500</u>

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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Bid Schedule

Mack Hill Rd., cont.

TOTAL BASE BID PART-2-A:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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 Bid Schedule

**Part- 3-A, Melendy Hollow. – 1,125 linear feet or 2,875 Sq. Yds.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	5 HR	Tree Trimming _____ _____		
		_____ per Hour	\$ _____	\$ _____
201.4	5 EA	Removing Stumps _____ _____		
		_____ per Each	\$ _____	\$ _____
203.9	500 LF	Roadway Ditching _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
304.32	100 TON	Crushed Gravel for Shoulder Leveling _____ _____		
		_____ per Ton	\$ _____	\$ _____
306.108	2,875 SY	Reclaimed Stabilized Base Processed in Place, 8" Deep (F) _____ _____		
		_____ per Square Yard	\$ _____	\$ _____
403.11023	410 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11043	250 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.12	10 TON	HBP-Hand Method _____ _____		
		_____ per Ton	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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 Bid Schedule

Melendy Hollow, cont.

403.16	1,125 LF	Pavement Joint Adhesive		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
410.22	173 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ _____	\$ _____
417.1181	225 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____
618.7	80 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____
628.2	50 LF	Sawed Bituminous Pavement		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
670.066	0 EA	Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
1010.2	\$2500	Asphalt Cement Adjustment Two Thousand Dollars and Zero Cents		
		_____		
		_____		
		_____ per Allowance	\$ 1.00 _____	\$ 2000 _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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 Bid Schedule

Melendy Hollow, cont.

TOTAL BASE BID PART-3-A:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

**Part- 4-A, Deerwood Dr.** – 3,172 linear feet or 7,754 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.4	5 EA	Removing Stumps _____ _____ per Each	\$ _____	\$ _____
201.52	6 HR	Tree Trimming _____ _____ per Hour	\$ _____	\$ _____
202.41	160 LF	Removal of Existing Pipe 0-24" Diameter _____ _____ per Linear Foot	\$ _____	\$ _____
203.1	50 CY	Common Excavation _____ _____ per Cubic Yard	\$ _____	\$ _____
203.2	0 CY	Rock Excavation (Trench) (Hammer) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i> _____ _____ per Cubic Yard	\$ _____	\$ _____
203.601	25 CY	Embankment in Place _____ _____ per Cubic Yard	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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Deerwood Dr., cont.

203.9	3,500 LF	Roadway Ditching				
		_____ per Linear Foot	\$ _____	\$ _____		
304.301	50 CY	Crushed Gravel				
		_____ per Cubic Yard	\$ _____	\$ _____		
304.32	150 TON	Crushed Gravel for Shoulder Leveling				
		_____ per Ton	\$ _____	\$ _____		
306.110	5,197 SY	Reclaimed Stabilized Base Processed in Place, 10" Deep (F)				
		_____ per Square Yard	\$ _____	\$ _____		
403.11023	735 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)				
		_____ per Ton	\$ _____	\$ _____		
403.11043	660 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)				
		_____ per Ton	\$ _____	\$ _____		
403.12	65 TON	HBP-Hand Method				
		_____ per Ton	\$ _____	\$ _____		
403.16	2126 LF	Pavement Joint Adhesive				
		_____ per Linear Foot	\$ _____	\$ _____		

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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Deerwood Dr., cont.

410.22	465 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ _____	\$ _____
417.1181	439 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____
603.82212	120 LF	12" PE PIPE (Type S)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
603.82215	0 LF	15" PE PIPE (Type S) <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
603.82218	40 LF	18" PE PIPE (Type S)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
604.0007	1 EA	Polyethylene Liner		
		_____		
		_____		
		_____ per Each	\$ _____	\$ _____
604.154	1 U	Catch Basin Type E, 4-Foot Diameter		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____
609.811	1,400 LF	Bituminous Curb, Type B (4" Reveal)		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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 Bid Schedule  
 Deerwood Dr., cont.

618.7	240 HR	Flaggers	_____		
			_____		
			_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic	_____		
			_____		
			_____ per Unit	\$ _____	\$ _____
628.2	50 LF	Sawed Bituminous Pavement	_____		
			_____		
			_____ per Linear Foot	\$ _____	\$ _____
646.51	240 SY	Turf Establishment with Mulch Tackifiers and 4" Loam	_____		
			_____		
			_____ per Square Yard	\$ _____	\$ _____
670.066	0 EA	Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>	_____		
			_____		
			_____ per Each	\$ _____	\$ _____
670.0661	0 EA	Multiple Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>	_____		
			_____		
			_____ per Each	\$ _____	\$ _____
1010.2	\$4,500	Asphalt Cement Adjustment Four Thousand Five Hundred Dollars and Zero Cents	_____		
			_____		
			_____ per Allowance	\$ 1.00 _____	\$ 4,500 _____
699	\$1,000	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL One Thousand Dollars and Zero Cents	_____		
			_____		
			_____ per Allowance	\$ 1.00 _____	\$ 1000 _____



Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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 Bid Schedule  
 Deerwood Dr., cont.

TOTAL BASE BID PART 2-B:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

**Part- 1-B, Martingale Rd.** – 2,930 linear feet or 6,837 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	5 HR	Tree Trimming _____ _____		
		_____ per Hour	\$ _____	\$ _____
201.4	0 EA	Removing Stumps <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i> _____ _____		
		_____ per Each	\$ _____	\$ _____
202.41	90 LF	Removal of Existing Pipe 0-24" Diameter _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
203.9	1,500 LF	Roadway Ditching _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
304.32	50 TON	Crushed Gravel for Shoulder Leveling _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11043	385 TON	Hot Bituminous Pavement, Machine Method (1" @ 1/2" wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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 Bid Schedule

Martingale Rd., cont.

403.12	22 TON	HBP-Hand Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.18	288 TON	HBP-LEVELING COURSE		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
410.22	820 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ _____	\$ _____
417.1181	325 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____
603.82215	40 LF	15" PE PIPE (Type S)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
603.82218	50 LF	18" PE PIPE (Type S)		
		_____		
		_____		
		_____ per Linear Foot	\$ _____	\$ _____
618.7	80 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		
		_____		
		_____		
		_____ per Unit	\$ _____	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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 Bid Schedule

Martingale Rd., cont.

628.2	50 LF	Sawed Bituminous Pavement			
			_____ per Linear Foot	\$ _____	\$ _____
670.066	0 EA	Mailbox Support Assemblies <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>			
			_____ per Each	\$ _____	\$ _____
1010.2	\$1500	Asphalt Cement Adjustment ___ One Thousand Five Hundred Dollars and Zero Cents _____			
			_____ per Allowance	\$ _1.00_____	\$ _1500_____

TOTAL BASE BID PART-I-B:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
 Amherst, New Hampshire 03031  
 Bid Schedule

**Part- 2-B, Sherburne Dr. – 375 linear feet or 875 Sq. Yds.**

304.32	26 TON	Crushed Gravel for Shoulder Leveling		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.11043	85 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
403.12	2 TON	HBP-Hand Method		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
410.22	60 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ _____	\$ _____
417.1181	25 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ _____	\$ _____
618.7	16 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ _____	\$ _____
1010.2	\$250	Asphalt Cement Adjustment		
		Two Hundred Fifty and Zero Cents _____		
		_____		
		_____ per Allowance	\$ 1.00 _____	\$ 250 _____

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 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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**Part 1-C Transfer Station parking lot – 3,144 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
403.11043	265 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
410.22	189 GAL	Asphalt Emulsion for Tack Coat _____ _____		
		_____ per Gal	\$ _____	\$ _____
632.0104	1,000 LF	Reflective Paint Pave. Single White 4" Fog line _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
632.0112	30 LF	Retro-reflective Paint Pave. Marking, 12" Line _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
1010.2	\$500	Asphalt Cement Adjustment Seven Hundred Fifty Dollars and Zero Cents _____		
		_____ per Allowance	\$ 1.00	\$ 750

TOTAL BASE BID PART 2-B:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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**Part 2-C DPW parking lot – 3,180 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
214.	1 U	Fine Grading _____ _____		
		_____ per Unit	\$ _____	\$ _____
403.11023	447 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11043	268 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
410.22	191 GAL	Asphalt Emulsion for Tack Coat _____ _____		
		_____ per Gal	\$ _____	\$ _____
1010.2	\$2000	Asphalt Cement Adjustment Two Thousand Dollars and Zero Cents _____		
		_____ per Allowance	\$ 1.00 _____	\$ 2000 _____
TOTAL BASE BID PART 2-C:				
	(in numerals) \$	_____		
	(in words)	_____		

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
 Amherst, New Hampshire 03031  
 Bid Schedule

**Part 1-D Mont Vernon Rd. – 1,000 LF or 2,555 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
403.11043	150 TON	Hot Bituminous Pavement, Machine Method (1" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ _____	\$ _____
410.22	153 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gal	\$ _____	\$ _____
1010.2	\$2000	Asphalt Cement Adjustment		
		Five Hundred Dollars and Zero Cents _____		
		_____		
		_____ per Allowance	\$ 1.00 _____	\$ 500 _____

TOTAL BASE BID PART 1-D:

(in numerals) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

SUMMARY OF BID:

PART -1-A	\$ _____
PART -2-A	\$ _____
PART -3-A	\$ _____
PART -4-A	\$ _____
PART -1-B	\$ _____
PART -2-B	\$ _____
PART -1-C	\$ _____
PART -2-C	\$ _____
PART -1-D	\$ _____

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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Bid Schedule

TOTAL BASE BID PRICE- "A", "B", "C", & "D" Portions \$ \_\_\_\_\_

\_\_\_\_\_  
TOTAL BASE BID PRICE – ALL "A", "B", & "C" PARTS WRITTEN

The award of this project will be selected on the basis of most reasonable and responsible BIDDER, based on the LOWEST REASONABLE TOTAL BASE BID PRICE for all Parts.

#### BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_

#### EXECUTION

Seal (if corporation)

\_\_\_\_\_  
(Signature of BIDDER)

\_\_\_\_\_  
(Title of BIDDER)

\_\_\_\_\_  
(Business address of BIDDER)

\_\_\_\_\_  
(Town, State and Zip Code)

Dated the \_\_\_\_ day of \_\_\_\_\_, 2023



## Bid Security

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

Pike Industries, Inc., as Principal, and

Liberty Mutual Insurance Company, as Surety are hereby

held and firmly bound unto the Town of Amherst, New Hampshire, as OWNER in the penal

sum of Ten Percent (10%) of Total Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns.

Signed, this 21st day of April, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the

Town of Amherst New Hampshire a certain BID, attached hereto and hereby made as part hereof

to enter into an Agreement in writing, for Work related to Contract #10-23, "**Town of Amherst Bid # 10-23, Multi-Road Construction – 2023**"

Now Therefore:

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the principal shall execute and deliver an agreement in the form of Agreement attached hereto and shall furnish Performance and Payment Bonds for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform under the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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Bid Security

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which

the Town of Amherst may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

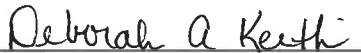
Pike Industries, Inc.

Principal

By:   
Ken Wood, Area Manager

Liberty Mutual Insurance Company

Surety

By:   
Deborah A. Keith, Attorney-In-Fact

**IMPORTANT** – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205293-969371

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah A. Keith; Jennifer Desjardins; Kim Smalley; Stephen Moynahan

all of the city of Belmont state of NH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Pike Industries, Inc. and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Notice of Award

Dated \_\_\_\_\_, 2023

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS \_\_\_\_\_

PROJECT: **“Town of Amherst Bid # 10-23, Multi-Road Construction – 2023”**

:

CONTRACT: \_\_\_\_\_ # 10-23

You are hereby notified that your Bid dated \_\_\_\_\_ for the above Project has been accepted by the Town of Amherst. You are the successful Bidder and have been awarded a contract for:

**“Town of Amherst Bid # 10-23, Multi-Road Construction – 2023”.**

**#10-23**

The Contract Price shall be \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

subject to unit prices.

One copy of each of the proposed Contract Documents accompanies this Notice of Award. The same number of sets of Contract Documents will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of issuance of this Notice of Award.

1. You must deliver to the Town of Amherst three (3) fully executed counterparts of the Agreement including all Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Contract Documents.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Notice of Award

3. Delivery of Certificates of Insurance required under the Contract Documents.

4. (List other conditions precedent, if any)

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Failure to comply with these conditions within the time specified will entitle the Town of Amherst to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable Performance and Payment Bonds and Agreement signed by the party to whom the Agreement was awarded, the Town of Amherst will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Amherst

(OWNER)

By \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_, 2023

By \_\_\_\_\_

Title \_\_\_\_\_

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023

between the Town of Amherst hereinafter called "OWNER" and

\_\_\_\_\_, doing business as an Individual,

Partnership or Corporation hereinafter called "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Work for:

**"Town of Amherst Bid # 10-23, Multi-Road Construction – 2023".**

---

2. The Contractor shall supply labor, materials, tools, and equipment along with other necessary services for the construction and completion of the project described herein.

3. While it is the town's intention to see all roads completed by mid-November 2023, Substantial Completion of all remaining Work shall be achieved not later than June 3, 2023.

4. Final Completion of all Contract Work shall be achieved not later than June 30, 2023.

5. Failure on the part of the Contractor to comply with any of the foregoing critical dates shall result in the assessment of Liquidated Damages in the amount of \$500.00 for each calendar day or delay.

6. The Contractor agrees to perform all Work described in the Contract Documents and comply with the terms herein. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Total of All Unit Prices: \$ \_\_\_\_\_ as described more specifically on the Bid Schedule.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 5 & 6 of the General Conditions, estimated quantities are not guaranteed, and payment will be made for actual quantities of accepted Work measured in place.

7. The term "Contract Documents" means and includes the following:

- Advertisement for Bids
- Instructions to Bidders
- Summary of Work
- Bid Schedule
- Bid Security
- Notice of Award
- Agreement
- Payment Bond
- Performance Bond
- Notice to Proceed
- Contractor's Affidavit
- Consent of Surety
- Contractor's Release
- Certificate of Substantial Completion
- Change Order
- Definitions
- General Conditions
- Supplementary General Conditions (if any)
- Maps of Roadways
- Technical Specifications
- Standard Specifications
- Special Provisions
- Special Attentions
- Technical Drawings
- Addendum:

No. \_\_\_\_\_ dated \_\_\_\_\_ 2023

No. \_\_\_\_\_ dated \_\_\_\_\_ 2023

No. \_\_\_\_\_ dated \_\_\_\_\_ 2023

No. \_\_\_\_\_ dated \_\_\_\_\_ 2023

8. The Owner will pay the Contractor in the manner and at such times as set forth in the Contract Documents such amounts as may be required by the Contract Documents.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Agreement

In Witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

OWNER: Town of Amherst

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type)

(SEAL)

ATTEST: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Agreement

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Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Payment Bond

## Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

**Town of Amherst  
2 Main Street  
Amherst, NH 03031**

Hereinafter called the Owner and unto all persons, firms, and corporations, who or which may furnish labor or materials to perform Work as described under the contract and to their successors, heirs and assigns, in the total aggregate penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, a copy of which is hereto attached and made a part hereof for:

**“Town of Amherst Bid # 10-23, Multi-Road Construction – 2023”**

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and

for all labor cost incurred in such Work including subcontractors, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED FURTHER**, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Payment Bond

**IN WITNESS WHEREOF**, this instrument is executed in three counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST:**

**BY:** \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Payment Bond

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

**Town of Amherst  
2 Main Street  
Amherst, NH 03031**

Hereinafter called **OWNER**, in the total aggregate penal sum of \_\_\_\_\_  
Dollars, \$ (\_\_\_\_\_)

In lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, a copy of which is hereto attached and made a part hereof for:

**“Town of Amherst Bid # 10-23, Multi-Road Construction – 2023”**

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER** with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Performance Bond

**PROVIDED**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to **WORK** to be performed thereunder of the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

**PROVIDED, FURTHER**, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND DOCUMENT**, or the **CONTRACT** shall include any alteration, addition, extension or modification of any character whatsoever.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Performance Bond

**PROVIDED, FURTHER,** this instrument is executed in three counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST:**

**BY:** \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**NOTE:** Date of BOND must not be prior to date of Contract  
If CONTRACTOR is Partnership, all partners should execute BOND

**IMPORTANT:** surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.



Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Performance Bond

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Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Notice to Proceed

**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 2023

TO: \_\_\_\_\_  
(Insert Name of Contractor as it appears in the Bid Document)

ADDRESS: \_\_\_\_\_

PROJECT: "Town of Amherst Bid # 10-23, *Multi-Road Construction – 2023*"

CONTRACT: \_\_\_\_\_ #10-23 \_\_\_\_\_

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 2023. By that date, you are to start performing your obligations under the Contract Documents and conclude such obligations on or before each date specified under Paragraph 4 and 5 of the Agreement.

Before you may start any Work at the site, under Paragraph 16 "INSTRUCTIONS TO BIDDERS" Certificates of insurance shall have been delivered to the Town and maintained through the duration of the Work in accordance with the Contract Documents.

\_\_\_\_\_  
TOWN OF AMHERST  
(owner)

By \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

This \_\_\_\_\_, 2023 Employee Identification  
Number: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Notice to Proceed

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Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Contractor's Affidavit

**CONTRACTOR'S AFFIDAVIT**

STATE OF: New Hampshire

COUNTY OF: Hillsborough

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of the Peace, Alderman)

In and for said County and State personally appeared, \_\_\_\_\_  
(Individual, Partner, or duly authorized  
\_\_\_\_\_, who being duly sworn according to law  
Representatives of corporate contractor)

deposes and says that the cost of all the work, and outstanding claims and indebtedness of  
whatever nature arising out of the performance of the contract between **THE TOWN OF**  
**AMHERST** and \_\_\_\_\_ of \_\_\_\_\_  
(Contractor)

Dated \_\_\_\_\_, 20\_\_ for "**Town of Amherst Bid # 10-23, Multi-Road**  
**Construction – 2023**" and necessary appurtenant installations have been paid in full.

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of corporate contractor)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Consent of Surety

**CONSENT OF SURETY COMPANY  
TO  
FINAL PAYMENT**

OWNER'S CONTRACT NO.: \_\_\_\_\_  
AGREEMENT DATE: \_\_\_\_\_  
BOND NUMBER: \_\_\_\_\_

CONTRACT TITLE: Town of Amherst Bid # 10-23, Multi-Road Construction – 2023

To: Town of Amherst, NH (Owner)  
2 Main Street  
Amherst, NH 03031

From: \_\_\_\_\_ (Contractor)  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the \_\_\_\_\_ (Surety) on the bond of \_\_\_\_\_ (Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the \_\_\_\_\_ (Owner) as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title

Attest: (Seal)

Note: Power of Attorney should be attached in instances where same applies.

**CONTRACTOR'S RELEASE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

of \_\_\_\_\_, County of \_\_\_\_\_

and State of \_\_\_\_\_ does hereby acknowledge that

\_\_\_\_\_  
(Contractor)

has on this day had, and receipt of and from **THE TOWN OF AMHERST** the sum of one dollar and other valuable considerations in full and complete satisfaction and payment of all sums of money owned, payable and belonging to \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

by any means whatsoever, for on account of a Contract Agreement between the **TOWN OF AMHERST** and \_\_\_\_\_ Dated \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Contractor)

for "**Town of Amherst Bid # 10-23, Multi-Road Construction – 2023**".

**NOW, THEREFORE**, the said \_\_\_\_\_ (for myself,  
\_\_\_\_\_  
(Contractor)

my heirs, executors, and administrators) (for itself, its successors, and assigns) do/does by the presents remise, release, quitclaim and forever discharge the **TOWN OF AMHERST**, of and

from all claims and demands, arising from or in connection with the said contract

dated \_\_\_\_\_ 2023, and of and from all, and all manner of action and actions,

caused and cause of action and actions, suits, debts, dues, duties, sum and sums of money

accounts, reckoning, bonds, bills, specialties, covenants, contracts, agreements, promises,

variances, damages, judgments, extents, executions, claims and demands, whatsoever in law or

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Contractor's Release

equity, or otherwise, against the **TOWN OF AMHERST** its successors and assigns, which (I, my, heirs, executors, or administrators) (it, its successors, and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors, and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, \_\_\_\_\_  
(Contractor)

Has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed, Sealed, and delivered in the presence of:

\_\_\_\_\_  
(Individual - Contractor) (seal)

\_\_\_\_\_  
(Partnership – Contractor) (seal)

\_\_\_\_\_  
(Seal) By \_\_\_\_\_  
(Partner)

Attested:

\_\_\_\_\_  
(Corporation)  
\_\_\_\_\_  
(Secretary) By \_\_\_\_\_  
(President or Vice President)

(Corp. Seal)

\_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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OWNERS PROJECT NO: 10-23

Project: **“Town of Amherst Bid # 10-23, Multi-Road Construction – 2023”**

CONTRACTOR: \_\_\_\_\_

Contract For \_\_\_\_\_ Contract Date \_\_\_\_\_

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: TOWN OF AMHERST and to: \_\_\_\_\_  
(Contractor)

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The Work to which this Certificate applies has been inspected by authorized representatives of the Town of Amherst Department of Public Works and the Contractor, after which the Work is hereby declared to be substantially complete in accordance with the Contract Documents on \_\_\_\_\_, 20\_\_\_\_.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ calendar days of the above date of Substantial Completion.



