

Barrington, NH Request for Proposal Paving 2015

Newspaper

Paving Projects, 2015. Town of Barrington seeks quote for 2015 paving projects, apprx. 12,500 tons ½ inch sieve mix applied 1.5 inches thick compacted with tack coat due April 20 at 3 PM at Barrington Town Hall PO Box 660, 333 Calef Highway, Barrington NH 03825. Performance bond required. More information www.barrington.nh.gov or call Peter Cook (603) 396-4467

TOWN OF BARRINGTON Paving Request for Proposal

Summary:

The Town of Barrington is looking for competitive proposals for its 2015 paving projects of approximately 12,500 tons on 13 different road with a ½ inch sieve mix minimum laid 1 ½ inches thick compacted with a tack coat, milling to match at beginning and ending of roads, intersections and side streets. Paved driveways will be blended in. Town does the sweeping. Ideally the project will be completed by June 30, but if the firm knows the project cannot be completed until after September 1, please note that fact which will be a consideration in the decision of whether to award the project. Depending upon the quoted price the Town may elect to do less tonnage and/or fewer roads.

The deadline for proposals will be 3:00pm Monday April 20th. Proposals will be opened by the Board of Selectmen. The Town of Barrington 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 reduce the tonnage being laid even after award of the contract. Winning firm will be required to post a performance bond and insurance certificates.

Please specify in the proposal 1. the cost per ton machine laid, 2. cost per ton for hand work, and 3. cost for tack. The material must meet NHDOT standards for quality and also for temperature and conditions at which it is being laid. Please note any exceptions to the Additional Details section.

All proposals must be submitted in a sealed envelope; plainly marked "Paving Proposals" Proposals can be dropped off at the Selectmen'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 Peter Cook (603) 396-4467.

Additional Details:

Proposal response must be based on all labor and materials per attached specifications, including "flag people" as needed or where required by the Barrington Police Department. 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 bond. While the cost is an

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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 Board of Selectmen 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 Board of Selectmen. 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 Town 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. The Town reserves the right to reject any and all proposals if the evidence submitted by, or investigation of, such firm fails to satisfy the Town that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

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 and performance of its equipment. 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 Board of Selectmen, 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

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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 examine carefully 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 Board of Selectmen 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 Board of Selectmen, 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 Board of Selectmen 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 Town of Barrington.