INVITATION TO RE-BID

2016-011 Sidewalks

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 sidewalk reconstruction, as more particularly described in the following specifications and plans.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Jennifer Hale, DPW Deputy Director at (603) 926-3202 weekdays between the hours of 7:00AM and 3:30PM, or by email at jhale@town.hampton.nh.us.

All bids shall be submitted in conformance with this Invitation to Bid and all its sections, 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. BIDDER CONFERENCE

The Town of Hampton will host a voluntary Bidder Conference at the project site on Thursday, August 11, 2016 at 10:00 am. Bidders are strongly encouraged to attend this opportunity to review and discuss the project scope with representatives of the Town of Hampton. Parking will be available at the High Street Parking Lot, Hampton, NH. The Bidder Conference will gather and begin at the corner of the parking lot nearest Zesto's at 10:00 am.

IV. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and means for the construction of pedestrian safety improvements including ADA Ramp reconstruction and sidewalk reconstruction along High Street. The work includes but is not limited to the following: Excavation, installation of new curb, cement concrete (with alternate for bituminous) sidewalks and curb ramps, spreading loam and seed, traffic control management during construction and driveway apron replacement.

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

Part A – ADA Improvements: The Contractor shall remove the existing sidewalk in 8 separate locations as identified on Attachment A. In these locations ADA compliant cement concrete sidewalks, associated curbing (to match existing material), ramps and accessible warning surfaces shall be provided. All ramps and landings shall be concrete.

All work shall maintain existing drainage patterns and meet existing grade.

Part B – Partial High Street Sidewalk Reconstruction: The Contractor shall remove the existing 4 foot sidewalk composed of asphalt over concrete and reconstruct with a new sidewalk approximately 365 ft. x 5 ft. of bituminous asphalt sidewalk along the north side of High Street from Marston Drive to the intersection of Hobbs Road as shown in Attachment B. Work includes

the construction of 5 ADA compliant ramps and accessible warning surfaces at the intersections as shown on Attachment B that are to be constructed with cement concrete **(Part B-1)**. Work does not include the removal of the existing trees. The additional foot of sidewalk will be created within the grass strip between the roadway and sidewalk. As part of the sidewalk reconstruction the following will be required:

- Installation of silt sacs or approved equivalent within the catch basins within the project area.
- Removal of the existing concrete and bituminous sidewalk.
- Installation of new base material for the proposed sidewalk area.
- Preparation, compaction and bringing to grade of the new sidewalk
- Construction of new 5'wide cement concrete sidewalk. Note: Alternate A shall include the construction of bituminous concrete sidewalks in lieu of the cement concrete sidewalk.
- Construction of ADA accessible ramps with warning plates at the intersection of Marston Avenue and High Street (2 locations); across High street (1 location) and at the intersection of Hobbs Road (2 locations). Ramps and landing areas to be constructed of cement concrete.
- Loam and seed the green space between the sidewalk and the roadway for the entire length in addition to any disturbed areas.
- All work shall maintain existing drainage patterns and meet existing grade.

V. SCHEDULE OF WORK

It shall be the obligation of the selected Contractor to begin work upon completion of the signed contract and complete all work prior to November 15, 2016. Following award of contract, the selected Contractor shall coordinate the scheduling of all work with the DPW Director of his designee.

VI. PLANS

Attachment A through Attachment C describe the limits of work and construction design details. Attachments A and B are diagrammatic and intended to provide the area and limits of work. Attachment C provides the design details for this sidewalk project. Field verification by the Contractor is required. Field conditions shall govern final line and grade upon consultation with the DPW Director or his designee.

VII. DETAILED SPECIFICATIONS

Materials, equipment, labor, etc., that are obviously a part of the work and necessary for the proper operation and installation of same, although not specifically indicated in the Contract Documents, shall be provided as if called for in detail, and without additional cost to the Town of Hampton.