The responsibilities between the Town of Amherst and CONTRACTOR for security, operation, safety, maintenance, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

Town of Amherst \_\_\_\_\_  
\_\_\_\_\_

Contractor \_\_\_\_\_  
\_\_\_\_\_

---

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents

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Executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_,  
20\_\_\_\_

\_\_\_\_\_  
(Contractor)

By, \_\_\_\_\_

AMHERST DPW accepts this Certificate of Substantial Completion on \_\_\_\_\_,  
20\_\_\_\_

By, \_\_\_\_\_  
(Town of Amherst)

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Certificate of Substantial Completion

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## Town of Amherst

**CHANGE ORDER No.   1**

**Project: "Town of Amherst Bid # 10-23, Multi-Road Construction – 2023".**

Date of Issuance: \_\_\_\_\_

Owner's Project Number \_\_\_\_\_

Contractor: \_\_\_\_\_

You are directed to make the following changes in the Contract Document:

Description: \_\_\_\_\_

Specification and/or drawing affected: \_\_\_\_\_

Justification: \_\_\_\_\_

Attachments (documents supporting change): \_\_\_\_\_

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____ (days or date)	Original Contract Time _____ (days or date)
Previous Change Orders \$ _____	Net Change from previous Change Orders _____ (days)
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ (days)
Contract Price with all approved Change Orders \$ _____	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the Agreement and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustments(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:

APPROVED:

APPROVED:

APPROVED:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Change Order

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## Definitions

### 1. Definitions.

- **Addendum** – means, any written or graphic clarification of the Contract Documents, which may modify the Contract Documents either by adding, removing or amending information held within.
- **Agreement** – means the instrument which is evidence of the contract between the Town of Amherst and Contractor performing the Work.
- **Application for Payment** – a form approved by the Director of Public Works and used by the Contractor during the course of work, requesting progress or final payment and accompanied by any supporting documentation which may be required under the Contract Documents.
- **Bid** – means, the offer or proposal from the Bidder submitted on forms provided in the Contract Documents declaring the prices for Work to be performed.
- **Bidder** – means, any person, partnership, company, corporation, or any combination thereof submitting a Bid to contract with the Town of Amherst for the prescribed work.
- **Bidding Documents** – The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- **Bonds** – if required by this document, means bid, performance, and/or payment bond and/or other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- **Change Order** – means, a written agreement between the Contractor and the Town of Amherst for any addition, deletion or revision to the terms and conditions of the original Agreement.
- **Contract** - The entire and integrated written contract between Owner and Contractor concerning the Work.
- **Contract Price** – means, the Unit Price of a specifically described item of Work identified on the Bid Schedule.
- **Contract Time** – the time allowed for completion of the contract including authorized time extensions, if any.
- **Contractor** – means, the person, partnership, company, corporation, or any combination thereof or joint venture contracting with the Town of Amherst for performance of prescribed Work.

- **Delay** – means, an event, action, force, or factor that impacts the timing for performance under the contract, which may be more specifically categorized as follows:
  - Reimbursement Delay – means, an excusable delay for which the contractor may be entitled to additional monetary compensation.
  - Excusable Delay – means, when beyond the contractors control, a delay that is not caused by the contractors fault or negligence for which a contract extension may be granted.
  - Non-Reimbursement Delay – means, an excusable delay to which the contractor may be entitled to an extension of time without the benefit of additional compensation.
  - Non-excusable delay – means, a delay that was foreseeable, and within the control of the contractor for which there is no monetary compensation or extension of contract time.
  
- **Department** – means, the Town of Amherst Department of Public Works.
  
- **Differing Site Conditions** – means, identified site conditions, encountered during progression of the Work, which differ from what those conditions contemplated in the original Contract Documents.
  
- **Drawings** – means, that portion of the Contract Documents which illustrate design dimensions and details of the work to be performed by the Contractor.
  
- **Flaggers** – Traffic control personnel who shall be ATSSA or equivalent certified. Certification must be current, and contain the Course Name, Date, and Certified Trainer.
  
- **Engineer** – means, company or individual employed or engaged by the Town of Amherst to advise and/or perform engineering services on behalf of the Town.
  
- **Equipment** – means, all machinery and equipment together with the necessary supplies for upkeep and maintenance necessary for proper construction and acceptable completion of contract.
  
- **Erosion Control** – means, various acceptable methods which keep unprotected soils from being moved by stormwater or wind.
  
- **Extra Work** – means, work not identified in the Agreement, which may be requested by the owner and so authorized by Change Order.
  
- **Inspector** – means, the Director of Public Works or his designee, including any Engineer employed by the Town of Amherst to design or make inspections of the work.
  
- **Liens** – Means charges, security interests, or encumbrances upon project funds, real property, or personal property.

- **Limits of Construction** – means, the lines of identified or established right-of-way boundaries and the horizontal limits of the same within which construction is authorized.
- **Materials** – means, any substance specified for use in the construction of the project and its accessories.
- **Notice of Award** – means, formal notification after the Bid is recommended to and is accepted by the Town of Amherst Board of Selectmen.
- **Notice to Proceed** – means, the written document issued by or on behalf of the Amherst Board of Selectmen to the successful Bidder upon execution of Agreement.
- **Owner** – means, The Town of Amherst New Hampshire.
- **Preconstruction Meeting** – means, a mandatory meeting held at a location specified by the Owner and attended by the Contractor, Sub-Contractors, Town Officials and others prior to commencement of Work.
- **Progress Schedule** – means, a timeline, prepared and maintained by the Contractor, describing the sequence and duration of individual tasks or activities comprising the Contractor's plan to accomplish the Work within the Contract time.
- **Project** – means, the full scope of work to be performed under the Contract Documents.
- **Resident Project Representative** – means, the Director of Public Works or any designee assigned to monitor the progression of project Work.
- **Samples** – means, actual examples of materials, equipment or workmanship that are representative of some portions of the Work and which establish the standards by which such portion of the Work will be judged.
- **Schedule of Submittals** – A timeline, prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.
- **Shop Drawing** – means, drawing, diagram, illustrations, or schedule prepared by or on behalf of the Contractor and submitted to the Director of Public Works depicting a particular portion of the Work.
- **Special Provisions** – means, additions and revisions to the Standard and Supplemental Specifications applicable to an individual project.
- **Specifications** – means, a part of the contract documents consisting of written description of a technical nature of materials, equipment, construction systems, standard specifications and workmanship for the performance of prescribed work.

- **Standard Specifications** – means, a publication entitled Standard Specifications for Road and Bridge Construction, as published and amended by the State of New Hampshire Department of Transportation.
- **Subcontractor** – means, an individual, partnership, firm, or combination thereof or joint venture, to which the Contractor sublets any part of the Contract.
- **Substantial Completion** – means, a time when a project has reached the point where in the opinion of the Director of Public Works (or his designee) the Work described within the Contract Document has been sufficiently completed so that the Work can be utilized for the purpose for which it was intended. This may apply to the project as a whole or segments as described.
- **Successful Bidder**—The Bidder to which the Owner makes an award of contract.
- **Superintendent** – means, the Contractor or his authorized representative in responsible charge of the Work.
- **Surety** – guarantee in finance, by one party to assume responsibility for the debt obligation of a borrower if they default.
- **Traffic Control Devices** – means, only signage meeting definitions contained in the Manual on Uniform Traffic Control Devices and approved by the Owner, shall be used to regulate, warn, or guide traffic.
- **Traffic Control Plan** – means, a document submitted by the Contractor to the Owner in advance of actual traffic obstruction caused by the Work for controlling and protecting traffic during the course of construction.
- **Work** – means, all labor, materials and equipment necessary to arrive at the outcome required under the Contract Documents.
- **Workday** – means, any calendar day, except Sundays and Federal Holidays.
- **Working Drawings** – means, temporary cofferdam plans, water diversion structure plans, plans of precast elements to be designed by the contractor, shop fabrications, detour plans, erosion control plans or any other supplementary plans or similar data required of the Contractor to control the Work and its prosecution.
- **Work Hours** – means, actual construction, or work, producing a decibel level above 85db, which for the purposes of this project are limited to the hours of 7:00 AM to 6:00 PM on Workdays, unless otherwise extended by the Owner.
- **Written Notice** – means, any notice to any party of the Agreement relative to any party of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.



## General Conditions

1. Information found within these Contract Documents shall be the basis for formulating a binding contractual agreement between the Town of Amherst and the Successful Bidder.
2. Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If an apparent error or omission is discovered, the Director of Public Works or his designee shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract Documents can be made.
3. Coordination of Contract Documents - Any provisions in any of the Contract Documents, which may be in conflict, shall be subject to the following order of precedence for interpretations:
  - Supplementary General Conditions (if any) will govern General Conditions; and
  - All other conflicts between Contract provisions shall be resolved by the Amherst Director of Public Works, whose determination shall be final.
4. Dig Safe - It shall be the responsibility of the Contractor to notify Dig Safe prior to performing Work under this Contract.

Any underground facilities which may be shown or indicated on the Technical Drawings are generated from information furnished to the Town of Amherst by the facility owner or by others. The Town of Amherst shall not be held responsible for information supplied by others and the Contractor has full responsibility for checking the information for accuracy, coordinating the construction work with facility owners, and accountability for the repair to any damaged facility or equipment.

If the Contract Documents and/or Dig Safe fails to identify and mark any underground facility and the contractor becomes aware of its existence through digging or by other means (except in the case of an emergency as defined in General Conditions Section 19), the Contractor shall stop excavating the area and immediately notify the STRUCTURE OWNER and the Director of Public Works.

5. Description of Contemplated Work – The Contract Documents define the location and extent of Work contemplated and provides corresponding quantity estimates for each item of Work to be performed and materials to be furnished.
6. Quantities appearing on Bid Schedule are estimates only. Payment will be made for actual quantities of accepted Work measured in place.
7. Preparation of Proposal – Bidders are expected to submit unit prices in dollar and cents.

8. Choices - If and when an item of Work identified on the Bid Schedule specifies a choice is to be made by the Bidder, the Bidder shall indicate his/her choice in accordance with the specifications for that item.
9. Preconstruction Conference - Prior to commencement of construction, the Director of Public Works shall arrange for and schedule a preconstruction conference to be attended by the following parties: the Director of Public Works, Engineers representing the Town (if applicable), the Contractor and major Sub-contractors. The preconstruction conference agenda, prepared by the Director of Public Works, will include but not be limited to the following topics: identification of the Superintendent and Inspector, project schedule, communication, provisions for traffic control and work zone safety, submittal and shop drawing procedures, erosion control, payment schedules and record keeping.
10. Stormwater/Erosion Control- The Contractor shall follow all best management practices (BMPs) as outlined in the NHDES Stormwater Manual, Volume 3. BMPs shall include but not be limited to installation of check dams, silt fencing, silt sock, dewatering bags, etc., when required. Additionally, the Contractor shall seed and mulch disturbed areas as soon as possible after stabilization using a quick growing species suitable to the area, such as annual or perennial ryegrass. If temporary seeding cannot be accomplished to have established visible growth by October 15<sup>th</sup>, disturbed areas shall be covered with not less than two inches of hay mulch for the winter.
11. Communications - Unless otherwise stated, the Director of Public Works shall issue and receive all communications to and from the Contractor on behalf of the Owner.
12. Site Inspections - The Director of Public Works and/or his designee, will make daily visits to the Work area during various stages of construction utilizing his/her experience to observe progress and insure conformance with applicable provisions of the Contract Documents and Technical Specifications.
  - The Town will promptly notify the Contractor if defective Work is found, which may be rejected, requiring correction at the Contractors expense.
  - The Contractor is responsible for notifying the Director of Public Works or his designee prior to the start of each construction phase or portion thereof. If any Work that is required to be inspected, tested, or approved by the Owner is covered without approval to do so by the Director or his designee, the Contractor shall uncover the Work at his/her expense if so ordered.
13. Testing –
  - Asphalt Testing – Testing of asphalt materials will not be required.
  - Gravels Gradation/Density Testing – Gradation and density testing of gravels will be required. The Town will accept the contractor’s own sieve analyses and proctor (density)

tests for their materials so long as the tests are certified by a qualified person (QC/QA rep. etc.). Contractors without their own sieve analyses and proctor (density) tests would be required to hire an independent testing firm to take a sample and perform these tests.

Gravels Compaction Testing – The field compaction testing shall be performed by an independent third-party testing firm to be selected by the Contractor.

*\*All testing will be subsidiary to the items tested.*

14. Asphalt – Unless specifically approved otherwise (by the Director or his designee), the asphalt wearing surface shall be placed within thirty days of the asphalt base coat.
15. Substantial Completion - Upon the Public Works Director's receipt of notification from the Contractor that all or a specified portion of the Work is substantially complete, a walk-through inspection of the Work will be promptly scheduled by the Owner. Walk-through participants will include the Contractor, the Director of Public Works and the Inspector. If after inspection, the Director of Public Works does not find the Work Substantially Complete, the Contractor shall be notified in writing of the deficiencies. If after inspection, the Director of Public Works finds the Work Substantially Complete, a Certificate of Substantial Completion will be issued which may identify a tentative list of items requiring completion or correction prior to Final Completion.
16. Contract Payments - The Contractor shall submit an Application for Payment to the Town of Amherst on or about the fifteenth of each month. Each such Application for Payment shall be submitted to the Public Works Department on a form acceptable to the Director of Public Works together with any supporting documentation requested by the Director. Each Application for Payment shall identify the quantity of Work for which the Contractor seeks payment, with accepted quantities multiplied by the Contract Unit Price for each item of Work to determine application sum. Upon receipt of each Application for Payment, the Director of Public Works and / or the Town's Consulting Engineer shall inspect the Work and if it is determined all Work for which payment has been requested has in fact been completed in accordance with the Contract Documents, the Town will make payment to the Contractor on or within fifteen (15) days of application approval. Until construction is substantially complete as determined by the owner, retainage shall be ten percent (10%) of each monthly payment made to contractor by owner. Upon receipt of payment, the Contractor shall promptly pay each Subcontractor and all Suppliers for Work completed or products furnished at time of payment application.
17. Final Payment - At the completion of all corrective measures listed on the punch list, the Director of Public Works will:
  - Inspect the completed project;
  - Review all load and slip receipts, reconcile estimated contract amounts, change orders, and actual material amounts;
  - Review all labor, material, and equipment bills for which a lien against the Town of Amherst could be filed;
  - Resolve any outstanding property damage such as stonewalls; and

- If any Subcontractor or Supplier (if used) fails to furnish such a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Town of Amherst to indemnify the Town against any Lien.

If after review, the Director is unable to reconcile the records, written notice will be sent to the Contractor explaining the refusal to make final payment. It shall be the responsibility of the Contractor to make the necessary corrections and resubmit application for final payment.

Once final approval is agreed, retainage shall be reduced from ten percent to two percent which will be held for an additional twelve months.

18. **Traffic Control** - Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for the protection of persons and property under the terms of the Contract.

All warning signage, barricades, lights, temporary signals, and other protective devices shall meet the approval of the Amherst Director of Public Works or his/her designee and conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Traffic Controls for Street and Highway Construction and Maintenance Operations.

All road closures must be approved by the Director of Public Works or his/her designee. Terms and conditions of road closures shall be determined by the Director of Public Works or his/her designee and shall be for working hours only, limited to the hours of 7:00 AM to 6:00 PM on Workdays unless otherwise extended by said Director or his designee.

Provisions shall be made to re-route traffic when road closings are permitted. Adequate advance notice shall be posted along the route at least three working days in advance.

If detour provisions/plans are not made and approved three working days in advance by the Amherst Director of Public Works or his designee, and/or Amherst Chief of Police, all street crossings shall be made in two phases to permit through or cross movement of traffic.

When all parties decide a detour is appropriate, the Contractor is responsible for all MUTCD approved signage and maintenance of signage, both within the construction zone and throughout the detour zone. Signs will be placed at the start of each workday, maintained throughout the workday, and removed at the end of each workday.

Travel lanes through the construction area shall be a minimum of ten (10) feet wide and properly delineated at all times to minimize disturbance of traffic. Trench backfilling must begin as soon as utilities are installed. At no time shall open trenches exceed fifty (50) feet in length.

Traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as excavating or

resurfacing the appropriate traffic control devices shall be periodically repositioned in the advanced warning area.

Provisions shall be made for pedestrian access through the work zone. When the Work area encroaches upon a sidewalk, walkway or crosswalk area, protective barriers, together with appropriate warning and guidance devices and signs must be utilized so that the passageway for pedestrians is safe and well defined.

During non-work hours, the construction zone shall be returned to a traveled way whenever possible and properly delineated using best management practices.

Qualified flag persons, or when deemed necessary, uniformed traffic control officer(s), shall be utilized to provide work zone safety as specified by the Director of Public Works and/or the Chief of Police (or his/her designee) shall be tasked with facilitating vehicle and pedestrian access and safety conditions. These services will be required where normal two-way traffic is reduced to one lane and where interference with the normal traffic flow pattern can be expected, such as: equipment working in the construction zone, equipment entering, leaving, or crossing roads. This function may be performed by the Contractor, or hired Sub-Contractor, at the discretion of the Director of Public Works or his/her designee.

The intent is to ensure public safety by using qualified persons for the direction of traffic. If Police are used, their purpose is not to serve as watchmen to protect the Contractor's equipment or materials.

Driveway access will be provided within the work zone whenever street occupancy or construction activities persist for more than one working day.

For the protection of traffic, all equipment and vehicles shall be equipped with and using amber flashing or amber rotating lights visible 360 degrees if in any part of the travel lane.

Before any suspension of work including end of day work, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof for the safe passage of emergency equipment to all properties.

For the purposes of definition, the limits of a construction zone will be the beginning and end of the designated project. Safety equipment shall be worn within the work/construction zone.

19. Federal, State, and Local Laws - The Contractor shall comply with all Federal, State, and Local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, and ponds, with fuels, oils, bitumens, chemicals, suspended silt, or other harmful materials and pollution of the atmosphere from particulate and gaseous matter shall be avoided.

20. Work Construction Plans - Before starting the work or upon request of the Director of Public Works during its progress, the Contractor shall submit to the Director a work plan showing construction methods and various steps he/she intends to take in completing the work. Prior to commence of Work, the contractor shall prepare and submit to the Director of Public Works:

- A written Work Schedule with respective dates for the start and estimated completion of segments of Work. Each segment shall be subject to review with adjustments to be made during the progress of the Work; and
- A schedule of payments that the Contractor anticipates will be earned during the course of the Work.

21. Emergencies - When an emergency arises that effects the safety and well-being of employees, residents of the road and/or their property, or the motoring public, the contractor is obligated to prevent threatened damage or such loss and where necessary contact EMERGENCY SERVICES by means of cell phone (or asking a resident for assistance) 911 or 603-673-4900.

The Contractor shall in a timely manner submit application in writing, to the Director of Public Works if the Contractor believes any significant change in the work is caused by the emergency, that the emergency was beyond the Contractor's control, and the contract document requires modification by means of Change Directive or Change Order.

22. Disputes - The Town of Amherst expects to maintain an enjoyable and rewarding relationship with its construction Contractor; however, should a dispute or disagreement occur, the Town expects no work to be delayed pending the resolution of said dispute.

23. Employee Parking - Contractor employee's personal vehicles shall be parked outside the work zone.

24. Scenic Road Status – The roads in this contract are not designated as “Scenic Roads.” Regulations pursuant to RSA 231:157 do not apply.

25. Rock Excavation –Rock Excavation is not anticipated to be required for completion of the Work. However, if necessary, given the proximity (in some locations) of residential structures to the Work, the Amherst Public Works Department expects the Contractor, to the fullest extent practicable to complete all Rock Excavation by mechanical means, without use of explosives. To that end, blasting shall not be performed without the express written approval of the Public Works Director.

26. Control of Work and Extent of Open Excavation – The Contractor shall limit the extent of excavation open at any given time during completion of the Work to that needed to reasonably execute the Contract without undue delay. No excavation shall remain open overnight without prior approval of the Public Works Director. Contractor shall properly secure all Work by use of proper barricades, fences, steel plates and other devices which may be

necessary to properly protect the public. At no time shall open trenches exceed fifty (50) feet in length.

27. Trench Settlement Period – The Contractor shall schedule the Work such that a minimum of five calendar days elapses between excavation and backfill of travelled way surfaces and the installation of hot bituminous pavement over any areas so excavated.
  
28. Coordination with Utility Companies – It shall be the Contractor’s responsibility to properly coordinate with each applicable utility company relative to any temporary or permanent utility accommodations or relocations required to complete the Work. Costs for this work shall be subsidiary to the Contract.
  
29. Preparatory Survey Work – Prior to commencement of construction, the Contractor shall establish the line and grade of existing roadway centerline at 50-foot horizontal intervals. The horizontal location and elevation of existing roadway centerline shall be established on temporary off-set stakes installed at or beyond the anticipated limits of work. The Contractor shall also submit elevation measurements at each 50-foot intervals, referenced to either an established or assumed datum, to the Public Works Director for the project record. The Contractor shall control the line and grade of the Work to both maintain the existing roadway centerline and to reconstruct roadways to those elevations specified in the Contract Documents.

