



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to the requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: July 12, 2023

Date of Meeting: July 20, 2023

Submitted by: Dawn Tuomala

Time Required: 15 minutes

Department: DPW - Admin

Background Info. Supplied: Yes No

Speakers: Dawn Tuomala

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/Retirement:	<input type="checkbox"/>
Public Hearing:	<input type="checkbox"/>	Old Business:	<input type="checkbox"/>
New Business:	<input checked="" type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

Withdrawal request from Road Infrastructure Capital Reserve Fund for the Timber and Fernwood Drainage and Road Reconstruction Project

DESCRIPTION OF ITEM

The Town Council to consider the request to withdraw and expend \$750,000 from the Road Infrastructure Capital Reserve Fund for the Drainage installation and Road Reconstruction Project

REFERENCE (IF KNOWN)

RSA:	Warrant Article:
Charter Article:	Town Meeting:
Other:	N/A:

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input checked="" type="checkbox"/>	None:	<input type="checkbox"/>

CONTACT INFORMATION

Name:	Dawn Tuomala	Address:	Town Hall
Phone Number:	(603) 424-5137	Email Address:	dtuomala@merrimacknh.gov

APPROVAL

Town Manager: Yes No Chair/Vice Chair: Yes No



TOWN OF MERRIMACK INTER-DEPARTMENT COMMUNICATION

DATE: July 13, 2023

AT (OFFICE): Department of Public Works

FROM: Leo Laviolette
Deputy DPW Director/Environmental

To: Paul Micali, Town Manager

SUBJECT: Woodland Acres - Timber Lane and Fernwood Drive Drainage Improvements Project

The intent of this project is to install a new drainage system and reconstruct the roadways on Timber Lane and Fernwood Drive as described on the plans. The streets in this area had been constructed without drainage and the topography is very flat, therefore localized ponding and subsequent damage to the roads and personal property continues to be a major issue for the residents in this area.

The project will include new drainage within both streets with nearly 1800 feet of new drain pipe, 22 new catch basins and 2 drain manholes. To install these, the road will be excavated and removed the gravel. Upon installation of the new drainage infrastructure, the road will be re-constructed and new asphalt curb will be placed on the edges of the road to direct stormwater to the catch basins. During construction thru- traffic will be detoured, but local resident access will be maintained at all times.

DPW will send letters to the residents describing the project, estimated schedule and impacts to them.

We are requesting that the Town Council authorize the withdrawal of the funds from the Capital Reserve fund designated for the Woodland Drive Area Drainage Improvements.

- 1) \$375,000.00 from year 2022-2023
 - 2) \$375,000.00 from year 2023-2024
- \$750,000.00 Total

DPW will continue working on the remaining roads in the area with a construction project every 2 years ultimately installing drainage throughout the entire area.

Should you have any questions please let me know,

Leo

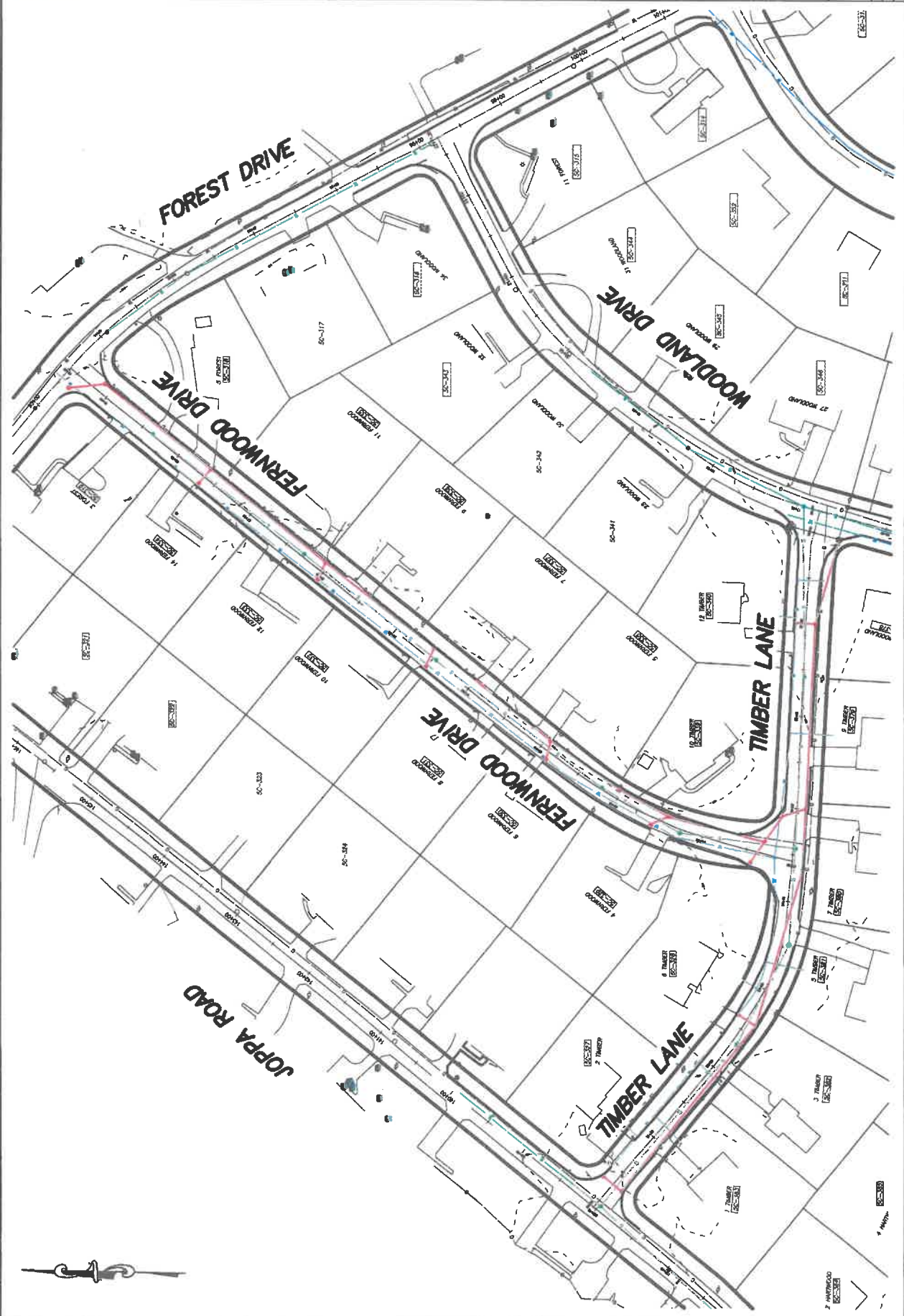
CC: Dawn Tuomala; DPW Director
File



ID	DR	DESCRIPTION	DATE	REV.

DATE: MAY 4, 2023
 SCALE: 1" = 20'
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BARBOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 TIMBER LANE SITE PLAN
 DR BY: DBT
 CHK BY: DBT

