

INVITATION TO BID

2016-017 Roadway Pavement Crack Sealing

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchasing Procedures requests sealed written bids from qualified contractors to clean and seal cracks on various roadways throughout the Town of Hampton.

The intent of the bid is to award a contract that guarantees a set unit cost per gallon of sealant for the cleaning and sealing of roadway cracks.

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 7:00 am and 3:30 pm, or by email at fswift@town.hampton.nh.us.

All bid proposals shall be submitted in conformance with all sections of this document, and any attachments, and any addenda distributed, and all requested information must be supplied, failure to comply will be reflected in the evaluation of the bid proposal.

III. SCOPE OF WORK

Funding for the work is approximately \$10,000. The scope of work consists of furnishing all equipment, labor, and materials to perform all operations in connection with the reshaping, cleaning, drying and sealing of all random cracks in the bituminous concrete pavement.

The scope of work consists of furnishing all equipment, materials, labor, labor cost, machinery, and tools incidental to perform all operations in connection with the reshaping, cleaning, drying and sealing of all random cracks in the bituminous concrete pavement.

The removal of all vegetation, grass, dirt, and debris and the preparation of the cracks shall be performed prior to the sealing of the cracks in the following locations:

- Lafayette Road from its intersection with Exeter Road north to the intersection with Belmont Circle
- Other roadways through the Town of Hampton until all funds are expended.

IV. DETAILED SPECIFICATIONS

A. Crack sealant shall meet the requirements of ASTM D6690 Type II, Joint Sealants, Hot-Poured for Concrete and Asphalt Pavements, and shall be delivered in the manufacturer's original sealed containers.

B. All cracks shall be cleaned of dirt by compressed air. Cracks shall be free of dirt, vegetation, and loose asphalt.

C. The sealant material shall be applied hot from manufacturer's recommended equipment to the cracks by means of a pressure feed pumping system and wand. The material shall be applied at manufacturer's recommended temperature. Cracks shall be sealed by placing the applicator wand in or directly over the crack recess and carefully discharging the sealant to just fill the

crack. The sealant shall be struck-off flush with the pavement surface with the shoe pressed firmly against the pavement. Use of Hand-pouring pots will not be allowed.

- D. Slag or fine aggregate shall be applied following the application of the crack sealant in sufficient quantity to prevent tracking of material by vehicles.
- E. The contractor shall furnish all equipment necessary for cleaning and sealing the pavement cracks. All equipment shall meet the approval of the Town and shall be maintained in optimum working condition at all times.
- F. No crack sealing material shall be applied in wet cracks or when the temperature is below 50 degrees Fahrenheit.
- G. After crack sealing and application of slag or fine aggregate, a set up time shall be maintained before allowing traffic thereupon as determined by weather and other conditions, such that tracking of materials by vehicles does not occur.

V. SCHEDULE OF WORK

It shall be the obligation of the selected contractor to complete all work before December 31, 2016, pending acceptable weather conditions.

Upon the execution of the contract, the selected contractor shall coordinate the scheduling of all work with the DPW Director or his designee. At minimum, DPW will be given one (1) weeks' notice prior to commencement of any work.

The work shall take place on Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m.

VI. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that a one-hundred (\$100.00) dollar per day penalty will be assessed for each day beyond the scheduled completion date of December 31, 2016, that the job is delayed, due to other than weather conditions. Such late penalty shall be deducted from the payment for the work by way of liquidated damages.

VII. WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and competent manner. The DPW Director or his designee reserves the right to perform random and periodic inspections at any time to ascertain the selected contractor's quality of workmanship and compliance with the contract requirements.

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 IV. Detail Specifications shall be corrected at the time of notice, and at the expense of the selected contractor.

VIII. CORRECTION OF DEFECTIVE WORK

The Town of Hampton shall require the correction of defective work. In the event the work performance of the selected contractor is unsatisfactory, the selected 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 selected contractor.

Upon failure of the selected 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. There will be no cost to the Town for any re-works/corrections.