1. General

   A. All work shall conform to NHDOT Standard Specifications for Road and Bridge Construction latest edition, the 2009 Manual on Uniform Traffic Control Devises for Streets and Highways latest edition and this Bid Document.

   B. The Contractor shall supply and pay for all materials, parts and labor necessary for the project.

C. All construction signing shall be supplied, erected, maintained, and removed by the Contractor. No operation shall be conducted on or near the traveled lanes or roadway shoulders without first erecting the necessary traffic control (i.e., cones, drums, police detail, etc.), as required and prior to approval of the DPW Director or his Designee.

D. All materials to be used on the project shall be new and have prior approval of the DPW Director or his designee. All materials installed under this Contract shall be listed on the NHDOT Qualified Products List as appropriate, unless otherwise specified in the Contract Documents. A list of materials proposed materials shall be provided by the Contractor to the DPW Director or his designee.

E. Existing acceptable, excavated material shall be used for backfill (excluding peat, clay, or soil rejected by the DPW Director or his designee); excess soil materials will be allowed to be disposed at Hampton Public Works Department. Any other surplus materials resulting from the work, and not needed for use on the project and not directed to be stored as determined by the DPW Director or his designee shall be disposed of by the Contractor apart from and away from the limits of the project subject to the regulations and requirements of local authorities governing the disposal of such materials.

F. The Contractor shall exercise due care when working around all layout bounds and property markers that are to remain. This shall include, but not necessarily be limited to, concrete and granite bounds, iron rods, rebars, stakes, pipes, nails, or any other property or layout markers whether existing or proposed under this project. Should any damage to a property marker result from the actions of the Contractor, the marker shall be replaced, realigned, and/or reset to its intended position by a Licensed Land Surveyor hired by the Contractor as directed by the DPW Director or his designee. No further compensation will be due to the Contractor for the materials and labor required to re-establish the property marker as described above.

G. Cleanup of the site and removal of equipment and materials shall be the responsibility of the Contractor within the above-specified period and shall be part of the work. Access to properties shall be reasonably maintained during work hours and fully accessible upon the close of each day's activities. Access for emergency vehicles shall be maintained throughout the duration of the project.

H. Contractor shall be responsible for notifying "Dig Safe" and for proper care of other utilities possibly located under the sidewalk. The costs of any corrective repairs to utilities are the responsibility of the Contractor without cost to the Town.

I. Contractor shall keep a minimum disturbance and clear access to all Businesses adjacent to and in the vicinity of the sidewalk. After placement of the concrete, a plywood path shall be constructed and maintained to allow public access to businesses and homes during the curing period.

J. The Contractor shall not store equipment, construction vehicles, and materials within the clear zone of the traveled way. Location of storage areas within the right-of-way will be subject to the approval by the Town. The Contractor shall maintain a clear travel-way for emergency vehicles and general access to abutting properties at all times.

K. The Contractor shall not commence work under this contract until it has obtained all the insurance required under this article (below) and such insurance certificates has been presented and has been approved by the DPW Director or his designee.

L. The Contractor shall not commence work until a pre-construction conference has been held at which the Contractor and DPW Director or his designee are present. The pre-construction conference shall be scheduled by the Contractor.

2. Maintenance

A. The Contractor shall maintain the work during construction and until it is accepted by the owner.

B. All cost of maintenance during construction and before the work is accepted by the DPW Director or his designee shall be included in the unit prices bid on the various pay items and the Contractor shall not be paid an additional amount for such maintenance. The Contractor shall take special precautions to protect concrete from vandals during curing periods. Any damage to concrete during curing stage, if not properly protected, shall be the sole responsibility of the Contractor to repair.

C. If the Contractor, at any time, fails to comply with the provisions above, the DPW Director or his designee may direct the Contractor to do so. If the Contractor fails to remedy unsatisfactory maintenance within the time specified, the DPW Director or his designee may immediately cause the project to be maintained and the entire cost of this maintenance will be deducted from money to become due the Contractor on this contract.

