

BOND RELEASE REQUEST
FRIAR COURT RIGHT OF WAY

Attached, please find a request from the Town Engineer for the Planning Board to approve a bond release relative to the construction within the Friar Court Right of Way located at 161 Lowell Road, Hudson NH. This bond was previously in amount of \$251,994.00, reduced to \$54,554.00. The request is to release the remaining \$54,554.00. The maintenance bond for this project will be retained within the off-site improvements bond held by GFI.

SITE: 161 Lowell Road – Map 209/Lot 001-001

ATTACHMENTS:

- A. Memorandum from Elvis Dhima, dated August 12, 2024 – Attachment “A”
- B. Bond Reduction Notice of Approval Form dated September 20, 2023 – Attachment “B”
- C. Town of Hudson, NH Road Guarantee Estimate Form dated June 4, 2020 – Attachment “C”

DRAFT MOTION

I move to release the bond in amount of \$54,554.00 relative to construction within the Friar Court Right of Way, in accordance with the recommendation of the Town Engineer, Elvis Dhima.

Motion by: _____ Second: _____ Carried/Failed: _____



TOWN OF HUDSON

Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142



MEMORANDUM

TO: Planning Department

FROM: Elvis Dhima, P.E., Town Engineer

DATE: August 12, 2024

RE: Bond Related to Friars Court Apartment Complex
161 Lowell Road Hudson, NH.
Phase I & II – Friar Court Construction

Mr. Chairman:

The applicant has on file a bond related to Friar Court Construction for the amount of \$54,554. This bond amount was related to construction on Friar Court Right of Way and all the work was completed last year.

The applicant has requested a release of the bond and Engineering Department's recommendation to Planning Board is approve the release the full amount of 54,554.



TOWN OF HUDSON


Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142



MEMORANDUM

TO: Brian Groth, Town Planner
Planning Department

FROM: Elvis Dhima, P.E., Town Engineer 

DATE: August 31, 2023

RE: Bond Related to Friars Court Apartment Complex
161 Lowell Road Hudson, NH.
Phase I & II – Friar Court Construction

Mr. Groth:

The applicant has on file a bond related to Friar Court Construction for the amount of \$251,994. This bond amount is related to construction on Friar Court Right of Way and most of the work was completed last year.

The applicant has requested a reduction of the bond and Engineering Department's recommendation to Planning Board is approve the reduction of the bond to \$54,554.



Bond No S286289

SITE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Dakota Partners, Inc _____ as Principal, hereinafter called Principal, and NGM Insurance Company, a corporation organized and existing under the laws of the State of Florida, with its principal office in the City of Jacksonville, Florida, as Surety, hereinafter called Surety, are held and firmly bound unto Town of Hudson, NH as Obligee, hereinafter called Obligee, in the amount of Two Hundred Fifty One Thousand, Nine Hundred Ninety-Four and 00/xx Dollars (\$251,994.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee have entered into a contract dated June 25, 2020_ to construct certain improvements on the property/lot known as Construction of Friar's Drive; and

WHEREAS the Obligee has requested that the Principal provide this bond;

This bond shall remain in full force and effect until released by the Obligee. In those instances where some of the improvements are approved or accepted by the Obligee partial release from the bond shall be granted.

This bond is issued subject to the following expressed conditions:

1. The aggregate liability of the surety shall not exceed the sum set forth above.
2. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the Obligee as an alternative to completing the work.
3. This bond shall inure to the benefit of the Obligee only and no other party shall acquire any rights hereunder.
4. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the Obligee by registered mail or over night courier at the following address: 55 West Street, Keene, NH 03431.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform the work referenced above, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Upon approval or acceptance of all improvements by the Obligee, or upon replacement of this bond by another bond, liability under this bond shall cease.

Signed and sealed this 1st day of July, 2020.

Attest 

Dakota Partners, Inc
BY: Nada Bogharian



Attest 

NGM Insurance Company
BY: Andrew P. Troy (Seal)
Andrew P. Troy, Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andrew P. Troy** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Two Hundred Fifty One Thousand Nine Hundred Ninety Four Dollars (\$251,994)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this _____ day of _____, _____.

