



RFB 02 - 23

Town of Stratham, New Hampshire

Finance Department

Roadway Preservation  
Crack-sealing

PUBLIC WORKS DEPARTMENT  
HIGHWAY DIVISION

Contract Documents  
Bid Documents  
Specifications

Bidder: \_\_\_\_\_

Bid Due Date/Time: April 20, 2023 Not Later Than 2:00pm



**TOWN OF STRATHAM**  
Finance Department  
10 Bunker Hill Avenue  
Stratham, NH 03885  
PHONE: (603) 772-7391 FAX: (603) 775-0517

## REQUEST FOR BIDS

The Town of Stratham, New Hampshire wishes to engage the services of a qualified contractor to provide roadway reconstruction services for its Public Works Department, Highway Division. Each firm submitting a bid must be lawfully engaged in the service of pavement preservation in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for bid (RFB).

Bids must be received no later than 2:00 PM on April 20, 2023 from interested firms, to be eligible for consideration by the Town. Proposals may be submitted in hard copy to the Finance Administrator, Town of Stratham, 10 Bunker Hill Avenue, Stratham, NH 03885 and must be clearly marked,

“RFB 02-23”  
“2023 Stratham Roadway Preservation”

Complete copies of RFB 02 - 23 are available from the Finance Department, 10 Bunker Hill Avenue, Stratham, NH 03885 (603-772-7391) or online at <https://www.strathamnh.gov/town-administration/pages/bids-proposals>

All bids received will be considered confidential and not available for public review until after a contract has been awarded.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the bid, to accept the bid considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced bid are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

All proposals are advertised, at the Town's discretion, posted publicly as detailed below:

NAME	ADVERTISING MEDIUM	ADDRESS	PHONE/FAX #	EMAIL AND WEB ADDRESS
Town of Stratham, NH	Posted on Town Website and in Municipal Center Lobby	10 Bunker Hill Ave. Stratham, NH 03885	Phone (603) 772-7391 Fax (603) 775-0517	<a href="mailto:nmears@strathamnh.gov">nmears@strathamnh.gov</a> <a href="https://www.strathamnh.gov/town-administration/pages/bids-proposals">https://www.strathamnh.gov/town-administration/pages/bids-proposals</a>

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or the Bidders's authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial Bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, Bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request for Bid (RFB), the Bidder agrees that the bid shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Stratham or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager no later than seven (7) calendar days before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all Bidders of record.

The Bidder shall not divulge, discuss or compare this proposal with other Bidders and shall not collude with any other Bidder or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Bid is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such bids, the Bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the bid.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

#### SUBMISSION OF BIDS:

Bids must be submitted as directed in the Request for Bids, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

#### WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, emailed or telegraphic request of the Bidder to the Purchasing Manager. Negligence on the part of the Bidder in preparing this bid shall not constitute a right to withdraw a bid subsequent to the bid opening. Bids may not be withdrawn for the period as indicated in the Preparation of Bids or as modified by addenda.

#### RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Request for Bids. Bids received after the time so indicated shall be returned unopened.

#### BID RESULTS:

All bids received shall be considered confidential and not available for public review until after a vendor has been selected. All bids shall be subject to negotiations prior to the award of a contract.

*NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.*

#### TIE BIDS:

When identical Bids are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made at the discretion of Town Administration, with the following exceptions: When a tie bid exists between a local (a business establishment within Town limits) Bidder and an out-of-town Bidder, preference may be given to the local Bidder. If a tie bid exists between two local Bidders or two out of Town Bidders, the decision may be made at the discretion of Town Administration.

#### LIMITATIONS:

This Request for Bid (RFB) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this RFB, if it is in the best interest of the Town to do so.

#### BID EVALUATION:

In an attempt to determine if a bidder is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Bidder will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the bid and subsequent discussions. It is the policy of the Town that contracts are awarded, among other considerations, only to responsive and responsible Bidders. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Bidder based on the evaluation criteria detailed on the bid evaluation sheet. The bid selected will be the most qualified and not necessarily the Bidder with the lowest price.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the bid, to accept any bid in part or in whole as may be in the best interest of the Town, or to purchase services on the open market or any other option if it is considered in the best interest of the Town to do so.

In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Vendor shall consist of (1) the Request for Bid (RFB) and any amendments thereto and (2) the Vendor's proposal in response to the RFB. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFB shall govern. However, the Town reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFB shall govern. The Bidder is cautioned that this proposal shall be subject to acceptance without further clarification.

INSURANCE:

The successful Bidder shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Bid, or otherwise required by the Town, at the Bidders's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Bidder's performance hereunder. The Town shall be named as an additional insured, as determined by the Town, in said policy or policies, and the successful Bidder shall furnish to the Town original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement. In addition to the certificate(s) of insurance, the successful Bidder shall also provide, as required by the Town, an additional insured endorsement. If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the requirement for an endorsement may be fulfilled by submitting that document along with a signed declaration page referencing the blanket endorsement or policy form. The successful Bidder shall ensure that all insurance coverage maintained or procured pursuant to this agreement shall be endorsed, as required by the Town, to waive subrogation against the Town, however this waiver of subrogation requirement shall not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the successful proposer enter into such an agreement on a pre-loss basis.

