

TOWN OF BARRINGTON

Crack Sealing

Request for Proposal

**Summary:**

The Town of Barrington is requesting competitive proposals for its 2022 crack sealing projects that include preparation of the cracks, installation of crack sealant, and roadway cleanup. It is estimated that 53,800 square yards of roadway will be crack sealed. Depending on bid pricing, bid quantities may be adjusted, so the project total is within the Town's budget. All crack sealing shall be completed by October 1, 2022.

Scope of work can be shown to each contractor by the Road Agent, if requested. Each contractor is responsible for taking their own measurements, determining the amount of preparation work, and volume of crack sealant required for the roads included in the Scope of Work for a single square yard unit price that applies to the entire project.

The deadline for proposals is 12:00 noon Wednesday May 11, 2022. Proposals will be opened at the Barrington Town Hall at 1:00pm on Wednesday, May 11, 2022. The Road Agent will prepare a recommendation to be presented to the Select Board at the May 23, 2022 meeting. All proposals must be submitted in a sealed envelope; plainly marked "**2022 Crack Sealing Proposals**" Proposals can be dropped off at the Select Board's office, Barrington Town Offices at 333 Calef Highway, Barrington, NH or mailed to Town of Barrington, P.O. Box 660, Barrington, NH 03825. Note that the Town may not consider late delivery of mailed proposals. Do not mail to 333 Calef Highway. For more information, please call Marc Moreau (603) 948-5203.

The Town reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington and to waive informalities. The Town also reserves the right to adjust the tonnage being laid even after award of the contract and changes to the total of roads listed. Winning firm will be required to submit performance and payment bonds and insurance certificates.

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### Scope of Work

	Road Name	Roadway Area (s.y.)
1	Aspen Court (minor)	1,800
2	Bear Creek	1,700
3	Brewster Road	11,300
4	Caldwell Lane	2,000
5	Calef Island Road from Beauty Hill Road to Peabody Way	6,000
6	Clover Lane	3,100
7	France Road from Mallard to Mica Point Road	5,800
8	Heights Road (1,940 ft.)	5,200
9	Hillside Drive (minor)	1,800
10	Peabody Way	1,300
11	Robinson Lane	2,600
12	Stagecoach Road from Liberty Lane east	3,200
13	Steppingstone Road from Town line to Town line	6,400
14	Wintergreen	1,600

Contractor shall use the Bid Form that is within this Request for Proposal and specify prices for each item requested.

All crack sealing work shall be completed, and meet the requirements of, NHDOT Item 413.1: Hot-Poured Crack Sealant.

Crack sealant material shall be Type 2 and included on NHDOT's Qualified Products List.

The hot-poured crack sealant quantity will be measured by the square yard of roadway pavement that is crack sealed.

Contractor is responsible for visiting the roadways and estimating the amount of work required to properly estimate the quantity of labor/materials required to complete the work to be paid for on the square yard basis.

#### **Additional Details:**

Work must be based completed; including all equipment, labor, and materials required to complete the work; as per attached specifications and NHDOT Standard Specifications, 2016 Edition, as applicable.

Contractor wishing to submit additional consideration for project will do so as an addendum to this Proposal Sheet. Proof of Worker's Comp and Liability Insurance will be provided to the Town by the Contractor and required to be held by the awarded firm for the duration of the project. Proposal must include written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>. Contractor will be required to submit a performance and payment bond.

While the cost is an important factor, it is not the only factor. The Board may also consider references, design, quality, life cycle costs, time frame for completion and other similar factors in making the final decision on what it deems best overall for Barrington. Firms shall submit proposals with sufficient

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details for the Select Board to make a selection. The firm shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive proposals in connection with this proposal. The successful firm shall not use the name of the Town in any advertising without first obtaining written permission from the Select Board. Any changes to the provisions or specifications of this Proposal shall be made by written addendum issued no later than 4 working days prior to the proposal opening date. Prospective Firms shall have complete responsibility for being aware of any and all addenda.