3. Utilities

A. The Contractor will notify all utility companies, all pipeline owners, or other parties affected, and to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

B. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners of such utilities at the utility owner's expense.

C. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present locations and as evident on the site, and that no additional compensation will be allowed for any delays, inconvenience, damage sustained by him due to any interference from such utility appurtenances.

D. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangements may be reduced to a minimum, and that services rendered by those parties will be minimal.

E. In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of services. If a water or utility service is interrupted, repair work shall be continuous until the service is restored.

4. Work Hours

   A. Work shall not be performed at night or on Sundays and holidays. The work day shall be within the hours of 7:00 AM to 5:00 PM, except for repair of a water or utility service that has been interrupted.

   B. At the close of construction each day, any open sidewalk area must be adequately protected for safety. Any sidewalk area left open overnight will be kept to a minimum and provided with barricades and/or taped markings. The Contractor shall not leave the site in an unsafe or unsuitable condition. No additional cost is included for closing of sidewalks at the end of day or before weekends. If the Town is called for maintenance of Contractor's job site or trench, all reasonable overtime and personnel costs will be deducted from the contract.

   C. The Contractor shall at all times so conduct his work as to assure the minimal obstruction to traffic. The safety and convenience of the general public and the residents along the work site route and the protection of property shall be provided for by the Contractor. The Contractor shall be responsible for timely notification to local businesses and homeowners before making any interruptions of their access or interruption of any utility service.

5. Additional Requirements

   A. Granite Curb: Granite curbing is to be installed in accordance with the Granit Curb Detail in Attachment D. The existing conditions may not allow for a full 6" curb reveal while maintaining positive drainage from the back of sidewalk to the roadway. In these instances the DPW Director or his designee shall be contacted and a field decision to complete the work will be made.

   B. Concrete: Concrete is to be type AA (DOT Specifications, Section 520.1.2) reinforced with fiber mesh and have a minimum of 6% air entrainment. Concrete should be tested for slump (2"-3"), air entrainment (5-9%), and water cement ratio (0.400). The concrete shall be broom finished before final set. See Attachment D for additional information

   C. Concrete Curing: Concrete will be cured for 7 days with the use of polyethylene semi-transparent sheeting.

   D. A water sealer shall be spread over the finished concrete, and conform to Section 530-Waterproofing Concrete Surfaces of the NHDOT Standard Specifications. Submit waterproofing specifications to the DPW Director or his Designee for approval before spreading same.

   E. All sidewalks must be tapered into adjoining driveways, and the concrete must be end flush with the bituminous pavement.

   F. Bituminous pavement for roadway repair shall conform to NHDOT specifications, specifically Section 403. Suitable materials should be used, and be that of similar quality and material of surrounding existing bituminous pavement and subgrade material. Emulsion shall be applied to all joints where new pavement abuts existing. The pavement section shall match the existing roadway section.

   G. This work shall consist of furnishing and installing a detectable warning surface and accessories on sidewalk ramps at locations shown on the plans, as specified herein, or as ordered including any and all required surface preparation. Detectable warnings shall be installed at sidewalk ramps where a sidewalk crosses a vehicular way. Detectable warnings

shall measure 24" in the direction of travel and extend the full width of the sidewalk ramp and the edge nearest the curbline shall be located 6 to 8" from the face of curbline. Detectable warning devices shall be made of a colorfast and UV stable homogenous glass and carbon composite with fiberglass truncated domes. The panels shall be pressed into place in fresh, finished cement concrete and have the ability to be replaceable. Manufacturer shall be ADA Solutions Inc., replaceable panels or approved equal in yellow.

H. Park Seed meeting the specifications of DOT Specifications, Section 644.2.2 shall be used in all areas disturbed and not otherwise reconstructed as sidewalk or pavement material.

VIII. METHOD OF MEASUREMENT AND PAYMENT

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.