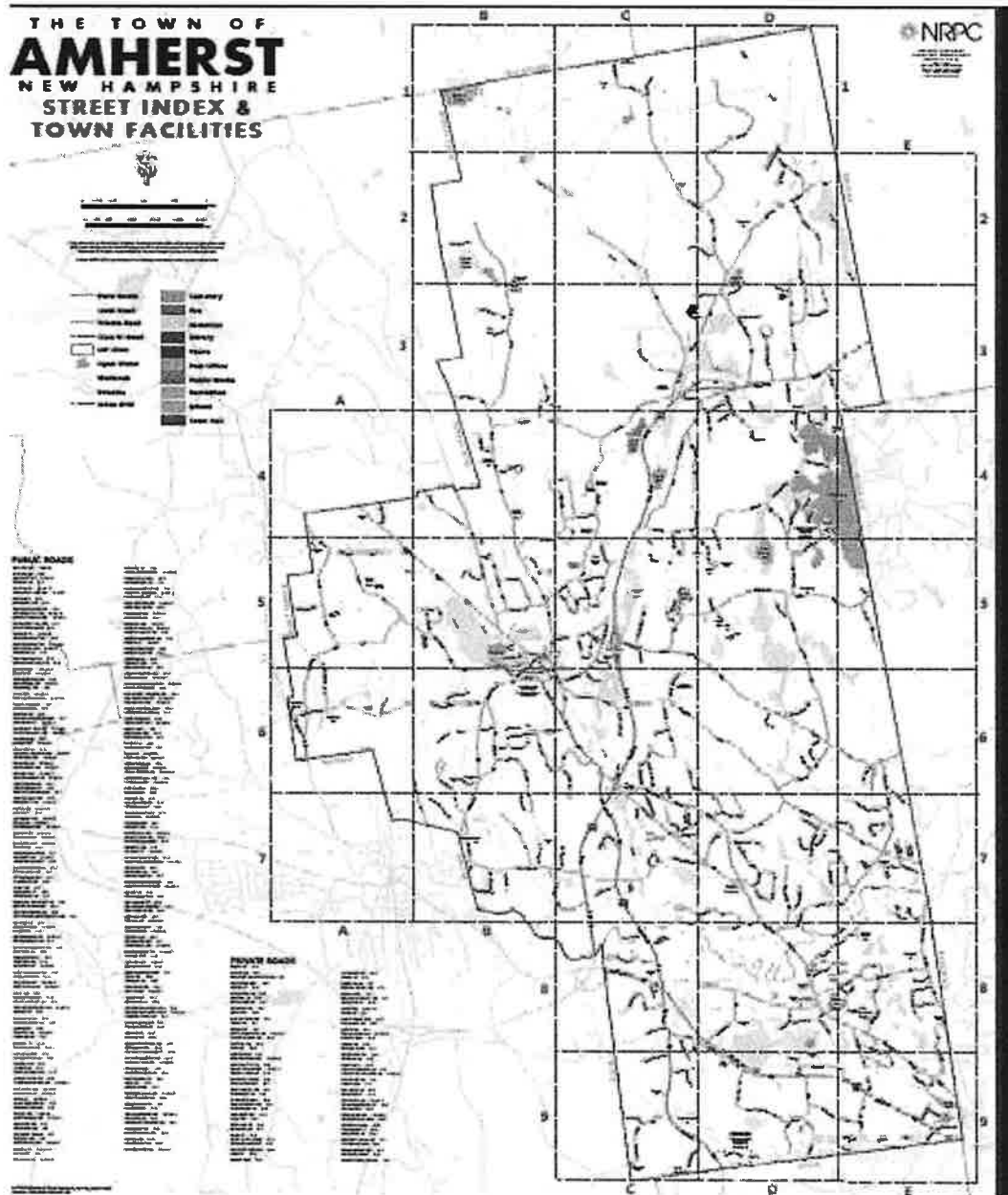
## DIVISION 2

### ROADWAY MAPS

**Map #:**

- 1) Town-wide projects
- 2) Chestnut Hill Rd.
- 3) Mack Hill Rd.
- 4) Melendy Hollow/ Martingale Rd.
- 5) Deerwood Dr.
- 6) Transfer Station Parking Lot (260 NH101)
- 7) DPW Parking Lot (22 Dodge Rd.)
- 8) Mont Vernon Rd.

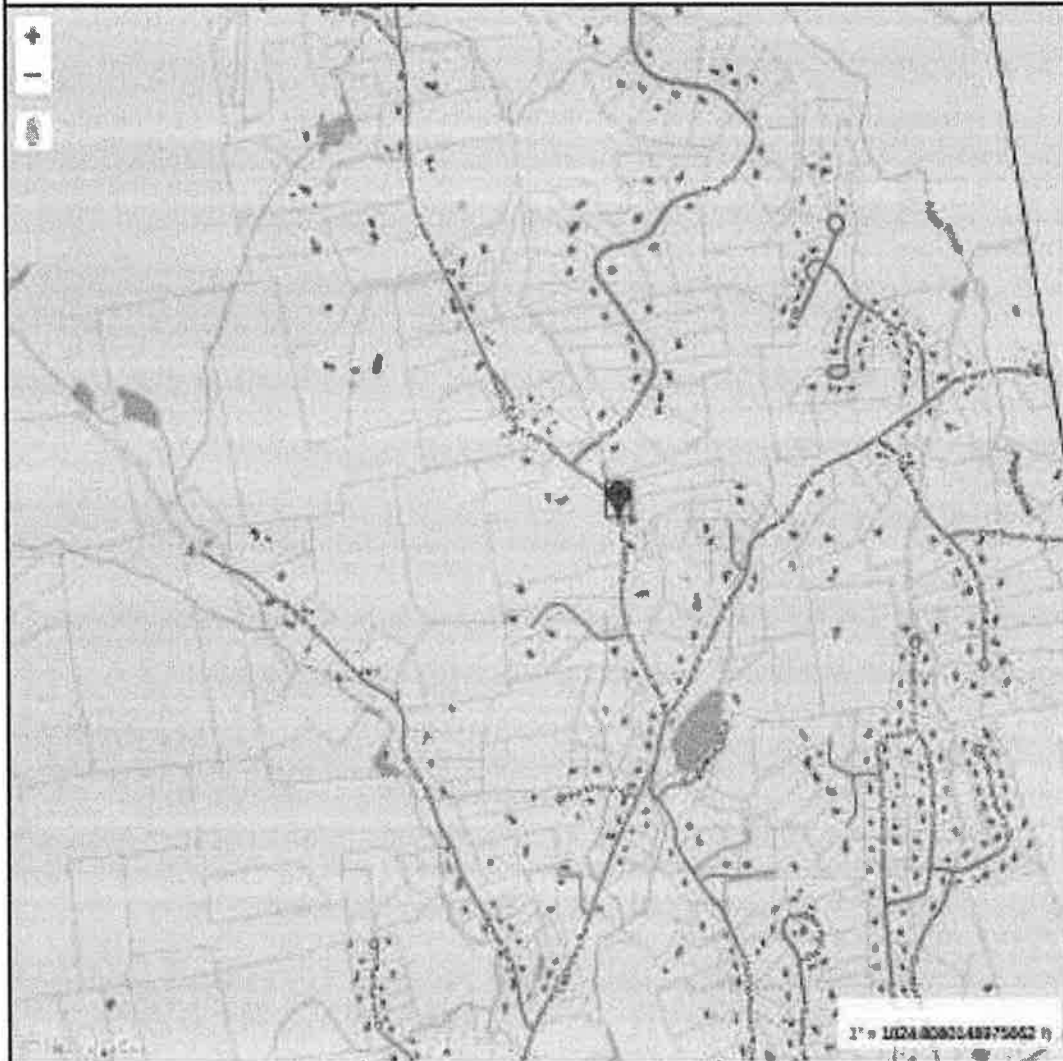




Nashua Regional Planning Commission

February 12, 2023

### Chestnut Hill Rd.



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Nashua Regional Planning Commission makes no claim and  
no warranty, expressed or implied, is made for value  
or reliability of the GIS data presented on this map.

Geometry updated 11/20/2022  
Data updated 06/28/2022

**Print map scale is approximate.  
Critical layout or measurement  
activities should not be done using  
this resource.**

Nashua Regional Planning Commission

February 12, 2023

### Mack Hill Map



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no warranties, expressed or implied, concerning the validity  
or accuracy of the GIS data presented on this map.

Geometry updated 12/20/2022  
Data updated 06/28/2022

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this resource.**

Nashua Regional Planning Commission

February 12, 2023

Melendy Hollow/ Martingale Rd.



  
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or accuracy of the GIS data presented on this map.  
Geometry updated 12/20/2022  
Data updated 06/29/2022

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Nashua Regional Planning Commission

February 12, 2023

Deerwood Dr.



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or accuracy of the GIS data presented on this map.

Geometry updated 12/29/2022  
Data updated 02/28/2023

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this resource.**

Nashua Regional Planning Commission

February 12, 2023

### Transfer Station (260 SR 101)

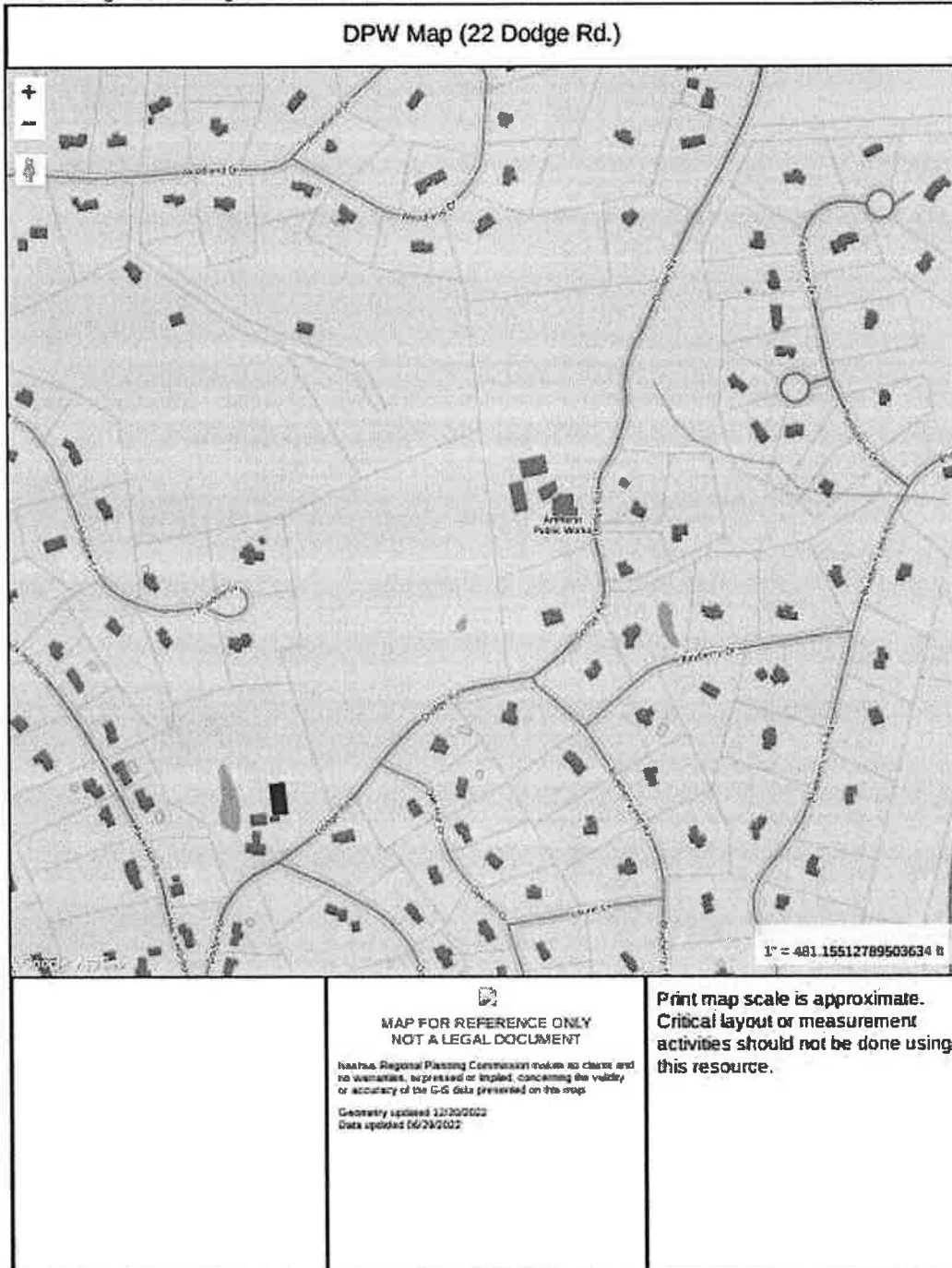


  
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Geometry updated 12/20/2022  
Data updated 06/28/2022

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this resource.**



Nashua Regional Planning Commission

March 19, 2023

Mont Vernon Rd. (Secomb Rd. to T/L)



  
**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Nashua Regional Planning Commission makes no claims and  
no warranties, expressed or implied, concerning the validity  
or accuracy of the GIS data presented on this map.

Geometry updated 03/20/2023  
Data updated 02/21/2023

**Print map scale is approximate.  
Critical layout or measurement  
activities should not be done using  
this resource.**



**DIVISION 3**  
**TECHNICAL SPECIFICATIONS**

Section

03-000	Standard Specifications	REFER TO “STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION”; AS PUBLISHED BY THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION; 2016 EDITION.
03-100	Typical Roadway Sections	
03-200	Materials Testing Schedule	

## SECTION 03-000

### STANDARD SPECIFICATIONS

#### PART 1 GENERAL

##### 1.01 INCLUSION AND APPLICABILITY

- A. The “Standard Specifications for Roadway and Bridge Construction” as published by the New Hampshire Department of Transportation, 2016 edition referred to as the “Standard Specifications”, are hereby included in these Contract Documents by reference and shall apply to all Work unless amended or deleted by Special Provision and/or Supplemental Specifications or as listed on the Errata Sheet.

All applicable Supplemental Specifications available at the time that the bid is due will be considered part of this contract specification. All Supplemental Specifications are posted on the NHDOT website at:

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/supplementals/index2016.htm>.

- B. The CONTRACTOR shall obtain at least two copies of the “Standard Specifications” and shall keep one copy in the field office and one copy at the CONTRACTOR’S home office.
- C. All provisions of the “Standard Specifications” shall apply to all Work of the Contract.
- D. Substitute “Director of Public Works” for “Engineer”, “Department”, “State”, “Bureau of Bridge Design”, “Bureau of Materials and Research” or “NHDOT Compliance Review Officer” throughout the specifications.
- E. In the event of conflict between provisions of the “Standard Specifications” and related provisions of these Contract Documents and Technical Specifications, the more restrictive or higher quality provision shall apply; and the Director of Public Works interpretation shall be final.

The NHDOT Standard Plans for Road and Bridge Construction are also considered a part of this contract. It is the contractor’s responsibility to obtain copies of these plans. These plans may also be downloaded, free of charge, from the NHDOT website at <https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/>

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used

**END OF SECTION**

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Typical Roadway Sections

**\*Typical roadway sections will be identified in the road layout documents and will be available prior to construction.**

## SECTION 03-200

### MATERIALS TESTING SCHEDULE

#### Part -1-A Chestnut Hill Road Testing Schedule

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
304.32, Crushed Gravel For Shoulder Leveling	385 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0
304.401, Crushed Stone (Fine Gradation)	550 CY	In-Place Compaction	1**
		Gradation Analysis***	1
		Maximum Density***	1
306.108, Reclaimed Stabilized Base Processed In Place, 8" Deep (F)	33,750 SY	In-Place Compaction*	10
		Gradation Analysis	5
		Maximum Density	0

#### Part -2-A Mack Hill Rd. Testing Schedule

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
304.301, Crushed Gravel	50 CY	In-Place Compaction	1**
		Gradation Analysis***	1
		Maximum Density***	1
304.32, Crushed Gravel For Shoulder Leveling	320 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0
304.401, Crushed Stone (Fine Gradation)	25 CY	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density***	0
306.110, Reclaimed Stabilized Base Processed In Place, 10" Deep (F)	4,179 SY	In-Place Compaction*	3
		Gradation Analysis	1
		Maximum Density	0

**Part -3-A Melendy Hollow Rd. Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		Test Property	Required No. of Tests
304.32, Crushed Gravel For Shoulder Leveling	100 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0
306.108, Reclaimed Stabilized Base Processed In Place, 8" Deep (F)	4,179 SY	In-Place Compaction*	3
		Gradation Analysis	1
		Maximum Density	0

**Part -4-A Deerwood Dr. Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		Test Property	Required No. of Tests
304.301, Crushed Gravel	50 CY	In-Place Compaction	1**
		Gradation Analysis***	1
		Maximum Density***	1
304.32, Crushed Gravel For Shoulder Leveling	150 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0
306.110, Reclaimed Stabilized Base Processed In Place, 10" Deep (F)	5,197 SY	In-Place Compaction*	3
		Gradation Analysis	1
		Maximum Density	0

**Part -1-B Martingale Road Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		Test Property	Required No. of Tests
304.32, Crushed Gravel For Shoulder Leveling	50 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0

**Part -2-B Sherburne Dr. Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		Test Property	Required No. of Tests
304.32, Crushed Gravel For Shoulder Leveling	26 TON	In-Place Compaction	0
		Gradation Analysis***	1
		Maximum Density	0

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
 Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
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**Part -1-C Transfer Station Parking Lot Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		None	
Gradation Analysis	0		
Maximum Density	0		

**Part -2-C DPW Parking Lot Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		None	
Gradation Analysis	0		
Maximum Density	0		

**Part -1-D Mont Vernon Rd. Testing Schedule**

Item No.	Quantity	Acceptance Test Property & Required No. of Tests	
		None	
Gradation Analysis	0		
Maximum Density	0		

\* Contractor shall use the control strip procedure per NHDOT Standard Specification Section 304.3.8.

\*\* One test per location. If multiple locations are used along the project length, each individual location will require a compaction test.

\*\*\*The same gradation and maximum density test may be used for the same material used in other parts of the Contract.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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## **DIVISION 4**

### **SPECIAL PROVISIONS**

Section

04-201	Clearing and Grubbing
04-203	Excavation and Embankment
04-304	Aggregate Base Courses
04-417	Cold Planing Bituminous Surfaces
04-570	Stone Masonry
04-604	Catch Basins, Drop Inlets, and Manholes
04-608	Sidewalks
04-670	Miscellaneous Incidentals

**SECTION 04-201**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 201 - CLEARING AND  
GRUBBING**

**ITEM 201.52 – TRIMMING OF TREES**

**ADD TO METHOD OF MEASUREMENT:**

4.6 Trimming of trees will be measured per hour of on-site work completed. Travel to and from the site will not be measured.

**ADD TO BASIS OF PAYMENT:**

5.7 The accepted quantity of trimming of trees will be paid for at the Contract Price per hour of on-site work completed.

**ADD TO PAY ITEMS AND UNITS:**

201.52	Trimming of Trees	Hour
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**END OF SECTION**



**SECTION 04-203**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 203 - EXCAVATION AND EMBANKMENT**

**ITEM NO. 203.2 – ROCK EXCAVATION**

**AMEND DESCRIPTION:**

Add 1.3 to read “All rock excavation under this contract shall be performed by mechanical means unless specifically authorized by the public works director.”

**ITEM NO. 203.601 – EMBANKMENT-IN-PLACE**

**ADD TO BASIS OF PAYMENT**

5.1.10 The accepted quantity of embankment-in-place will be paid for at the Contract unit price per cubic yard complete in place.

**ADD TO PAY ITEMS AND UNITS:**

203.601	Embankment-In-Place	Cubic Yard
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**ITEM NO. 203.9 – ROADWAY DITCHING**

**ADD TO DESCRIPTION:**

1.3 Roadway ditching shall include maintenance of existing roadway ditches or excavation to create new roadway ditches within the right-of-way as ordered by the Town.

**ADD TO CONSTRUCTION REQUIREMENTS:**

3.14 Roadway ditching shall be completed where ordered by the Town to improve roadway drainage. The general limits of ditching are 4' to 6' beyond the gravel shoulder and 4" to 6" below existing grade. Final stabilization and vegetation of the ditch shall be paid for under Item 646.51, Turf Establishment with Mulch, Tackifiers and Loam.

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
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**ADD TO METHOD OF MEASUREMENT:**

4.13 Roadway ditching shall be measured per linear foot as ordered.

**ADD TO BASIS OF PAYMENT:**

5.14 The accepted quantity of Roadway Ditching will be paid for at the contract unit price per linear foot.

**ADD TO PAY ITEMS AND UNITS**

203.9	Roadway Ditching	Linear Foot
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**END OF SECTION**

**SECTION 04-304**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 304 - AGGREGATE BASE COURSE**

**ITEM NO. 304.301 – Crushed Gravel**

**ITEM NO. 304.401 – Crushed Stone (Fine Gradation)**

**ADD TO METHOD OF MEASUREMENT:**

4.5 Crushed Gravel and Crushed Stone (Fine Gradation) will be measured by the cubic yard of compacted materials placed within the limits shown on the plans.

Add to Basis of Payment

5.4 The accepted quantity of Crushed Gravel and Crushed Stone (Fine Gradation) will be paid for at the Contract unit price per cubic yard complete in place.

**ADD TO PAY ITEMS AND UNITS:**

304.301	Crushed Gravel	Cubic Yard
304.401	Crushed Stone (Fine Gradation)	Cubic Yard

**END OF SECTION**

**SECTION 04-417**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 417 – COLD PLANING BITUMINOUS  
SURFACES**

**ITEM NO. 417.1181 – Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep**

**ADD TO DESCRIPTION:**

1.3 This work shall also consist of cold planing existing driveway aprons prior to wearing course pavement installation.

**ADD TO METHOD OF MEASUREMENT:**

4.3 Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep will be measured by the linear foot complete in place.

