



# TOWN OF NEW IPSWICH

661 Turnpike Rd New Ipswich NH 03071

*Department of Public Works*

## INVITATION TO BID

**BID NUMBER 24-01**

### PAVING

The Town of New Ipswich is requesting bid proposal estimates for 2” top coat asphalt hot mix for Finn Hill Drive, Poor Farm Road, Hakala Drive, Andrew Drive, Nora Court, Blueberry Lane, and Mason Rd. Wilson Hill Road which is 7733 SQYDS would need to be fine graded and paved 2” of winter binder. The New Ipswich DPW will raise catch basins to final grade on Blueberry Ln, Andrew Dr, and Nora Ct.

Also, looking for an add on estimate to grade, loam and seed the sides of the roads for Blueberry Ln, Andrew Dr, and Nora Ct.

All proposals must be submitted in a sealed envelope, clearly labeled “Town of new Ipswich Paving 2024” and received at the Selectmen’s Office, 661 Turnpike Road, New Ipswich, NH 03071, at or before May 6, 2024 at 3:00 p.m. The bids will be publicly opened and read aloud at a Board of Selectmen meeting on May 7, 2024 at 6:00 p.m. at the Town office. Award will be by the Board of Selectmen at a regular Board meeting.

Review of roads can be by appointment with the Director of Public Works, (603)-878-2447. Questions can be answered by calling Public Works Director Peter Somero at (603)-878-2447 or by emailing [highwaydept@townofnewipswich.org](mailto:highwaydept@townofnewipswich.org).

**SPECIFICATIONS**  
**2024 PAVING**  
**BID NUMBER 24-01**

**ASPHALT HOT MIX PAVING:**

**1. SHIM AND OVERLAY:** The Contractor will furnish and place hot mix paving in the following manner: place tack coat, shim as needed, and 2 1/4" wearing course of 1/2" NH State top (type B) as directed by the Public Works Director. **This shall include a 2' apron at each driveway and 30' at each side road, with a seam cut at the joint, per the instructions of the Public Works Director.** All asphalt hot mix, preparation of base material, and paving operations must meet current state of NH DOT specifications. The Town requests that a nuclear density compaction test be taken to gauge rolling sequence on completion of each road.

**2. ASPHALT HOT MIX PAVING 2" BASE COURSE/ 2" TOP COAT ON RECYCLED AREA.** The Contractor shall be responsible for the final grading prior to paving. The surface smoothness shall be checked transversely with acceptable templates and longitudinally with straight edges in accordance with the instructions by the Director of Public Works.

The Contractor will furnish and place 2 1/4" BSE Binder (type B) and 2 1/4" of 1/2" NH top on the entire length of reclaimed area (4" after compaction) including a **2' apron at driveways and 30' on side roads with a seam cut at the joint.** The Town requires that a nuclear density compaction test be taken to gauge rolling sequence on completion of each road. The joints will be tack coated before the next layer of asphalt.

**3. ASPHALT HOT MIX PAVING EQUIPMENT:** The Contractor is required to have a self-propelled paver, capable to paving 10'-14' in a single pass. The varied screen must be heated. The compaction of the hot mix will be with a 10-12 ton static roller.

**4. COLD IN-PLACE RECYCLING:** Reclaiming will consist of pulverizing the existing pavements with equal depths of road base and blending them. All cobbles having a diameter greater than 2 1/2" shall be culled out. All driveways and side roads will be saw cut and removed to a depth and distance directed by the Director of Public Works. After pulverization, the Town reserves the right to add crush gravel or calcium chloride to the road base.

**5. IN-PLACE RECLAIMING EQUIPMENT:** The reclaimer must have an established capacity of recycling hot mix in-place to produce a crushed material which conforms to the gradation in section 6. In addition, it must have an established record of producing the reclaimed material at a rate of production consistent with the time allowed by the Director of Public Works.

The recycler must have the capability to adjust its depth of cut and forward speed to allow minor adjustments to the gradation or if the crushed material does not fall within the gradation requirements. The Contractor is expected to have a vibratory roller on site as well as a water truck to be able to wet the material for compaction. Grading of the reclaimed surface should be so that the water runs off where culverts are installed and that the crown of the road be around 2%.