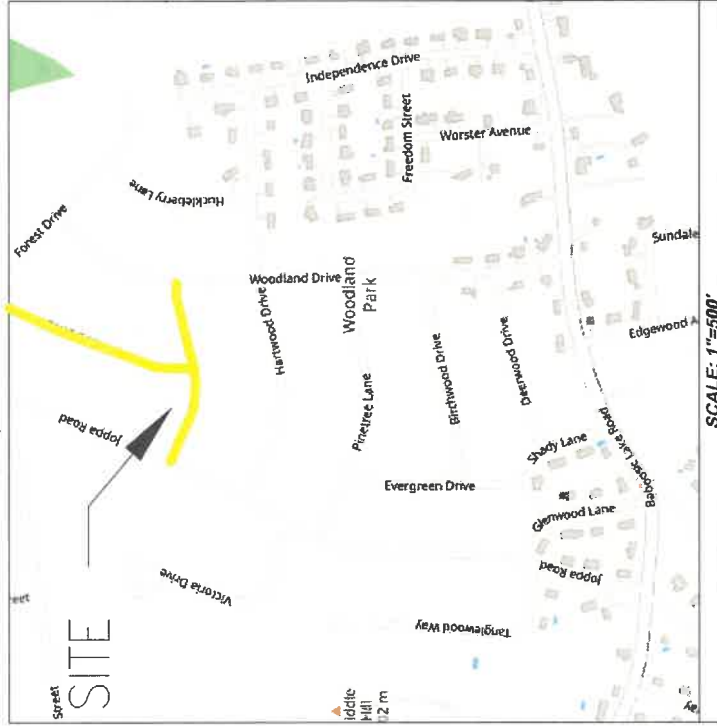
SHEET NO.
 PROJECT
 FILE



TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS

APRIL 2023

Location Plan



TITLE	PLOT	SHEET
TIMBER LANE SITE PLAN STA 50+00 TO 54+00	P-01	SHEET 1 OF 11
TIMBER LANE SITE PLAN STA 54+00 TO 58+00	P-02	SHEET 2 OF 11
TIMBER LANE PROPOSED PROFILE STA 50+00 TO 54+00	P-03	SHEET 3 OF 11
TIMBER LANE PROPOSED PROFILE STA 54+00 TO 58+00	P-04	SHEET 4 OF 11
FERNWOOD DRIVE SITE PLAN STA 80+00 TO 84+50	P-05	SHEET 5 OF 11
FERNWOOD DRIVE PROPOSED PROFILE STA 80+00 TO 84+50	P-06	SHEET 6 OF 11
FERNWOOD DRIVE PROPOSED PROFILE STA 84+50 TO 89+50	P-07	SHEET 7 OF 11
FERNWOOD DRIVE PROPOSED PROFILE STA 89+50 TO 94+50	P-08	SHEET 8 OF 11
DETAIL SHEET	D-01	SHEET 9 OF 11
	D-02	SHEET 10 OF 11
		SHEET 11 OF 11

GOVERNING AGENCY

DIRECTOR OF PUBLIC WORKS
DAWN TUOMALA
DEPARTMENT OF PUBLIC WORKS
TOWN OF MERRIMACK
6 BABOOSIC LAKE ROAD
MERRIMACK, NH 03054
(603) 424-5137

UTILITY COMPANIES

WATER
MERRIMACK VILLAGE DISTRICT WATER WORKS
2 GREENS POND RD, MERRIMACK, NH 03054
(603) 424-8241

ELECTRIC
EVERSOURCE
780 N COMMERCIAL ST, MANCHESTER, NH 03101
(603) 862-7764

GAS
LIBERTY
139 ELM ST, MANCHESTER, NH 03101
(603) 853-4200

TELEPHONE
CONSOLIDATED COMMUNICATIONS
417 DANIEL WEBSTER HWY, MERRIMACK, NH 03054
(603) 868-7224

CABLE
COMCAST
678 ISLAND POND RD, MANCHESTER, NH 03109
(603) 391-3000

SEWER
TOWN OF MERRIMACK, NH
34 MAIST RD, MERRIMACK, NH 03054
(603) 862-8196

GENERAL CONSTRUCTION NOTES

1. THE LOCATION OF THE UTILITIES SHOWN ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PRESERVE ALL UTILITY SERVICES.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL UTILITY COMPANIES AND JURISDICTIONAL AGENCIES PRIOR TO AND DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SCOPE OF PROPOSED WORK PRIOR TO CONSTRUCTION.



TOWN OF MERRIMACK
DEPARTMENT OF PUBLIC WORKS
6 BABOOSIC LAKE ROAD
MERRIMACK, NEW HAMPSHIRE 03054
(603) 424-5137 (PHONE) (603) 423-8539 (FAX)



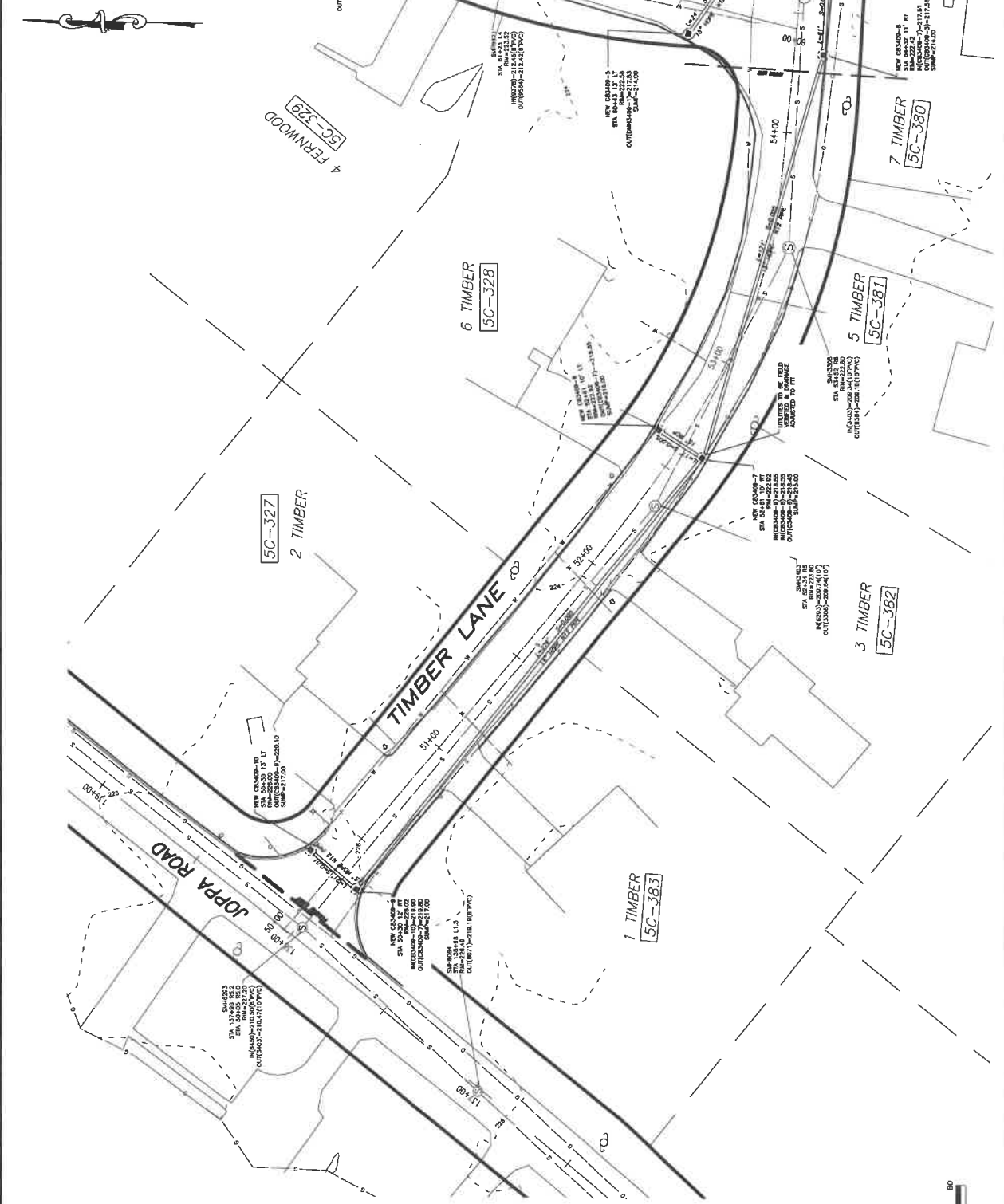
DRAWN BY: DBT
APPROVED BY: DBT
SHEET NO. 1 OF 11



NO.	DESCRIPTION	DATE	BY

DATE: MAY 4, 2023
 CHK BY: DBT
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 MERRIMACK, NH 03054

SCALE: 1" = 20'
 PROJECT: P-01
 FILE: SHEET
 SHEET NO. 2 OF 11



LEGEND: EXISTING

EXISTING LIGHT POST
 EXISTING SEWER MANHOLE
 EXISTING CATCH BASIN
 EXISTING UTILITY POLE
 SIGN
 HYDRANT
 EXISTING EDGE OF BUILDING
 EXISTING 2 FOOT CONTOUR
 RIGHT OF WAY
 EXISTING CENTERLINE
 EXISTING PROPERTY LINE
 EXISTING WATER LINE
 EXISTING SEWER LINE
 EXISTING GAS LINE