**ADD TO BASIS OF PAYMENT:**

5.4 The accepted quantities of Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep will be paid for at the contract unit price per linear foot complete in place.

**ADD TO PAY ITEMS AND UNITS:**

417.1181	Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep	LF
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**END OF SECTION**

**SECTION 04-570**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 570 - STONE MASONRY**

**ITEM NO's. 570.412, 570.415, 570.418, 570.424, 570.430 & 570.436**

**AMEND METHOD OF MEASUREMENT:**

Delete 4.1 through 4.3 as written and write a new 4.1 to read "The accepted quantity of mortar rubble masonry headwalls of the size and class specified shall be measured per each".

**AMEND BASIS OF PAYMENT:**

Delete 5.1 through 5.3 as written and write a new 5.1 to read "Mortar rubble masonry headwalls of the size and class specified shall be paid at the contract unit price per each."

**AMEND PAY ITEMS:**

Delete pay items and units as written and replace with:

570.412	MRM Headwall 12" Pipe	Each
570.415	MRM Headwall 15" Pipe	Each
570.418	MRM Headwall 18" Pipe	Each
570.424	MRM Headwall 24" Pipe	Each
570.430	MRM Headwall 30" Pipe	Each
570.436	MRM Headwall 36" Pipe	Each

**END OF SECTION**

**SECTION 04-604**

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 604 – CATCH BASINS, DROP INLETS, AND  
MANHOLES**

**ITEM NO. 604.4 – Reconstructing/Adjusting Catch Basin and Drop Inlet**

**AMEND METHOD OF MEASUREMENT:**

Delete 4.2 and add:

4.2 Reconstructing/adjusting catch basins, drop inlets, or manholes will be measured by the number of units reconstructed or adjusted.

**AMEND BASIS OF PAYMENT:**

Delete 5.2 and add:

5.2 The accepted quantities of reconstructed/adjusted catch basins, drop inlets, and manholes will be paid for at the Contract unit price per unit complete in place, including reinstalling existing frames and grates or covers.

**ADD TO PAY ITEMS AND UNITS:**

604.4 Reconstructing/Adjusting Catch Basin and Drop Inlet Unit

**END OF SECTION**

**SECTION 04-608**

**SPECIAL PROVISION**

**Sidewalks**

**ITEM NO. 608.4**

**DESCRIPTION:**

Add 1.0 to read "This work shall consist of removing, storing, and resetting brick and stone pavers encountered in the work as shown or ordered by the owner."

**CONSTRUCTION REQUIREMENTS:**

Add 2.0 to read "Brick and stone pavers shall be reset on a prepared aggregate sub grade having not less than 10-inches of compacted thickness and at a line and grade matching both the limits of work and finished roadway surface. Brick and stone pavers damaged by contractor shall be replaced in-kind"

**METHOD OF MEASUREMENT:**

Add 3.0 to read "Accepted quantity of Reset Brick and Stone Pavers shall be measured per the square foot to the nearest 0.1 of a square foot."

**AMEND BASIS OF PAYMENT:**

Add 4.0 to read "Accepted quantity of Reset Brick and Stone Pavers shall be paid for at the contract price per square foot complete in place and shall include all labor, handling, and storage."

**PAY ITEMS:**

Add the following item:

608.4	Reset Brick and Stone Pavers	Square Foot
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**END OF SECTION**

## **SECTION 04-670**

### **SPECIAL PROVISION**

#### **MISCELLANEOUS INCIDENTALS**

##### **ITEM NO. 670.066 & 670.0661**

#### **DESCRIPTION:**

- 1.1 This work shall consist of installing relocated mailboxes or new mailboxes furnished by others on new mailbox support assemblies at location on the plans or as ordered by the Director of Public Works or his/her designee.”
- 1.2 The Contractor shall contact the United States Post Office for any additional requirements regarding postal delivery.
- 1.3 The Contractor shall refer to Town of Amherst policy 19-001, titled “Town of Amherst Winter Operations,” for required installation specifications.

#### **MATERIALS:**

- 2.1 Wood posts shall be 4 inch by 4 inch nominal conforming to Section 568.

#### **CONSTRUCTION REQUIREMENTS:**

- 3.1 The Contractor shall satisfactorily protect all mailboxes and maintain them in accessible locations throughout the construction period.
- 3.2 Contractor shall install the mailbox support assemblies and mailbox at locations and in accordance with Town of Amherst policy 19-001, titled “Town of Amherst Winter Operations.”
- 3.3 “Details shown in Town of Amherst policy 19-001, Appendix A, titled “Town of Amherst Winter Operations,” shall serve as a guide in meeting minimum requirements.

#### **METHOD OF MEASUREMENT**

- 4.1 Single or double mailbox support assemblies will be measured by the number of complete assemblies (post) installed.
- 4.2 Multiple mailboxes support assemblies will be measured as a single unit. This unit shall include all materials and labor required to install the complete support assembly (post) and mailboxes specified.

#### **BASIS OF PAYMENT**

- 4.1 Single or double mailbox support assemblies will be paid for at the contract unit price per each as specified, complete in place.
- 4.2 Multiple mailboxes support assemblies will be measured as a single unit. This unit shall include all materials and labor required to install the complete support assembly (post) and mailboxes specified.



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Special Provisions

**PAY ITEMS AND UNITS:**

670.066	Mailbox Support Assemblies	Each
670.0661	Multiple Mailboxes Support Assemblies	Each

**END OF SECTION**

Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Martingale Rd., Sherburne Dr.,  
Deerwood Dr., Transfer Station, DPW, Mont Vernon Rd., 2023  
Amherst, New Hampshire 03031  
Special Attentions

## **DIVISION 5**

### **SPECIAL ATTENTIONS**

#### Section

Errata Sheet

Invasive Species

W-Beam Guardrail Height (06/11/20)

Asphalt Cement Adjustment and Asphalt Cement Adjustment for Emulsion

03/21/18

SSD: 03/01/16, 06/10/16, 6/11/16, 06/27/16, 08/03/16, 10/31/16, 11/28/16, 06/19/17, 11/30/17

**SPECIAL ATTENTION**

**ERRATA SHEET**

The following table is a list of corrections to the 2016 *Standard Specifications for Road and Bridge Construction*, as of the date of this Proposal.

Section	Description	Correction	Date
<b><i>DIVISION 100</i></b>			
104.03	Maintenance of Traffic	Amend 'winter work suspensions' in 104.03 to read 'Winter Suspension'.	06/07/07
<b><i>DIVISION 200</i></b>			
<b><i>DIVISION 300</i></b>			
<b><i>DIVISION 400</i></b>			
<b><i>DIVISION 500</i></b>			
		Insert the following footnotes under Table 520-1A:	
		<sup>1</sup> See 3.1.6 TESTING	
		<sup>2</sup> For mixes containing fly-ash, silica fume, slag, or any other pozzolanic or cementitious material, the water/cement ratio of the concrete mix shall be based on the water/cementitious (cement + pozzolanic or cementitious material) ratio of the mix. This water to cementitious ratio shall not exceed those listed in Table 1A. The maximum water/cement ratios listed for Concrete Class B and T are for design purposes only.	
		<sup>3</sup> Deck Overlays.	
520	Classes of Concrete	<sup>4</sup> <u>Maximum</u> 84 day Compressive Strength for Flowable Fill, Excavatable shall not exceed 200 psi.	06/11/16
		<sup>5</sup> These are recommended values that may be used as a starting point for a mix design that has shown ability to meet the requirements. The amount of cement shall be adjusted and fly-ash or ground granulated blast furnace slag shall be used provided the mix design meets the minimum and does not exceed the maximum compressive strength in accordance with 2.11.1.	
		<sup>6</sup> Target values shown are for mix design approval only and are not intended for use as quality control or quality assurance requirements.	

Section	Description	Correction	Date
520	Classes of Concrete – Performance Requirements (QC/QA)	Amend the title of <i>Table 420-1B - Class of Concrete – Performance Requirements (QC/QA)</i> to <i>Table 520-1B - Class of Concrete – Performance Requirements (QC/QA)</i>	11/28/16
		Amend 528.2.9.1 to read: <i>Grout for shear keys shall be an approved grout as listed in Section 528A of the Qualified Products List.</i>	
528	Shear Key Grout for Butted Beams	Amend 528.2.9.2 to read: <i>For testing, 3 neat 2" cubes shall be molded and cured in accordance with AASHTO T 106 (ASTM C 109). The average compressive strength of the 3 cubes at 7 days shall be a minimum of 6000 psi.</i>	06/10/16
		Replace last sentence of 528.3.22.6.4 to read: <i>If leveling screws are used, they shall be completely removed and the holes filled with grout listed in Section 528A of the Qualified Products List prior to placement of deck concrete.</i>	
528	Installation of Deck Panels	Amend the first sentence of 550.2.10 to read: <i>PTFE for use in expansion bearing assemblies shall be 100 percent virgin (unfilled) polytetrafluoroethylene polymer...</i>	08/03/16
550	PTFE Surfaces for Bearings	Amend 550.3.15.4.1 to read: <del><i>Anchor rods shall be set in one of the following materials:</i></del> <i>(a) Non-shrinking, non-ferrous, cement-base grout listed in Section 550A of the Qualified Products List. This grout shall be used only when both the temperature of the masonry and the ambient temperature are kept at 40 °F or above until the grout has cured.</i> <i>(b) Sulfur.</i>	06/10/16
550	Anchor Rods	Amend the first sentence of 550.3.15.4.2 to read: <i>Non-shrinking, non-ferrous, cement base grout shall be a product as included in Section 550A of the Qualified Products List.</i>	
		Amend 4.1 to read: <i>Bridge rail, of the type specified, will be measured by the linear foot to the nearest tenth of a foot.</i>	06/27/16
563	Bridge Rail		
		Amend 606.2.8.2 to read: <del><i>Grout for anchoring the pipe posts shall be High Strength, Impact Resistant, Non-shrink Grout as included in Section 528A of the Qualified Products List.</i></del>	06/10/16
606	Handrail		

	Temporary Impact Attenuators	Amend in 606.2.10.2 the reference to 2.12.4 to 2.10.4.	11/28/16
606	Repair of Hardened Concrete	Amend in 606.3.7.12.A the reference to <i>Fast Set Non-shrink Patching Mortar</i> to <b><i>Rapid-Hardening Patching Material.</i></b>	03/21/18
609	Curbing	Amend the 2 <sup>nd</sup> sentence of 609.2.5 to read: <i>The non-shrink, non-metallic grout shall be a product as included in Section 550A of the Qualified Products List.</i>	06/10/16
609	Curb anchors	Amend 609.3.1.5.1 to read: <i>Curb anchors shall be set and grouted using non-shrink, non-metallic grout as shown on the plans.</i>	06/10/16
621	Delineators	Add the following to the end of 621.3.1.3: <i>Grout shall be as listed in Section 550A of the Qualified Products List or as directed by the Engineer.</i>	06/10/16
632	Pavement Markings	Amend the AASHTO reference in 3.2.3.1 to read: <b><i>AASHTO M248 Type F</i></b>	
<b><i>DIVISION 700</i></b>			
707	Cement Mortar	Amend 2.3 to read: <i>Testing for impurities shall comply with AASHTO T 21. Results that are darker than the standard shall be cause for rejection, except as provided in 2.3.1.</i>  Amend 2.3.1 to read: <i>Sand for mortar not conforming to 2.3 shall be tested in accordance with AASHTO T 71 and shall meet the requirements of 5.2.3 of AASHTO M 45.</i>	

**END OF SECTION**

## **SPECIAL ATTENTION** **INVASIVE SPECIES**

The statutory authority of NH Department of Agriculture RSA 430:55 and NH Department of Environmental Services RSA487:16-A prohibits the spread of invasive plants listed on the NH Prohibited Species list. Construction activities should avoid impacting areas containing invasive plant species in order to avoid spreading these plants to new sites. If invasive plants cannot be avoided, then the following suggested best management practices (BMPs) should be incorporated into all projects. These BMPs have been summarized from the NHDOT manual “Best Management Practices for Roadside Invasive Plants.”

### **Earthwork:**

- If invasive plant life is suspected, notify the Amherst Director of Public Works (or his designee) immediately.
- Minimize soil disturbance whenever possible outside the limits of excavation.
- Stabilize disturbed soils by seeding and/or using mulch, hay, rip-rap, or gravel that is free of invasive plant material.
- Materials such as fill, loam, mulch, hay, rip-rap and gravel should not be brought into project areas from sites where invasive plants are known to occur.

### **Movement of equipment:**

- Equipment movement should be from areas not infested by invasive plants to areas infested by invasive plants whenever possible.
- Staging areas should be free of invasive plants to avoid spreading seeds and other viable plant parts.

### **Removing vegetation:**

- In areas where invasive plants will be impacted by construction activities, vegetation should be cut or removed prior to seed maturation (approximately August 1<sup>st</sup>)
- These invasive plants have the ability to sprout from stems and root fragments: Purple loosestrife, Phragmites, and Japanese knotweed. Mowing these plants should be avoided. When these plants are cut by other means, all plant material must be destroyed, and extra care should be taken to avoid spreading plant fragments
- Equipment used to cut or remove invasive plants should be cleaned at least daily, as well as prior to transport.

The NHDOT manual “Best Management Practices for Roadside Invasive Plants” and supporting fact sheet documents are available on line at [www.nh.gov/dot/org/projectdevelopment/environment/documents.htm](http://www.nh.gov/dot/org/projectdevelopment/environment/documents.htm) or through the NHDOT Records Section (603-271-1601).

**END OF SECTION**

January 15, 2016

**SPECIAL ATTENTION**

**ASPHALT CEMENT ADJUSTMENT AND  
ASPHALT CEMENT ADJUSTMENT FOR EMULSION**

Bid items involving asphalt concrete mixtures containing asphalt cement may be subject to a price adjustment. Only the asphalt portion of asphalt-rubber cement will be eligible for price adjustment. The adjustment will take effect when the monthly price for asphalt cement as furnished by the Bureau of Materials and Research differs from the base price contained in the proposal. Affected Sections and formulas are detailed below.

**The base price\* of asphalt cement for this Contract is \$665.00 per ton.**

\* Source: The base price is developed from data published in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. (Applies to contracts advertised after January 1, 2012)

The **monthly price** of asphalt cement will be furnished by the Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

The contract prices of Hot Bituminous Pavement, Recycled Bituminous Pavement and Plant Mix Surface Treatment will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made at the end of each month in which the work was accomplished as follows:

- Item 403.11023, HBP-3/4" Base Mix, Machine Method**
- Item 403.11043, HBP-1/2" Surface Mix, Machine Method**
- Item 403.12, HBP-Hand Method**
- Item 403.18, HBP-Leveling Course**

The price adjustment will be based on the percent of virgin asphalt cement stated in the Approved Mix Design containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in that approved design

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

When no item for Asphalt Cement Adjustment is included in the contract no adjustments will be made.

Item 1010.2	Asphalt Cement Adjustment <sub>1</sub>	Dollar
Item 1010.21	Asphalt Cement Adjustment for Emulsion <sub>1</sub>	Dollar

<sub>1</sub> Not a bid item

**END OF SECTION**



**AMHERST, NH  
DEPARTMENT OF PUBLIC WORKS**

22 Dodge Road  
Amherst, NH 03031  
Tel. (603) 673-2317

March 27, 2023

**ADDENDUM NO. 001  
REQUEST FOR PROPOSALS NO. 10-23  
“Multi-Road Construction - 2023”**

Prospective bidders are hereby notified of the following changes, additions, and/or clarifications to the Contract Documents for the above captioned project titled “**Multi-Road Construction - 2023**” under the provisions of *Division 1 “Instructions to Bidders,” paragraph 10 “Interpretations and Addenda.”* These changes, additions, and/or clarifications shall be incorporated in, and shall become part of, the Contract Documents.

**Change:**

In response to questions submitted by prospective bidders, the following clarifications and changes will be made:

**Addendum Item No.1**

Questions & Answers:

1. Question: *“Page 15, Summary of Work, Note: states, “If reclaimed material does meet 304.32 gradation requirements, the town has the option to waive this requirement.” Prior sentence seems to establish the contract can use reclaimed material if it meets gradation spec, and this following sentence restates the same thing. Is the word, ‘not,’ missing?”*
  - a. Yes, the word “not” is missing. The sentence on page 15, par. 4, “Summary of Work”, shall now read *“If the reclaimed material does **not** meet 304.32 gradation requirements, the town has the option to waive this requirement.”*
2. Question: *“206.2 Rock Structure Excavation, 260 CY. This is a very high quantity compared to the amount of structures to be installed. 1 Drop inlet is on the bid. There is also no item for Trench Rock excavation, is pipe not expected to be in ledge as well?”*
  - a. No subsurface exploration was completed for this project. The quantities provided assume that ledge will be encountered in the excavation limits. Item 206.2, Rock Structure Excavation is intended to be used for all rock excavation that may be required for this project for drainage structures and for pipes including the underdrain.
3. Question: *“304.32 Crushed Stone (Fine Gradation) – should this read Crushed Gravel for Shoulder leveling?”*



- a. Yes. The description for 304.32 shall be changed to read “Crushed Gravel for Shoulder Leveling”, and the text “(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)” shall be removed. Item 304.32 may be used at all shoulders except for locations above underdrain. The estimated quantity for 304.32 in the bid summary shall be changed to read 365 Tons (192 CY). The quantity for 304.401 shall be changed from 550CY to read 358CY.
  
4. 603.6 Relaying 0-24” Drainage Pipe. Could you provide more detail on this? Is the current pipe RCP?
  - a. The existing pipe is an 18” HDPE pipe with insufficient cover at STA 36+00 RT.
  
5. 214 Fine Grading. *Fine Grading shall be subsidiary to 306.108 Reclaimed Stabilized Base Processed in Place, 8” Deep (F), and 306.110 Reclaimed Stabilized Base Processed in Place, 10” Deep (F).*

**Addendum Item No.2**

See Attachment ‘A’ for changes to Bid Summary.

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***\*\*This Addendum No. 002 consists of two pages, and one attachment consisting of two pages. All other terms and conditions of the Contract Documents shall remain unchanged. \*\****

**End of Addendum No. 001**

**Attachment 'A'**  
**ADDENDUM NO. 001**  
**REQUEST FOR PROPOSALS NO. 10-23**  
**"Multi-Road Construction - 2023"**

The following changes shall be made to the bid summary. Items are listed by road:

**Part- 1 A, Chestnut Hill Rd.** – 5,150 linear feet or 12,750 Sq. Yds.

CHANGE QUANTITIES TO:

304.32	365 TON	Crushed Gravel for Shoulder Leveling
304.401	358 CY	Crushed Stone (Fine Gradation)

REMOVE:

214.	1 U	Fine Grading
------	-----	--------------

*NOTE: 214 Fine Grading has been removed and shall be subsidiary to 306.108 Reclaimed Stabilized Base Processed in Place, 8" Deep (F).*

**Part – 2-A, Mack Hill Rd.** – 6,734 linear feet or 15,713 Sq. Yds.

CHANGE QUANTITIES TO:

403.11043	1,330 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)
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ADD:

403.18	489 TON	HBP-LEVELING COURSE
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*NOTE: The intention for Mack Hill Rd. is to shim approximately 4,968 LF, then overlay. The quantity for the shim had been included in the quantity for item number 403.11043. We have now removed this quantity from item no. 403.11043 and added it to new item number 403.18 to identify this work more clearly for prospective bidders.*

**Part- 3-A, Melendy Hollow.** – 1,125 linear feet or 2,875 Sq. Yds.

ADD:

603.82215	40 LF	15" PE PIPE (Type S)
603.82218	50 LF	18" PE PIPE (Type S)

*NOTE: These items were inadvertently added to the quantities for Martingale Rd. They have been removed from Martingale Rd. and shall be added to Melendy Hollow.*

**Part- 1-B, Martingale Rd.** – 2,930 linear feet or 6,837 Sq. Yds.

REMOVE:

403.11043	385 TON	Hot Bituminous Pavement, Machine Method (1" @ 1/2" wearing course)
603.82215	40 LF	15" PE PIPE (Type S)

603.82218      50 LF                      18" PE PIPE (Type S)

**ADD:**

403.11053      385 TON                      Hot Bituminous Pavement, Machine Method (1" @ 3/8" wearing course)

*NOTE: The reason for the change from Item no. 403.11043 to Item no. 403.11053 is to use appropriately sized aggregate for a 1" overlay.*

**Part 1-D Mont Vernon Rd. – 1,000 LF or 2,555 SQ. YDS.**

**REMOVE:**

403.11043      150 TON                      Hot Bituminous Pavement, Machine Method (1" @ 1/2" wearing course)

**ADD:**

403.18            150 TON                      HBP-LEVELING COURSE

618.7            16 HR                        Flaggers

*NOTE: The reason for the change from Item no. 403.11043 to Item no. 403.18 is to identify this work more clearly for prospective bidders, and size the aggregate used for the shim appropriately. Flaggers were also added to the work.*



**AMHERST, NH**  
**DEPARTMENT OF PUBLIC WORKS**

22 Dodge Road  
Amherst, NH 03031  
Tel. (603) 673-2317

April 10, 2023

**ADDENDUM NO. 002**  
**REQUEST FOR PROPOSALS NO. 10-23**  
**“Multi-Road Construction - 2023”**

Prospective bidders are hereby notified of the following changes, additions, and/or clarifications to the Contract Documents for the above captioned project titled “Multi-Road Construction - 2023” under the provisions of *Division 1 “Instructions to Bidders,” paragraph 10, “Interpretations and Addenda.”* These changes, additions, and/or clarifications shall be incorporated in, and shall become part of, the Contract Documents.

