



**Town of Effingham**  
**Selectmen's Office**  
68 School Street  
Effingham, New Hampshire 03882

**Town of Effingham**  
**THREE YEAR ROAD MAINTENANCE SPECIFICATIONS**  
**January 1, 2024 and expires December 31, 2026**

**The Contractor's general responsibilities shall be as follows for the length of this contract:**

1. The Board of Selectmen reserves the right to inspect the contractor's equipment before awarding the road maintenance contract and at any other time as deemed necessary.
2. The Contractor agrees to be available for emergency roadwork. "Emergency", as it relates to this contract, is defined as a situation that must be addressed within one hour from when the emergency situation has been brought to the attention of either the Contractor or the Board of Selectmen, i.e., a tree that has fallen and is blocking a road, or a road that has been washed out and poses a serious threat to motorist safety. If the Contractor, after receiving notice of the emergency, is unavailable to address the emergency, the Board of Selectmen has the right to retain another professional to perform the necessary roadwork.
3. The Contractor agrees to utilize Best Management Practices (BMP's) whenever necessary with respect to all work performed.
4. The Contractor agrees to notify the Board of Selectmen of vendors that the Contractor may use for materials that will be billed to the Town of Effingham and provide any receipts for materials within 10 days to the Board of Selectmen.
5. The Contractor agrees to submit statements for payment which include the following:
  - Each road worked on shall be accounted for separately
  - Name of road and amount of material used and where it has been used
  - Type of equipment used
  - Number of hours the equipment was used
  - Type of work done
6. If the Contractor has incurred expense for the purchase of materials, which is to be reimbursed, an invoice from the vendor will be required.
7. The Contractor or designee agrees to meet with the Board of Selectmen at their request, at a weekly meeting or another pre-arranged time, through the term of the contract.
8. The Contractor agrees to remove and properly dispose of dead animals in the road, or within the right of way, in a timely manner.
9. The Contractor agrees to maintain, and provide evidence to the Board of Selectmen, that all vehicles and equipment to be used by Contractor during the life of the agreement are, to the extent required by state law, currently registered and inspected.

10. The Contractor will be responsible for managing traffic safety while working on any road as directed and approved by the Effingham Police Department.
11. The Contractor must submit the following documentation with the proposal and will be required to maintain and enforce the items listed in this section. All items must be kept current and on file at the Selectmen's Office throughout the duration of this contract. Proof of applicable insurance coverage and other pertinent documentation must be kept on file with the Town for any Board approved sub-contractors as well.
  - A The Contractor shall provide proof of current and adequate automobile and equipment insurance coverage.
  - B The Contractor shall provide proof of current Worker's Compensation insurance covering the Contractor's employees
  - C The Contractor shall provide proof of current and sufficient property liability insurance with a minimum coverage of One Million Dollars (\$1,000,000.00) for each occurrence, and a minimum aggregate of Two Million Dollars (\$2,000,000.00), issued by a recognized insurance company satisfactory to the Town.
  - D. The Contractor shall notify the insurance company issuing the aforementioned insurance policies, to include the Town of Effingham as additionally insured. The Contractor shall also procure a written agreement from his/her insurance companies that they will provide at least ten (10) days written notice to the Town in the event of policy cancellation prior to execution of the contract.
  - E. The Contractor will submit a completed hourly rate agreement stating proposed contract rates. The Contractor must sign and date the non-collusion clause at the bottom of the form.

**All the aforementioned documentation contained in this section must be part of the proposal package submitted. Missing documentation will result in the proposal being rejected by the Board of Selectmen.**

12. The per hour cost of equipment and operator, as submitted with the proposal package on the "Road Maintenance Hourly Rate Agreement", will remain in force for the term of this agreement.
13. The Contractor agrees to indemnify, hold harmless and release the Town of Effingham for any and all liability and/or claims for personal injury or damage to property, including attorney's fees, arising from the Contractor's performance under this Contract.
14. The Contractor will also provide the Board of Selectmen a list of phone numbers to be used should the Contractor need to be contacted.
15. When there has been a severe weather event, the Contractor will be required to check all town roads for wash-outs, downed trees, etc. within a reasonable timeframe following the weather event.
16. During the term of the contract, the Contractor is responsible for monitoring the condition of all Town roads. The Selectmen will provide a list of gravel roads that will periodically need to

be maintained with a grader and/or yolk rake. If either the Contractor or the Board of Selectmen discern a road or roads need to be graded due to road condition at a time other than those times when all gravel roads are scheduled for grading it will only be done with permission from the Board of Selectmen.