LEGEND: PROPOSED

PROPOSED DRAINAGE PIPE
 NEW CURBING
 LIMIT OF PAVING
 PROPOSED DRAINAGE MANHOLE
 PROPOSED CATCH BASIN

- NOTES:**
1. INVERTS, ELEVATIONS, AND PIPE SLOPE AND TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 2. CONTRACTOR TO VERIFY PROPER CLEARANCE TO OVERHEAD UTILITIES.
 3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES, ON TIMBER LANE AND FERNWOOD DRIVE. DIRECTING ALL DRAINAGE TO THE CATCH BASINS.
 4. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING WITHIN THE WORK AREA SHALL BE REPLACED WITH THE TOWN OF MERRIMACK'S HINGED DRIVEWAY MANHOLE FRAMES AND COVERS AS NECESSARY.
 5. ALL SEWER MANHOLE FRAMES AND COVERS WITHIN THE WORK AREA SHALL BE REPLACED WITH THE TOWN OF MERRIMACK'S HINGED DRIVEWAY MANHOLE FRAMES AND COVERS AS NECESSARY.
 6. ADJUST ALL DRIVEWAY APERTURES AS NEEDED TO PREVENT ROAD DRAINAGE FROM RUNNING INTO DRIVEWAYS. CONSULT TOWN ENGINEER FOR LIMITS NEEDED.
 7. ADJUST AND RELOCATE ALL MANHOLES AS NEEDED DURING CONSTRUCTION.
 8. THE CONTRACTOR SHALL FIELD VERIFY PRIOR TO CONSTRUCTION. LOCATIONS SHOWN ARE APPROXIMATE.



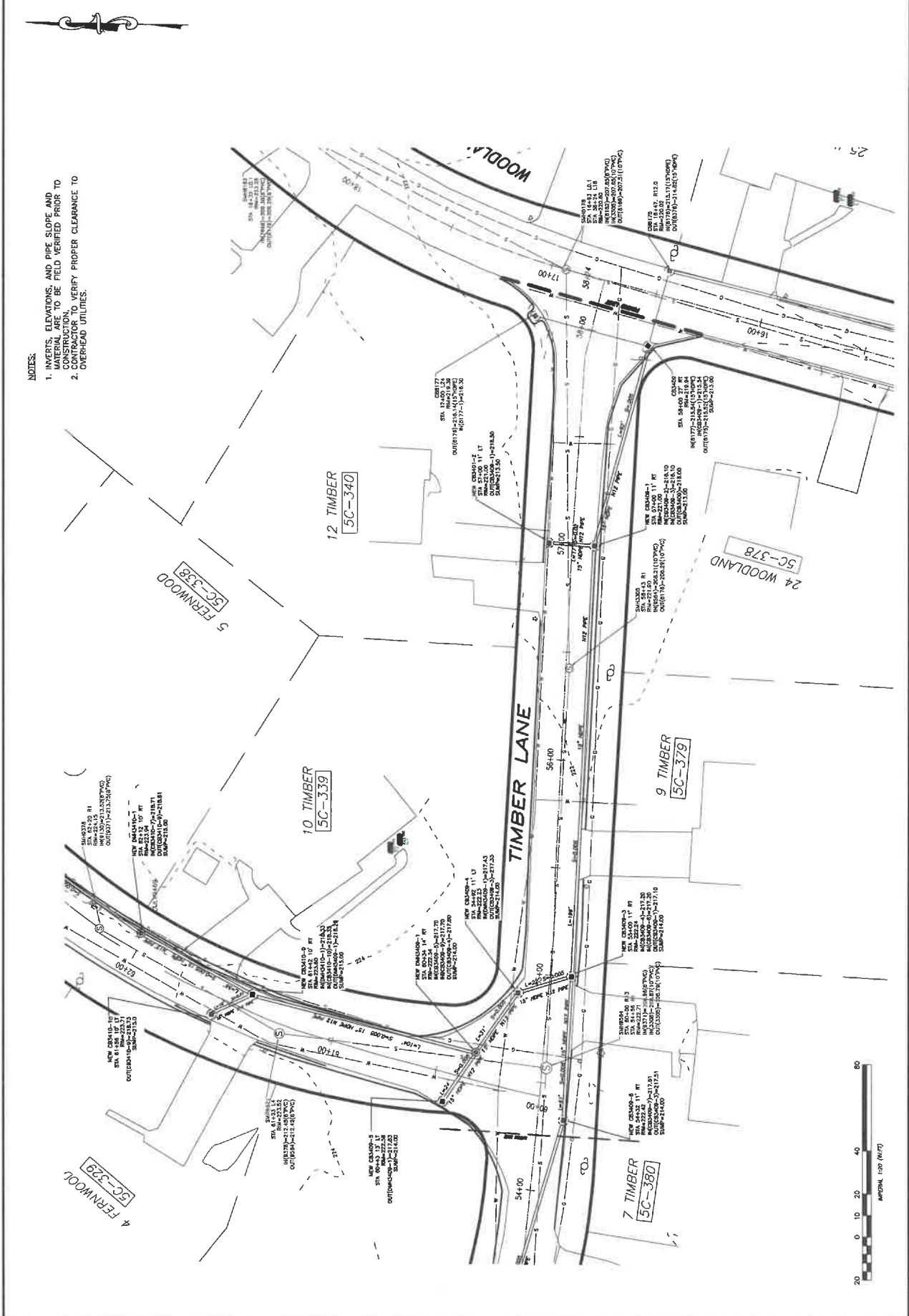


REV.	DATE	DESCRIPTION	BY	CHK

DATE: MAY 4, 2023
 PROJECT: TIMBER LANE AND FERWOOD DRIVE DRAINAGE IMPROVEMENTS
 DR BY: DBT
 SCALE: 1" = 20'

P-02
 SHEET
 TIMBER LANE AND FERWOOD DRIVE DRAINAGE IMPROVEMENTS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 SHEET NO. 3 OF 11

- NOTES:**
1. INVERTS, ELEVATIONS, AND PIPE SLOPE AND TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 2. CONTRACTOR TO VERIFY PROPER CLEARANCE TO OVERHEAD UTILITIES.