IX. WARRANTY LAW

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

X. CHANGE ORDERS

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

XI. CONTRACT AGREEMENT

The successful 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 2016-017 Roadway Pavement Crack Sealing, Bid Proposal Form and any associated documents shall become part of the contract.

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

XII. USE OF SUBCONTRACTORS

The use of subcontractors shall not be allowed under the awarded contract.

XIII. SAFETY AND TRAFFIC CONTROL MEASURES

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

The selected 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 selected contractor to contact the Hampton Police Department and request a police detail a minimum of 24 hours prior to the day of the scheduled work. Failure of the selected contractor to perform the requested work on the day they arranged for a police detail without calling the Hampton Police Department to cancel, shall result in the police detail being paid for by the selected contractor.

The selected contractor shall inform the DPW Director or his designee of all police detail arrangements.

XIV. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed invoice for the services billed in writing, with approval signoff of the DPW Director or his designee. Payment of

each invoice shall automatically releases any lien that the invoice may have provided against the Town.

Payment will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased, or omitted by the DPW Director or his designee, and no claim for loss, anticipated profits, or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

Invoicing Instructions. All invoices shall include the following information:

- (1) Company Name
- (2) Location of work
- (3) Date work was completed
- (4) Brief description of services rendered
- (5) Contract number
- (6) Hourly rate charged

XV. NON-ASSIGNMENT

Neither the selected 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.

XVI. INDEMNIFICATION

In accepting the awarded contract, the selected 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.

XVII. LAWS, PERMITS, AND LICENSING

It shall be the successful bidder's responsibility, and anyone employed by the selected 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 successful bidder's responsibility, and anyone employed by the selected 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. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected 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.

XIX. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide for adequate protection of the selected 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 following coverages are required in order to be awarded the contract:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the selected 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 selected 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 selected contractor will automatically cancel any 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.

The Town of Hampton shall be named as an additional insured on the insurance certificates.

XX. SUBMITTAL REQUIREMENTS

All prospective contractors are expected to carefully examine the 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 successful 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 contractor has made such examination and has taken into account the Town's intent. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

All costs related to the bid proposal preparation and/or submission will be borne by the contractor in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc. prior to the issuance of a contract.

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 Company 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. Original and two (2) copies of the Invitation to Bid
2. Bid Form and all attachments
3. Summary of Qualifications
4. A list of current clients (a minimum of 3)
5. A list of three (3) references for which comparable services have been performed. This list shall include company name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of proposal as non-responsive. Preferred references include other local government agencies.

XXI. RETURN OF SEALED BID PROPOSALS

Sealed Bid Proposals will be received until 2:00 PM on Tuesday, November 15, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2016-017 Roadway Pavement Crack Sealing."

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 Successful bidder(s) or of another Successful bidder(s) in which the ownership of the withdrawing Successful bidder(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.

XXII. 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.

XXIII. 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.

XXIV. AWARD

The award will only be made after evaluation of all Bid proposals submitted. The award is expected to be made within (10) ten working days of the Bid opening. The award of this bid shall in no way guarantee any amount of work to the successful bidder.

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 also weigh the factors set forth in Section 718-4 to reach a final determination. Lack of experience of prospective bidders may be grounds for their disqualification in the award process.

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 decisions of the Town Manager shall be final.

XXV. 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.

XXVI. 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 bidder(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.

XXVII. 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

2016-017 Roadway Pavement Crack Sealing

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

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

Please specify here in figures and words the cost for Roadway Pavement Crack Sealing in accordance with Section IV. Detailed Specifications. In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

The unit cost to the Town shall be on the basis of per gallon of product applied. All unit costs shall include all equipment, materials, labor, labor cost, machinery, and tools incidental to the performance of the work.

In accordance with the specifications, the undersigned hereby submits the following cost.

Unit Cost to Town: (per gallon of product applied)

\$ _____ (figures)

\$ _____ (words)

The undersigned is submitting this bid proposal without collusion with any other individual or corporation.

Please print clearly.

Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Business Telephone: _____

Business Fax Telephone: _____

E-Mail Address: _____

Website Address: _____

Signature of Authorized Person: _____

Date: _____

By signing above 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 agreement.