**Change:**

In response to questions submitted by prospective bidders, the following clarifications and changes will be made:

**Addendum Item No.1**

Questions & Answers:

1. Question: ‘*The contract includes 260 cubic yards of Item 206.2, Rock Structure Excavation. Can a rock trench excavation item be added to the contract?*’
  - a. The NHDOT Standard Specifications do not differentiate this item based on the excavation needed (i.e., to install a pipe versus installing a drop inlet). However, to receive more advantageous bid prices, Item 206.29, Rock Structure Excavation (Trench) has been added to the Contract for any rock excavation needed to install proposed drainage pipes and underdrain. Item 206.2, Rock Structure Excavation shall still be used for installing the drop inlet as needed.
2. Question: ‘*Where is Item 417, Cold Planning to be used?*’
  - a. Item 417 is to be used for tie-ins to the existing pavement at each project limit and along the Flume side road. However, the Town has elected to remove this item and replace it with additional quantity of Item 417.1181, Cold Planing Bituminous Surfaces, 18” Wide by 1” Deep. The limits of Item 417.1181 will be 6’ wide (or 4 passes of 18”) at each project limit and along the Flume side road. Driveway tie-ins shall remain 18” wide.
3. Below are the adjusted quantities for item numbers referenced in Questions 1 & 2:

QUANTITIES:

Part- 1 A. Chestnut Hill Rd. – 5,150 linear feet or 12,750 Sq. Yds.

CHANGE QUANTITIES TO:

206.2	8 CY	Rock Structure Excavation
206.29	252 CY	Rock Structure Excavation (Trench)
417.1181	525 LF	Cold Planing Bituminous Surfaces, 18” Wide by 1” Deep

REMOVE:

417.	275 SY	Cold Planing Bituminous Surfaces
------	--------	----------------------------------

**Addendum Item No.2**

Prospective bidders may review plans for Chestnut Hill Rd. by viewing them on the Town of Amherst website. The link to the plans is:

<https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/22919105fieldplans-.pdf>

**Addendum Item No.3**

All item numbers with zero (0) quantities shall be removed from the bid schedule.

**Addendum Item No.4**

See Attachment ‘A’ for updated bid schedule reflecting all changes to item numbers from Addendum 001 – 002.

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***\*\*This Addendum No. 002 consists of two (2) pages, and one attachment consisting of thirteen (13) pages. All other terms and conditions of the Contract Documents shall remain unchanged. \*\****

**End of Addendum No. 002**

**Attachment 'A'**  
**ADDENDUM NO. 002**  
**REQUEST FOR PROPOSALS NO. 10-23**  
**"Multi-Road Construction - 2023"**

Prospective bidders shall use the following updated bid schedule, with changes, for calculation of their bids:

SCHEDULE OF PRICES: This proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**Part- 1 A, Chestnut Hill Rd.** – 5,150 linear feet or 12,750 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.22	5 EA	Removing Large Trees _____		
		_____ per Each	\$ <u>225.-</u>	\$ <u>1,125.-</u>
201.4	5 EA	Removing Stumps _____		
		_____ per Each	\$ <u>100.-</u>	\$ <u>500.-</u>
202.41	120 LF	Removal of Existing Pipe 0-24" Diameter _____		
		_____ per Linear Foot	\$ <u>10.-</u>	\$ <u>1,200.-</u>
202.5	1 EA	Removal of Catch Basins, Drop Inlets, and Manholes _____		
		_____ per Each	\$ <u>250.-</u>	\$ <u>250.-</u>
203.1	225 CY	Common Excavation _____		
		_____ per Cubic Yard	\$ <u>30.-</u>	\$ <u>6,750.-</u>
206.2	8 CY	Rock Structure Excavation _____		
		_____ per Cubic Yard	\$ <u>1,500.-</u>	\$ <u>12,000.-</u>
206.29	252 CY	Rock Structure Excavation (Trench) _____		
		_____ per Cubic Yard	\$ <u>475.-</u>	\$ <u>119,700.-</u>

Chestnut Hill Rd., cont.

304.32	365 TON	Crushed Stone (Fine Gradation)		
		_____ per TON	\$ <u>40.-</u>	\$ <u>14,600.-</u>
304.401	358 CY	Crushed Stone (Fine Gradation)		
		_____ per Cubic Yard	\$ <u>65.-</u>	\$ <u>23,270.-</u>
306.108	12,750 SY	Reclaimed Stabilized Base Processed in Place, 8" Deep (F)		
		_____ per Square Yard	\$ <u>4.-</u>	\$ <u>51,000.-</u>
403.11023	2,100 TON	HBP -3/4" Binder Mix, Machine Method		
		_____ per Ton	\$ <u>90.-</u>	\$ <u>189,000.-</u>
403.11043	1,300 TON	HBP -1/2" Surface Mix, Machine Method		
		_____ per Ton	\$ <u>90.-</u>	\$ <u>117,000.-</u>
403.12	50 TON	HBP - Hand Method		
		_____ per Ton	\$ <u>150.-</u>	\$ <u>7,500.-</u>
403.16	10,300 LF	Pavement Joint Adhesive		
		_____ per Linear Foot	\$ <u>1.75</u>	\$ <u>18,025.-</u>
410.22	400 GAL	Asphalt Emulsion for Tack Coat		
		_____ Per Gallon	\$ <u>5.-</u>	\$ <u>2,000.-</u>



Chestnut Hill Rd., cont.

417.1181	525 LF	Cold Planing Bituminous Surfaces, 18" Wide by 1" Deep		
			_____ per Linear Foot	\$ <u>4.-</u> \$ <u>2,100.-</u>
585.3	60 CY	Stone Fill, Class C		
			_____ per Cubic Yard	\$ <u>75.-</u> \$ <u>4,500.-</u>
603.6	60 LF	Relaying 0-24" Drainage Pipe		
			_____ per Linear Foot	\$ <u>425.-</u> \$ <u>25,500.-</u>
603.82218	200 LF	18" PE Pipe (Type S)		
			_____ per Linear Foot	\$ <u>315.-</u> \$ <u>63,000.-</u>
604.0007	12 EA	Polyethylene Liner		
			_____ per Each	\$ <u>150.-</u> \$ <u>1,800.-</u>
604.246	1 U	Drop Inlets Type D-F		
			_____ per Unit	\$ <u>4,250</u> \$ <u>4,250.-</u>
604.76	1 U	Grates & Frames, Type F		
			_____ per Unit	\$ <u>1,750.-</u> \$ <u>1,750.-</u>

Chestnut Hill Rd., cont.

604.4	4 U	Reconstructing/Adjusting Catch Basin & Drop Inlet		
			_____ per Each	\$ <u>1,000.-</u> \$ <u>4,000.-</u>
605.506	450 LF	6" Perf. Corr. Polyethylene Pipe Underdrain		
			_____ per Cubic Yard	\$ <u>175.-</u> \$ <u>78,750.-</u>
609.811	1,800 LF	Bituminous Curb, Type B (4" Reveal)		
			_____ per Linear Foot	\$ <u>15.-</u> \$ <u>27,000.-</u>
618.7	480 HR	Flaggers		
			_____ per Hour	\$ <u>55</u> \$ <u>26,400.-</u>
619.1	1 U	Maintenance of Traffic		
			_____ per Unit	\$ <u>22,500.</u> \$ <u>22,500.-</u>
628.2	300 LF	Sawed Bituminous Pavement		
			_____ per Linear Foot	\$ <u>3.-</u> \$ <u>900.-</u>
632.0104	10,300 LF	Reflective Paint Pave. Double Yellow 4" Center Line		
			_____ per Linear Foot	\$ <u>.75</u> \$ <u>7,725.-</u>
632.0104	10,300 LF	Reflective Paint Pave. Single White 4" Fog Line		
			_____ per Linear Foot	\$ <u>.35</u> \$ <u>3,605.-</u>

Chestnut Hill Rd., cont.

632.0112	25 LF	Retroreflective Paint Pave. Marking, 12" Line		
			_____ per Linear Foot	\$ <u>10</u> \$ <u>250,-</u>
645.531	500 LF	Silt Fence		
			_____ per Linear Foot	\$ <u>3</u> \$ <u>1,500,-</u>
646.51	2,300 SY	Turf Establishment with Mulch, Tackifiers, and 4" Loam		
			_____ per Square Yard	\$ <u>3.15</u> \$ <u>7,245,-</u>
692.	1 U	Mobilization		
			_____ per Unit	\$ <u>100,000</u> \$ <u>100,000</u>
699.	10,000 \$	Miscellaneous Temporary Erosion and Sediment Control		
			<u>Ten Thousand Dollars and Zero Cents</u>	
			_____ per Allowance	\$ <u>1.00</u> \$ <u>10,000</u>
1010.2	10,000 \$	Asphalt Cement Adjustment		
			<u>Ten Thousand Dollars and Zero Cents</u>	
			_____ per Allowance	\$ <u>1.00</u> \$ <u>10,000</u>

TOTAL BASE BID PART-1-A:

(in numerals) \$ † 966,695.  $\frac{XX}{100}$

(in words) † NINE HUNDRED SIXTY SIX THOUSAND, SIX HUNDRED NINETY FIVE,  $\frac{XX}{100}$

**Part – 2-A, Mack Hill Rd.** – 6,734 linear feet or 15,713 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	11 HR	Tree Trimming _____ _____	_____ per Hour	
			\$ <u>225</u>	\$ <u>2,475.-</u>
201.4	5 EA	Removing Stumps _____ _____	_____ per Each	
			\$ <u>100</u>	\$ <u>500.-</u>
203.1	50 CY	Common Excavation _____ _____	_____ per Cubic Yard	
			\$ <u>30.</u>	\$ <u>1,500.-</u>
203.601	25 CY	Embankment in Place _____ _____	_____ per Cubic Yard	
			\$ <u>20</u>	\$ <u>500.-</u>
203.9	3,500 LF	Roadway Ditching _____ _____	_____ per Linear Foot	
			\$ <u>2.75</u>	\$ <u>9,625.-</u>
304.301	50 CY	Crushed Gravel _____ _____	_____ per Cubic Yard	
			\$ <u>45</u>	\$ <u>2,250.-</u>
304.32	320 TON	Crushed Gravel for Shoulder Leveling _____ _____	_____ per Ton	
			\$ <u>30</u>	\$ <u>9,600.-</u>
304.401	25 CY	Crushed Stone (Fine Gradation) _____ _____	_____ per Cubic Yard	
			\$ <u>55</u>	\$ <u>1,375.-</u>

306.110	4,179 SY	Reclaimed Stabilized Base Processed in Place, 10" Deep (F)		
			per Square Yard	\$ <u>4</u> \$ <u>16,714.-</u>
403.11023	600 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)		
			per Ton	\$ <u>90</u> \$ <u>54,000.-</u>
403.11043	1,330 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
			per Ton	\$ <u>90</u> \$ <u>119,700.-</u>
403.12	50 TON	HBP-Hand Method		
			per Ton	\$ <u>150.-</u> \$ <u>7,500.-</u>
403.16	1791 LF	Pavement Joint Adhesive		
			per Linear Foot	\$ <u>1.75</u> \$ <u>3,134.<sup>25</sup>/<sub>100</sub></u>
403.18	489 TON	HBP - LEVELING COURSE		
			per TON	\$ <u>90</u> \$ <u>44,010.-</u>
410.22	943 GAL	Asphalt Emulsion for Tack Coat		
			per Gallon	\$ <u>5</u> \$ <u>4,715.-</u>
417.1181	350 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
			per LF	\$ <u>4</u> \$ <u>1,400.-</u>

Mack Hill Rd., cont.

585.3	20 CY	Stone Fill, Class C		
			per Cubic Yard	\$ <u>75</u> \$ <u>1,500.-</u>
618.7	160 HR	Flaggers		
			per Hour	\$ <u>55</u> \$ <u>8800.-</u>
619.1	1 U	Maintenance of Traffic		
			per Unit	\$ <u>1,500</u> \$ <u>1,500.-</u>
628.2	50 LF	Sawed Bituminous Pavement		
			per Linear Foot	\$ <u>3</u> \$ <u>150.-</u>
699	\$2,500	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL		
			per Allowance	\$ <u>1.00</u> \$ <u>2,500</u>
1010.2	\$7,500	Asphalt Cement Adjustment Seven Thousand Five Hundred Dollars and Zero Cents		
			per Allowance	\$ <u>1.00</u> \$ <u>7,500</u>

Mack Hill Rd., cont.

TOTAL BASE BID PART-2-A:

(in numerals) \$ 300,950.<sup>25</sup>/<sub>100</sub>

(in words) THREE HUNDRED THOUSAND  
NINE HUNDRED FIFTY DOLLARS AND <sup>25</sup>/<sub>100</sub>

**Part- 3-A, Melendy Hollow.** – 1,125 linear feet or 2,875 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	5 HR	Tree Trimming _____ _____	_____ per Hour	
			\$ <u>225</u>	\$ <u>1,125.-</u>
201.4	5 EA	Removing Stumps _____ _____	_____ per Each	
			\$ <u>100.-</u>	\$ <u>500.-</u>
203.9	500 LF	Roadway Ditching _____ _____	_____ per Linear Foot	
			\$ <u>2.75</u>	\$ <u>1,375.-</u>
304.32	100 TON	Crushed Gravel for Shoulder Leveling _____ _____	_____ per Ton	
			\$ <u>30</u>	\$ <u>3,000.-</u>
306.108	2,875 SY	Reclaimed Stabilized Base Processed in Place, 8" Deep (F) _____ _____	_____ per Square Yard	
			\$ <u>4</u>	\$ <u>11,500.-</u>
403.11023	410 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course) _____ _____	_____ per Ton	
			\$ <u>90</u>	\$ <u>36,900.-</u>
403.11043	250 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____ _____	_____ per Ton	
			\$ <u>90</u>	\$ <u>22,500.-</u>
403.12	10 TON	HBP-Hand Method _____ _____	_____ per Ton	
			\$ <u>150</u>	\$ <u>1,500.-</u>

Melendy Hollow, cont.

403.16	1,125 LF	Pavement Joint Adhesive		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>1.75</u>	\$ <u>1,968.<sup>75</sup>/<sub>100</sub></u>
410.22	173 GAL	Asphalt Emulsion for Tack Coat		
			_____	
			_____	
		_____ per Gallon	\$ <u>5</u>	\$ <u>865.-</u>
417.1181	225 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
			_____	
			_____	
		_____ per LF	\$ <u>4</u>	\$ <u>900.-</u>
603.82215	40 LF	15" PE PIPE (Type S)		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>275</u>	\$ <u>11,000.-</u>
603.82218	50 LF	18" PE PIPE (Type S)		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>350</u>	\$ <u>17,500.-</u>
618.7	80 HR	Flaggers		
			_____	
			_____	
		_____ per Hour	\$ <u>55</u>	\$ <u>4,400.-</u>
619.1	1 U	Maintenance of Traffic		
			_____	
			_____	
		_____ per Unit	\$ <u>1,500</u>	\$ <u>1,500</u>
628.2	50 LF	Sawed Bituminous Pavement		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>3</u>	\$ <u>150</u>



1010.2      \$2000      Asphalt Cement Adjustment  
 \_\_\_\_\_  
 Two Thousand Dollars and Zero Cents \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ per Allowance      \$ 1.00      \$ 2000

TOTAL BASE BID PART-3-A:

(in numerals) \$ 118,683.  $\frac{75}{100}$

(in words) ONE HUNDRED EIGHTEEN THOUSAND  
SIX HUNDRED EIGHTY THREE AND  $\frac{75}{100}$

**Part- 4-A, Deerwood Dr.** – 3,172 linear feet or 7,754 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.4	5 EA	Removing Stumps _____ _____	_____ per Each	
			\$ <u>100</u>	\$ <u>500</u>
201.52	6 HR	Tree Trimming _____ _____	_____ per Hour	
			\$ <u>225</u>	\$ <u>1350</u>
202.41	160 LF	Removal of Existing Pipe 0-24" Diameter _____ _____	_____ per Linear Foot	
			\$ <u>10</u>	\$ <u>1600.-</u>
203.1	50 CY	Common Excavation _____ _____	_____ per Cubic Yard	
			\$ <u>30</u>	\$ <u>1500.-</u>
203.601	25 CY	Embankment in Place _____ _____	_____ per Cubic Yard	
			\$ <u>20</u>	\$ <u>500.-</u>

Deerwood Dr., cont.

203.9	3,500 LF	Roadway Ditching		
		_____		
		_____		
		_____ per Linear Foot	\$ <u>2.75</u>	\$ <u>9,625.-</u>
304.301	50 CY	Crushed Gravel		
		_____		
		_____		
		_____ per Cubic Yard	\$ <u>45</u>	\$ <u>2,250.-</u>
304.32	150 TON	Crushed Gravel for Shoulder Leveling		
		_____		
		_____		
		_____ per Ton	\$ <u>30</u>	\$ <u>4,500.-</u>
306.110	5,197 SY	Reclaimed Stabilized Base Processed in Place, 10" Deep (F)		
		_____		
		_____		
		_____ per Square Yard	\$ <u>4</u>	\$ <u>20,788</u>
403.11023	735 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)		
		_____		
		_____		
		_____ per Ton	\$ <u>90</u>	\$ <u>66,150</u>
403.11043	660 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ <u>90</u>	\$ <u>59,400.-</u>
403.12	65 TON	HBP-Hand Method		
		_____		
		_____		
		_____ per Ton	\$ <u>150</u>	\$ <u>9,750.-</u>
403.16	2126 LF	Pavement Joint Adhesive		
		_____		
		_____		
		_____ per Linear Foot	\$ <u>1.75</u>	\$ <u>3720. <sup>50</sup>/<sub>100</sub></u>

Deerwood Dr., cont.

410.22	465 GAL	Asphalt Emulsion for Tack Coat		
			_____	
			_____	
		_____ per Gallon	\$ <u>5</u>	\$ <u>2,325.-</u>
417.1181	439 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
			_____	
			_____	
		_____ per LF	\$ <u>4</u>	\$ <u>1,756.-</u>
603.82212	120 LF	12" PE PIPE (Type S)		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>275</u>	\$ <u>33,000.-</u>
603.82218	40 LF	18" PE PIPE (Type S)		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>350</u>	\$ <u>14,000.-</u>
604.0007	1 EA	Polyethylene Liner		
			_____	
			_____	
		_____ per Each	\$ <u>150</u>	\$ <u>150.-</u>
604.154	1 U	Catch Basin Type E, 4-Foot Diameter		
			_____	
			_____	
		_____ per Unit	\$ <u>5,500</u>	\$ <u>5,500.-</u>
609.811	1,400 LF	Bituminous Curb, Type B (4" Reveal)		
			_____	
			_____	
		_____ per LF	\$ <u>15</u>	\$ <u>21,000.-</u>
618.7	240 HR	Flaggers		
			_____	
			_____	
		_____ per Hour	\$ <u>55</u>	\$ <u>13,200.-</u>

Deerwood Dr., cont.

619.1	1 U	Maintenance of Traffic		
			_____	
			_____	
		_____ per Unit	\$ <u>1,500</u>	\$ <u>1,500</u>
628.2	50 LF	Sawed Bituminous Pavement		
			_____	
			_____	
		_____ per Linear Foot	\$ <u>3</u>	\$ <u>150.-</u>
646.51	240 SY	Turf Establishment with Mulch Tackifiers and 4" Loam		
			_____	
			_____	
		_____ per Square Yard	\$ <u>3.15</u>	\$ <u>756.-</u>
1010.2	\$4,500	Asphalt Cement Adjustment		
		Four Thousand Five Hundred Dollars and Zero Cents	_____	
			_____	
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>4,500</u>
699	\$1,000	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL		
		One Thousand Dollars and Zero Cents	_____	
			_____	
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>1000</u>

TOTAL BASE BID PART 4-A:

(in numerals) \$

280,470.  $\frac{50}{100}$

(in words)

TWO HUNDRED EIGHTY THOUSAND,  
FOUR HUNDRED SEVENTY DOLLARS AND  
50/100

**Part- 1-B, Martingale Rd.** – 2,930 linear feet or 6,837 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	5 HR	Tree Trimming		
			_____	
			_____	
		_____ per Hour	\$ <u>225</u>	\$ <u>1,125.-</u>

Martingale Rd., cont.

201.4	2 EA	Removing Stumps		
			per Each	\$ <u>100</u> \$ <u>200.-</u>
202.41	90 LF	Removal of Existing Pipe 0-24" Diameter		
			per Linear Foot	\$ <u>10</u> \$ <u>900.-</u>
203.9	1,500 LF	Roadway Ditching		
			per Linear Foot	\$ <u>2.75</u> \$ <u>4,125.-</u>
304.32	50 TON	Crushed Gravel for Shoulder Leveling		
			per Ton	\$ <u>30</u> \$ <u>1500.-</u>
403.11053	385 TON	Hot Bituminous Pavement, Machine Method (1" @ 3/8" wearing course)		
			per Ton	\$ <u>90</u> \$ <u>34,650.-</u>
403.12	22 TON	HBP-Hand Method		
			per Ton	\$ <u>150</u> \$ <u>3,300.-</u>
403.18	288 TON	HBP-LEVELING COURSE		
			per Ton	\$ <u>90</u> \$ <u>25,920.-</u>
410.22	820 GAL	Asphalt Emulsion for Tack Coat		
			per Gallon	\$ <u>5</u> \$ <u>4,100.-</u>

Martingale Rd., cont.

