

INVITATION TO BID

2016-007 Paving

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works (DPW), in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton's Purchasing Policy and Purchasing Procedures requests sealed written bids from qualified Contractors for paving and related services.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Frank Swift, Highway Foreman at (603) 929-5927 weekdays between the hours of 7:00AM and 3:30PM, or by email at fswift@town.hampton.nh.us.

All bids shall be submitted in conformance with this Invitation to Bid and all its sections, and any attachments, and any addenda distributed, all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualification of the bidder.

III. SCOPE OF WORK

The intent of this bid is for the Town of Hampton to hire a qualified contractor to perform the following:

Part A – Detailed Roadways: The Contractor shall perform milling, pavement overlays and associated work for the following roads:

Landing Road: From the intersection of Landing Road and Route 101 south approximately 1,100 ft., the Contractor shall cold plane 2" and provide 2" overlay to Landing Road including shim course. From this point to the end of Landing Road, the Contractor shall reclaim the pavement surface, compact, grade, and provide 2" base course and 1" wearing course pavement section. Work shall include the adjustment to five (5) structures, the installation of 60 ft. of wood post - steel beam guardrail, driveway tie-ins, and shoulder work.

Old Stage Road: From the intersection of Timber Swamp Road to the Old Stage Road Bridge, the Contractor shall provide 1-1/2" overlay to Old Stage Road. Work shall include drive way tie-ins, and shoulder work.

Driftwood Road, Cedarview Lane, Forest Drive, and Maplewood Drive: From the intersection of roadways with Route 27, the Contractor shall cold plane 2" and provide 2" overlay to each road listed above. Work shall include the adjustment to thirty five (35) structures, driveway tie-ins, and shoulder work.

Watson Lane: From the intersection of Lafayette Road to the intersection of Mill Road, the Contractor shall cold plane 2" and provide 2" overlay to Watson Lane. Work shall include the adjustment to 5 (five) structures, driveway tie-ins, and shoulder work.

Part B – Asphalt Pricing Town: The Contractor shall provide a price of hot mix asphalt for the Town of Hampton at the Vendor's plant for Town pickup. The Town reserves the right to consider

distance to plant and other factors in award of this portion of the bid. The Contractor will need to provide a written quote on the Vendor's letterhead as part of the bid proposal submittal.

Part C – Asphalt Pricing Contractor: The Contractor shall provide a price of hot mix asphalt per ton for additional paving projects that may be requested by the Town for the Contractor to perform pavement overlays and associated work (Machine Method).

Part D – Cold Planing: The Contractor shall provide a price for the cold planing of roadway surfaces for additional paving projects that may be requested by the Town for the Contractor to perform cold planing work.

Part F – Casting and Structure Adjustment: The Contractor shall provide a price to perform additional casting and structure adjustments that may be requested by the Town for the Contractor to perform.

Part G – Shoulder Work: The Contractor shall provide a price to supply and install shoulder leveling material for additional shoulder work that may be requested by the Town for the Contractor to perform.

IV. SCHEDULE OF WORK

It shall be the obligation of the Contractor to complete all work before August 22, 2016. Following award of contract, the Contractor shall coordinate the scheduling of all work with the DPW Director or his designee. At minimum, DPW will be given two (2) weeks' notice prior to commencement of any work. No work shall be conducted between May 27 and 30, 2016 or July 1 and 4, 2016.

V. DETAILED SPECIFICATIONS

PART A – Detailed Roadways

1. A preconstruction video will be required from the Contractor. The preconstruction video shall cover each section of roadwork showing the centerline, edges of pavement, driveways, mailboxes, ornamental fences, and intersections with additional spot areas as necessary to show the full scope of the intended work area. A copy of the video on DVD shall be supplied to the Town prior to commencing with the work or moving equipment to the site.
2. Depth of cold planing shall be as specified by the DPW Director or his designee upon verification of field conditions. Typically, the Town will look for the planing to be between 1 to 2 inches in depth.
3. Only machinery approved by the Town through the DPW Director or his designee shall be used to cold plane or crush/grind existing asphaltic concrete pavement and portion of the existing gravel base material simultaneously.
4. The crushed materials shall conform to the following gradation requirements:

Sieve Designation	% Passing by Weight
3"	100
1-1/2"	70-100
3/4"	55-90
#4	40-75

Sieve Designation	% Passing by Weight
#40	10-30
#200	3-10

5. Crushed or ground material shall be graded and compacted to 95%, with grading to match preexisting profile with adjustments as required by the DPW Director or his designee.
6. Roadways that have had material crushed or ground shall have the centerline crown of the road re-established and graded at ¼” per foot to the edge of pavement.
7. Hot mix design “Types” which specify aggregate gradation and asphalt content are included in the attached table entitled “Composition of Mixtures – Master Ranges”. All hot mix designs are to adhere to these specifications as indicated. The Contractor shall apply the following types of hot mix asphalt over the reclaimed base material:
 - Binder course, Full Width, Machine Method, Compacted, NHDOT Type B
 - Wearing course, Full Width, Machine Method, Compacted, NHDOT Type E
 - Shim course, various thickness, Machine Method – NHDOT Type F
8. Compaction of new hot mix asphalt shall conform to NHDOT Specification 401.3.12. Paver speed shall be such that dragging and corrugations do not appear in the finished surface. Asphalt mixture shall be set in place by rolling with a steel roller after spreading and adjusting surface irregularities.
9. All Structures shall be adjusted as necessary where paving operations will leave structures below the proposed surface. When reconstruction or adjustment of existing structures is specified, the frames and grates or covers shall be removed and the walls reconstructed as required. The frames and grates or covers shall be cleaned and reset at the required elevation.
10. Finish paving shall be such that puddles, birdbaths, etc. are eliminated from abutting driveways, gutters, and the traveled portion of the road, and if any puddles, birdbaths, etc. are found after the work is completed, these shall be repaired within two (2) weeks after notification, by means approved by the Town.
11. Work on shoulders and driveway aprons will follow immediately.
12. Driveway aprons shall be saw cut and pavement removed. Gravel bases shall be adjusted and compacted (handwork) in preparation of providing hot bituminous paving flush to each existing driveway aprons.
13. In every location where new pavement abuts existing pavement an application of emulsion beforehand will be required. Emulsion shall meet NHDOT Spec 410.00.
14. Shoulder work will match that of existing abutting properties.
15. Guardrail shall be steel beam wood post based on NHDOT Standard No. GR-2A.

PART B – Asphalt Pricing Town

1. The Contractor shall provide a price of hot mix asphalt per ton for the Town of Hampton at the Vendor’s plant for Town pickup. Hot mix design “Types” which specify aggregate gradation and asphalt content are included in the attached table entitled “Composition of Mixtures – Master Ranges”. All hot mix designs are to adhere to these specifications as indicated.

2. The Contractor shall apply the following types of hot mix asphalt over the reclaimed base material:
 - Binder course, NHDOT Type B
 - Wearing course, NHDOT Type E
 - Shim course, NHDOT Type F
3. The Town reserves the right to consider the distance to Vendor's plant and other factors in the award of the contract.
4. The Contractor shall provide a written quote on the Vendor's letterhead as part of the bid proposal submittal.