Nancy Giordano-Ramos

Attachment "C"

TOWN OF HUDSON, NH ROAD GUARANTEE ESTIMATE FORM

I hereby certify that, in addition to any work already completed, the following itemized statement and estimate unit costs will complete all improvements required by the Hudson, NH Planning Board for the following Streets:

Owner/Developer Name: Dakota Partners, Inc. Date: 06/04/2020

Project Name: Friars Court - FRIARS DR - v32 BOND Map: 209 Lot: 1-1

Street Name: Friars Drive (v 32) Street Length: 1,130 FT

					Total	Bond Remaining	Date
Clearing, 50' width	2.5 A.C.	@	\$ 7,500.00	= \$	18,750	<u> </u>	<u> </u>
Excavation	5000 C.Y.	@	\$ 10.00	= \$	50,000	<u> </u>	<u> </u>
Ledge Removal Mass	C.Y.	@	\$ 35.00	=	<u> </u>	<u> </u>	<u> </u>
Trench Ledge	C.Y.	@	\$ 50.00	=	<u> </u>	<u> </u>	<u> </u>
Drainage Swales	500 L.F.	@	\$ 7.00	= \$	3,500	<u> </u>	<u> </u>
Drainage Swale w/Riprap	100 L.F.	@	\$ 10.00	= \$	1,000	<u> </u>	<u> </u>
Hay Bale Dike	30 EA	@	\$ 5.00	= \$	150	<u> </u>	<u> </u>
Silt Fence	1500 L.F.	@	\$ 5.00	= \$	7,500	<u> </u>	<u> </u>
Storm Drains Size/Type							
12" HDPE	812 L.F.	@	\$ 35.00	= \$	28,420	<u> </u>	<u> </u>
15"	98 L.F.	@	\$ 36.00	= \$	3,528	<u> </u>	<u> </u>
18"	<u> </u> L.F.	@	\$ 40.00	=	<u> </u>	<u> </u>	<u> </u>
21"	<u> </u> L.F.	@	\$ 45.00	=	<u> </u>	<u> </u>	<u> </u>
24"	<u> </u> L.F.	@	\$ 50.00	=	<u> </u>	<u> </u>	<u> </u>
30"	<u> </u> L.F.	@	\$ 60.00	=	<u> </u>	<u> </u>	<u> </u>
36"	<u> </u> L.F.	@	\$ 70.00	=	<u> </u>	<u> </u>	<u> </u>
6" PVC	<u> </u> L.F.	@	\$20.00	=	<u> </u>	<u> </u>	<u> </u>
6" Underdrain	<u> </u> L.F.	@	\$ 15.00	=	<u> </u>	<u> </u>	<u> </u>
8" Underdrain	<u> </u> L.F.	@	\$ 18.00	=	<u> </u>	<u> </u>	<u> </u>
Additional Excavation for Structures	C.Y.	@	\$ 6.00	=	<u> </u>	<u> </u>	<u> </u>
4' Catch Basins	83 V.F.	@	\$ 300.00	= \$	24,900	<u> </u>	<u> </u>
5' Catch Basins	V.F.	@	\$ 350.00	=	<u> </u>	<u> </u>	<u> </u>
4' Drain Manholes	34 V.F.	@	\$ 350.00	= \$	11,900	<u> </u>	<u> </u>
5' Drain Manholes	V.F.	@	\$ 400.00	=	<u> </u>	<u> </u>	<u> </u>
Headwalls	3 EA.	@	\$ 1,300.00	= \$	3,900	<u> </u>	<u> </u>
Rip-Rap	82 S.Y.	@	\$ 36.00	= \$	2,952	<u> </u>	<u> </u>