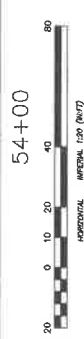
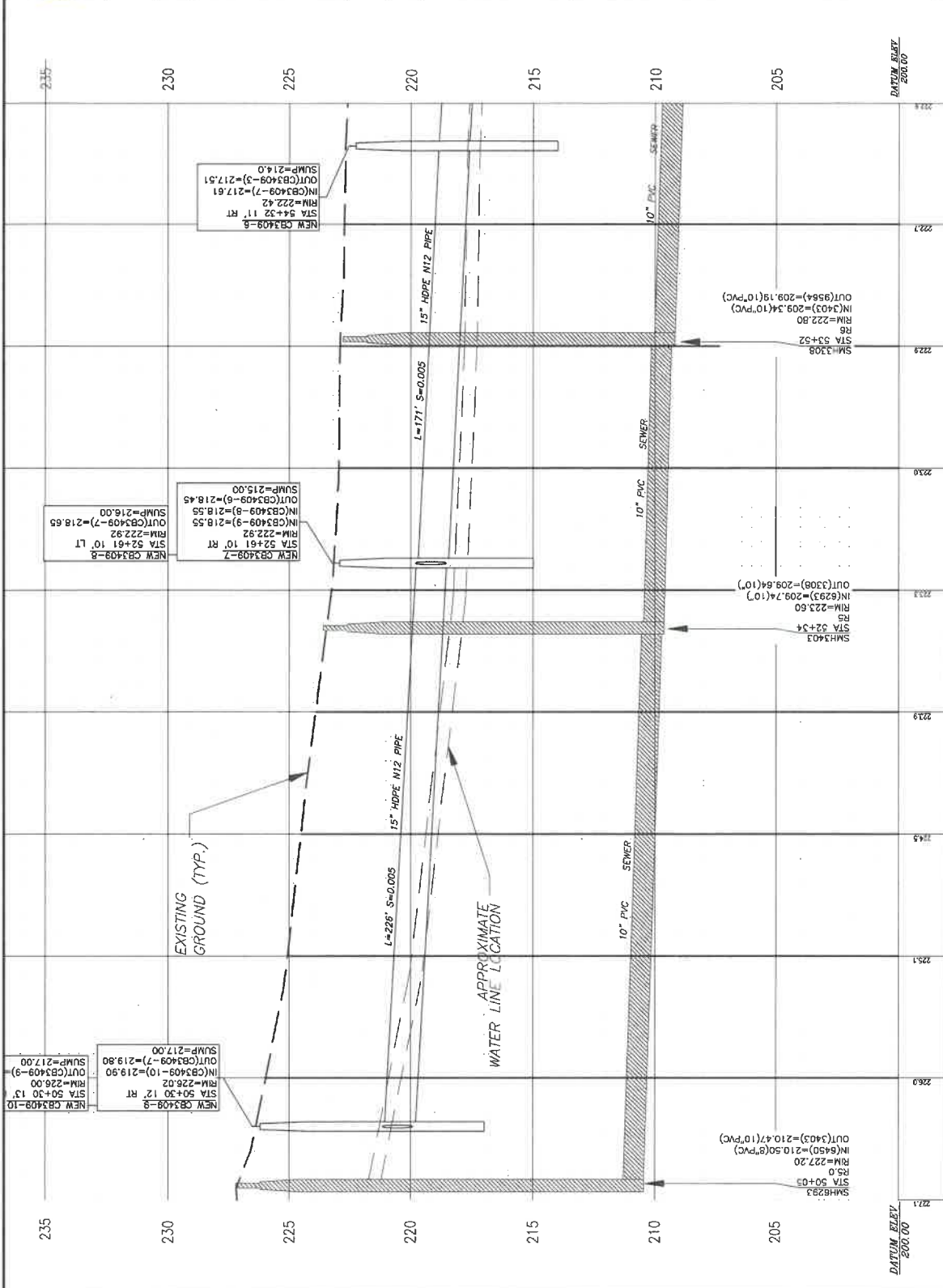




NO.	DESCRIPTION	DATE	REV.

DATE: MAY 4, 2023
 SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 DR BY: DBT
 CHK BY: DBT
 TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 TIMBER LANE PLAN AND PROFILE

P-03
 FILE: SHEET
 PROJECT:
 SHEET NO. 4 OF 11



53+00
 52+00
 51+00
 50+00
TIMBER LANE

DATE: MAY 4, 2023
 SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 DR BY: DBT
 CHK BY: DBT
 TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 TIMBER LANE PLAN AND PROFILE



REV.	DATE	DESCRIPTION	DR	OK

DATE: MAY 4, 2023

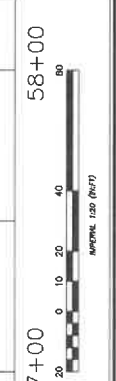
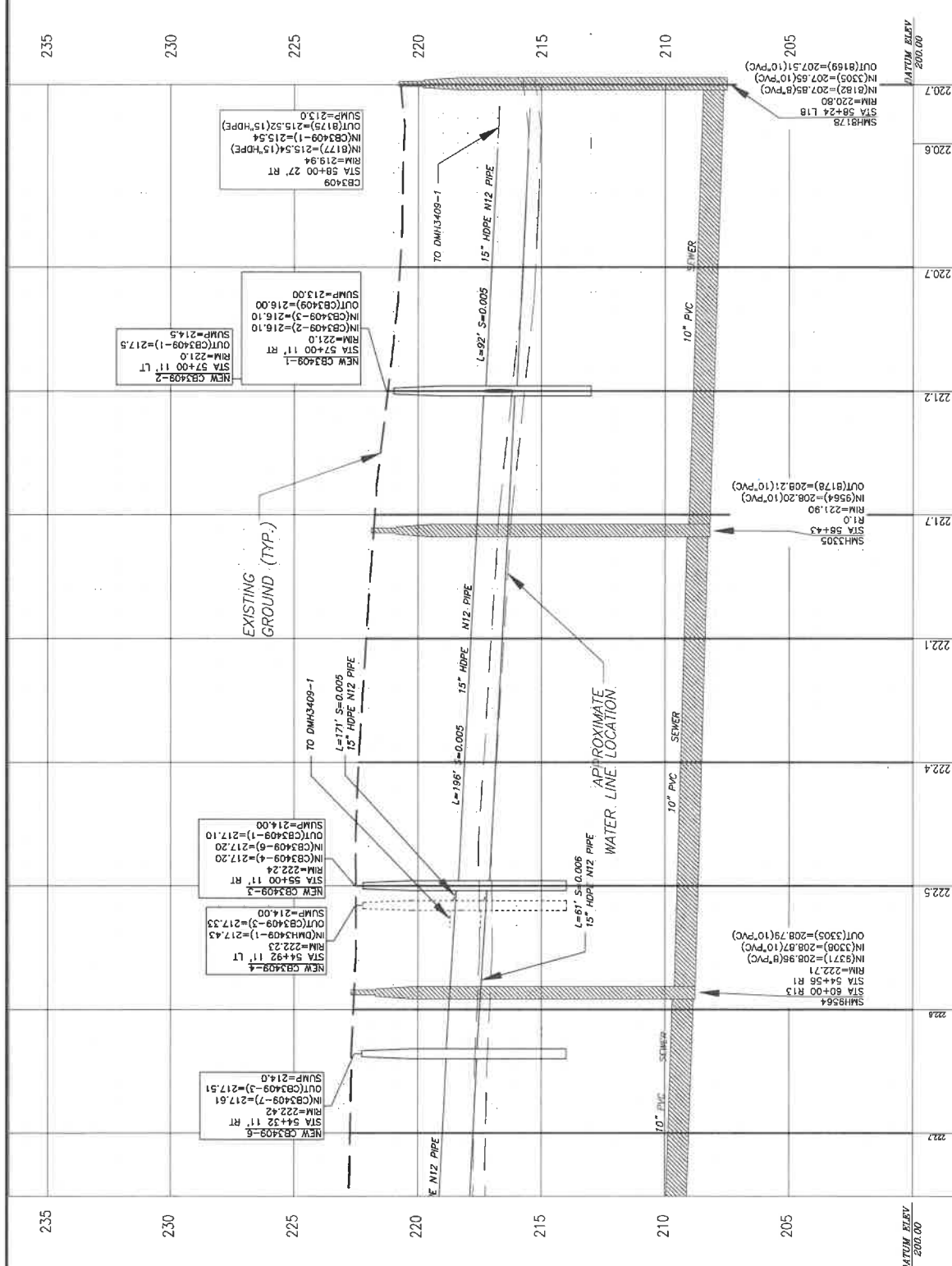
DR BY: DBT
CHK BY: DBT

SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL

MERRIMACK DEPARTMENT OF PUBLIC WORKS
6 BABOOSIC LAKE ROAD
MERRIMACK, NH 03054

TIMBER LANE PROFILE
TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS

P-04
FILE: SHEET
PROJECT:
SHEET NO. 5 OF 11



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54+00
TIMBER LANE

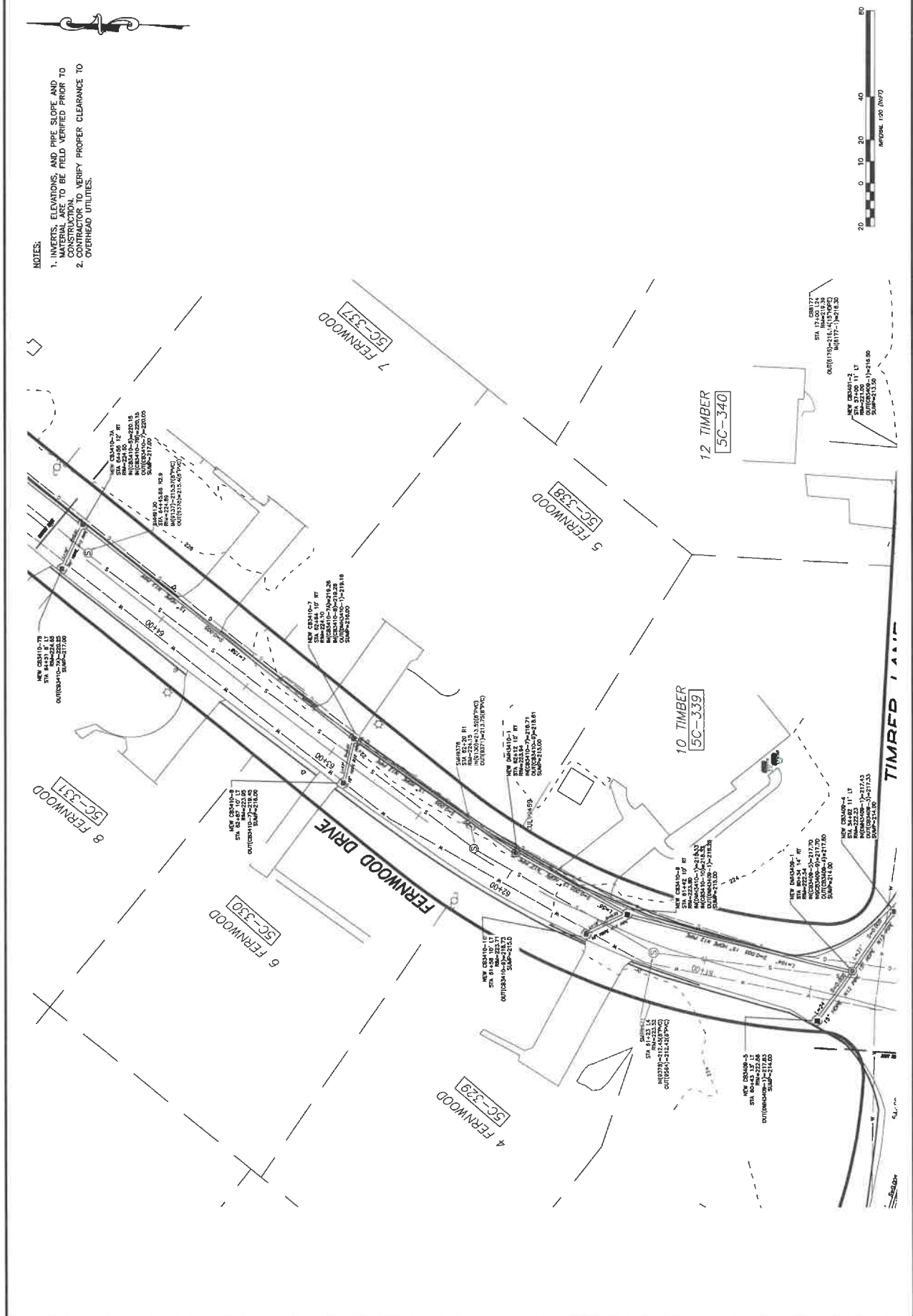
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NO.	DESCRIPTION	DATE	BY	CHK BY
1	DATE: MAY 4, 2023			
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SCALE: 1" = 20'
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 PROJECT: TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 SHEET NO. 6 OF 11

NOTES:
 1. INVERTS, ELEVATIONS, AND PIPE SLOPE AND MATERIAL ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 2. VERIFY PROPER CLEARANCE TO OVERHEAD UTILITIES.

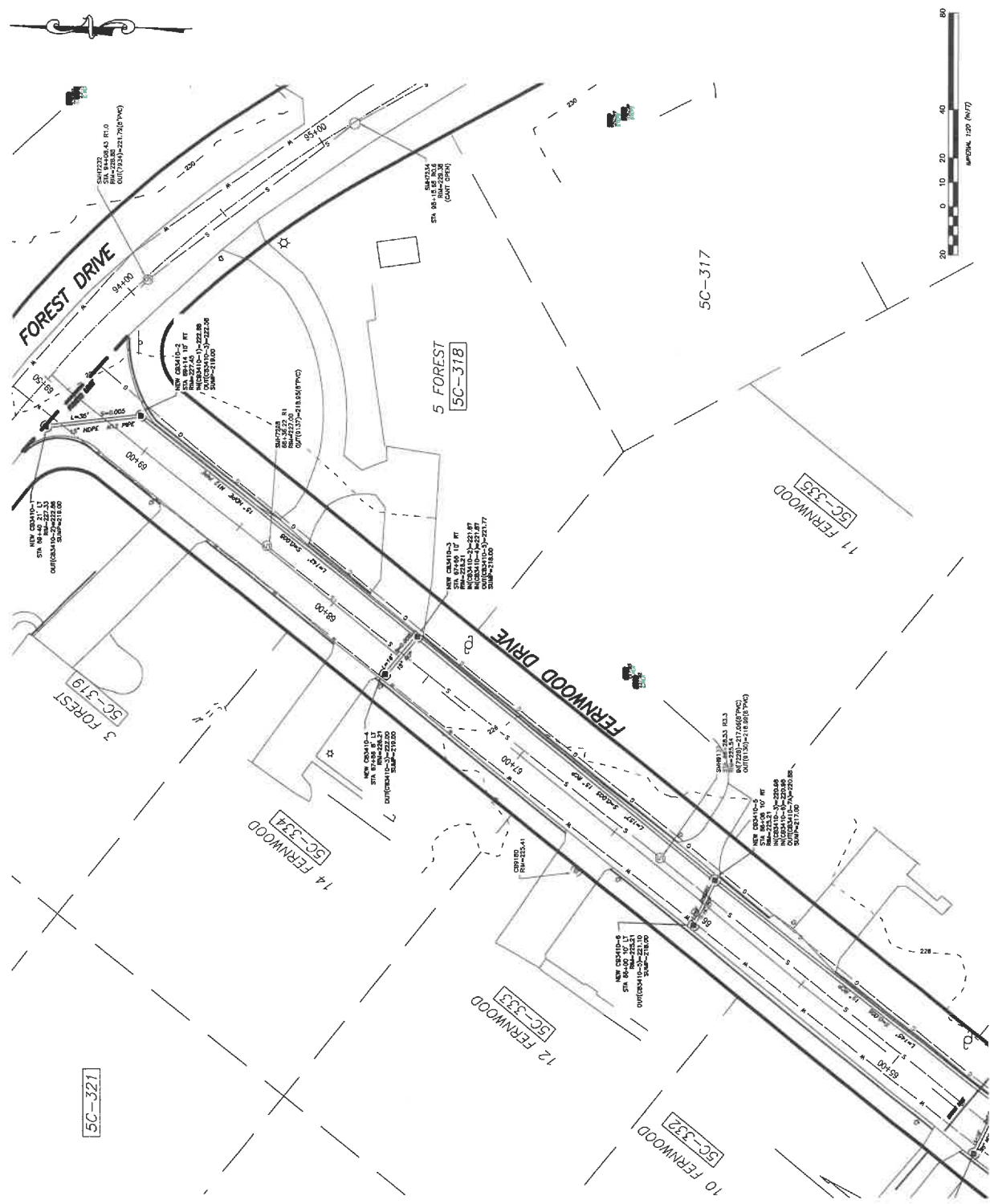




REV.	DATE	DESCRIPTION

DATE: MAY 4, 2023
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BARBOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 CHK BY: DBT
 DR BY: DBT

SCALE: 1" = 20'
 PROJECT: P-06
 SHEET NO: 7 OF 11



- NOTES:
1. INVERTS, ELEVATIONS, AND PIPE SLOPE AND MATERIAL ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 2. CONTRACTOR TO VERIFY PROPER CLEARANCE TO OVERHEAD UTILITIES.