**6. RECYCLED MATERIALS:** The materials shall be a mixture of existing pavements and road base pulverized to conform to the following:

<b>Sieve Designation</b>	<b>% by Weight Passing</b>
3 inch	100%
1 ½ inch	8-100%
¾ inch	55-90%
No. 4	40-70%

The Town will hire a vendor for the sieve analysis, proctor and testing agency.

**7. COMPLETION DATE/PAYMENTS:** Both parts of the Contract, paving and reclaiming are to be completed prior to September 30, 2023.

The basis of payment will be per tons in place for asphalt hot mix. The basis of payment will be per square yard for reclaiming.

**8. TRAFFIC CONTROL:** It will be the responsibility of the Contractor to meet Part VI Standards and Guides for Traffic Controls for Streets and Highways, and to include two-way radios.

**9. DRUG AND ALCOHOL PROGRAM:** All contractors, subcontractors and independents must be able to supply documentation of participation in a drug and alcohol program as required by Federal Highway Administration regulations.

## GENERAL PROVISIONS

- 1) All bids are to be submitted in a sealed envelope plainly marked "Town of New Ipswich Bid #23-01 paving" on the outside with the bidder's name and address, and the project name, and will be delivered to the Selectmen's office, 661 Turnpike Road, New Ipswich, NH 03071. Bids when opened shall be irrevocable for a period of sixty (60) days following the bid opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
- 2) The Town of New Ipswich reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities therefor in the best interest of the Town.
- 3) The bid price shall not include Federal or State taxes. If such are applicable, the successful bidder shall furnish the Town with the necessary tax exempt forms in triplicate upon submission of the invoice.
- 4) The Bidder shall not, directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
- 5) The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
- 6) Any changes to the provision or specification of this Bid shall be made by written addendum issued not later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
- 7) The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Regulations, Town ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
- 8) The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9) The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract, and specifications required for a complete and finished job.
- 10) The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgements arising in conjunction with or as a result of the Contractor's performance of this contract.
- 11) At the time of the execution of the contract, the Contractor shall present to the Board of Selectmen, proof of the required Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000 per occurrence and \$5,000,000 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 with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as workers compensation, insurance applicable to its employees. The Town shall not be required to indemnify or insure the Contractor.
- 12) The Contractor shall indemnify, defend, and save harmless the Town of New Ipswich and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Town of New Ipswich, its agents, employees or others.

- 13) Upon receipt of written notice of acceptance of their bid, the successful Bidder shall execute and deliver the formal contract within ten (10) calendar days to the Town.
- 14) Work on this project shall commence as soon as the Town has roads prepared and after signing of the contract and shall be completed in its entirety prior to September 30, 2019.
- 15) The Bidder will provide a written guarantee the work and materials and the work and the materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the Town and agreed to leave the work in perform 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 with 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 therefrom. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the Bidder's responsibility.
- 16) A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. 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 risk resulting from any change in the conditions which may occur during the progress of the work.
- 17) The entire work contemplated by the contract shall be under the supervision of the Director of Public Works, and all questions concerning the prosecution of the work shall be referred to and decided by him.
- 18) It is an essential 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 contract time, it shall make a written request to the Board of Selectmen for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialist for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the contract time is required due to delays in the critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry wide strike, natural disaster or an area wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.
- 19) 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 (30) 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, materials bills, subcontractors, and other indebtedness connected with the work have been paid and the written guarantee has been provided.
- 20) The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of New Ipswich.
- 21) The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; as a

joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business address of the president, Secretary, Treasurer.