417.1181	325 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
			_____	_____
			_____ per LF	\$ <u>4</u> \$ <u>4,300.-</u>
618.7	80 HR	Flaggers		
			_____	_____
			_____ per Hour	\$ <u>55</u> \$ <u>4,400.-</u>
619.1	1 U	Maintenance of Traffic		
			_____	_____
			_____ per Unit	\$ <u>1,500</u> \$ <u>1,500.-</u>
628.2	50 LF	Sawed Bituminous Pavement		
			_____	_____
			_____ per Linear Foot	\$ <u>3</u> \$ <u>150.-</u>
1010.2	\$1500	Asphalt Cement Adjustment		
		<u>One Thousand Five Hundred Dollars and Zero Cents</u>		
			_____	_____
			_____ per Allowance	\$ <u>1.00</u> \$ <u>1500</u>

TOTAL BASE BID PART-1-B:

(in numerals) \$ 84,670. <sup>00</sup>/<sub>100</sub>

(in words) EIGHTY FOUR THOUSAND, SIX HUNDRED SEVENTY DOLLARS

**Part- 2-B, Sherburne Dr.** – 375 linear feet or 875 Sq. Yds.

304.32	26 TON	Crushed Gravel for Shoulder Leveling		
		_____		
		_____		
		_____ per Ton	\$ <u>30</u>	\$ <u>780.-</u>
403.11043	85 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ <u>90</u>	\$ <u>7650.-</u>
403.12	2 TON	HBP-Hand Method		
		_____		
		_____		
		_____ per Ton	\$ <u>150</u>	\$ <u>300.-</u>
410.22	60 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gallon	\$ <u>5</u>	\$ <u>300</u>
417.1181	25 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____		
		_____		
		_____ per LF	\$ <u>4</u>	\$ <u>100.-</u>
618.7	16 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ <u>55</u>	\$ <u>880</u>
1010.2	\$250	Asphalt Cement Adjustment		
		Two Hundred Fifty and Zero Cents		
		_____		
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>250</u>

TOTAL BASE BID PART-2-B:

(in numerals) \$ 10,260.<sup>00</sup>/<sub>100</sub>

(in words) TEN THOUSAND, TWO HUNDRED SIXTY DOLLARS.

**Part 1-C Transfer Station parking lot – 3,144 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
403.11043	265 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		
		_____		
		_____		
		_____ per Ton	\$ <u>90</u>	\$ <u>23,850.-</u>
410.22	189 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gal	\$ <u>5</u>	\$ <u>945.-</u>
632.0104	1,000 LF	Reflective Paint Pave. Single White 4" Fog line		
		_____		
		_____		
		_____ per Linear Foot	\$ <u>.75</u>	\$ <u>750.-</u>
632.0112	30 LF	Retro-reflective Paint Pave. Marking, 12" Line		
		_____		
		_____		
		_____ per Linear Foot	\$ <u>20</u>	\$ <u>600.-</u>
1010.2	\$750	Asphalt Cement Adjustment Seven Hundred Fifty Dollars and Zero Cents		
		_____		
		_____		
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>750</u>

TOTAL BASE BID PART 1-C:

(in numerals) \$

\$ 26,895.00

(in words)

TWENTY SIX THOUSAND, EIGHT HUNDRED NINETY FIVE DOLLARS.



**Part 2-C DPW parking lot – 3,180 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
214.	1 U	Fine Grading _____		
		_____ per Unit	\$ <u>17,500.-</u>	\$ <u>17,500.-</u>
403.11023	447 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course) _____		
		_____ per Ton	\$ <u>90</u>	\$ <u>40,230.-</u>
403.11043	268 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____		
		_____ per Ton	\$ <u>90</u>	\$ <u>24,120.-</u>
410.22	191 GAL	Asphalt Emulsion for Tack Coat _____		
		_____ per Gal	\$ <u>5</u>	\$ <u>955.-</u>
1010.2	\$2000	Asphalt Cement Adjustment Two Thousand Dollars and Zero Cents _____		
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>2000</u>

TOTAL BASE BID PART 2-C:

(in numerals) \$

84,805. <sup>00</sup>/<sub>100</sub>

(in words)

Eighty Four Thousand Eight  
Hundred Five Dollars. -

**Part 1-D Mont Vernon Rd. – 1,000 LF or 2,555 SQ. YDS.**

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description &amp; Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
403.18	150 TON	HBP – LEVELING COURSE		
		_____		
		_____		
		_____ per Ton	\$ <u>90</u>	\$ <u>13,500.-</u>
410.22	153 GAL	Asphalt Emulsion for Tack Coat		
		_____		
		_____		
		_____ per Gal	\$ <u>5</u>	\$ <u>765.-</u>
618.7	16 HR	Flaggers		
		_____		
		_____		
		_____ per Hour	\$ <u>55</u>	\$ <u>880.-</u>
1010.2	\$500	Asphalt Cement Adjustment		
		_____ Five Hundred Dollars and Zero Cents _____		
		_____		
		_____ per Allowance	\$ <u>1.00</u>	\$ <u>500</u>

TOTAL BASE BID PART 1-D:

(in numerals) \$

\* 15,645. <sup>XX</sup>/<sub>100</sub>

(in words)

FIFTEEN THOUSAND SIX HUNDRED FORTY FIVE DOLLARS. -

SUMMARY OF BID:

PART -1-A	\$	<u>966,695. <sup>XX</sup>/<sub>100</sub></u>
PART -2-A	\$	<u>300,950. <sup>25</sup>/<sub>100</sub></u>
PART -3-A	\$	<u>118,683. <sup>75</sup>/<sub>100</sub></u>
PART -4-A	\$	<u>280,470. <sup>70</sup>/<sub>100</sub></u>
PART -1-B	\$	<u>84,670. <sup>XX</sup>/<sub>100</sub></u>
PART -2-B	\$	<u>10,260. <sup>XX</sup>/<sub>100</sub></u>

PART -1-C           \$    26,895. <sup>XX</sup>/<sub>100</sub>

PART -2-C           \$    84,805. <sup>XX</sup>/<sub>100</sub>

PART -1-D           \$    15,645. <sup>XX</sup>/<sub>100</sub>

TOTAL BASE BID PRICE- "A", "B", "C", & "D" Portions  
\$ \_\_\_\_\_

*+ 1,889,074.  $\frac{50}{100}$*

*ONE MILLION EIGHT HUNDRED EIGHTY NINE  
THOUSAND SEVENTY FOUR DOLLARS AND  $\frac{50}{100}$*   
TOTAL BASE BID PRICE - ALL "A", "B", "C" & "D" PARTS WRITTEN

The award of this project will be selected on the basis of most reasonable and responsible BIDDER, based on the LOWEST REASONABLE TOTAL BASE BID PRICE for all Parts.

BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_

EXECUTION

Seal (if corporation)

*Ken Wood*

\_\_\_\_\_  
Pike Industries, Inc.(Signature of BIDDER) Ken Wood

Area Manager  
(Title of BIDDER)

3 Eastgate Park Road  
(Business address of BIDDER)

Belmont, NH 03220  
(Town, State and Zip Code)

Dated the 21st day of April, 2023



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Town Common Request, Fourth of July Committee      **Department:** Administration

**Meeting Date:** May 22, 2023      **Staff Contact:**

---

**BACKGROUND INFORMATION:**

Signed form will be included in BOS Folder

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

I move to approve the annual request of the Fourth of July Committee for use of the Town Commons on July 4, 2023 from 6am - 2 pm for the activities and events planned for celebrating the Fourth of July.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. TOWN OF AMHERST, NH

TOWN OF AMHERST, NH  
USE OF TOWN COMMONS REQUEST

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Amherst 4<sup>th</sup> of July Contact Name: Deb Polatchek

Contact Phone Number: 631-902-8490 Contact e-mail: Amherstnh4<sup>th</sup>@gmail.com

Date of Event: July 4, 2023 Hours (from/ to): 6am-2pm Number of est. participants: 2000

Will you need Electricity? yes If so, for what? food, amplification of sound

Wish to bring anything onto the Commons? IF so, what? yes, tables, displays, bandstand, booths, activities

Wish to drive anything onto the Commons? NO

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? NO

Request road closures? (Please identify intersections) main st + middle st, main + court st, main + Manchester Rd, Davis + Foundry, Foundry + Boston Post

Boston Post + School St, Davis + carriage, Davis + main st, Boston Post + main st, Boston Post + carriage

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) \_\_\_\_\_

Brief Description of event.:  
Amherst fourth of July parade + activities on the green.

Requirements: By signing this document, I agree to abide by all applicable requirements.

1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature: [Signature] Date: 4/11/23

This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.

Chief of Police Approval: Signature \_\_\_\_\_ Date: \_\_\_\_\_

Fire/ Rescue Chief Approval: Signature \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Director Approval: Signature \_\_\_\_\_ Date: \_\_\_\_\_

BOS Approval: Chair's Signature \_\_\_\_\_ Date: \_\_\_\_\_



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Assessing

**Department:** Assessing

**Meeting Date:** May 22, 2023

**Staff Contact:** Michele Boudreau

---

## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Current Use**

**Item A.** Upon inspection of 2023 building permits, it was noticed the property at 1 Winterberry Drive is using more than one acre of land for buildings and manicured area. The assessor was notified and did a field inspection to verify this information. No longer having qualifying acreage in Current Use, a penalty for 10 acres of residual land should be issued. The property owner has been notified by letter of the upcoming Land Use Change Tax bill. The market value of the parcel at the time of disqualification is to be \$95,800.00 and the Land Use Change Tax will be 10% of market value or \$9,580.00.

Please be advised this value has been concluded by following RSA 79-a:7 which states a municipality may use the equalized assessed value as a basis for the Land Use Change Tax.

#### **Suggested Motion:**

Our Assessor has recommended a Land Use Change Tax as referenced in the above memo. Therefore, I move to approve the Land Use Change Tax for Map 008, Lot 051-002 in the amount of \$9,580.00.

#### **Veteran Tax Credit Denial**

**Item B.** The applicant has applied after the April 15th statutory deadline for the Veteran Tax Credit and therefore doesn't qualify for the Tax Credit under RSA 72:28 for the 2023 tax year. He may apply again for 2024 on or before April 15th, 2024.

#### **Suggested Motion:**

The attached application has been reviewed by our assessor and our assessor recommends denying this credit. Therefore, I move to deny the Veteran Tax Credit for

tax year 2023 for Map 002, Lot 098-019.

**Elderly Exemption Denial**

**Item C.** The applicant has submitted their financial information for the 2023 tax year for an Elderly Exemption renewal under RSA 72:39-a. Due to part of the residence being rented, the taxpayer is claiming roughly 1/3 of the property as rental. Therefore, 1/3 of the equalized property value should be considered as part of their assets. Coupled with the other declared assets, they exceed the \$165,000 limit Amherst has adopted.

**Suggested Motion:** The assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and recommends removal. Therefore, I move to remove the Elderly Exemption for Map 002, Lot 146-019 commencing in Tax Year 2023.

**Solar Exemption Approvals**

**Item D.** The assessor has reviewed the attached Solar Exemption Applications provided and the applicants qualify for the tax exemption under RSA 72:62 for the 2023 tax year. Previously, Amherst assessed solar arrays when the taxpayer applied for the exemption. With the increased number of solar installations, all solar arrays are being assessed and the exemption applied when the necessary paperwork is submitted. The exemption is typically the same amount as the assessed value of the solar equipment except for the battery backup equipment. This creates a tax neutral status on solar equipment installations up to the exemption cap of \$30,000.

**Suggested Motion:**  
Our Assessor has reviewed the applications for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the attached list of properties commencing in the tax year 2023.

<b>MBLU</b>	<b>EXEMPTION AMOUNT</b>
001-032-005	\$20,000
002-127-001	\$15,000
002-163-028	\$15,000
002-170-032	\$30,000
002-178-025	\$17,500
003-076-004	\$15,000
004-037-000	\$15,000
004-052-022	\$15000
004-066-001	\$10,000
004-126-001	\$17,500
005-064-003	\$20,000
007-052-000	\$17,500
007-070-000	\$17,500



### **Abatement Recommendation**

**Item E.** The property owners have appealed for the assessment of their property due to discovering the ground water contained elevated levels of PFAS. The water for this property is currently being serviced by Pennichuck Water Works. After a review of the sales in Amherst and a conversation with the Merrimack Assessor, it has been determined that up to this point there is no evidence in the sales that the presence of PFAS in the water or in the soil has an impact on property values.

In addition, after questioning local realtors, it appears there is a general practice to recommend having well water tested for PFAS prior to a purchase if the property is in a location where levels have been confirmed to be elevated. If the results are elevated, it is typically mediated by a filtration system similar to how high arsenic, radon, and other contaminants are rectified or by connection to a private water supplier, with little or no impact on the sale of the property.

Therefore, it is recommended the abatement application be denied for the 2022 tax year.

#### **Suggested Motion:**

The Assessor recommends denial of a corresponding abatement request. Therefore, I move to deny the abatement for Tax Year 2022 for Map 006, Lot 115-001.

**Item F.** The property owners have appealed for the assessment of their property due to discovering the ground water contained elevated levels of PFAS. The water for this property is currently being serviced by Pennichuck Water Works. After a review of the sales in Amherst and a conversation with the Merrimack Assessor, it has been determined that up to this point there is no evidence in the sales that the presence of PFAS in the water or in the soil has an impact on property values.

In addition, after questioning local realtors, it appears there is a general practice to recommend having well water tested for PFAS prior to a purchase if the property is in a location where levels have been confirmed to be elevated. If the results are elevated, it is typically mediated by a filtration system similar to how high arsenic, radon, and other contaminants are rectified or by connection to a private water supplier, with little or no impact on the sale of the property.

Therefore, it is recommended the abatement application be denied for the 2022 tax year.

#### **Suggested Motion:**

The Assessor recommends denial of a corresponding abatement request. Therefore, I move to deny the abatement for Tax Year 2022 for Map 006, Lot 115-008.

### **Levy of Tax Warrant July 2023**

**Item G.** The attached is a Levy of 2023 Tax Warrant directing the Tax Collector to collect the taxes in the list herewith committed in the sum of twenty-four million, nine

hundred fifty-four thousand, six hundred fifty five dollars and zero cents (\$24,954,655.00). The Department of Revenue requires the Warrant be signed by the governing Board of Selectmen.

**Suggested Motion:**

Therefore, I move to approve and sign the July 2023 Tax Warrant in the amount of \$24,954,655.00.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. Item A Confidential
- 2. Item B Confidential
- 3. Item C Confidential
- 4. Item D Confidential
- 5. Item E Confidential
- 6. Item F Confidential
- 7. Item G Confidential
- 8. Item G-1 Confidential



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Baboosic Lake Community Septic Warrants

**Department:** Tax Collector

**Meeting Date:** May 22, 2023

**Staff Contact:** Gail Stout

---

## **BACKGROUND INFORMATION:**

The Baboosic Lake Community Septic Warrants due for July 3, 2023 are being submitted for approval and signature.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

To approve and sign.

## **SUGGESTED MOTION:**

I move to approve and sign the Baboosic Lake Community Septic Warrants due for July 3, 2023 as follows:

Phase I	\$ 2,061.36
Phase II	\$ 2,398.40
Phase III	\$ 6,657.10
Phase IV	\$ 4,731.35

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Septic Warrants Confidential BOS Packet MAY 22 2023
2. Septic Warrants Public BOS Agenda May 22 2023



## TOWN OF AMHERST

2 Main Street  
Amherst, NH 03031  
www.amherstnh.gov  
Tel. (603) 673-6041 ext. 201 Fax (603) 673-4138

### TAX COLLECTOR'S WARRANT

### STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes  
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase I quarterly invoice for the properties included in the attached list, amounting in all to the sum of Two Thousand, Sixty-One Dollars and Thirty-Six Cents (\$2,061.36).

With interest at eight (8) percent per annum from the 3<sup>rd</sup> day of July, 2023 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 22<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Peter Lyon

\_\_\_\_\_  
Danielle Pray

\_\_\_\_\_  
William Stoughton

\_\_\_\_\_  
Thomas Grella

\_\_\_\_\_  
John D'Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street  
Amherst, NH 03031  
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR’S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes  
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase II Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Two Thousand, Three Hundred, Ninety-Eight Dollars and Forty Cents (\$ 2,398.40).

With interest at eight (8) percent per annum from the 3<sup>rd</sup> day of July, 2023 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer’s designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 22<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Peter Lyon

\_\_\_\_\_  
Danielle Pray

\_\_\_\_\_  
William Stoughton

\_\_\_\_\_  
Thomas Grella

\_\_\_\_\_  
John D’Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street  
Amherst, NH 03031  
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes  
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase III Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Six Thousand, Six Hundred Fifty-Seven Dollars and Ten Cents (\$ 6,657.10).

With interest at eight (8) percent per annum from the 3<sup>rd</sup> day of July, 2023 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 22<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Peter Lyon

\_\_\_\_\_  
Danielle Pray

\_\_\_\_\_  
William Stoughton

\_\_\_\_\_  
Thomas Grella

\_\_\_\_\_  
John D'Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street  
Amherst, NH 03031  
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT  
STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes  
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase IV Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Four Thousand, Seven Hundred, Thirty-One Dollars and Thirty-Five Cents (\$ 4,731.35).

With interest at eight (8) percent per annum from the 3<sup>rd</sup> day of July, 2023 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 22<sup>nd</sup> day of May, 2023.

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Thomas Grella

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John D'Angelo

Board of Selectmen, Amherst, New Hampshire



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** AP, Payroll and Minutes  
**Meeting Date:** May 22, 2023

**Department:** Administration  
**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Payroll**

PR1~ I move to approve one (1) FY23 Payroll Manifest in the amount of \$240,959.94 dated May 18, 2023, subject to review and audit.

#### **Accounts Payable**

**AP1** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$32,681.82 dated May 3, 2023, subject to review and audit. (NH DMV)

**AP2** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$45,393.22 dated May 17, 2023, subject to review and audit. (NH DMV) . (NH DMV)

**AP3** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$5,674.45 dated April 4, 2023, subject to review and audit. (Vendor)

**AP4** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$6,432.49 dated May 5, 2023, subject to review and audit. (Vendor)

**AP5** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$1,342,058.87 dated May 9, 2023, subject to review and audit. (Vendor)

#### **Minutes**

~ I move to approve the Board of Selectmen meeting minutes of May 8, 2023.

### **TOWN ADMINISTRATOR RECOMMENDATION:**



ATTACHMENTS:

1. 2023.05.08 BOS\_DRAFT



**Town of Amherst, NH**  
**BOARD OF SELECTMEN MEETING MINUTES**  
**Barbara Landry Meeting Room**  
**2 Main Street**  
**Monday, May 8, 2023, 6:30PM**

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,  
2 Selectman Pray, and Selectman Grella

3  
4 Also present: Town Administrator Dean Shankle, and Recording Secretary, Kristan Patenaude

5  
6 **1. Call to Order**

7 Chairman Peter Lyon called the meeting to order at 6:30 p.m.

8  
9 **2. Pledge of Allegiance** – led by John Harvey, Amherst Conservation Commission.

10  
11 **3. Citizen's Forum**

12  
13 John Bowler, Washer Cove Road, thanked the Board for allowing Bow to use one of  
14 Amherst's fire engines, while theirs was out of service. He noted that he has been a firefighter  
15 in Town for eight years. In his own view, he is disappointed with the stance that the Board  
16 recently took toward Chief Conley's proposal to keep a third ambulance as an extra for the  
17 Town. The cost of ambulances is skyrocketing, and lead times are very long. The Department  
18 is incredibly lucky to have found a demo vehicle, and another town would have likely  
19 purchased this vehicle if Amherst did not. It would be helpful for the Town to have a third  
20 ambulance in case one of the other two goes out of service, as happened last summer. If an  
21 ambulance goes out of service it could take weeks to months for it to be repaired. This would  
22 leave Amherst with only one operational ambulance and more likely to need mutual aid. He  
23 noted that Milford, Bedford, and Merrimack all have three ambulances and use the third when  
24 needed. Every time Amherst needs to call for mutual aid it is a loss in revenue for the Town.  
25 Calling for mutual aid could also lead to residents in Town having to wait to receive service.  
26 The cost of keeping a third ambulance would be minimal.