5C-321

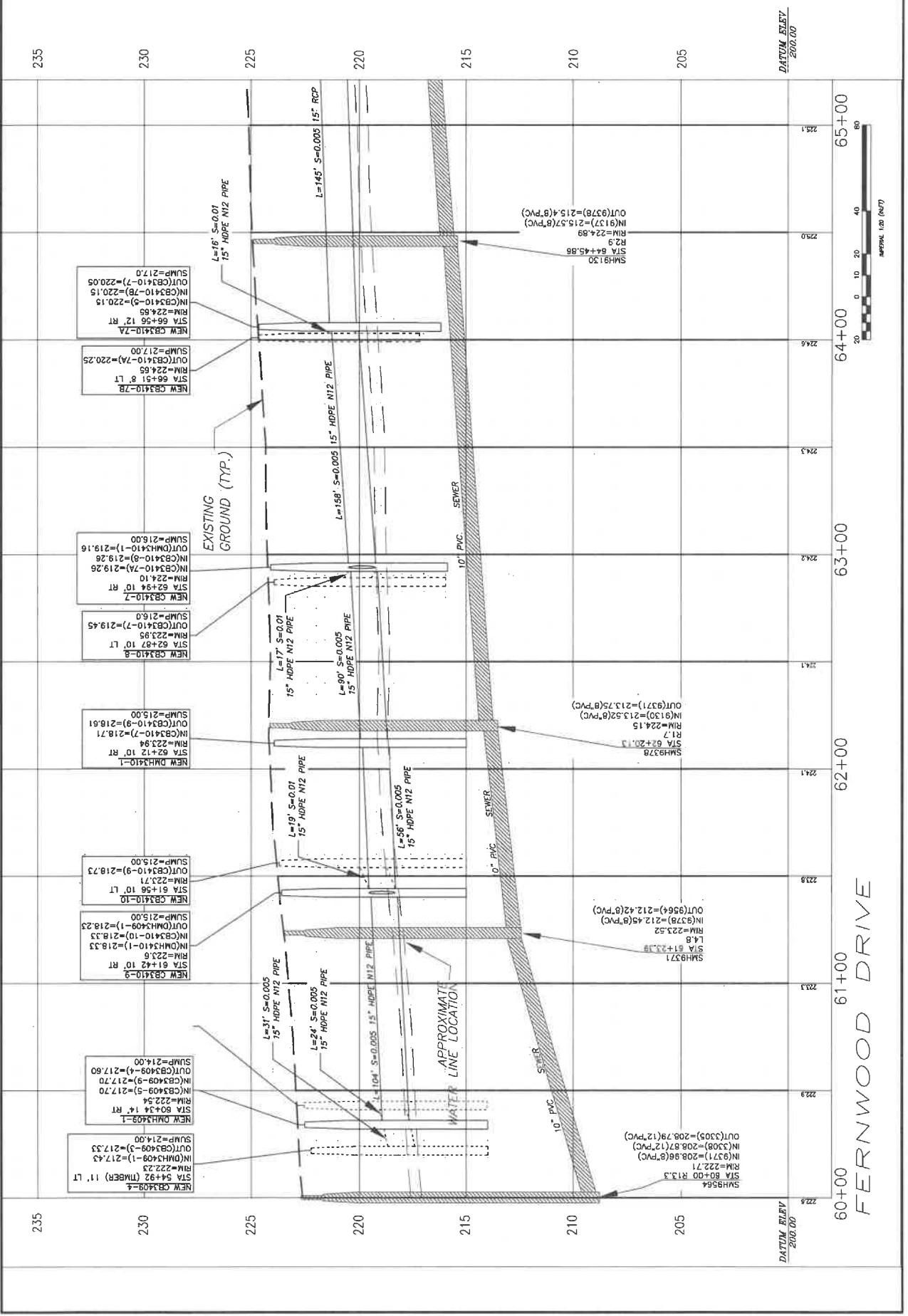


REV.	DATE	DESCRIPTION	DR	OK

DATE: MAY 4, 2023
 CHK BY: DBT

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054

SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL
 PROJECT: FERNWOOD DRIVE DRIVE DRAINAGE IMPROVEMENTS
 SHEET NO. 8 OF 11



DATE: MAY 4, 2023
 CHK BY: DBT

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054

SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL
 PROJECT: FERNWOOD DRIVE DRIVE DRAINAGE IMPROVEMENTS
 SHEET NO. 8 OF 11



DATE: MAY 4, 2023
 CHK BY: DBT

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054

SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL
 PROJECT: FERNWOOD DRIVE DRIVE DRAINAGE IMPROVEMENTS
 SHEET NO. 8 OF 11



DATE: MAY 4, 2023
 CHK BY: DBT

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054

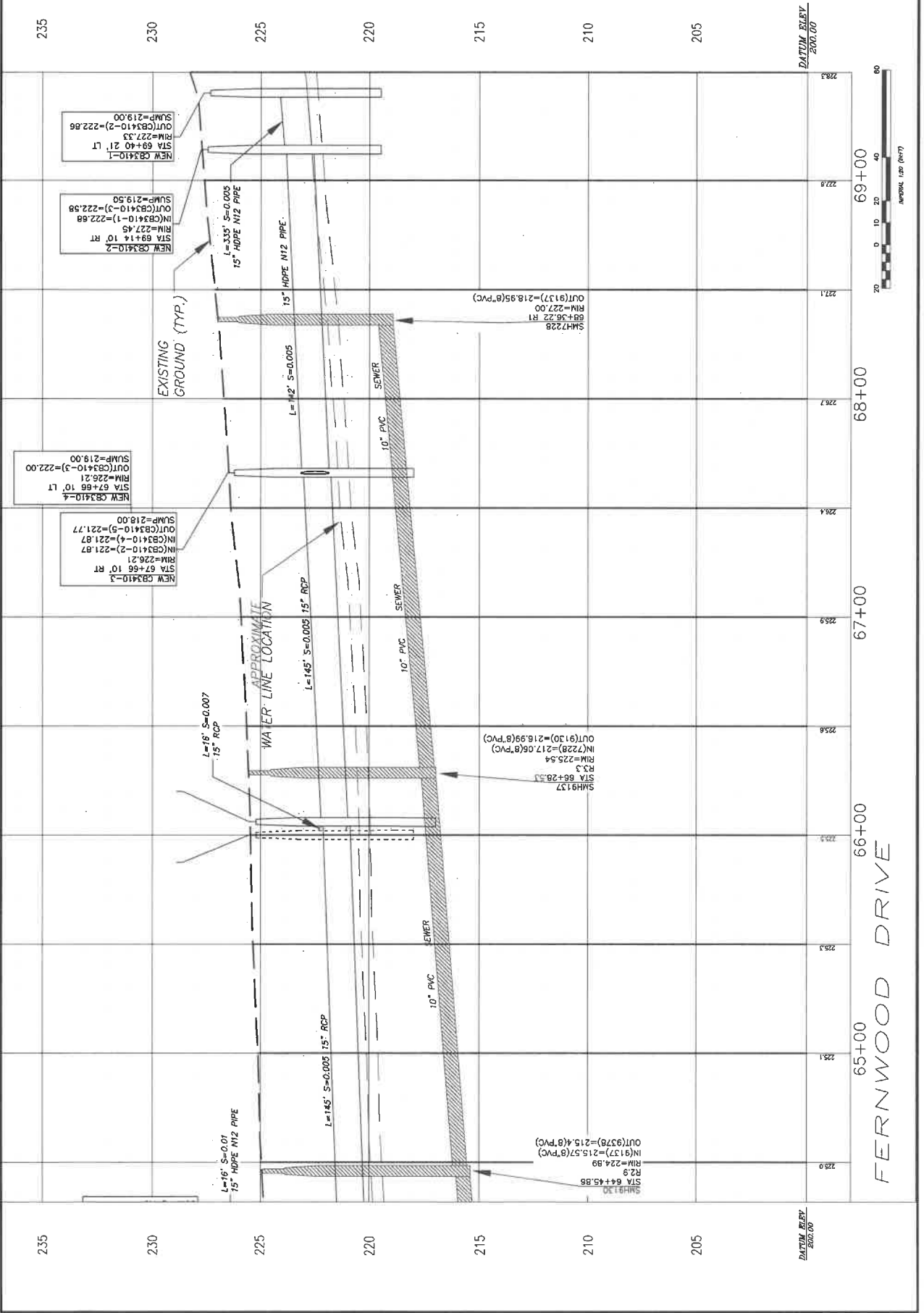


REV.	DATE	DESCRIPTION

DATE: MAY 4, 2023
 CHK BY: DBT
 DR BY: DBT

MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BARBOOSIC LAKE ROAD
 MERRIMACK, NH 03054
 SCALE: 1" = 20' HORIZONTAL / 1" = 2' VERTICAL