17. The Contractor agrees to advise the Board of Selectmen of recommended road repairs, in order of priority, including, but not limited to: culvert replacement, areas requiring cold patch and roads in need of ditching and providing an estimated cost of materials and labor.
18. Ditches and town-owned culverts are to be cleaned and kept free of debris as directed by the Board of Selectmen.
19. The Contractor may be responsible for overseeing calcium chloride application on gravel roads. This may require the Contractor to ride in the truck during the entire application process to ensure application on all town gravel roads.
20. The Contractor further agrees:
  - A. To perform road maintenance throughout the term of the contract, such as removing fallen trees, branches, and other debris from Town roads, and repairing dangerous road conditions such as seasonal frost heaves, potholes, etc.
  - B. To be responsible for posting "FROST HEAVES" signs for those areas requiring them. The Town of Effingham will provide the Contractor with the signs.
  - C. To post weight limit signs in the spring when the Selectmen have deemed necessary and remove the signs when the Selectmen vote to lift the weight restriction. The Town of Effingham will provide the Contractor with the signs.
21. If the Contractor fails, at any time, to substantially perform its obligations under the agreement, including failing to comply with the road maintenance specifications, after receiving notice from the Board of Selectmen of the insufficiency and failing to cure the insufficiency within the time period stated by the Board in its notice, the Board may terminate the agreement immediately.
22. The agreement shall become binding upon the parties when signed and shall supersede all prior or contemporaneous communications or negotiations, both oral and written, and constitutes the entire agreement between the parties. These road maintenance specifications shall be incorporated into and made part of the parties' agreement.
23. There shall be no amendment to the parties' agreement or these road specifications unless such amendment is in writing and signed by both parties.
24. If any provision of the parties' agreement or these road maintenance specifications is deemed invalid, the other provisions shall not be affected thereby.
25. The parties' agreement shall be governed by the law of the State of New Hampshire.

**Town of Effingham**  
Road Maintenance Hourly Rate Agreement  
January 1, 2024 - December 31, 2026

Per hour quote should include the cost of an operator and any other equipment needed (ie: york rake, truck and operator).

Equipment Model/and or weight

- |                                    |                  |
|------------------------------------|------------------|
| 1. Front end loader                | \$_____ per hour |
| 2. Road grader                     | \$_____ per hour |
| 3. York rake                       | \$_____ per hour |
| 4. $\frac{3}{4}$ ton truck         | \$_____ per hour |
| 5. One ton truck                   | \$_____ per hour |
| 6. Ten-wheel dump truck            | \$_____ per hour |
| 7. Tri-axle dump truck             | \$_____ per hour |
| 8. Labor                           | \$_____ per hour |
| 9. Power saw                       | \$_____ per hour |
| 10. Woodchipper                    | \$_____ per hour |
| 11. Excavator                      | \$_____ per hour |
| 12. Backhoe                        | \$_____ per hour |
| 13. PTO Blower of at least 50K FPM | \$_____ per hour |
| 14. Road sweeper                   | \$_____ per hour |
| 15. Vibratory Roll                 | \$_____ per hour |
| 16. Water Truck                    | \$_____ per hour |
| 17. Plate Compactor                | \$_____ per hour |

18. Accessibility to gravel and fill if required: \_\_\_\_\_yes \_\_\_\_\_no

**Note:** *Equipment shall be of a size appropriate for the maintenance of municipal roads as determined by the Board of Selectmen.*

Proposals must be submitted to the Selectmen's office in a sealed envelope marked "Road Maintenance contract" no later than 2:00 pm Tuesday, November 14, 2023.

The Board of Selectmen reserves the right to reject any or all proposals it feels does not serve the best interest of the Town of Effingham. Proposals will be opened at the regular weekly meeting of the Board of Selectmen on November 21, 2023. The meeting starts at 5:15 pm.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud and with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of company submitting proposal

\_\_\_\_\_

Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Email \_\_\_\_\_

Name of person authorized to bind the company

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

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