

TOWN OF ACWORTH
Invitation to Bid

The Town of Acworth is currently inviting bids from qualified contractors, acting singularly or in consortium, for **road projects** in Acworth. If additional subcontractors are to be used references and insurances must be provided for them.

Bids are due **no later than 12:30PM on Thursday, May 12, 2022** and will be publicly opened and read at that time by the Selectmen or their designee. Award decisions will be made by the Board of Selectmen at their regularly scheduled meeting **May 16, 2022**. Bidders are requested to have a representative present at said Board of Selectmen's meeting, if possible.

SECTION 1: GENERAL REQUIREMENTS

Bids need to be submitted to the Town Offices, 13 Town Hall Road, Acworth, NH 03601. Bids are to be submitted in a sealed envelope, clearly marked. A bidder may attach any explanatory materials, brochures, or other documents, which it may feel of use in the presentation of its bid. The Town of Acworth will not be responsible for late mail deliveries and no bid will be accepted if received after the time stipulated above. Neither emailed nor faxed bids will be accepted. Any unopened bids will be returned to the vendor.

Inquiries may be directed to: Board of Selectmen office, 603-835-6879.

Town of Acworth Tax-Exempt number: #026000002.

All bids shall be valid for at least one hundred and twenty (120) days from the due date. No bid may be withdrawn prior to one hundred and twenty (120) days from the due date. The Town may request additional information after the bid opening.

The Town is seeking single turnkey bids. However, the Town will accept separate contracts for individual phases under these specifications as appropriate if one company agrees to oversee and accept responsibility to implement the whole system and provide corrections for any defective areas within the scope of work that are not completed to a reasonably agreed upon condition.

Vendors may submit multiple bids. Each bid will be evaluated separately.

The Town of Acworth reserves the right to reject any and all bids, either in whole or in part and is not bound to the lowest bid; to waive any defects, informalities and/or irregularities in bid responses; to accept substitutions or exceptions to these requirements; to negotiate with the successful bidder; and to otherwise act as shall be determined by the Board of Selectmen to be in the best interest of the Town.

SECTION 2: SCOPE OF WORK

All work areas will be marked out by Town personnel and can be further reviewed by contacting Highway Supervisor Mark McIntire at the Acworth Highway Department between 6:30 AM and 2:30 PM, M-F, at (603) 835-6866. Prior to submitting bids prospective contractors need to meet with the Supervisor to review the scope of work and discuss any issues or to explain alternatives not mentioned in scope of work as written.

The successful bidder shall be responsible for supplying all fuel, manpower, equipment, equipment maintenance, and safety equipment necessary to complete the scope of work and fulfill the terms of the contract. That includes supplying a loader as needed. They shall also be responsible for traffic control while on site. As applicable, the Town requires having a Certified Culvert Maintainer on site. If not available, the bidder will note the bid to reflect that.

All work to be completed by September 1, 2022.

Cold Pond Road top coat paving: Immediately prior to placement of top course of pavement, surface to be paved shall be swept clean and a tack coat of emulsified asphalt shall be applied at a rate of 0.04-0.06 gallons per square yard. Provide bituminous concrete pavement, NH DOT Type E 1/2" top course pavement, to a compacted depth of 1 inch. All work should be completed per NHDOT specifications. Place shoulder gravel 2' wide, trucked from Town pit.

SECTION 3: GENERAL PROJECT CONDITIONS

Contractor shall adequately protect workers, landowners or tenants, adjacent property, and the public during construction operations. Contractor shall plan and conduct the construction of the culverts projects to comply with local, state, and federal laws, rules and regulations and to exercise the highest degree of care to safeguard persons and property from injury. Contractor will perform all services in compliance with applicable Federal Health and Safety laws currently in effect. Neither the giving of such special instructions by a Town representative nor the adherence thereto by contractor shall relieve contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor shall require its employees to wear protective clothing, reflective vests, masks, eye protections, etc. during any operation as required or directed by applicable laws, regulations, ordinance, and/or direction by manufacturer of materials or equipment.

“Dig Safe” notification and requirements shall be the responsibility of the Contractor unless delegated to the Town in writing by mutual agreement.

SECTION 4: BID EVALUATION PROCESS

The bid evaluation process will include review by the Highway Supervisor and Board of Selectmen.

Bids will be evaluated against specifications as presented in this document. No award will be made to any vendor who cannot satisfy the Board of Selectmen that they have sufficient ability and experience in this class of work and sufficient capital and planning to enable them to complete delivery of the services successfully within the set time frame. The Board’s decision or judgment on these matters shall be final.

SECTION 5: PAYMENT TERMS

The successful bidder will be paid within thirty (30) days of completion or via other mutually agreed upon schedule.

SECTION 6: PENALTY

If, for any reason, the contractor fails to fulfill the terms of bid, he forfeits his claim to continue work with the Town.

SECTION 7: INSURANCE

Contractor agrees to carry any and all insurance which will protect it, the Town of Acworth 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. Contractor further agrees that the Town of Acworth 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 of Acworth.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Town of Acworth.

Contractor will furnish to the Town of Acworth a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Acworth and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town of Acworth and its officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The Town of Acworth shall not be required to insure the Contractor, any subcontractor or any professional service provider.

SECTION 8: INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Acworth, 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, economic injury 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 Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent 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's 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. The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Acworth shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

SECTION 9 : NON COLLUSION CLAUSE :

Contractor certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person and that the services and materials to be supplied will meet or exceed the specifications as listed in this request for bid.

SECTION 10: BID SUMMARY:

Cold Pond Road top coat paving

Total bid price for services as outlined in Scope of Work:

Tons _____

Price per ton \$_____

Total price \$_____

FIRM: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

TELEPHONE: _____

DATE: _____