

**DEPARTMENT OF PUBLIC WORKS**

22 Dodge Road

Amherst, NH 03031

Tel. (603) 673-2317

[eslosek@amherstnh.gov](mailto:eslosek@amherstnh.gov)

**BID NUMBER DPW 08-24**

***“CRACK SEALING”***

**INVITATION TO BID**

The Town of Amherst, NH is inviting contract proposals at the Town Administrator’s Office, Town Hall, 2 Main Street, Amherst, New Hampshire for **Hot-Poured Crack Sealing** for various roads in Amherst.

Preference will be given to contractors that can commit to a work completion date of September 30, 2024.

Bidding documents may be obtained, at no charge, at <https://www.amherstnh.gov/public-works/news/bid-opportunities> or from the Public Works office at 22 Dodge Road, Amherst New Hampshire.

## Review of roads can be by appointment with the Director of Public Works or his designee,

## 603-673- 2317.

Bids will be received at the Town Administrator’s Office, 2 Main Street, Amherst, New Hampshire, until 10:00am, Friday, May 30, 2024. Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at the Town Hall. Bids will be taken under advisement and award will be by the Board of Selectmen at a regular board meeting.

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Roads to be Crack Sealed

Manchester Rd. *Approximately 814 linear feet*

School St. *Approximately 34 linear feet*

Middle St. *Approximately 2,481 linear feet*

Courthouse Rd. (Culvert South to SR122)

*Approximately 608 linear feet*

Monticello Dr. *Approximately 2,221 linear feet*

County Rd (Cricket Corner Rd to Merrimack Town line)

*Approximately 6,671 linear feet*

Conifer Rd. *Approximately 1,515 linear feet*

Taconic Dr. (Thornton Ferry 2 to crosswalk at #3)

*Approximately 1,190 linear feet*

Ponemah Hill Rd (End to Milford Town Line)

*Approximately 3,509 linear feet*.

### Old Nashua Rd Approximately 4,649 linear feet

### Hertzka Dr. (Apron to Old Nashua Rd.)

### Approximately 20 linear feet

Bon Terrain Dr. *Approximately 2,478 linear feet*

Columbia Dr *Approximately 2,458 linear feet*

### Caldwell Dr. Approximately 2,644 linear feet

### Manhattan Ave Approximately 895 linear feet

### Boston Post Rd. (Merrimack Town Line to Merrimack Rd.)

### Approximately 13,832 linear feet

### Homestead Rd. Approximately 1,362 linear feet

### South Fire Station. (Entire Parking Lot)

### Approximately 13,000 linear feet

### Central Fire/Police Station (Entire Parking Lot)

### Approximately 63,000 linear feet

### Town Hall (Entire Parking Lot. Manchester Rd.)

### Approximately 2,000 linear feet

### \*\*\* Please note: If the total bid amount is in excess of $45,000.00 the Town of Amherst reserves the right to change the scope of work to meet available funding.

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## Agreement

This agreement is made on , 2024, between the Town of Amherst and Contractor for **Hot Pour Crack Sealant**

The owner and contractor agree as follows:

# ARTICLE I

**THE CONTRACT DOCUMENT**

The contractor shall complete the work described in the contract documents for the project. The Contract document consists of:

1. Invitation to Bid
2. General Provisions, Attachment A, dated April 26, 2024
3. Specifications, Attachment B, dated April 26, 2024
4. Contractor’s Proposal
5. Any issued addenda
6. This agreement signed by the Owner and the Contractor
7. Written change orders or orders for minor changes in the work issued after execution of this agreement.

# ARTICLE II

**DATE OF COMMENCEMENT**

The date of commencement shall be June 11, 2024.

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To: Town of Amherst, NH:

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 DPW 08-24 Crack Sealing 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 service needed to perform all the requirements for the project **crack sealing,** in Amherst, NH for the following unit prices;