Subdivision Name: ___ Friars Court - FRIARS DR - v32 BOND _____

						Total	Bond Remaining	Date
Sanitary Sewer Size								
6" PVC Service Connection	_____ L.F.	@ \$	22.00 =	_____	_____	_____	_____	_____
8" PVC								
0' - 12' Depth	225 L.F.	@ \$	60.00 =	\$ 13,500	_____	_____	_____	_____
12' - 18' Depth	_____ L.F.	@ \$	80.00 =	_____	_____	_____	_____	_____
10" PVC	_____ L.F.	@ \$	80.00 =	_____	_____	_____	_____	_____
Other 8" STL SLEEVE	125 L.F.	@ \$	80.00 =	\$ 10,000	_____	_____	_____	_____
Sanitary Sewer Manholes 4' dia.	16 V.F.	@ \$	350.00 =	\$ 5,600	_____	_____	_____	_____
Sanitary Sewer Manholes 5' dia.	_____ V.F.	@ \$	375.00 =	_____	_____	_____	_____	_____
Service Cleanout	_____ EA.	@ \$	150.00 =	_____	_____	_____	_____	_____
Water Main Size (valves included)								
4" DIP Class 52	_____ L.F.	@ \$	55.00 =	_____	_____	_____	_____	_____
6" DIP Class 52	33 L.F.	@ \$	45.00 =	\$ 1,485	_____	_____	_____	_____
8" DIP Class 52	876 L.F.	@ \$	50.00 =	\$ 43,800	_____	_____	_____	_____
10" DIP Class 52	_____ L.F.	@ \$	55.00 =	_____	_____	_____	_____	_____
12" DIP Class 52	_____ L.F.	@ \$	60.00 =	_____	_____	_____	_____	_____
T/S&V	_____ L.F.	@	\$3,500.00 =	_____	_____	_____	_____	_____
Hydrants	3 EA	@ \$	3,500.00 =	\$ 10,500	_____	_____	_____	_____
1" Copper Service (stops included)	_____ EA.	@ \$	500.00 =	_____	_____	_____	_____	_____
Bank Run Gravel	1558 C.Y.	@ \$	15.00 =	\$ 23,370	_____	_____	_____	_____
Crushed Bank Run Gravel	742 C.Y.	@ \$	20.00 =	\$ 14,840	_____	_____	_____	_____
Sand Cushion	_____ C.Y.	@	\$15.00 =	_____	_____	_____	_____	_____
Hot Bituminous Pavement 28' width								
2" Base Course Type C	456 TONS	@ \$	90.00 =	\$ 41,040	_____	_____	_____	_____
1 1/2" Wearing Course Type F	342 TONS	@ \$	90.00 =	\$ 30,780	_____	_____	_____	_____
_____ Other		@	=	_____	_____	_____	_____	_____
Tack Coat	4186 S.Y.	@ \$	0.25 =	\$ 1,047	_____	_____	_____	_____
Curbing								
Granite	1945 L.F.	@ \$	25.00 =	\$ 48,625	_____	_____	_____	_____
Cape Cod	_____ L.F.	@ \$	7.00 =	_____	_____	_____	_____	_____
Sidewalks								
5' Wide bituminous	441 S.Y.	@ \$	35.00 =	\$ 15,435	_____	_____	_____	_____
Loam and Seed								
Easement areas	1200 L.F.	@ \$	6.00 =	\$ 7,200	_____	_____	_____	_____
R.O.W. areas	2400 L.F.	@ \$	5.00 =	\$ 12,000	_____	_____	_____	_____

Attachment "C"

Town of Hudson Road Guarantee Estimate

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Subdivision Name: Friars Court - FRIARS DR - v32 BOND

					Total	Bond Remaining	Date
Bounds and Pins							
Property Pins	_____ EA.	@	\$ 200.00	=	_____	_____	_____
Road Bounds	2 EA.	@	\$ 350.00	=	\$ 700	_____	_____
Stop Signs	4 EA.	@	\$ 80.00	=	\$ 320	_____	_____
Street Signs	1 EA.	@	\$ 100.00	=	\$ 100	_____	_____
As-Built Plans	1200 L.F.	@	\$ 5.00	=	\$ 6,000	_____	_____
Landscaping							
Trees	_____ EA.	@	\$ 400.00	=	_____	_____	_____
Bushes	_____ EA.	@	\$ 200.00	=	_____	_____	_____
Guard Rails	107 L.F.	@	\$ 50.00	=	\$ 5,350	_____	_____
Utility Trench (Elec/Tel/TV)	740 L.F.	@	\$40.00	=	\$ 29,600	_____	_____
Other required improvements	HEADWALL STA 11						
TRAFFIC DETAIL	1 LS	@	\$5,000.00	=	\$ 5,000	_____	_____
Subtotal:					\$ 482,791.50	_____	_____
3% Mobilization					\$ 14,483.75	_____	_____
Engineering & Contingencies					\$ 48,279.15	_____	_____
(10% subtotal):					\$ 545,554.40	_____	_____
10% Maintenance Level:					\$ 54,555.44	_____	_____
Total Estimate:					\$ 600,109.83	_____	_____

Prepares Name: Karl Dubay Date: 04June2020

rev 8/1/2019
 rev 3/21/16
 rev 7/9/10
 excel bond form