PART C – Asphalt Pricing Contractor

1. Hot mix design "Types" which specify aggregate gradation and asphalt content are included in the attached table entitled "Composition of Mixtures – Master Ranges". All hot mix designs are to adhere to these specifications as indicated.
2. The Contractor shall apply the following types of hot mix asphalt over the reclaimed base material:
 - Binder course, Full Width, Machine Method, Compacted, NHDOT Type B
 - Wearing course, Full Width, Machine Method, Compacted, NHDOT Type E
 - Shim course, various thickness, Machine Method – NHDOT Type F
3. Compaction of new hot mix asphalt shall conform to NHDOT Specification 401.3.12. Paver speed shall be such that dragging and corrugations do not appear in the finished surface. Asphalt mixture shall be set in place by rolling with a steel roller after spreading and adjusting surface irregularities.
4. Finish paving shall be such that puddles, birdbaths, etc. are eliminated from abutting driveways, gutters, and the traveled portion of the road, and if any puddles, birdbaths, etc. are found after the work is completed, these shall be repaired within two (2) weeks after notification, by means approved by the Town.
5. Work on shoulders and driveway aprons will follow immediately.
6. Driveway aprons shall be saw cut and pavement removed. Gravel bases shall be adjusted and compacted (handwork) in preparation of providing hot bituminous paving flush to each existing driveway aprons.
7. In every location where new pavement abuts existing pavement an application of emulsion beforehand will be required. Emulsion shall meet NHDOT Spec 410.00.
8. Shoulder work will match that of existing abutting properties.

PART D – Cold Planing

1. Depth of cold planing shall be as specified by the DPW Director or his designee upon verification of field conditions. Typically, the Town will look for the planing to be between 1 to 1 ½ inches in depth. Unit cost to include transportation of millings to the DPW yard on Hardardt's Way, Hampton.

2. Only machinery approved by the Town through the DPW Director or his designee shall be used to cold plane or crush/grind existing asphaltic concrete pavement and portion of the existing gravel base material simultaneously.
3. The crushed materials shall conform to the following gradation requirements:

Sieve Designation	% Passing by Weight
3"	100
1-1/2"	70-100
3/4"	55-90
#4	40-75
#40	10-30
#200	3-10

4. Crushed or ground material shall be graded and compacted to 95%, with grading to match preexisting profile with adjustments as required by the DPW Director or his designee.
5. Roadways that have had material crushed or ground shall have the centerline crown of the road re-established and graded at 1/4" per foot to the edge of pavement.

PART E – Casting and Structure Adjustment

1. This project contains manhole and catch basin adjustments of a per unit price for between 1 and 12 inches of height.
2. All Structures shall be adjusted as necessary where paving operations will leave structures below the proposed surface. When reconstruction or adjustment of existing structures is specified, the frames and grates or covers shall be removed and the walls reconstructed as required. The frames and grates or covers shall be cleaned and reset at the required elevation.
3. All structures adjusted must comply with the most recent edition of the State of NHDOT Standard Specifications For Road And Bridge Construction, Section 604.
4. Castings owned by Aquarion Water Company and Unitil Gas Services shall be raised by the utility or their contractor. The work shall be coordinated between the Contractor for the Town and the Contractor for the Utility. Sufficient time shall be allotted to the Utility Company to allow for their work.

PART F – Shoulder Work

1. The Contractor shall install processed gravel for shoulder leveling a maximum of 2.5 ft. wide at various depths to match existing conditions.

VI. METHOD OF MEASUREMENT AND PAYMENT

1. Measurement:
 - A. Cold Planing will be based on the number of square yards of area from which the milling of asphalt has been completed and accepted by the DPW Director or his designee, and the transportation of millings to the DPW yard on Hardardt’s Way, Hampton.

- B. Reclamation will be based on the number of square yards reclaimed, placed, graded, compacted, and accepted by the DPW Director or his designee, and the transportation of millings to the DPW yard on Hardardt's Way, Hampton.
- C. Structure Adjustments will be per unit adjusted including brickwork and grouting.
- D. Tack Coat will be based on an application rate between 0.02 and 0.05 gallons/SY.
- E. Base Course, Wearing Course, and Shim Course that is placed will be based on all materials, labor tools, and equipment necessary for the installation of the pavement course plus the cost of the asphalt. Weigh slips for all asphalt cement hot mix obtained from the plant which shall be turned over to the Town at the end of each workday. These items are separated as machine work and hand work
- F. Shoulder Work will be based on an average depth of 6" over a maximum of 2.5 ft. along both sides of the roadway where curbing is not present.