27  
28 **4. Public Hearing Pursuant to New Hampshire RSA 36-A:5, and 41:14-a**  
29 **4.1 Public Hearing: Pursuant to New Hampshire RSA 36-A:5, and 41:14-a,**  
30 **Open Space Bond**

31  
32 Chairman Lyon noted that the Conservation Commission is in attendance for this public  
33 hearing. He then read the notice for this public hearing:

34  
35 *Pursuant to New Hampshire RSA 36-A:5, and 41:14-a, the Amherst Board of Selectmen and*  
36 *the Amherst Conservation Commission hereby announce to the citizens of Amherst the*  
37 *convening of a Public Hearing to take input on the acquisition of several properties by the*  
38 *Town to be held and controlled by the Conservation Commission. The Town is considering*

39 the purchase of the following three parcels with corresponding owners of record and expected  
40 closing dates: Tax Map 6 Lot 2 Kevin G. Curran, closing no later than June 30, 2023; Tax  
41 Map 6 Lot 9 Kevin G. and Claudine B. Curran, closing no later than July 31, 2023; and Tax  
42 Map 6 Lot 7 Kevin G. Curran, closing no later than July 31, 2024. These three parcels are all  
43 part of a single plan of conservation, a single purchase and sale agreement with the sellers,  
44 and are being purchased at different times to comply with the financing parameters in the  
45 2021 Town Meeting vote authorizing borrowing money for conservation purposes. The Town  
46 intends to follow the RSA 41:14-a process once for all three lots. All interested citizens have  
47 been invited to attend this meeting.

48  
49 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to enter  
50 into a Public Hearing Pursuant to NH RSA 36-A:5, and 41:14-a at 6:37pm.  
51 Voting: 5-0-0; motion carried unanimously.

52  
53 Jared Hardner stated that Amherst Conservation Commission members present include  
54 himself, Rob Clemens, Frank Montesano, Mark Bender, and John Harvey.

55  
56 Jared Hardner explained that this acquisition is in response to a mandate from residents to  
57 conserve open space in Town. During the recent Master Plan survey, residents stated that their  
58 number one priority was to protect water resources in Town, with a secondary priority of  
59 preserving the rural aesthetic and open space/natural resources. The Amherst Conservation  
60 Commission (ACC) followed through on this by proposing Warrant Article 22, which passed  
61 Town Meeting in 2021. This allowed the Town to raise \$6M for open space land acquisitions,  
62 with no more than \$2M to be used in any year. Following this, an Open Space Advisory  
63 Committee was formed, which reviewed all potential acquisition deals. The group  
64 unanimously put forward the Curran property acquisition proposal. This acquisition consists  
65 of three parcels totaling 178 acres. This land sits in the middle of 1,200 acres of open space. If  
66 developed, this area would become fragmented and would be less likely to support a wide  
67 variety of wildlife. The acquisition of this property allows for an enormous opportunity to  
68 protect a large area of land in Town. There is currently a 43-house development which has  
69 already been submitted to the Planning Board for this property. This land is considered  
70 irreplaceable from a natural resource protection standpoint, and it has the highest conservation  
71 value in the State. This land connects two already protected areas of Town, allowing for a  
72 wide range of recreation potential. The proposed acquisition price is \$5.4M which was  
73 negotiated over a number of months and supported by independent appraisals. A purchase and  
74 sale agreement was signed on March 31, 2023, contingent on this public hearing process.

75  
76 Chairman Lyon asked for public comment. He noted that there was no public comment at this  
77 time. As required by statute, the board will vote on this proposed acquisition one week from  
78 tonight during a special meeting. Part of the discussion during that meeting will include the  
79 parameters of the proposed borrowing for this acquisition.

80  
81 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to  
82 close the Public Hearing.

83 Voting: 5-0-0; motion carried unanimously.

84

85

## 5. Board Appointment

86 **5.1 NRPC, Danielle Pray**

87  
88 Chairman Lyon noted that this item would not be taken up this evening.  
89

90 **8. Staff Reports**

91 **8.2 Amherst Highway Safety Committee Report – *The Board took up this item***  
92 ***at this time.***

93  
94 Police Chief Reams explained that the Highway Safety Committee is comprised of himself,  
95 the Fire Chief, Selectman D’Angelo, the Superintendent of Schools, and DPW Director, Eric  
96 Slosek. The Committee recently met to discuss public concerns raised regarding the volume  
97 of truck traffic and speeding on Boston Post Road and throughout the Village. There is a  
98 broader study being conducted by Mobycon which is also planned to address this issue. The  
99 Committee agreed that one easy item to address is lowering the speed limit on Boston Post  
100 Road within the area of the Village from 30mph to 25mph. The road already has a 25mph area  
101 posted and this will extend that.

102  
103 Chief Reams explained that the Committee compiled crash data. From the time period of  
104 2005-2023, there have been four accidents in the area in question. None of those was speed  
105 related. This area is statistically very safe but due to the presence of the schools along the road  
106 and the needs of the local community, reducing the speed to 25mph within the Village along  
107 Boston Post Road seems to make sense. This will also allow for an increased Police presence  
108 and enforcement in this area, without significantly impacting travel. The Committee voted  
109 unanimously in favor of recommending this reduction to the Board.

110  
111 In response to a question from Chairman Lyon, Chief Reams stated that, outside of the  
112 Souhegan High School area, this section of road currently has the strongest presence of Police  
113 vehicles on a daily basis. Chief Reams explained that this area sees approximately 5,000  
114 vehicle trips per day. If vehicles are traveling slightly above the speed limit, there is not much  
115 the Police can do enforcement-wise. The Police must follow the standards for being  
116 reasonable and consistent with how enforcement is handled throughout Town.

117  
118 In response to a question from Selectman Grella, Chief Reams explained that State statute  
119 allows for speeds within school zones to be reduced to 10mph below the posted speed limit  
120 for 45-minute periods before and after school. Most towns follow this statute.

121  
122 The Board agreed to schedule the two required public hearings to address the proposed  
123 ordinance to change the speed along sections of Boston Post Road in the Village to 25mph.  
124

125 Chief Reams stated that the only permanent speed measurement sign in Town is across from  
126 Sunset Road on Boston Post Road. Previous collected data found that the average southbound  
127 speed coming into Town from Wilkins School was 35mph in the 25mph zone. In response to  
128 this, the digital speed sign was installed. Since that time, data shows that the average speed  
129 has been reduced by 5mph, to 30 mph. Traffic traveling northward in this area has an average  
130 speed of 29mph. It appears that the sign has had the desired effect since being installed about  
131 one year ago.  
132

133 Regarding no thru trucking, Chief Reams explained that common threads to complaints from  
134 residents seem to revolve around a dislike of the noise and appearance of large trucks passing  
135 through the Village. While there are some existing no thru trucking signs posted around  
136 Town, it is unclear how these were installed as there is no ordinance for them. In speaking  
137 with Town Counsel, the Town can enact a no thru trucking road, but there is no case law to  
138 support this. Any restriction is discriminatory in nature and frustrates public use. This item  
139 will need to be further explored with Town Counsel and administration. The Town will need  
140 to consider that there would have to be other reasonable routes for trucking if an ordinance is  
141 enacted.

142  
143 Regarding speed complaints for trucks and heavy vehicles, Chief Reams explained that he  
144 personally collected data for 1.5 weeks in the Village. He found that the speed of 18-wheel  
145 trucks, dump trucks, etc., were compliant with the existing speed limits, with an average speed  
146 of 27mph. During the time period, he clocked 79 trucks, or approximately 8.2 trucks per hour.  
147 He noted that larger vehicles sometimes appear to be moving faster based on their size. This  
148 can be intimidating to those along the road. The Town should consider if this is a quality-of-  
149 life issue for those who live in the Village, or a safety issue.

150  
151 Selectman D'Angelo stated that the Board cannot solve a quality-of-life issue for those who  
152 live within 30' of a main roadway in Town. The Board should focus on the proposed safety  
153 issue by approving the recommendation to reduce the speed along parts of this road.

154  
155 Selectman Pray asked if Chief Reams was able to determine where some of the large trucks  
156 are coming from. Chief Reams stated he could not tell in most cases, but that these may be  
157 from local businesses. Selectman Pray noted that, based on the size and weight of some of  
158 these vehicles, the speed at which they travel could still be a concern based on stopping  
159 distances. Chief Reams noted that there are federal guidelines for this item. He noted that,  
160 within the last 18 years, there have been four crashes in this area of Town compared to 57  
161 crashes along the section of Boston Post Road near Souhegan High School during the same  
162 time period. He believes there is a traffic calming effect when entering the Village. Selectman  
163 Pray suggested asking NRPC to determine if there are other routes that trucks could take in  
164 case the Selectmen do consider a no thru trucking ordinance.

165  
166 Selectman Stoughton asked about the use of jake brakes. Chief Reams stated that he did not  
167 hear these used on the days he studied the traffic in this area. He noted that the Committee  
168 would not likely take up this issue, as it is not a safety concern.

169  
170 Chairman Lyon asked if the Town would generally only limit truck traffic to preserve local  
171 roads and bridges. Chief Reams explained that the weight issue is controlled by statute. There  
172 is a separate RSA which allows the Board to restrict traffic flow within its jurisdiction but  
173 there is no case law to justify this with the data in hand.

174  
175 Doug Chabinsky stated that the data gathered was only from a small snapshot of time and not  
176 representative of the truck speeds he has witnessed through the Village. He stated that he  
177 believes most of the dump trucks are cutting through Amherst from a gravel pit in New  
178 Boston. He believes judging truck speed by the eye usually underestimates it but, regardless  
179 of the speed, large trucks are an issue. A commercial volume of trucks will not maintain the

180 Village’s character, as 83% of respondents rated as a priority during the Master Plan survey.  
181 This is not simply about a quality-of-life issue. He stated that he believes if these traffic issues  
182 were occurring in any other neighborhood in Town, something would be done.  
183

184 Will Ludt, 3 School Street, stated that he believes the thru trucking issue needs to be resolved,  
185 even if there is not clear case law for it. This issue cannot die on the vine. This is a quality-of-  
186 life issue for many in the Village.  
187

188 John Harding asked about the legality of thru trucking as Bedford seems to have this posted  
189 throughout the town. Chairman Lyon stated that the Board needs to first determine if it wants  
190 to do this and then the legal way to do so.  
191

192 Selectman D’Angelo asked where traffic would be siphoned to. This might force all trucking  
193 into Milford. There is not a safety problem, per the data in hand. The safest thing to do seems  
194 to be to lower speeds, as suggested, and the installation of the speed sign. Creating a no thru  
195 trucking zone through the Village would require a legally valid reason, outside of the fact that  
196 some people live close to the main road.  
197

198 Selectman Stoughton stated that he believes it would be worth knowing where trucks would  
199 be detoured to if no thru trucking was considered for the Village. He was surprised to see the  
200 number of trucks passing through the Village, especially in the early morning hours. The  
201 numbers do not reflect residential trucking numbers. He believes this is worth more of a study.  
202

203 Eric Slosek noted that moving traffic elsewhere from the Village could create a problem for  
204 others by increasing traffic in an area that it would not otherwise be. He explained that he has  
205 researched a type of paint treatment for sidewalks that will make them look raised. It would  
206 likely have local impact only the first few times someone comes across it. He spoke to Wilton  
207 regarding the speed bumps it installed in its town center. He was told that these have been  
208 effective in reducing speeds. This may be an item that comes from the Mobycon report.  
209 Another option would be installing temporary speed bumps until the Mobycon report is  
210 complete. However, he discussed this method with Brookline and was told they were not very  
211 effective and a nuisance to install.  
212

213 Chairman Lyon stated that he and Town Administrator Shankle would speak to Town Counsel  
214 regarding potential trucking ordinances.  
215

216 Chief Reams noted that installing speed bumps would be a permanent fixture in Town. The  
217 Board may want to make sure these would not compete with other design fixtures that may be  
218 proposed in the future. There is no data to suggest a glaring safety need. Chairman Lyon noted  
219 that large trucks may have to shift up and down going over these as well. Selectman Pray  
220 noted that speed bumps could slow police and fire response times. Chairman Lyon asked Eric  
221 Slosek to examine this item and potential costs further.  
222

## 223 **6. Scheduled Appointments**

### 224 **6.1 Jack Cody, Request for use of Town Common**

225 Jack Cody explained that he is working on a senior film project called “Street Piano.” He is  
226 requesting use of the Green on June 3, 2023, from 10am-4pm for filming.

227 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to*  
228 *approve the request for use of the Town Common on June 3, 2023, from 10am-4pm.*  
229 *Voting: 5-0-0; motion carried unanimously.*  
230

## 231 **6.2 Don Holden, Souhegan CERT**

232 Don Holden, Deputy Emergency Manager for the Town, explained that he founded CERT in  
233 2009. There are currently 15 members. The group has also created a 501 (c)(3) charitable  
234 corporation called Souhegan Civil Defense, chartered to support the Souhegan CERT. He  
235 explained that CERT's charter is for disaster response. New members take a 20-hour course to  
236 learn how to help themselves and others during emergencies. CERT can be activated by the  
237 Fire and Police departments to aid in situations. Most of the gear that CERT uses was funded  
238 through a FEMA grant, however these are no longer provided. It is hoped that the charitable  
239 organization will be able to help raise the necessary funds. He noted that it is a challenge to  
240 recruit new members and keep the group's social media up to date.

241  
242 Chairman Lyon thanked Mr. Holden for his years of work for the Town and CERT for its  
243 efforts. He noted that information about CERT will be placed in an upcoming Board  
244 newsletter.  
245

## 246 **7. Administration**

### 247 **7.1 Administrative updates**

248 Town Administrator Shankle stated that he has received two emails from Bruce Mayberry  
249 regarding impact fees. The Board will discuss these at its next meeting.  
250

### 251 **7.2 Protest petition update**

252 Town Administrator Shankle reviewed the results of the protest petition review completed by  
253 NRPC. Article 40 passed, Article 41 failed, Article 43 failed, Article 49 passed, Article 50  
254 passed, Article 51 failed, and Article 52 failed. A memo from NRPC with details, including a  
255 GIS analysis, will be placed on the Town's website. Also included will be a letter from the  
256 Town's attorney, regarding why Articles 49 and 50 passed. Town Administrator Shankle  
257 stated that he has received some questions as to NRPC's approach for this review. He noted  
258 that it was a four-pronged approach including identifying the areas affected by the proposed  
259 zoning change, a 1/3 test to determine if the protest petitions did not cover an area exceeding  
260 1/3 of the entire Town, a determination of the petitioned lots, and a 20% calculation of those  
261 owning lots within the proposed zoning change.  
262

263 Chairman Lyon noted that the work done was a collaborative effort between NRPC and Tow  
264 counsel. A determination has been made and the Board can now consider accepting that  
265 determination.  
266

267 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
268 *accept the results of the protest positions as communicated by the Town Administrator.*  
269 *Voting: 5-0-0; motion carried unanimously.*  
270

### 271 **7.3 PFAS update**

272 Town Administrator Shankle explained that the State has taken interest in the community  
273 gardens, due to PFAS found there. There will be an information session with gardeners

274 tomorrow. The State would like to drill test borings to determine how PFAS came to the site.  
275 PFAS was found in the water at the site, and the water has since been filtered. PFAS was also  
276 found in the compost on site, which was brought from the seacoast and considered a more  
277 common issue. In order to test the site, the State needs permission from the Town. This could  
278 be conditioned upon review by the consulting counsel the Town has been using for PFAS  
279 items.

280  
281 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
282 *authorize the Town Administrator to permit the State to take test borings at the community*  
283 *gardens, after checking with the Town's counsel representing PFAS issues.*  
284 *Voting: 5-0-0; motion carried unanimously.*

285  
286 Town Administrator Shankle stated that the State submitted comments regarding Sanborn  
287 Head's focused site investigation. The State agreed with the recommendations from the  
288 investigation. A draft memo noted that 20 houses on Thornton Ferry Road I can be removed  
289 from the PFAS list of properties the Town is responsible for, leaving three remaining. The  
290 Board may want to consider what to do for those three houses, including connecting them to  
291 Pennichuck Water. The Board agreed to wait to hear more results from additional Sanborn  
292 Head testing before making decisions on this item.

293  
294 Town Administrator Shankle noted that Sanborn Head has submitted a scope of work for this  
295 additional testing. The draft plan is estimated to cost approximately \$55,000. This study  
296 should examine how to mitigate the potential threat of PFAS from the Fire Station and keep it  
297 from leaching out. The plan will include a subsurface exploration program.

#### 298 299 **7.4 Partnership with SNHU**

300 Jennifer Stover, Executive Assistant, noted that it is open enrollment time. She is  
301 recommending the Town partner with SNHU for a 10% discount to online classes. This is at  
302 no cost or obligation to the Town. The program will benefit family members and other  
303 relations to employees of the Town.

304  
305 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*  
306 *support the Town partnering with and signing up for the SNHU discounted class program.*  
307 *Voting: 5-0-0; motion carried unanimously.*

#### 308 309 **7.5 Unanticipated Revenue**

310 Debbie Bender, Finance Director, explained that Pennichuck Water has taken ownership for  
311 the new water line meters installed as part of the PFAS project. This amount of unanticipated  
312 revenue will be used to offset the amount of reimbursement through ARPA for the project.

313  
314 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
315 *accept \$9,957.15 as unanticipated revenue from Pennichuck Water.*  
316 *Voting: 5-0-0; motion carried unanimously.*

#### 317 318 **7.6 Sick Leave Policy review**

319 Chairman Lyon explained that in February the Department Heads requested a change to the  
320 Sick Leave policy to allow for a payout of unused accumulated sick bank time upon



321 termination of employment at 100%. A change in policy came about from a March 2020  
322 memo Prior to March of 2020, and going back for at least the preceding 30+ years, the Town  
323 required employees to “bank” at least 50% of their unused sick time at the end of each year of  
324 employment. Employees would then be paid at their normal hourly rate for the remaining 50%  
325 of their unused sick time upon their yearly anniversary. Once the sick bank reached a cap of  
326 240 hours, then the employee would be paid annually for all unused sick time. However, in  
327 March of 2020, the Town policy changed to allow employees to elect to be paid for  
328 100% of their unused sick time at the end of each year, ending the mandatory 50%  
329 contribution policy. This has created a conflict amongst more tenured employees who were  
330 not afforded the opportunity to be paid for all unused sick time and were forced to “bank” at  
331 least a portion of those hours. The Board could decide if it wants to provide the sick leave  
332 payout at termination and/or change the policy back to what it originally was.

333

334 Chief Reams stated that there was consensus among the subcommittee that studied this item  
335 that reverting back to an old policy, after having carried on in the same way for the past three  
336 years, would remove benefits employees have grown used to. The current policy provides  
337 more opportunities to employees and should be seen as an advantage.

338

339 Selectman Stoughton stated that he believes the previous policy should be reverted to, as the  
340 change was made without Board approval. This policy could be reviewed in the future. From  
341 looking at comparisons to other towns, it is clear Amherst is behind in terms of total benefit  
342 hours paid out to employees upon termination. If the Town wants to reward its employees  
343 fairly, and attract and retain employees, the Board should consider supporting the increased  
344 payout upon termination. However, he would like to see a comprehensive review of all  
345 benefits, including the retirement system. He suggested reverting to the previous policy and  
346 paying out somewhere between 50% and 75% upon termination.

347

348 Selectman Pray suggested a scaled version of payout upon termination, similar to Bedford’s.

349

350 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
351 *adopt a policy to give employees the choice between either putting 50% or 100% of the sick*  
352 *time they have in the sick bank at the end of the year, until reaching 30 days, at which time*  
353 *employees can then choose to receive 100% payout.*

354 *Voting: 5-0-0; motion carried unanimously.*

355

356 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
357 *authorize employees, with non-probationary status, to receive payout of their sick bank hours*  
358 *upon termination up to 50% of their accrued hours.*

359

360 Discussion:

361

362 *Selectman D’Angelo stated that he would like to see the amount increased to 75%. Selectman*  
363 *Stoughton stated that he believes this needs further examination. The Town is not attracting*  
364 *new employees, and this is an issue that needs to be fixed. However, as the Town has never*  
365 *paid out the sick bank in the past, this proposal is a step forward. Chairman Lyon stated that*  
366 *he would like to see the amount increased as well. He does not believe the Board can wait to*  
367 *complete a comprehensive evaluation of benefits in order to act on this item.*

368

369 *Eric Slosek stated that he spoke to each of his employees who expressed disappointment at the*  
370 *fact that the Board previously did not consider joining the NH Retirement System and is now*  
371 *considering not accepting the sick leave recommendation from the Department Heads. It*  
372 *would be a step of good faith by the Board to consider moving toward improving this situation*  
373 *for employees.*

374

375 *Amy Lapointe, Library Director, noted that sick time is earned, and not additional time given*  
376 *to employees. This proposal will ensure that sick time is not squandered. This is incentive for*  
377 *employees to not waste sick time, knowing it will be paid out in the end.*

378

379 *The Board discussed the Bedford scaled model of payouts.*

380

381 *Selectman Stoughton withdrew his previous motion.*

382

383 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
384 *adopt a policy, authorizing payout of accrued sick time consistent with the Bedford model, up*  
385 *to the maximum of 240 hours, with the Town Administrator to draft the actual policy language*  
386 *for the Board to vote on at a future meeting. This will be retroactive to the meeting at which*  
387 *this topic was first broached, with any retirements or terminations after that date to benefit*  
388 *from this policy.*

389 *Voting: 5-0-0; motion carried unanimously.*

390

## 391 **8. Staff Reports**

### 392 **8.1 Body Worn Camera Bid**

393 Chief Reams explained that the Police Department intends to implement the use of body worn  
394 cameras (BWCs) in FY24. Amherst has been awarded the maximum allowable  
395 reimbursement of \$50,000 through the NH Department of Safety toward the implementation  
396 of a BWC program, as previously approved by the BOS (i.e., a 50% match with a maximum  
397 match limit of \$50,000). The Police Department has evaluated multiple BWC platforms over  
398 the course of the last two years and has determined that the Motorola system will provide the  
399 best product and level of service. The total five-year cost of this program for 19 sworn  
400 personnel is \$124,871. Motorola Solutions is proposed to be the sole source provider of this  
401 system. He requested that the Board award the bid to Motorola Solutions, effective May 8,  
402 2023.