All certificates shall provide that the Town be given thirty (30) days written notice prior to any change, substitution, or cancellation before the stated expiration date.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or express waiver by the Town, the Bidder shall, or shall cause any carrier engaged by the Bidder to insure all shipments of goods for full value.

If the contract with the Bidder involves the performance of work by the Bidder's employees at property owned or leased by the Town, the Bidder shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the bidder be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

WORKER'S COMPENSATION:

All Bidders and subcontractors at every tier under the Bidder will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

EXECUTION OF CONTRACT:

The successful Bidder shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder.

APPROVAL OF CONTRACT:

Upon receipt of the contract and any necessary surety bonds that have been fully executed by the successful Bidder, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the contractor. Delivery of the fully executed contract, along with a Notice to Proceed to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful proposer to execute the contract and/or furnish acceptable surety bonds (if required) within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that have defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State Office in the state in which it is incorporated.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Rockingham County.

TERMINATION OF CONTRACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become property of the Town. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town’s property. If any Contract is terminated by the Town as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

LAWS AND REGULATIONS:

The Contractor shall keep fully informed of all federal and state law and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, the Contractor shall forthwith report the same to the Town’s Project Manager in writing. The Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Contractor or the Contractor’s employees or subcontractors.

INVOICING:

Invoices are to be submitted to the user department or division. The invoice must include an itemization of all items, supplies, services, equipment or labor furnished; including unit list price, net price and total amount due (see Progress Payments below). In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$ _____
Plus/minus Change Orders	\$ _____
Total Adjusted Contract Amount	\$ _____
Work Completed to Date	\$ _____
Less Previous Invoices	\$ _____
Less Retainage (if any)	\$ _____
Balance due this Invoice	\$ _____
Balance Remaining on Contract	\$ _____

*All invoices must reference a valid Town of Stratham RFP number and the work outlined within.*



PROGRESS PAYMENTS:

Progress Payments: Any payment from the Town to the Contractor may be negotiated between the Town and the Contractor, but shall be solely determined by the Town. After the Town has determined such payment, the Contractor shall bill the Town for services rendered in accordance with the contract documents within ten (10) calendar days following the end of the month and the Town shall pay the Contractor within thirty (30) days after receipt of the Contractor's invoice.

*Progress Payments are not provided in advance of routine or scheduled maintenance services. All maintenance treatments or services will be reimbursed upon receipt of invoice following completion of service.*

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful contractor upon request. Please bill less these taxes.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

GUARANTEES & WARRANTY:

All materials and labor related to contracts must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.

DEFINITIONS:

Bid shall also mean quotation, bid, and offer and qualification/experience statement.

Vendors shall also mean proposers, offers, bidders, contractors or any person or firm responding to a Request for Bid.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Stratham. Any disputes shall be resolved within the venue of the State of New Hampshire and Rockingham County.

*Failure to acknowledge this request for proposal may result in withdrawal from the proposal list for this commodity or service.*

*Failure to comply with these requirements could result in the cancellation of an order or contract.*

**Location**

Schedule of Services and Bid Pricing

ROAD NAME	SCOPE OF WORK	APPROXIMATE LINEAR FOOT OF ROADWAY	PRICE HOT APPLIED CRACK-FILL	NET COST	TOTAL COST
			PER LINEAR FOOT INSTALLED		
Chase Lane	Air lance, hot-applied crack-fill, standard reservoir and flush	990			
Chisholm Farms Drive	Air lance, hot-applied crack-fill, standard reservoir and flush	2,642			
Crocketts Way	Air lance, hot-applied crack-fill, standard reservoir and flush	1,096			
Depot Road	Air lance, hot-applied crack-fill, standard reservoir and flush	1,069			
Iris Drive	Air lance, hot-applied crack-fill, standard reservoir and flush	372			
Jewett Lane	Air lance, hot-applied crack-fill, standard reservoir and flush	500			
Sandy Point Road	Air lance, hot-applied crack-fill, standard reservoir and flush	1,650			
Tansy Avenue	Air lance, hot-applied crack-fill, standard reservoir and flush	3,543			
					\$ -

SPECIFICATIONS:

Each bidder shall return page 10 of this document in a legible form with all proposed costs clearly itemized. Additionally page 11 signature page must be included in submittal memorializing each Bidder submission in a timely manner per the requirements of this Request for Bid.

TOWN CONTACT:

Nate Mears  
 Director of Public Works  
 10 Bunker Hill Avenue  
 Stratham, NH 03885  
 603-772-5550  
[nmears@strathamnh.gov](mailto:nmears@strathamnh.gov)

Name of Bidder: \_\_\_\_\_

Named Representative: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_