2. Payment:

- A. The "Bid Proposal Form" provides estimated quantities of materials to be supplied by the Contractor. The basis for payment shall be determined by actual measurements submitted by the Contractor and as reviewed and accepted by the DPW Director or his designee.
- B. The Town reserves the right to increase or decrease such estimated quantities as necessitated by field conditions and budget considerations. The DPW Director or his designee shall meet with and communicate to the Contractor's job superintendent, the scope of work and anticipated quantities for each road segment to be paved.
- C. Payment is based on the contract unit price, completed and accepted in place, including all labor, materials, tools, and equipment necessary to complete the work as specified unless otherwise noted
- D. Payment will be made within 30-days of receipt of the submission of a completed invoice and authorized by DPW Director or his designee. Payment of each invoice automatically releases any lien that the invoice may have provided against the Town.

VII. INVOICING INSTRUCTIONS

Invoicing Instructions. All invoices shall include the following information:

- 1. Company name
- 2. Date(s) of work preformed
- 3. Contract number

VIII. WEIGHING

All materials which are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State of New Hampshire or by persons registered by the Commissioner of Agriculture to do such work. All weighing shall be performed in a manner prescribed under the rules and regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.

The weighing of materials on scales located outside New Hampshire will be permitted for materials produced outside the State when requested by the Contractor, and approved by the DPW

Director or his designee. Materials must be approved by a licensed public weigh-master or a person of equal authority, on scales accepted in the State concerned

IX. WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and competent manner. The Town will make inspections of the work performed under the contract. Any inspections that indicate defects will be the responsibility of the Contractor to correct at no additional cost to the Town. There will be no cost to the Town for any re-works/corrections.

The DPW Director or his designee reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with the contract requirements.

X. CORRECTION OF DEFECTIVE WORK

Any deficiencies identified by the DPW Director or his designee during the performance of work as specified in Section III. Scope of Work and Section V. Detail Specifications shall be corrected at the time of notice, and at the expense of the Contractor.

The Town of Hampton shall require correction of defective work. In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the DPW Director or his designee and be given five (5) working days to correct work, and unreasonable delay in the performing of corrections may be grounds for termination of the Contractor. Upon failure of the Contractor to correct work, the Town of Hampton shall withhold any amount necessary for the correction of work from payments due, in order to correct the deficiencies.

XI. CHANGE ORDERS

The Contractor shall not proceed with work and materials that are not included in the bid proposal and contract agreement requirements without written prior approval of a change order by the DPW Director or his designee.

XII. WARRANTY LAW

All Federal and State Warranty Laws apply to the materials and installation.

XIII. TRAFFIC CONTROL

The Contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws during the performance of services.

The Contractor shall work in one lane at a time, and shall work with the direction of traffic in that lane.

The Contractor will be held responsible for all damage to the work from pedestrians, animals, or any other cause due to lack of adequate controlling devices.

A police detail will be required and will be paid for by the DPW. It is the responsibility of the Contractor to contact and request a police detail a minimum of 24 hours prior to the day(s) of scheduled work through the DPW Director or his designee. Failure of the Contractor to perform the requested services on a day they arranged for police details without calling the Police Department to cancel shall result in the Police Detail having to be paid by the Contractor.

XIV. CONTRACT AGREEMENT

The Contractor selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document "Bid 2016-007 Paving" and any associated documents shall become part of the contract.

Any costs the Contractor incurs in fulfilling the contract is to be included in the bid price proposed.

The Contractor and/or its employees shall not represent themselves as employees or agents of the Town of Hampton.

XV. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that there shall be a \$100/day late penalty should the Contractor fail to meet the scheduled completion dates. Such late penalty shall be deducted from the payment for the vehicles by way of liquidated damages.

XVI. USE OF SUBCONTRACTORS

The use of subcontractors will not be allowed under this contract.

XVII. LAWS, PERMITS AND LICENSING

It shall be the Contractor's responsibility, and anyone employed by the Contractor to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Contractor's responsibility, and anyone employed by the Contractor to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XVIII. NON-ASSIGNMENT

Neither the Contractor nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder, or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XIX. INDEMNIFICATION

In accepting the awarded contract, the Contractor agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed or the services to be provided.