|  |  |  |  |
| --- | --- | --- | --- |
| **Roads** | **Distance** | **Bid** | **Written bid** |
| Manchester Rd. | 814 LF | $ | dollars/cents |
| School St. | 341 LF | $ | dollars/cents |
| Middle St. | 2,481 LF | $ | dollars/cents |
| Courthouse Rd.  (Culvert South to SR122) | 608 LF | $ | dollars/cents |
| Monticello | 2,221 LF | $ | dollars/cents |
| County Rd.  (Cricket Corner Rd. to Merrimack town line) | 6,671 LF | $ | dollars/cents |
|  |  |  |  |
| Conifer Rd. . | 1,515 LF | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars/cents |
| Taconic Dr.  (Thornton Ferry II to Crosswalk at # 3)  Ponemah Hill Rd  (End to Town Line) | 1,190 LF      3,509 LF | $    $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | dollars/cents    dollars/cents |
| Old Nashua Rd. | 4,649 LF | $ | dollars/cents |
| Hertzka Dr.  (Seal Apron to Old Nashua Rd. | 20 LF | $ | dollars/cents |
|  |  |  |  |
| Bon Terrain Dr. | 2,478 LF | $ | dollars/cents |
| Columbia Dr. | 2,458 LF | $ | dollars/cents |
| Caldwell Dr. | 2,644 LF | $ | dollars/cents |
| Manhattan Ave . | 895 LF | $ | dollars/cents |
| Boston Post Rd.  (Merrimack Town Line to Merrimack Rd.) | 13,832 LF | $ | dollars/cents |
| Homestead Rd. | 1,362 LF | $ | dollars/cents |
| Town Hall Entire Parking Lot- (Manchester Rd.) | 2,000 LF | $ | dollars/cents |
| South Fire Entire Parking Lot (Stearns Rd.) | 13,000 LF | $ | dollars/cents |
| Central Fire Station/Police Station Entire Parking Lot | 63,000 LF | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars/cents |
|  |  |  |  |

Total 125,688 LF $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars/cents

Print Bidders/ Contractor’s Name

Print Representative’s Name and Title Representative’s Signature

Street City, State, and Zip Code

Telephone and Fax Number Date

**Person signing proposal must be a person in your company authorized to sign contracts with the Town of Amherst, NH.**

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# ARTICLE III CONTRACT SUM

Subject to additions and deductions by change order, the contract sum is listed on page six of this document by individual road.

# ARTICLE IV PAYMENT

Based on the Contractor’s application for payment for complete work, certified by the Director of Public Works or his designee, the Town of Amherst shall pay the contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified, and payment made, within fifteen (15) working days of the approved amount of the invoice.
4. Performance Payment Security shall be required if bid exceeds $25,000.00.

# ARTICLE V INSURANCE

The contractor shall provide satisfactory evidence of both Contractor’s Liability and workers Compensation Insurance.

# ARTICLE VI

**OTHER TERMS AND CONDITIONS**

Upon recommendation by the Amherst Director of Public Works, the Amherst Board of Selectmen will award this contract at a regular meeting night. After which, within five working days, written notification of the award will be made from the Public Works office to all bidders, and the contract will be finalized with the successful contractor to include but not be limited to scheduling of work.

There shall be project meetings as necessary, scheduled by either the contractor or the Amherst Director of Public Works or his/her designee between the owner and contractor.

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**Addendum A**

**April 26, 2024**

**General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder’s name and marked **“Town of Amherst Bid # DPW08-24 Crack Sealing”** and will be received at the Town Administrator’s Office, 2 Main Street, Amherst, New Hampshire, until 10:00AM Friday, May 30, 2024.
2. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room at the Department of Town Hall, 2 Main Street, Amherst, NH 03031. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. 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.
5. The Bidder shall not, either 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.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Questions must be submitted no later than 6 working days prior to the bid opening date.
8. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no 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.
9. The bidder’s attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and 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.
10. 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.
11. 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.
12. 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 judgments arising in conjunction with or as a result of the Contractor’s performance of this contract.
13. The bidder 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”.
14. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, “Worker’s Compensation Acts” and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen’s Office in single copy.
    1. COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE. The Contractor shall take

out and maintain during the life of this Contract the statutory Worker’s Compensation and Employer’s Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all work of the latter’s employees to be engaged in such work.

* 1. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor

shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

* + 1. Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars ($500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars ($500,000) on account of one accident.
    2. Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for damages on account of one accident or all accidents.
  1. TOWN OF AMHERST’S PROTECTIVE LIABILITY INSURANCE. The Contractor shall

name the Town of Amherst as one of the insured on all policies required, except Worker’s Compensation.

* 1. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

1. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
2. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
3. 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, 2024.
4. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
5. The bidder will 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 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. 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.
6. The Contract Documents shall include the “Invitation to Bid”, “General Provisions”, “Specifications”, “Proposal”, any issued addenda, and the final executed “Contract Agreement”.

The intent of these documents is to include all labor, materials, appliances and

services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

1. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor shall also carefully examine 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.
2. 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 fifteen (15) 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.

1. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

* 1. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
  2. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
  3. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

1. 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.
2. DETERMINATION AND EXTENSION OF CONTRACT TIME. 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 Public Works Director 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 specialists 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 delivery of 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.

FAILURE TO COMPLETE ON TIME. For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be $500.00 per day.

The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damage and the Contractor and its SURETY shall be liable to the Town for all additional liquidated damages as provided herein.

1. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.
2. In determining the successful bidder, in addition to price, the following shall be considered:
3. The ability and skill of the bidder to perform the contract;
4. Whether the bidder can perform the contract promptly without delay or interference;
5. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
6. The quality of performance of previous contracts for services.

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**Attachment B April 26, 2024**

**Minimum Product Specifications**

**Random-Crack Sealing by Rubberized Reinforced Method**

1. **Scope of work**

The work covered by this section of the specifications consist of furnishing all plans, labor, equipment and materials necessary to perform all operations in connection with **mechanical cleaning (by compressed air) or mechanical wire brush and sealing for construction and random cracks** in bituminous concrete paving.

## Material

Materials shall meet the requirements of AASHTO M324 (ASTM D6690) Type II

## Equipment

Equipment used in the performance of the work required by this section of the specifications shall be subject to an initial inspection by the Public Works Director or his designee and maintained in a satisfactory working condition at all times.

* 1. **Air compressor**: Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 pounds per square inch at the nozzle with a minimum blast flow of psi. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
  2. Manually operated, gas powered air broom or self-propelled sweeper designed especially for use in cleaning highway shall be used to remove debris, dirt, and dust from the cracks.
  3. At a minimum, hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and other appropriate tools required to accomplish the work.
  4. **Melting Kettle:** the unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and / or by continuous circulating gear pump attached to the heating unit. Kettles equipped with rocking type agitation shall not be used. The kettle must be equipped with thermostatic control calibrated to keep the product between 350 degrees F and 375 degrees F. or within manufacturer’s specifications.

## Preparation of Cracks

* 1. Debris removal: All cracks shall be routed and blown clean by high pressure air or an equivalent method approved by the Director of Public Works or his designee. Air compressor shall be equipped with traps that maintain the compressed air free of oil and water and be capable of furnishing not less than 100 cubic feet of air per minute at not less than ninety pounds per square inch pressure at nozzle. All old material and other debris removed from pavement surface immediately by means of power sweeper or hand brooms or air brooms. Cracks to be cleaned and contaminates removed.
  2. General: No crack sealing material shall be applied in wet cracks, or when frost, snow, or ice is either present or when pavement temperature is below 50 degrees F. For drying the crack prior to application, a hot air lance can be used.

## Preparation and placement of sealer

* 1. Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and reviewed by the Director of Public Works or his designee.
  2. The hot-poured sealant shall be applied to the cracks using hand pouring pots or wand applicators within 2 minutes following hot-air lance cleaning. Only wand applicators shall be used for crack filling when cracks are not covered by an asphalt pavement overlay.
  3. All cracks to be treated shall be filled to a minimum of 1/16 inch and a maximum of 1/8 inch (1 mm to 3 mm) below the pavement surface with hot-poured sealant with the sealant left slightly concave. Filling flush, overfilling, and over banding of cracks will not be allowed. Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed, and crack sealing operations discontinued, until debonding problem is corrected.
  4. If bubbling occurs during application, moisture still exists in the crack and work must be postponed until the cracks are dry.
  5. When traffic requires immediate use of the roadway, an approved aggregate shall be broadcast over cracks to prevent sealer pickup by vehicular traffic.

## Workmanship

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and disposed of using best management practices.

Workmanship not meeting best management practices will result in grounds for dismissal.

## Performance

* 1. It is the intentions of the Amherst Department of Public Works to recommend awarding this contract to the lowest bidder who can furnish satisfactory evidence that he or she has the ability and experience to perform this type of work, and that he or she has sufficient capital and equipment to enable him or her to complete the work successfully within the time frame named in the contract.
  2. The contractor should be prepared to submit six successfully completed crack sealing jobs within the last year including contact names and phone numbers.

## Traffic Control

a. Flag persons, when required, will be furnished by the contractor.

b. The Town of Amherst recognizes the importance in allowing hot pour sealant adequate curing time (15-30 min). Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being crack filled. Traffic may be permitted on the crack fill section immediately if an approved blotting material is used or as soon as tracking does not result.