403

404 *A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to*  
405 *award the body worn camera bid to Motorola Solutions in the amount of \$124,871.*

406 *Voting: 5-0-0; motion carried unanimously.*

407

### 408 **8.2 Amherst Highway Safety Committee Report**

409 *This item was previously addressed.*

410

### 411 **8.3 Vehicle Retention (Ambulance)**

412 Fire Chief Conley explained that ambulance run data from May 1, 2022, to May 1, 2023,  
413 showed a total of 1,148 calls. 12% of these were overlapping/simultaneous calls. 57% were  
414 with the use of ambulance 1 and 39% were with the use of ambulance 2. 3.5% were handled

415 by mutual aid. The Department plans for the possibility of one ambulance being out of service  
416 for either routine maintenance, damage, breakdowns, or complete loss. Thus, it makes  
417 practical and fiscal sense to retain the vehicle already owned. In seeking a value for the  
418 existing ambulance, a trade-in value of \$1,500 was given, versus a private sale value of  
419 approximately \$6,000-\$8,000. This vehicle would not cost much to maintain and would be a  
420 morale booster for staff.

421  
422 Selectman Stoughton stated that he believes there must be a cost to the Town in keeping the  
423 existing ambulance. Chief Conley explained that the existing ambulance is already outfitted  
424 and will require minimum stocking throughout the year. This will not be a significant cost.  
425 This will put the ambulances onto a 12-year rotation, and the equipment will follow the  
426 vehicles. Chief Conley noted that he believes Amherst residents would rather be responded to  
427 using the Town's own ambulances than a mutual aid ambulance.

428  
429 In response to a question from Selectmen Grella, Chief Conley stated that the existing  
430 ambulance could be stored at the central station or at the South Fire Station. Selectman Grella  
431 stated that he believes it is a good idea to keep the third ambulance if the trade-in value is only  
432 \$1,500, and for security reasons if the other two are out of service.

433  
434 In response to a question from Selectmen D'Angelo, Chief Conley stated that the Department  
435 plans to keep the ambulance for a minimum of four years.

436  
437 In response to a question from Selectman D'Angelo, Chairman Lyon stated that the Town has  
438 approximately 40 mutual aid calls per year. Chief Conley stated that it is unclear how many of  
439 these calls could be answered if the Town had three ambulances staffed. He guessed around  
440 15-20 of the calls could be answered.

441  
442 Selectman D'Angelo noted that this calculates to approximately 45 revenue generating, or  
443 cost recovering calls across the next four years. He asked if the revenue generated will be  
444 enough to cover the maintenance on ambulance 2.

445  
446 In response to a question from Selectman D'Angelo, Chief Conley estimated that repairs on  
447 ambulance 2 last year cost somewhere between \$1,000-\$10,000.

448  
449 Selectman D'Angelo stated that he does not believe keeping the third ambulance is the best  
450 option for taxpayers. He stated that he has researched recent ambulance sales, and these were  
451 between \$11,000-\$43,000. Any amount of money the Town could get from selling the  
452 existing ambulance would be fewer tax dollars to collect. Keeping the ambulance for another  
453 four years will likely leave the Town liable to additional costs to maintain it.

454  
455 In response to a question from Selectman Pray, Chief Conley explained that being down one  
456 ambulance leaves the Department open to missed opportunities to service calls without  
457 requesting mutual aid. The additional ambulance could also be used for school/local  
458 functions, at a similar rate to a Police detail.

459  
460 *A MOTION was made by Selectman Pray and SECONDED by Selectman Grella to allow*  
461 *Amherst Fire Rescue to retain the 2011 AEV Ford F-450 Ambulance.*

462 *Voting: 4-1-0; motion carried [J. D'Angelo against].*  
463

#### 464 **8.4 Land Water Conservation Grant Application**

465 Recreation Director, Craig Fraley explained that the Recreation Department would like  
466 approval from the Board to apply for the 34th Round of the Land Water Conservation Grant  
467 (LWCF). The LWCF Grant will be used to build athletic fields and a pickleball court at Buck  
468 Meadow Recreation and Conservation Area. This is a 50/50 match grant. The plan is to use  
469 the Athletic Field Capital Reserve fund as well as some Revolving Fund money for the match.  
470

471 Selectman Stoughton stated that the voters were asked for \$150,000 for a 50% match for a  
472 \$300,000 project, but this is a \$500,000 project. He asked why taxpayers were not told the  
473 total amount of the project. Mr. Fraley explained that he never alluded to the project only  
474 costing \$300,000. He stated that the \$150,000 would be used toward the match and Revolving  
475 Funds would also be used. Fortunately, in kind labor will count toward the match and the  
476 intention is to fundraise for the pickleball court, which will also count toward the match.  
477

478 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to allow*  
479 *the Town Administrator to sign the Intent To Apply application on behalf of the Board for the*  
480 *Land Water Conservation Fund Grant Round 34.*

481 *Voting: 5-0-0; motion carried unanimously.*  
482

#### 483 **8.5 FY23 Road Work Authorization**

484 Eric Slosek stated that The DPW intends to spend the road budget to as close to zero as  
485 possible by completing projects that enhance infrastructure in the community, and address the  
486 needs of residents and all motorists alike. To accomplish this, he requested authorization from  
487 the Board to increase the value of the existing FY23 road work contract with Continental  
488 Paving to an amount up to \$2,046,083. The current contract's initial value was \$1,488,646 and  
489 was increased by \$253,245 at the April 17, 2023, Board meeting to complete the work  
490 remaining on Horace Greeley Road and Roberge Drive. The current value of the FY23 road  
491 work contract is \$1,741,891. The authorization would add an additional \$304,192 to the  
492 contract amount. As previously discussed, Eric Slosek stated that he will bring one change  
493 order to the Board at the completion of all FY23 work to balance and close out the FY23  
494 contract.  
495

496 Eric Slosek stated that the projects intended to be completed with this authorization include  
497 repaving Boylston Terrace. Boylston Terrace is in terrible condition. DPW has received  
498 complaints over the last few months from no less than 12 residents there. An estimate from  
499 Continental to complete milling and paving of this road is estimated at \$96,545. DPW may  
500 also be able to pave the full width of Cobbler Lane and Thatcher Drive. The restoration plan  
501 for the water line project is only to patch the road, with the intention of further restoration in a  
502 few years. There may be cost savings by completing the restoration now, as mobilization fees  
503 are essentially being paid for with the grant. Another project DPW would like to complete is  
504 to shim a portion of Old Mont Vernon Road. This section of road is near the Mont Vernon  
505 town line and is in very poor condition. DPW is routinely patching this segment of road. A  
506 shim will buy us some time until we are able to properly reclaim this section of road.  
507

508 *A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to*  
509 *increase the 07-22 roadwork contract by an additional \$304,192. Further, to authorize the*  
510 *Town Administrator to sign any related contract documents.*  
511 *Voting: 5-0-0; motion carried unanimously.*  
512

### 513 **8.6 DPW Bridge Update**

514 Eric Slosek stated that the temporary bridge is in place on Thornton Ferry Road I. He noted  
515 that one year from now, the permanent bridge construction in this area will start. The DOT  
516 has given informal approval of the preliminary design for the permanent bridge, submitted by  
517 Hoyle Tanner. Due to the issue of PFAS found in several houses on the other side of this  
518 bridge, he has reached out to both Pennichuck Water and Hoyle Tanner to see anything  
519 additional needs to be considered with the new bridge. Regarding the Mont Vernon Road  
520 bridge, there will be a road closure beginning May 17<sup>th</sup> for the construction phase of this  
521 project, lasting until June 28<sup>th</sup>. The detour for this project has been approved by the State and  
522 will go to/from Mont Vernon via Emerson Street and Grove Street in Milford and connecting  
523 to Route 13. He requested a change order related to the contract for this project to cover  
524 contingencies.

525  
526 Selectman Pray suggested speaking with the Bicycle & Pedestrian Advisory Committee  
527 regarding the final design for the Thornton Ferry Road I bridge.

528  
529 In response to a question from Chairman Lyon, Eric Slosek stated that the closure of Mont  
530 Vernon's Brook Road for the bridge/culvert project may last into June. This is dependent on  
531 the water table and budget.

532  
533 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
534 *authorize the Town Administrator to sign change orders related to the Mont Vernon Road*  
535 *bridge construction project, up to a total amount of \$75,000.*  
536 *Voting: 5-0-0; motion carried unanimously.*  
537

### 538 **8.7 FY24 Road Bid**

539 Eric Slosek explained that DPW received one bid for the FY24 road work. The lone bid  
540 received was from Pike Industries, Inc., for the amount of \$1,889,074.50. The road work in  
541 this year's bid includes Chestnut Hill Rd., Mack Hill Rd., Melendy Hollow, Deerwood Dr.,  
542 Martingale Rd., Sherburne Dr., Transfer Station Parking Lot, DPW Parking lot, and Mont  
543 Vernon Rd. Continental Paving intended to submit a bid, however, DPW could not accept it  
544 as their bid was not on-time by six minutes and would have been received after the bid-  
545 opening deadline of 11am.

546  
547 Eric Slosek recommend awarding the work to Pike Industries in the amount of \$1,500,000  
548 which is the budgeted amount for this work in FY24. The budget for next year is \$1.4M, and  
549 the extra \$100,000 will come from the Highway Block grant. Chestnut Hill Road will be the  
550 priority project for FY24. Upon completion of the Chestnut Hill work, the remaining work  
551 will be evaluated to remain within budget.

552  
553 Selectman Pray noted that the contract is proposed at \$1.889M. She asked how the contract  
554 can be signed if there is not a budget to cover this amount. Eric Slosek stated that, in the past,

555 contracts have come in for more than what is actually spent. He believes there is some  
556 flexibility to sign this contract.

557  
558 Selectman Stoughton stated that he is also concerned about signing a contract for a bid that is  
559 much more expensive than the budget at hand. He suggested running this by Town Counsel.  
560

561 Selectman D'Angelo stated that he is uncomfortable approving a sole source bid for \$1.5M.  
562 He noted that the DPW could have received the late bid and kept both bids sealed until  
563 speaking with the Board. He suggested altering the scope of the project and rebidding the  
564 project.

565  
566 Town Administrator Shankle agreed to consult with Town Counsel on this item.  
567

### 568 **8.8 DPW Software Bids**

569 Eric Slosek explained that DPW is currently in need of replacing its work order management  
570 software, Mobile 311. Mobile 311 is outdated and no longer supported/updated. DPW desires  
571 to purchase a program that will facilitate its need for managing work orders, and  
572 simultaneously track assets. An RFP was advertised, and bids were received last week for  
573 work order/asset management software. After evaluating the bids, the low bidder, Brightly  
574 Software, was determined to be the best value for the Town. Brightly happens to be the same  
575 company DPW is currently working with. DPW currently pays \$9,000 per year for Mobile  
576 311. Year one, the new program offered by Brightly, "Asset Essentials", will cost \$11,000, or  
577 \$2,000 more than the current annual subscription. There will also be a one-time  
578 implementation fee of \$15,000 bringing the year-one total cost to \$25,671.47. Year two and  
579 beyond, the annual subscription renewal for the new program will cost about \$7,000-\$8,000  
580 more than the current program but will add significant value and asset management capability.  
581

582 Eric Slosek stated that he identified funding for this initiative, which will utilize unspent  
583 money from DPW's "outside hire" line. The line currently has \$40,000 remaining due to an  
584 inability to hire several plowing contractors last winter. \$9,000 was also already budgeted for  
585 the current Mobile 311 software renewal in the FY24 budget. The increased subscription fee  
586 will be incorporated into the FY25 budget.  
587

588 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*  
589 *award DPW work order/asset management software bid, 11-23, to Brightly Software for the*  
590 *amount of \$25,671.47.*

591 *Voting: 5-0-0; motion carried unanimously.*  
592

### 593 **8.9 Budget to Actual Report April 2023**

594 Debbie Bender stated that the budget is still in good shape and there will likely be a bit of  
595 extra available in the budget at the end of the year. There is approximately 16% available at  
596 this time.  
597

598 In response to a question from Selectman D'Angelo, Debbie Bender explained that there is  
599 approximately \$1M-\$1.25M of unspent budget currently. The extra amount of unanticipated  
600 revenue is yet unknown.  
601

602 **9. Approvals**

603 **9.1 Town Common Use Request, Opportunities Network 5K 9/30/2023**

604

605 *A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to*  
606 *approve the request for use of the Town Common by Opportunities Network for their Annual*  
607 *5K on September 30, 2023 from 7:30am - 1:00pm.*

608 *Voting: 5-0-0; motion carried unanimously.*

609

610 **9.2 Town Common Use Request, Steve Boczenowski, the Amherst**  
611 **Congregational Church Annual Frederick Douglas Statewide Reading**

612

613 *A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to*  
614 *approve the request for use of the Town Common by Steve Boczenowski with the Amherst*  
615 *Congregational Church for the Annual Frederick Douglas Statewide Reading on July 1, 2023*  
616 *from 11:30am - 2:30pm.*

617 *Voting: 5-0-0; motion carried unanimously.*

618

619 **9.3 Assessing**

620

621 **Veteran Tax Credit**

622 **Item A.**

623 The applicant has applied for the All-Service Veterans' Tax Credit and qualifies for the tax  
624 credit under RSA 72:28-b for the 2023 tax year.

625

626 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
627 *approve the All-Service Veterans' Tax Credit for Map 021, Lot 020-031 commencing in Tax*  
628 *Year 2023.*

629 *Voting: 5-0-0; motion carried unanimously.*

630

631 **Item A-1.**

632 The applicant has applied for the Veteran Tax Credit and qualifies for the tax credit under  
633 RSA 72:28 for the 2023 tax year.

634

635 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
636 *approve the Veteran Tax Credit for tax year 2023 for Map 003, Lot 066-029.*

637 *Voting: 5-0-0; motion carried unanimously.*

638

639 **Item A-2.**

640 The applicant has applied for the Veteran Tax Credit and qualifies for the Tax Credit under  
641 RSA 72:28 for the 2023 tax year.

642

643 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
644 *approve the Veteran Tax Credit for tax year 2023 for Map 002, Lot 002-046.*

645 *Voting: 5-0-0; motion carried unanimously.*

646

647 **Item A-3.**

648 The applicant has applied for the Veteran Tax Credit and qualifies for the Tax Credit under  
649 RSA 72:28 for the 2023 tax year.

650

651 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
652 *approve the Veteran Tax Credit for tax year 2023 for Map 002, Lot 002-042.*

653 *Voting: 5-0-0; motion carried unanimously.*

654

655 **Item A-4.**

656 The applicant has applied for the Service-Connected Total Disability Tax Credit and qualifies  
657 for the Tax Credit under RSA 72:35 for the 2023 tax year.

658

659 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
660 *approve the Service-Connected Total Disabled Tax Credit for Map 005, Lot 035-000*  
661 *commencing in tax year 2023.*

662 *Voting: 5-0-0; motion carried unanimously.*

663

664 **Elderly Exemption**

665 **Item B.**

666 The applicant has applied for an Elderly Exemption and qualifies under RSA 72:39-a which  
667 meets the income and asset limits and qualifies for the exemption.

668

669 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
670 *approve the Elderly Exemption for Map 024, Lot 043-001 commencing in tax year 2023.*

671 *Voting: 5-0-0; motion carried unanimously.*

672

673 **Item B-1.**

674 The applicant has applied for an Elderly Exemption and qualifies under RSA 72:39-a, which  
675 meets the income and asset limits and qualifies for the exemption.

676

677 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
678 *approve the Elderly Exemption for Map 002, Lot 073-001 commencing in Tax Year 2023.*

679 *Voting: 5-0-0; motion carried unanimously.*

680

681 **Item B-2.**

682 The applicant has applied for an Elderly Exemption and qualifies for an Elderly Exemption  
683 under RSA 72:39-a, which meets the income and asset limits and qualifies for the exemption.

684

685 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
686 *approve the Elderly Exemption for Map 019, Lot 012-000 commencing in Tax Year 2023.*

687 *Voting: 5-0-0; motion carried unanimously.*

688

689 **Item B-3.**

690 The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the  
691 income and asset limits and qualifies for the exemption.

692

693 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
694 *approve the Elderly Exemption for Map 004, Lot 022-002 commencing in Tax Year 2023.*



695 *Voting: 5-0-0; motion carried unanimously.*

696

697 **Item B-4.**

698 The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the  
699 income and asset limits and qualifies for the exemption.

700

701 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
702 *approve the Elderly Exemption for Map 004, Lot 092-000 commencing in Tax Year 2023.*

703 *Voting: 5-0-0; motion carried unanimously.*

704

705 **Item B-5.**

706 The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the  
707 income and asset limits and qualifies for the exemption.

708

709 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
710 *approve the Elderly Exemption for Map 002, Lot 163-031 commencing in Tax Year 2023.*

711 *Voting: 5-0-0; motion carried unanimously.*

712

713 **Item B-6.**

714 The applicant has submitted the required documents for review for an Elderly Exemption  
715 under RSA 72:39-a. After review, the income exceeds the \$54,300 limit. It is recommended to  
716 remove the exemption for the 2023 tax year.

717

718 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
719 *remove the Elderly Exemption for Map 025, Lot 058-000 for Tax Year 2023..*

720 *Voting: 5-0-0; motion carried unanimously.*

721

722 **Solar Exemption**

723 **Item C.**

724 The Assessor has reviewed the applications for the solar exemption under RSA 72:62  
725 and recommends approval.

726

727 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
728 *approve the solar exemption for the list of properties set forth in the public agenda package,*  
729 *commencing in the tax year 2023.*

001-035-017	\$12,500	004-013-006	\$15,000
001-035-022	\$15,000	004-030-000	\$30,000
002-017-008	\$20,000	004-059-017	\$15,000
002-146-038	\$12,500	004-062-023	\$17,500
002-164-007	\$17,500	004-063-001	\$20,000
002-179-029	\$20,000	004-081-000	\$20,000
003-015-000	\$17,500	004-109-005	\$15,000
003-047-003	\$17,500	004-115-001	\$20,000
003-066-029	\$20,000	004-141-000	\$10,000
003-069-002	\$20,000	004-149-004	\$15,000
004-009-041	\$17,500	004-705-014	\$15,000
004-013-003	\$17,500	005-024-005	\$15,000

005-025-001	\$17,500	006-070-018	\$15,000
005-043-000	\$15,000	006-080-005	\$15,000
005-055-000	\$17,500	006-103-012	\$15,000
005-082-009	\$15,000	006-113-000	\$20,000
005-125-000	\$17,500	006-115-014	\$15,000
005-134-002	\$17,500	007-046-001	\$20,000
005-145-000	\$15,000	007-083-001	\$15,000
005-166-003	\$17,500	007-091-008	\$17,500
006-014-000	\$10,000	007-091-008	\$20,000
006-025-002	\$20,000	007-101-001	\$30,000
006-027-004	\$12,500	008-045-000	\$17,500
006-036-001	\$17,500	010-020-000	\$12,500
006-058-000	\$20,000	010-064-007	\$20,000
006-070-012-C.	\$15,000		

1 *Voting: 5-0-0; motion carried unanimously*  
2

### 3 **9.4. Payroll, AP, and Minutes**

4  
5 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
6 *approve one (1) FY23 Payroll Manifest in the amount of \$230,748.16 dated April 29, 2023,*  
7 *subject to review and audit.*

8 *Voting: 5-0-0; motion carried unanimously.*  
9

10 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
11 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$202,911.15 dated April*  
12 *25, 2023, subject to review and audit. (Vendors)*

13 *Voting: 5-0-0; motion carried unanimously.*  
14

15 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
16 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$2,981,009.00 dated May*  
17 *1, 2023, subject to review and audit. (Schools)*

18 *Voting: 5-0-0; motion carried unanimously.*  
19

20 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
21 *approve the Board of Selectmen meeting minutes of April 17, 2023, as amended.*

22 *Voting: 5-0-0; motion carried unanimously.*  
23

24 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
25 *approve the Board of Selectmen meeting minutes of April 24, 2023, as presented.*

26 *Voting: 5-0-0; motion carried unanimously.*  
27

### 28 **10. Action Items**

29 The Board reviewed its action items.  
30

### 31 **11. Old/New Business**

32 Selectman D'Angelo noted that there is an Amherst School Board meeting later this week that  
33 he will attend.

34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**12. Adjournment**

*A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to adjourn the meeting at 10:20pm.  
Voting: 5-0-0; motion carried unanimously.*

**NEXT MEETING: Special Meeting May 15, 2023**

\_\_\_\_\_  
*Selectman Bill Stoughton*

\_\_\_\_\_  
*Date*

DRAFT



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** NH RSA 91-A:3 II (c) Matters which, if **Department:** Tax Collector discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

**Meeting Date:** May 22, 2023

**Staff Contact:** Gail Stout

---

## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Waiver of Interest Request 6-38-13



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** NH RSA 91-A:3II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

**Department:** Administration

**Meeting Date:** May 22, 2023

**Staff Contact:**

---

**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

None



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** NH RSA 91-A:3 (d) - Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community

**Department:** Administration

**Meeting Date:** May 22, 2023

**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

None



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** NH RSA 91-A:3 II (e) Consideration or **Department:** Administration negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

**Meeting Date:** May 22, 2023

**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

None