XX. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the Contractor for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified contractor for completion of the work.

XXI. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine this Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a bid proposal. Failure to do so will not relieve the Contractor of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid. The submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent.

All costs related to the bid proposal preparation and/or submission will be borne by the submitting bidder in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc.

Any bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the Firm in a contract agreement.

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All submitted bid proposals shall be sealed and shall contain one (1) original and two (2) copies of the completed bid proposal package. This includes this entire document, including the Bid Proposal Form, all attachments, and any addenda distributed.

All bidders are required to provide the following information with their submissions, and in the order that follows:

1. One (1) Original and two (2) copies of the Invitation to Bid with the Bid Proposal Form completed
2. Vendor's quote for the price of the hot mix asphalt
3. Attachment A - Bid Bond (for Part A of the Bid Proposal Form)
4. W-9 (If submitting a Certified or Bank check, in place of the Bid Bond)
5. Attachment B – Composition of Mixtures
6. All attachments and any addendums
7. Summary of Qualifications
8. A list of three (3) references for which comparable services have been performed. This list shall include company's name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of the proposal as non-responsive. Preferred references include other local government agencies.

XXII. BONDING – BID SECURITY, PERFORMANCE, PAYMENT AND OTHER BONDS

1. The following security is required to be submitted with the bid submittal. Attachment A.
 - A. Bid Security. A bid security in the amount of 10% of the Bid Price of Part A and made payable to the Town of Hampton shall be submitted in the form of a certified or bank check

drawn upon a bank authorized to do business within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in New Hampshire.

Such security will be returned to bidders, unless retained by the Town under conditions hereinafter stipulated.

(i). Conditions of Retainage

After the opening of bid proposals, with the exception of the two most responsive and qualified bidders, the bid security of all other bidders will be returned within five (5) working days.

The bid security of the two most responsive, and qualified bidders will be returned either upon the execution of the contract with the selected Contractor, or upon expiration of 90-days from the bid-opening, if no such award is made. The Bid Security shall be forfeited to the Town of Hampton if the selected Contractor fails to execute the contract.

2. The Contractor selected through the award process will be required to submit the following in order to fulfill the terms of the contract.

- A. Performance Bond or Letter of Credit. A performance bond or a letter of credit as surety shall be submitted to the Town of Hampton by a surety company authorized to do business in New Hampshire in an amount at least equal to the bid price. Said performance bond or letter of credit shall indemnify the Town of Hampton in full against any defects or loss resulting from any failure of performance by the Contractor or its employees, material suppliers, and/or utilities in the performance of the work and completion of the project. The performance bond or letter of credit shall guarantee to the Town of Hampton that the work will be completed according to the terms of the contract. The performance bond or letter of credit shall be returned upon completion of the project plus one year.

XXIII. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the Contractor against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the work.

The Town of Hampton shall be named as an additional insured on the insurance certificates. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton."

The following shall be considered minimum standards for insurance required to perform the Scope of Work or services provided in the Town of Hampton:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the Contractor shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

2. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the Contractor must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

3. Cancellation of Insurance

The cancellation of any insurance held by the Contractor will automatically cancel the contract.

Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

XXIV. RETURN OF SEALED BID PROPOSALS

Sealed bid proposals will be received until 3:00 PM on Thursday, June 02, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "BID 2016-007 Paving".

No faxed or emailed bid proposal or faxed or emailed withdrawals of the bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its bid proposal, upon request to the Town Manager before the time of opening; the bid proposal will be returned unread. At the Town's discretion, late bid proposals may be returned to bidder unopened.

1. Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous bid proposals before or after award, or cancellation of awards or contracts based on such bid proposal mistakes, shall be permitted at the Town Manager's sole discretion. However, no changes in the proposed cost(s) or other provisions of the bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No bid proposal may be withdrawn when the result would be to award the contract to another bid proposal of the same contractor(s) or of another contractor(s) in which the ownership of the withdrawing contractor(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

XXV. DISQUALIFICATION

A bidder may be disqualified and their bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of

collusion among other bidders. Any bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in future dealings with the Town.