- 22) It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to the contract that a Contractor and any subcontractors shall not require any laborer or mechanic employed in the performance of the contract work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926 and be effective as of the date set forth in the revised regulation.
- 23) The Contractor shall, at all times, safeguard the Town's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.
- 24) Any of the following reasons, but not limited to, may be cause of termination of the contract or agreement entered into between the Town and vendor: fails to begin work under contract within the time specified in the notice to proceed; fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable; discontinues the prosecution of the work; fails to resume work, which has been discontinued with a reasonable time after notice to do so; becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; makes an assignment for the benefit of creditors; for any other causes whatsoever, fails to carry on the work in an acceptable manner the Town of New Ipswich will give notice, in writing, to the Contractor such delay, and default; if the Contractor does not proceed in accordance with the Notice, then the Town of New Ipswich will have full power and authority without violating the Contract to take the prosecution of the work out of the hand of the Contractor. The Town of New Ipswich may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or sue such other methods as in his opinion will be required for the completion of said contract in an acceptable manner; all extra costs and charges incurred by the Town of New Ipswich as a result of such delay, neglect or default, together with the cost of completing the work under the contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of New Ipswich the amount of such excess.

**CONTRACTOR'S PROPOSAL**

**PAVING 2024**

**BID NUMBER 24-01**

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number 23-01 Paving, with the General Provisions, Specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for the project Paving, for the following unit prices:

**Asphalt will be a fixed price for the job**

Price for milling per square yard \_\_\_\_\_

Price per ton in place: \_\_\_\_\_

Price per ton without rap in-place: \_\_\_\_\_

Reclaiming and Grading per square yard: \_\_\_\_\_

Fine Grade Wilson Hill Road \_\_\_\_\_

**TOTAL COST \$ \_\_\_\_\_**

Grade, loam and seed the sides of the roads for Blueberry Ln, Andrew Dr, and Nora Ct. \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Print Bidder/Contractor's Name

\_\_\_\_\_  
Print Representative's Name and Title

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Email Address \_\_\_\_\_

Person signing proposal must be a person in your company authorized to sign a contract with the Town of New Ipswich.

**AGREEMENT**  
**PAVING 2024**  
**BID NUMBER 24-01**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of New Ipswich, NH, hereinafter called “Town” and \_\_\_\_\_ Hereinafter called “Contractor”.

That for an in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work by September 30, 2024.
2. The Contractor shall furnish all the materials, supplies, tools, equipment, labor and other services necessary for implementation, application, construction and completion of the Project described herein.
3. The Contractor shall commence and complete the work required by the Contract Documents as specified in the General Provisions, unless the period for completion is extended otherwise by the Contract Documents. The Contractor acknowledges that the date of beginning and the time for completion of the work are essential conditions of the Contract Documents.
4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the contract price.
5. The term “Contract Documents” means and includes the following: Invitation for Bids, Specifications, Bid, Contractor’s Proposal, Notice of Award, Agreement, and Notice to Proceed, and General Provisions.
6. The Town will pay to the Contractor, in the manner and at such times as set forth in the General Provisions.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. The date of commencement shall be the date of this Agreement. The Contractor shall substantially complete the work not later than September 30, 2024, subject to adjustment by Change Order.
9. There shall be weekly project meetings as scheduled between the Director of Public Works and the Contractor.



In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

BOARD OF SELECTMEN

Attest:

(Seal)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
(Printed Name)

Attest:

(Seal)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_

Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the contract must accompany the executed contract.

**NOTICE OF AWARD**  
**PAVING 2024**  
**BID NUMBER 24-01**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town has considered the bid submitted by you for the above described work in response to its Invitation to Bid dated \_\_\_\_\_ and General Provisions to Bidders.

You are hereby notified that your Bid has been accepted for Paving 2024.

You are required by the General Provisions to Bidders to execute the Agreement and furnish the required Contractor's performance and payment bonds or approved alternative bonding method (if applicable), and certificates of insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten days from the date of this Notice, said Town will be entitled to consider all your rights out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledge by \_\_\_\_\_

\_\_\_\_\_, Title: \_\_\_\_\_

On \_\_\_\_\_.

**NOTICE TO PROCEED**

**PAVING 2024**  
**BID NUMBER 24-01**

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

Project: \_\_\_\_\_

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You are hereby notified to commence work in accordance with the Agreement dated

\_\_\_\_\_ On or before \_\_\_\_\_ and you are to complete the work within

\_\_\_\_\_ Consecutive days thereafter. The date completed of work is therefore

\_\_\_\_\_.

TOWN OF NEW IPSWICH, NH

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is hereby acknowledged by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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