

Town of Sanbornton Request for Proposals (RFP) Invitation to Bid

Bid Number - SHD 2020-01

Bid Requirements and Deadline:

All bids shall be submitted in a sealed envelope and plainly marked "SHD 2020-01" and can be hand delivered to 573 Sanborn Rd, Sanbornton NH or mailed to PO Box 124, Sanbornton NH 03269. **Deadline for bid submittal is March 27, 2020 at 10am** at which time bids will be opened at Sanbornton Town Office; 573 Sanborn Road, Sanbornton, NH. Bid will be awarded at the next Selectboard Meeting.

Scope of Work as Follows:

Reclaim, Fine Grade, and Pave the following road;

• Weeks Road from the intersection of Shaw Hill Road to the pavement joint at the beginning of Osgood Road

Shim and Overlay the following roads:

- Osgood Road from the end of Weeks Road to the end of pavement
- Pine Stump Road from the intersection of Weeks Road up to and including the cul-de-sac
- Meadows Road from the intersection of New Hampton Road (RT 127) up to and including the cul-de-sac
- Lower Bay Road from the intersection Laconia Road (RT 3) to the intersection of Lower Bay Road
- Bayshore Drive from the intersection of Bay Road to the end of Town Maintenance

Materials, Quantity's Bid Amounts

• At the end of the requests form



www.sanborntonnh.org

General Requirements:

SUBMISSION OF PROPOSALS

Five (5) hard copies of the proposal must be received by 10:00 a.m. (Eastern Standard Time),
Friday, March 27th, 2020, clearly marked "TOWN OF SANBORNTON - "Bid # SHD 2020-01" and can either be
Hand delivered to:
573 Sanborn Rd, Sanbornton NH
or mailed to:
PO Box 124, Sanbornton NH 03269.

Proposals or amendments received after this deadline will not be considered. Faxed or emailed proposals will not be considered.

CONDITIONS OF SUBMISSION

All proposals submitted in response to this RFP become the property of the Town of Sanbornton. The Town has the right to disclose information contained in the proposals after an award has been made. The Board of Selectmen reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming proposal, to award solely as it deems to be in the best interest of the Town, and to waive irregularities that it considers not material to the process.

SELECTION PROCESS

Upon release of this RFP, the Board of Selectmen will be responsible for the review of the proposals and the selection of a qualified candidate. All proposals will be opened after the deadline for submitting proposals, in the presence of one or more witnesses, and a register of all applications will be prepared. Proposals will be evaluated based on best value, technical merit and on the criteria listed herein. At the discretion of the Board of Selectmen, finalists may be interviewed as part of the evaluation process. Bids will be awarded Wednesday, April 1st, 2020 at the Selectboard Meeting.

The Town reserves the right to accept or reject any or all proposals, either in whole or in part; to waive any defects, informalities, and/or minor irregularities in bid responses. The Town reserves the right to accept substitutions or exceptions to the proposed materials ONLY if authorization is provided to the contractor in writing prior to the submission of his/her Bid Proposal.

Payment Terms:

Lump sum payment will be made upon approval of finished product net 30 days. Any questions should be directed to Johnny Van Tassel via email at the Highway Department <u>sanborntonhw@metrocast.net</u> or phone at (603) 455-5882.

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Non-Appropriation: Town of Sanbornton will pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during the Town of Sanbornton's then current year, subject to annual approval by the Town Meeting. Should Town of Sanbornton fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Town of Sanbornton agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such original or renewal term.

Indemnification: To the fullest extent permitted by law the contractor shall protect, indemnify, save, defend and hold harmless Town of Sanbornton, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of the contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, 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 Contractor officers, employees, contractors, subcontractors 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. Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this contract.

The Town of Sanbornton shall not be required to defend or indemnify Contractor or its agents, employees, contractors or subcontractors or any professional service provider.

Insurance Requirements: The provider shall maintain at all times during the life of this contract the following insurance coverage. The provider must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.

Workers Compensation Insurance: The provider shall carry workers compensation insurance *BID # SHD 2020-01*



as required by the State of New Hampshire.

Comprehensive General Liability Insurance: The provider shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.

Motor Vehicle Insurance: The provider shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.

Provider shall provide an insurance certificate confirming the above insurance coverage. The Town shall be named as an additional insured for all of the above insurance, except Workers' Compensation coverage. Insurance shall be obtained on an occurrence basis. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better. The provider shall file certificates with Town of Sanbornton showing that the above insurance has been purchased. A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Town of Sanbornton, PO Box 124, 573 Sanborn Road, Sanbornton, NH 03269.

286-8252 Johnny Van Tassel Director, Dept. Of Highways Town of Sanbornton



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Item #	Description	Quantity	Unit	Price Per	Total
				Unit	

214	Fine Grading	1	UNIT	
304.3	Crushed Gravel	1,000	TON	
304.35	Crushed Gravel for driveways	300	TON	
304.32	Crushed Gravel for Shoulders	951	TON	
306.108	Reclaimed Stabilized Base Processed in Place 8" depth	11,088	SY	
403.11	Hot Bituminous Pavement 2" Base Course-Machine Method	1,265	TON	
403.11	Hot Bituminous Pavement 1.5" Top Course- Machine Method	3,550	TON	
403.12	Hot Bituminous Pavement Hand Method	100	TON	

Build the cost of mobilization, traffic control, and other expenses into bid prices.

Bid Total: \$_____

Quantities are estimated and are subject to change.