P-08
 SHEET
 PROJECT: FERNWOOD DRIVE PLAN AND PROFILE
 SHEET NO. 9 OF 11



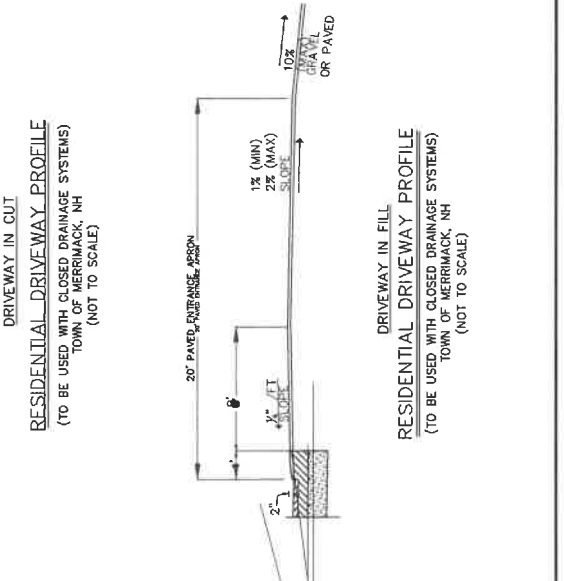
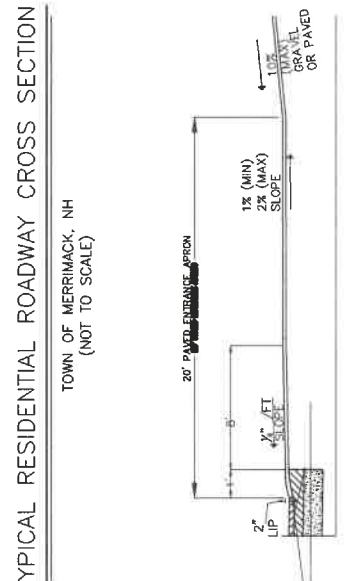
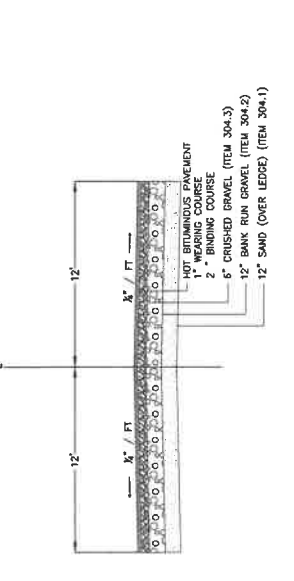
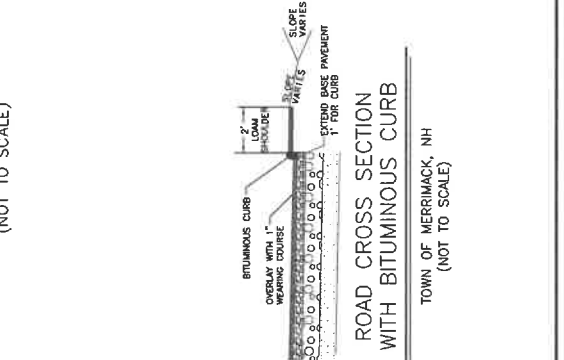
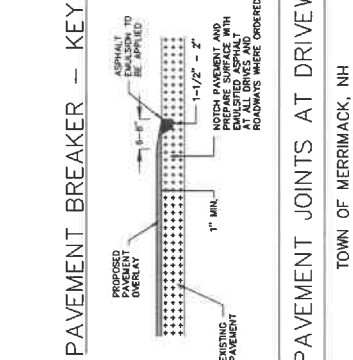
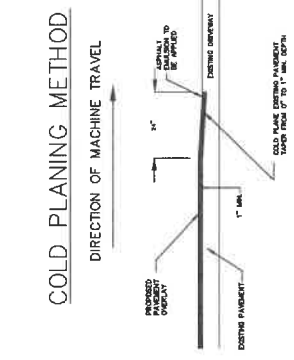
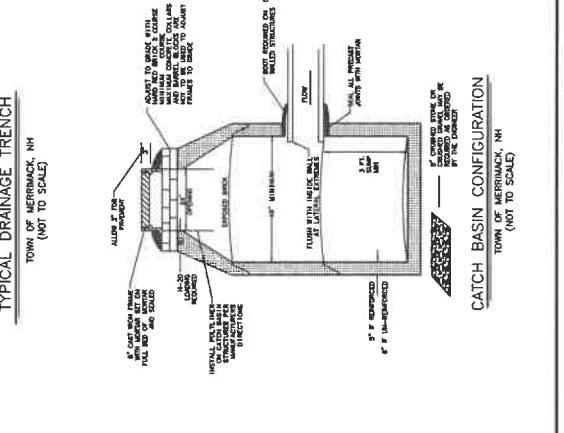
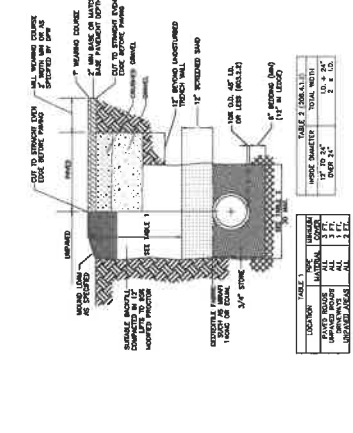
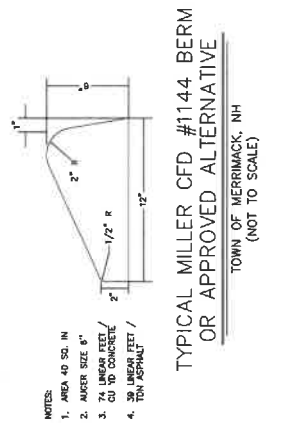
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FERNWOOD DRIVE



DATE:	MAY 4, 2023
REV:	
DATE:	
DESCRIPTION:	
OR	
OR	
OR	

SCALE: NTS
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABCOCK LAKE ROAD
 MERRIMACK, NH 03054
 PROJECT: TAMER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 SHEET: D-01
 FILE: SHEET
 PROJECT: TOWN OF MERRIMACK, NH
 SHEET NO. 10 OF 11

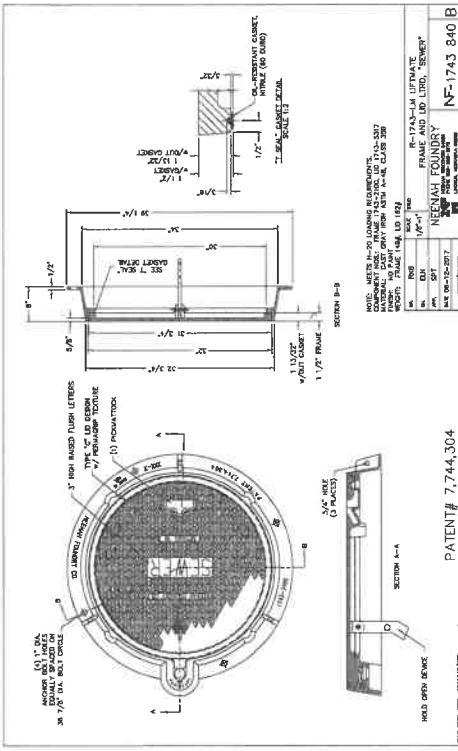
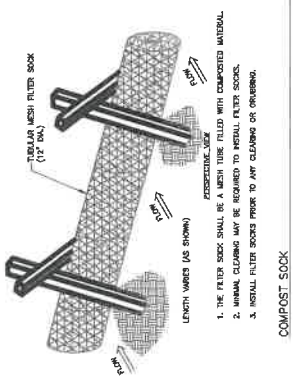