The Select Board or its designees may make such investigations as it may deem necessary to determine the ability of the firm to perform the services, check references, and the firm shall furnish the Town all such information for this purpose that the Town may request. Select Board reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Select Board will reject the Bid of any Bidder that Select Board finds, after reasonable inquiry and evaluation, to not be responsible. In evaluating Bids, Select Board will consider whether the Bids comply with the prescribed requirements, unit prices, and other data, as requested in the Bid Form. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Select Board will reject the Bid as nonresponsive; provided that Select Board also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees, performance of its equipment, and subcontractors. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The firm shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".

Insurance: At the time of the execution of the Contract, the Contractor shall present to the Select Board, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain

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contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor, its subcontractors, or any professional service provider. The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Barrington and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town and its officials, agents, volunteers, and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town.

Upon receipt of written notice of acceptance of their proposal, the successful firm shall within ten calendar days to the Town and under (RSA 447:16) deliver to the Town an executed Performance Bond as security in the amount of 100% of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit and occupancy of the project or any portion thereof prior to formal acceptance by the Town.

The firm will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials.

The Contractor also shall carefully examine the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Select Board that all payrolls, material bills and other indebtedness connected with the work have been paid.

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The entire work contemplated by the Contract shall be under the supervision of the Select Board, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

Determination and Extension of Contract Time: It is a desired part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the ideal Contract time, it shall make a written justification to the Select Board setting forth the reasons which it is taking longer.

Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Select Board of Barrington.

Bids shall be on a unit price basis as indicated in the Bid Form Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity" (which Select Board or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Select Board for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **MAINTENANCE OF TRAFFIC:**

#### **Barricades, Warning Signs and Traffic Officers**

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the Town.
2. The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and animals or any other cause due to lack of adequate controlling devices.
3. The Contractor shall be responsible for traffic control coordination and reimbursement. Barrington Police Department will be used unless coverage is not available, at which time regular flaggers can be used and provided by the Contractor. Police details will be coordinated through the Road Agent and paid for by the Contractor.
4. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

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## SPECIAL PROVISION AMENDMENT TO SECTION 619 – Maintenance of Traffic

Add to 619:

### **Construction Requirements:**

All work shall be prosecuted so pedestrian and traffic flow can be maintained. Only one travel lane closure at a time will be allowed without prior approval from the Town.

The Contractor will develop both a construction staging and traffic control plans. The plans shall be submitted for approval by the Town.

Dust and traffic control as may be ordered by the Town will be paid for under this item.

### **Method of Measurement:**

The traffic control item shall be measured on a unit basis under Maintenance of Traffic. All costs associated with the application of these measures or other measures directed by the Town shall be paid for under this item and will not be further chargeable to the project, except as stipulated and specified under Contract Items.

### **Basis of Payment:**

This work shall be paid for from the Contract Unit Price as listed under Item 619 (Maintenance of Traffic). This unit price shall include all equipment, materials, and labor thereto.

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## BID FORM

PROJECT IDENTIFICATION: Paving projects for Town of Barrington as outlined in this Request for Proposal 2022 Crack Sealing

This Bid is submitted to:  
Town of Barrington  
P.O. Box 660 / 333 Calef Highway  
Barrington, NH 03825

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Select Board of the benefits of free and open competition.
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Bidder will complete the Work in accordance with the Contract Documents for the following prices:

	Item Description and unit price written in words	Unit	Estimated Quantity	Unit price \$xx.xx	Total price \$xx.xx
1.	Hot-Poured Crack Sealant	SY	53,800		
2.	Mobilization or other charges not included in unit pricing	LS	1		
3.	Maintenance of Traffic	U	1		
				<b>Total project price</b>	

TOTAL CONTRACT PRICE BASE BID:

Dollars and Cents in words \_\_\_\_\_

Price in (numbers) \$ \_\_\_\_\_

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities.

This Bid submitted by **(sign appropriate category 1-4)**:

1. If Bidder is **An Individual**

Name (typed or printed):

(Individual's signature)

Doing business as:

2. If Bidder is a **Partnership**

Partnership Name:

By:

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):



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### 3. If bidder is a **Corporation**

Corporation Name:

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability):

By:

(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Attest

(Signature of Corporate Secretary)

### 4. If bidder is a **Joint Venture**

Name of Joint Venture:

First Joint Venture Name: (SEAL)

By:

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Second Joint Venture Name:

By:

(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed):

Title:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

For all bidders:

Contact person \_\_\_\_\_

Bidders Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_