The lack of experience of prospective bidders may be grounds for disqualification in the award process.

XXVI. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code applies to any bid proposals received hereunder.

XXVII. AWARD

The Town acting through the Town Manager reserves the right to reject any, or all bid proposals, to waive any informality of the bid proposals received, to omit any item or items and/or to accept any bid proposal as he may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

It is the intent of the Town to award the contract to the most qualified bid proposal that meets all necessary requirements stated in this document and appendices and in accordance with the Town of Hampton's Purchasing Policy and Procedures.

An award will only be made after evaluation of all bid proposals submitted. The award will be made to the most responsive and responsible bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton, and the satisfactory negotiation of a final contract.

The lowest cost proposal may not necessarily be selected, as the Town will weigh technical and cost options to reach a final determination.

The award is expected to be made within (15) working days of the bid opening.

XXVIII. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a bid proposal to submit a letter of no response to the Town of Hampton.

XXIX. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

All prospective contractor(s) seeking to submit a bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

XXX. GOVERNING LAW AND VENUE

This Invitation to Bid, the bid proposal form, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

BID PROPOSAL FORM

2016-007 Paving

Town Manager
 100 Winnacunnet Road
 Hampton, NH 03842

Once submitted, all bid proposal prices shall be held firm and not withdrawn for 90-days from bid opening.

Please specify here in figures and words **the unit and total costs** of performing the work as specified in Section III Scope of Work and Section VI Detailed Specifications attached hereto and made a part hereof. In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

All quantities are estimated. Payment will be on the basis of actual quantities.

Part A – Detailed Roadways	Quantity
LANDING ROAD SECTION 1 (Intersection of RT 101 south +/-1100 ft.)	
2” Cold Planing	2350 SY
Unit Price Figures:	Words:
Total Price Figures:	Words:
2” Wearing Course Compacted	270 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:
LANDING ROAD SECTION 2 (REMAINING)	
Reclamation/Grade/Compact	4450 SY
Unit Price Figures:	Words:
Total Price Figures:	Words:
2” Base Course Compacted	420 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:
1” Wearing Course Compacted	220 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:

BID PROPOSAL FORM CONTINUED

Part A Continued	Quantity
Tack Coat	340 GAL
Unit Price Figures:	Words:
Total Price Figures:	Words:
Structure Adjustment	5 EA
Figures:	Words:
Total Price Figures:	Words:
Shoulder Work	6120 LF
Unit Price Figures:	Words:
Total Price Figures:	Words:
Guardrail	60 FT
Unit Price Figures:	Words:
Total Price Figures:	Words:
OLD STAGE ROAD	
1-1/2" Wearing Course Compacted	145 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:
Tack Coat	83 GAL
Unit Price Figures:	Words:
Total Price Figures:	Words:
Shoulder Work	1000 LF
Unit Price Figures:	Words:
Total Price Figures:	Words:
DRIFTWOOD, CEDARVIEW, FOREST AND MAPLEWOOD	
2" Cold Planing	10,865 SY
Unit Price Figures:	Words:
Total Price Figures:	Words:

BID PROPOSAL FORM CONTINUED

Part A Continued	Quantity
2" Wearing Course Compacted	1242 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:
Tack Coat	545 GAL
Unit Price Figures:	Words:
Total Price Figures:	Words:
Structure Adjustment	35 EA
Unit Price Figures:	Words:
Total Price Figures:	Words:
Shoulder Work	7100 LF
Unit Price Figures:	Words:
Total Price Figures:	Words:
WATSON LANE	
2" Cold Planing	2775 SY
Unit Price Figures:	Words:
Total Price Figures:	Words:
2" Wearing Course	320 TONS
Unit Price Figures:	Words:
Total Price Figures:	Words:
Tack Coat	140 GAL
Unit Price Figures:	Words:
Total Price Figures:	Words:
Structure Adjustment	5 EA
Unit Price Figures:	Words:
Total Price Figures:	Words:

BID PROPOSAL FORM CONTINUED

Part A Continued	Quantity
Shoulder Work	2080 LF
Unit Price Figures:	Words:
Total Price Figures:	Words:
Part B – Asphalt Pricing Town	Units
Base Course, Wearing Course & Shim Course (The Town desires one price)	TON
Unit Price Figures:	Words:
Total Price Figures:	Words:
Part C – Asphalt Pricing Contractor	Units
Base Course- Compacted, Machine Method	TON
Unit Price Figures:	Words:
Wearing Course – Compacted, Machine Method	TON
Unit Price Figures:	Words:
Shim Course, Machine Method	TON
Unit Price Figures:	Words:
Hand Work	TON
Unit Price Figures:	Words:
Tack Coat	GAL
Unit Price Figures:	Words:
Part D – Cold Planing	Units
Milling	SY
Unit Price Figures:	Words:
Reclamation	SY
Unit Price Figures:	Words:
Part E – Casting and Structure Adj.	Units
Casting/Structure Adjustment	EA
Unit Price Figures:	Words:
Part F – Shoulder Work	Units
Shoulder Work	LF
Unit Price Figures:	Words:

BID PROPOSAL FORM CONTINUED

The undersigned is submitting this Bid Proposal without collusion with any other individual or corporation.

By signing you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the Invitation to Bid and resulting contract.

Company Name: _____
Street Address: _____
City, State and Zip Code: _____
Business Telephone: _____
Business Fax Telephone: _____
E-Mail Address: _____
Website Address: _____
Signature of Authorized Person: _____
Date: _____

Once submitted, the prices entered on this bid proposal form shall be held firm and not withdrawn for 90 days from Bid opening.

ATTACHEMENT A - BID BOND FOR PART A OF THE BID PROPOSAL FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Town of Hampton Bid 2016 - 007 Asphalt Paving Attachment B

Composition of Mixtures – Master Ranges

Sieve Size	Base Courses						Wearing Courses										
	Type A: 31.5 mm (1-1/4 in)		Type B: 19 mm (3/4 in)		Type C: 12.5 mm (1/2 in)		Type D: 19 mm (3/4 in) Single Course		Type E: 12.5 mm (1/2 in)		Type F: 9.5 mm (3/8 in)						
	Min	Desired	Min	Desired	Min	Desired	Min	Desired	Min	Desired	Min	Desired					
31.2 mm (1-1/4 in)	95	100	95	100	95	100	95	100	95	100	95	100					
25.0 mm (1 in)	75	85	75	85	75	85	75	85	75	85	75	85					
19.0 mm (3/4 in)	62	72	62	72	62	72	62	72	62	72	62	72					
12.5 mm (1/2 in)	50	60	50	60	50	60	50	60	50	60	50	60					
9.5 mm (3/8 in)	42	50	42	50	42	50	42	50	42	50	42	50					
4.75 mm (No. 4)	28	36	28	36	28	36	28	36	28	36	28	36					
2.36 mm (No. 8)	19	24	19	24	19	24	19	24	19	24	19	24					
1.18 mm (No. 16)	13	17	13	17	13	17	13	17	13	17	13	17					
0.600 mm (No. 30)	7	12	7	12	7	12	7	12	7	12	7	12					
0.300 mm (No. 50)	3	7	3	7	3	7	3	7	3	7	3	7					
0.150 mm (No. 100)	1	4	1	4	1	4	1	4	1	4	1	4					
0.075 mm (No. 200)	0	2	0	2	0	2	0	2	0	2	0	2					
Asphalt Cement: % of Mix	3.8	4.3	4.8	5.25	6.0	5.0	5.4	5.8	5.5	6.0	6.5	6.0	6.4	7.0	6.25	6.5	7.0

- Alternate aggregate sizes are included to ensure that the coarse aggregate shall not be larger than one-half the thickness of the layer being placed.
- The asphalt content for the above mixture is based on the use of aggregate with a specific gravity of 2.65 to 2.70. The asphalt content will be adjusted when aggregate with a higher specific gravity is used.
- Reclaimed asphalt pavement is permitted.