The Town reserves the right to increase or decrease such estimated quantities as necessitated by field conditions and budget considerations. Prior to work commencing on a given sidewalk segment 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 that sidewalk segment.

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. Payment to the Contractor does not constitute acceptance of any portion of the Work, and does not reduce the Contractor's liability to replace unsatisfactory work or material.

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.

Bid item numbers are based on NHDOT Standard Specifications and shall be paid accordingly unless otherwise stated below.

1. Erosion Control

   A. Measurement for erosion control including the placement and removal of silt sacs, silt fence or other means of control shall be measured as a unit.

   B. Payment of the Bid price for erosion control be full compensation for all labor, equipment and materials required for or incidental to the Work.

2. Concrete/Bituminous Sidewalk and Pavement Removal

   A. Measurement for either plain or reinforced concrete/bituminous sidewalk removal and pavement removal will be on a cubic yard basis as measured in the field. Measure limits for payment purposed shall be as described in these documents. Material will be accepted at the Hampton DPW Department for disposal.

   B. Payment of the Bid price for concrete/bituminous sidewalk and pavement removal will be full compensation for all cutting of surfaces, excavation, backfill, compaction, rremoval

and proper off-site disposal of material, and all labor, equipment and materials required for or incidental to the Work.

3. Maintenance of Traffic

   A. Measurement for maintenance of traffic will be measured as a unit and as required and described in these documents including Section III Scope of Work, Section VI Detailed Specifications and Section XIV Traffic Control.

   B. Payment of the Bid price for maintenance of traffic will be full compensation for all labor, equipment and materials required for or incidental to the Work.

IX. INVOICING INSTRUCTIONS

Invoicing Instructions. All invoices shall include the following information:

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

X. 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

XI. 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.

XII. 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 VI. Detail Specifications shall be corrected when discovered, 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.

XIII. 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.

XIV. WARRANTY LAW

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

XV. 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 scheduled work on the day that police details have been requested without calling the Police Department to cancel shall result in the police detail having to be paid for by the Contractor.

XVI. 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 as soon as possible but within two week of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document "Bid 2016-011 Sidewalks (Re-Bid)" 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.

XVII. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that there shall be a $200/day late penalty should the Contractor fail to meet the scheduled completion date of August 19, 2016. Such late penalty shall be deducted from the payment by way of liquidated damages, time being of the essence.

XVIII. USE OF SUBCONTRACTORS

The use of subcontractors under this contract shall only be allowed upon the approval of the DPW Director or his designee. The subcontractors will be subject to the same requirements as the selected Contractor.

If the successful Contractor utilizes subcontractors, they shall provide evidence that the costs and expenses due to the subcontractor have been paid in full before final payment is made by the town. Such evidence shall be accompanied by a written statement by the subcontractor on company letterhead.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

All amounts 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 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, including the bid proposal form, all attachments including Attachment D- Bid Bond, and any addenda distributed
2. W-9 (If submitting a Certified or Bank check, in place of the Bid Bond)
3. A list of three (3) references for which comparable services have been performed. This list shall include the customer'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.
4. The bidder's professional qualification and experience in dealing with municipalities; including a list of previous projects of a similar nature;
5. A summary of the bidder's present workload, which shall contain a statement that demonstrates that the bidder has adequate personnel and resources to provide the services within the scheduled timelines.

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

1. The following security is required to be submitted with the bid submittal. Attachment D.

   A. Bid Security. A bid security in the amount of 10% of the Bid Price (non Alternate) 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.

XXV. 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.

XXVI. RETURN OF SEALED BID PROPOSALS

Sealed bid proposals will be received until 3:00 PM on Thursday August 18, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "BID 2016-011 Sidewalks (Re-Bid)".

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.