DESCRIPTION	DATE	REV.
OK		

DATE: MAY 4, 2023
 SCALE: NTS
 MERRIMACK DEPARTMENT OF PUBLIC WORKS
 6 BABOOSIC LAKE ROAD
 MERRIMACK, NH 03054

TIMBER LANE AND FERNWOOD DRIVE DRAINAGE IMPROVEMENTS
 CHECK BY: DBI
 DRAWN BY: DBI

- EROSION AND SEDIMENTATION CONTROL NOTES**
- THE EROSION CONTROL MEASURES SHOWN ARE DIAGRAMMATIC. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PLACE THE APPROPRIATE CONTROL MEASURES IN THE BEST SUITED LOCATIONS.
 - PRIOR TO STARTING ANY OTHER WORK ON THE SITE, THE CONTRACTOR SHALL NOTIFY APPROPRIATE AGENCIES AND AGENCIES SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS.
 - THE CONTRACTOR SHALL INSPECT AND MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND WITHIN TWENTY FOUR HOURS AFTER EACH STORM EVENT (0.25" OR GREATER) AND DISPOSE OF SEDIMENTS IN AN UPLAND AREA SUCH THAT THEY DO NOT ENCUMBER OTHER DRAINAGE WAYS AND PROTECTED AREAS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL CONSTRUCTION SUCH THAT SEDIMENTATION SHALL NOT AFFECT REGULATORY PROTECTED AREAS (IE WETLANDS, RIPARIAN ZONES, ETC.). SEDIMENTATION IS CAUSED BY WATER, WIND, OR DIRECT DEPOSITION.
 - THE CONTRACTOR SHALL PERFORM CONSTRUCTION ACTIVITIES AS SHOWN TO MAINTAIN A MINIMUM AMOUNT OF THE BEFORE THEY ARE COVERED, SEEDED, OR OTHERWISE STABILIZED TO PREVENT EROSION.
 - UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF EROSION CONTROL MEASURES AND CLEAN DEBRIS AND SEDIMENT FROM THE DRAINAGE SYSTEM.
 - AREAS REMAINING UNSTABILIZED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE TEMPORARY SEEDED AND MULCHED. HAY MULCH SHALL BE APPLIED AT A MINIMUM RATE OF POUNDS PER SQUARE YARD.
 - PERMANENT SEEDING SHALL OCCUR BETWEEN APRIL 1 AND JUNE 1 AND/OR BETWEEN AUGUST 15 AND OCTOBER 15. ALL SEEDING SHALL BE HAY MULCHED.
 - DUST SHALL BE CONTROLLED THROUGH THE USE OF WATER OR OTHER INDUSTRY APPROVED STANDARD METHODS.
 - SOILS TO BE STOCKPILED FOR A PERIOD OF MORE THAN SEVEN (7) DAYS SHALL BE MULCHED. THE CONTRACTOR SHALL INSTALL SILT FENCE AND/OR COMPOST SOCK ALONG THE DOWNHILL SIDE OF THE STOCKPILE.
 - THE CONTRACTOR SHALL PROVIDE TEMPORARY SEDIMENTATION BASINS AND TEMPORARY DIVERSION SWALES TO CONTROL SEDIMENTATION AND STORMWATER RUNOFF DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL NOTIFY THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (NHDES).
 - THE CONTRACTORS SHALL PROVIDE NECESSARY EROSION CONTROLS TO INSURE THAT SURFACE WATER RUNOFF FROM UNSTABILIZED AREAS DOES NOT CARRY SILT, SEDIMENT, AND OTHER DEBRIS OUTSIDE THE SITE WORK AREA.
 - AN AREA SHALL BE CONSIDERED STABILIZED IF ONE OF THE FOLLOWING HAS OCCURRED:
 - A BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE STABILIZED AND PACKED TO A MINIMUM OF 90% OF THE DRY UNIT WEIGHT;
 - A MINIMUM OF 80% VEGETATIVE GROWTH HAS BEEN ESTABLISHED;
 - A MINIMUM OF 3-IN. OF NON EROSIIVE MATERIAL, SUCH AS STONE OR RIPRAP HAS BEEN INSTALLED;
 - EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED;
 - THE AREA HAS BEEN PAVED WITH BITUMINOUS ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, OR SIMILAR COVERS.
 - AT NO TIME SHALL THE TOTAL DISTURBED AREA BE GREATER THAN FIVE (5) ACRES.
 - ALL DITCHES, SWALES, STORMWATER BASINS, OR OTHER DRAINAGE FEATURES SHALL BE FULLY STABILIZED PRIOR TO DISCHARGING STORMWATER TO THEM.
 - ALL DRIVEWAYS, ROADWAYS, AND/OR PARKING AREAS SHALL BE STABILIZED WITHIN 72 HOURS OF ACHIEVING FINISHED GRADE.
 - ALL CUT AND FILL SLOPES SHALL BE LOAMED AND SEEDED WITHIN 72 HOURS OF ACHIEVING FINISHED GRADE.
 - EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL SLOPES THAT ARE STEEPER THAN 3-FT HORIZONTAL TO 1-FT VERTICAL (3:1). EROSION CONTROL BLANKETS SHALL BE NORTH AMERICAN GREEN SCS508N OR APPROVED EQUAL.



AGREEMENT

THIS AGREEMENT is dated as of 6th day of July in the year 2023 by and between Town of Merrimack ("Owner") and CSSI ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Timber Lane and Fernwood Drive Contract will consist of installation of storm drainage piping and pre-cast concrete catch basins on Timber Road and Fernwood Drive, including reconstructing the road base per plans. Work will also include paving Timber Lane and Fernwood Drive. The road shall be hot bituminous pavement (2" base course + 1" wearing course), with loam & seed on disturbed areas. Traffic will be maintained through-out construction.

1.02 Hours of Work

Normal hours of Work shall be between 7:00 AM and 4:00 PM, Monday through Friday. No equipment shall be operated between the hours of 7:00 PM and 7:00 AM or on Sundays or Holidays. Extended work hours may be approved by the Town if proposed by the Contractor with 48 hr notice.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- A. Timber Lane and Fernwood Drive Drainage Improvements Project.
- B. The Project has been designed by and is under the direction of the Town of Merrimack, Department of Public Works (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before November 3, 2023, and completed and ready for final payment in accordance with Paragraph 14.07 of the Modified Standard General Conditions on or before December 1, 2023.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner a fee in accordance with the schedule listed in the Supplemental Specification in the Contract Documents.

ARTICLE 4 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Total of all Bid Prices (Unity Price Work): Six Hundred Four Thousand Six Hundred Ninety Eight dollars and Zero cents. \$ 604,698.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the Modified Standard General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified Standard General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified Standard General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the Modified Standard General Conditions shall bear interest at the maximum rate allowed by law in the state where the project is located.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Modified Standard General Conditions (pages i to 51, inclusive).
 - 3. Supplementary Specifications.

4. Drawings consisting of 11 sheets with each sheet bearing the following general title: Timber Lane and Fernwood Drive Drainage Improvements.
5. Addenda (numbers 1 to 1, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed in the form of a Purchase Order.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified Standard General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the Modified Standard General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.


10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on July 6, 2023 (which is the Effective Date of the Agreement).

OWNER: Town of Merrimack



By: Paul Miceli

Title: Town Manager

Attest: 

Title: DPW Director

Address for giving notices:
Town of Merrimack, DPW
6 Baboosic Lake Road
Merrimack, NH 03054

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

CSSE

By: 

Title: V.P.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Dep. DPW Director

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:
