### TOWN OF BARRINGTON

### 2023 Crack Sealing

# **Request for Proposal**

### Summary:

The Town of Barrington is requesting competitive proposals for its 2023 crack sealing projects that include preparation of the cracks, installation of crack sealant, and roadway cleanup. The scope of work includes eight roads within the Town with an estimated total length of 42,450 linear feet of roadway to 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 July 1, 2023.

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, April 26,2023. Proposals will be opened at the Barrington Town Hall at 1:00pm on Wednesday, April 26, 2023. The Road Agent will prepare a recommendation to be presented to the Select Board at the May 1, 2023, meeting. All proposals must be submitted in a sealed envelope; plainly marked "2023 Crack Sealing Proposals" Proposals can be dropped off at the Select Board's office, Barrington Town Offices at 4 Signature Drive, 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 4 Signature Drive. 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.

### Scope of Work

	Road Name	Roadway Length (ft)
1	Boulder Drive (Stagecoach Dr. to Parker Mountain Rd)	5,650
2	France Road (Mica Point Rd to Hall Rd)	3,700
3	Tibbets Road (Full Length)	900
4	Waterhouse Road (Full Length)	2,800
5	Pond Hill Road (Weeks Ln to Strafford T/L)	7,150
6	Coachman Dr. (Full Length)	4,400
7	Hall Road (Acorn Point Rd to Nottingham T/L)	12,500
8	Second Crown Point Road (146 Second Crown Point	5,350
	Rd to Long Shores Dr.)	

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

All crack sealing materials and work shall be completed and meet the requirements of Technical Specification Random Crack Sealing – Polymer & Crumb Rubber Modified (PCRM) Asphalt Compound with Reinforcing Fibers. This Technical Specification is attached to the RFP.

The hot-poured crack sealant quantity will be measured, and payment made, by the lump sum to complete each roadway.

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.

### Additional Details:

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" at 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 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 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.

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.

### **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.

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.

### **BID FORM**

PROJECT IDENTIFICATION: Paving projects for Town of Barrington as outlined in this Request for Proposal 2023 Crack Sealing

This Bid is submitted to:
Town of Barrington
P.O. Box 660 / 4 Signature Drive
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 e execution of the Contract.

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.	Boulder Drive (Stagecoach Dr. to Parker Mountain Rd)	L.S.	1		
2.	France Road (Mica Point Rd to Hall Rd)	L.S.	1		
3.	Tibbets Road (Full Length)	L.S.	1		
4.	Waterhouse Road (Full Length)	L.S.	1		
5.	Pond Hill Road (Weeks Ln to Strafford T/L)	L.S.	1		
6.	Coachman Dr. (Full Length)	L.S.	1		
7.	Hall Road (Acorn Point Rd to Nottingham T/L)	L.S.	1		
8.	Second Crown Point Road (146 Second Crown Point Road to Long Shores Dr.)	L.S.	1		
9.	Mobilization or other charges not included in unit pricing	L.S.	1		
10.	Maintenance of Traffic	U	1		
11.	Hot-Poured Crack Sealant	GAL	100*		
				Total project price	

<sup>\*</sup>Indeterminate Quantity - The Town may/may not use any part of this bid item, and the unit price bid will apply to the final quantity of work actually completed.

TOTAL CONTRACT PRICE BASE BID:	
Dollars and Cents in words	

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Price in (numbers) \$
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 <b>An Individual</b> Name (typed or printed):
(Individual's signature)
Doing business as:
2. If Bidder is a <b>Partnership</b> Partnership Name: By:
(Signature of general partner attach evidence of authority to sign) Name (typed or printed):
3. If bidder is a <b>Corporation</b> 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 <b>Joint Venture</b> 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

### **TECHNICAL SPECIFICATION**

# Random Crack Sealing Polymer and Crumb Rubber Modified (PCRM) Asphalt Compound with Reinforcing Fibers

### 1. **DESCRIPTION**

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary.