XXVII. 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 their disqualification in the award process.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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

2016-011 Sidewalks (Re-Bid)

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. Bidder shall specify here in figures and words the costs specified and described 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- ADA Improvements				
Bid Item #	Bid Item Description	Unit	Est Qty	Bid Amount ($)
692	Mobilization	U	1	(Words) (Figures)
	Erosion Control	U	1	(Words) (Figures)
	Concrete/Bituminous Sidewalk/Pavement Removal	SY	83	(Figures) (Words)
203.1	Common Excavation	CY	1.3	(Figures) (Words)
304.3	Crushed Gravel (F)	CY	6.8	(Figures) (Words)
403.12	Hot Bituminous Pavement, Hand Method	TON	2.7	(Figures) (Words)
608.34	4" Reinforced Concrete Sidewalk (F)	SY	82.35	(Figures) (Words)
608.541	Detectable Warning Surface	SY	8.9	(Figures) (Words)
609.01	Straight Granite Curb	LF	141	(Figures) (Words)
	Maintenance Of Traffic	U	1	(Figures) (Words)

641.	Loam	CY	2	(Figures)
				(Words)
646.31	Turf Establishment	SY	11.5	(Figures)
				(Words)
Total Part A	**(Figures)**			
	(Words)			

Part B-1- Partial High Street Sidewalk Reconstruction (Construction of ADA Ramps)				
Bid Item #	Bid Item Description	Unit	Est Qty	Bid Amount ($)
	Concrete/Bituminous Sidewalk/Pavement Removal	SY	47.5	(Figures)
				(Words)
304.3	Crushed Gravel (F)	CY	1	(Figures)
				(Words)
403.12	Hot Bituminous Pavement, Hand Method	TON	4	(Figures)
				(Words)
608.34	4" Reinforced Concrete Sidewalk (F)	SY	1.6	(Words)
				(Words)
608.541	Detectable Warning Surface	SY	47.5	(Figures)
				(Words)
609.01	Straight Granite Curb	LF	6	(Figures)
				(Words)
Total Part B-1	**(Figures)**			
	(Words)			

Part B-2- Partial High Street Sidewalk Reconstruction (Reconstruction of Cement Concrete Sidewalk)				
Bid Item #	Bid Item Description	Unit	Est Qty	Bid Amount ($)
	Concrete/Bituminous Sidewalk/Pavement Removal	SY	162	(Figures)
				(Words)

203.1	Common Excavation	CY	13.5	(Figures)
				(Words)
304.3	Crushed Gravel (F)	CY	20.5	(Words)
				(Words)
608.34	4" Reinforced Concrete Sidewalk (F)	SY	203	(Words)
				(Words)
641.	Loam	CY	27	(Figures)
				(Words)
646.31	Turf Establishment	SY	163	
Total Part B-2	**(Figures)**			
	(Words)			

Total Bid (Part A + Part B-1+Part B-2)

Figures:_____

Words:_____

Alternate A

The Contractor shall submit an **Alternate A** price which includes the construction of **Part A (defined above)+ Part B-1(defined above) and Part B-Alt (defined below)** . The Town of Hampton reserves the right to enter into contract under the total Bid or the Alternate A bid.

Alternate A- Partial High Street Sidewalk Reconstruction (Reconstruction of Bituminous Asphalt Sidewalk)				
Bid Item #	Bid Item Description	Unit	Est Qty	Bid Amount ($)
	Concrete/Bituminous Sidewalk/Pavement Removal	SY	162	(Figures)
				(Words)
203.1	Common Excavation	CY	13.5	(Figures)
				(Words)
304.3	Crushed Gravel (F)	CY	20.5	(Words)
				(Words)

608.12	2" Bituminous Sidewalks (F)	Ton	22	(Words)
				(Words)
641.	Loam	CY	27	(Figures)
				(Words)
646.31	Turf Establishment	SY	163	
Total Part B-2	**(Figures)**			
	(Words)			

Total Alternate A Bid (Part A + Part B-1+Alternate A)

Figures:_____

Words:_____

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.