### 2. MATERIALS

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

- a) **The asphalt binder** shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
  - 1) The binder will meet PG 64-28E requirements after modification including:
    - PG grade requirements of AASHTO M320
    - Requirements of AASHTO TP70/MP19
  - 2) Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the crumb rubber shall be 80 mesh (#80 sieve)
  - 3) The asphalt supplier shall provide testing for both the neat and modified asphalt binders
  - 4) See below for typical modified test results for 64-28E with crumb rubber:

### **DSR ORIGINAL**

• kPa >1.00 @ 64° C. Fail temp = 76+° C

### **DSR RTFO**

• kPa >2.20 @ 64° C. Fail temp = 76+° C

### **MSCR**

- JNR (MSCR unit of measure): 3.2 E < 0.5% @ 64° C</li>
- R3200 (Average % Recovery): >70%

### **DSR PAV**

kPa <6000 @ 64° C</li>

### **BBR**

Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

- b) The polyester fiber reinforcing materials shall be short-length polyester fibers.
  - 1) The fibers shall have the following properties:

Length\* 0.25 in.  $\pm$  0.02 in. Elongation at Break (ASTM D2256-90) 35%  $\pm$  3% Melting Point (ASTM D3418-82) >475°F (246°C) Crimps/Inch (ASTM D3937-90) None

Crimps/Inch (ASTM D3937-90) None
Cross Section Round

 Denier (ASTM D1577-90)
 4.5 Nominal dpf

 Tensile Strength (ASTM D2256-90)
 >70,000 psi

 Diameter
 0.0008 in. \*\*

 Specific Gravity (ASTM D792-91)
 1.32 to 1.40

### c) Modifying Compound:

- 1) The modified asphalt-fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement.
- 2) This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

### 3. QUALIFICATIONS

- a) With the bid proposal, Bidder shall provide documentation that the company's crack sealing field supervisory personnel have completed AASHTO TSP2 training, and successfully passed the Crack Treatment certification exam administered by the National Center for Pavement Preservation (NCPP). During completion of the work, contractor will be required to have at least one (1) AASHTO TSP2 Crack Treatment certified employee assigned to the job and present at all times when crack sealing work is being performed.
- b) The Contractor must submit the following with his bid proposal:
  - 1) A list of five (5) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers specified herein, giving the name and address of these projects.
  - 2) The manufacturer and material product of the crack sealant the Contractor intends to use.

### 4. EQUIPMENT

Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Owner and maintained in a satisfactory working condition at all times.

- a) Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- b) Broom or Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper

<sup>\*</sup> At temperatures ranging from ambient to maximum finished product mix temperature

<sup>\*\*</sup> Subject to Normal Variations

- designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.
- c) Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F to ensure sealant is not heated above manufacturer's recommended temperatures. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The pump must be capable of pumping an 8% fiber content blend.

### 5. CONSTRUCTION REQUIREMENTS

- a) Preparation of Cracks
  - 1) Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000°F and 3,000 feet/second velocity to eliminate all vegetation, dirt, moisture, and seeds. All debris removed from the cracks shall be removed from the roadway prior to applying sealant.
  - 2) General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present; or when the ambient temperature is below 50°F.
  - 3) Sealant shall be applied to the cracks within 2 minutes following hot-air lance cleaning.
- b) Preparation and Placement of Sealant
  - The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the Contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each workday. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter kettle during the work day under any circumstances.
  - 2) Sealant shall be applied at the manufacturer's recommended temperatures.
  - 3) Sealant shall be delivered to the pavement cracks through a high-pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches.
  - 4) Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed and crack sealing operations discontinued until debonding problem is corrected.

- 5) The sealant shall be allowed to cool sufficiently to prevent lifting, sticking, and tracking prior to returning the pavement segment to traffic.
- 6) The contents of the kettle shall be emptied at the end of each day and shall not be reused.

### 6. METHOD OF MEASUREMENT

a) The work will be measured by the road completed as measured by the lump sum. The bid proposal lists the roads included within the scope of work.

### 7. Basis of Payment

a) Payment shall be at the unit price bid in the proposal and shall be full compensation for furnishing, preparing, and placing the material specified and furnishing of all labor, equipment, and incidentals for the satisfactory completion of this work.