



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317
eslosek@amherstnh.gov

BID NUMBER DPW #07-24

LINE STRIPING

INVITATION TO BID

The Town of Amherst NH is inviting proposals for contract at the Town Administrator's Office, 2 Main Street, Amherst, New Hampshire for **line striping** for various streets in Amherst.

Bidding Documents may be obtained on our website at www.amherstnh.gov/public-works/news/bid-opportunities and at no charge, from the Public Works Office at 22 Dodge Road in Amherst, NH.

Review of roads can be done by appointment with the Director of Public Works or his designee, 603-673-2317.

Bids will be received at the Town Hall, Town Administrators office, 2 Main St. Amherst, NH until 11:00 AM, Tuesday May 21, 2024. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room, 2 Main St. This bid will be awarded by the Board of Selectmen at a regular board meeting.

BID NUMBER DPW#07-24 Line Striping

CONTRACTOR'S PROPOSAL

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 07-24 Line Striping 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 road painting as specified in Attachment B, in Amherst, NH for the following Unit Prices:

YELLOW PRICE PER LINEAR FOOT IN-PLACE: _____
figure

WHITE PRICE PER LINEAR FOOT IN-PLACE: _____
figure

Per yellow linear foot _____
(Written out)

Per white linear foot _____
(Written out)

Print Bidder/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 a Contract with the Town of Amherst, NH.

AGREEMENT

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated May 2, 2024.
- 3) Specifications, Attachment B, dated May 2, 2024.
- 4) Line Striping List, Attachment C, dated May 2, 2024.
- 5) Contractor's Proposal.
- 6) Any issued Addenda.
- 7) This agreement signed by the Owner and the Contractor.
- 8) Written change orders or orders for minor changes in the work issued after execution of this Agreement.

**ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of this Agreement. The Contractor shall substantially complete the work not later than June 30, 2024, subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum per linear foot

is: \$_____

**ARTICLE IV
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be no more than two times in any calendar month.
3. Work shall be certified, and payment made with 15 days of the approved amount of the invoice.
4. Performance-Payment Security shall not be required.

**ARTICLE V
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance.

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 DPW #07-24 Line Striping" and will be received at the Town Hall, Town Administrators office, 2 Main St., Amherst, NH until 11:00 AM, Tuesday May 21, 2024.
2. Shortly thereafter, bids will be publicly opened and read aloud at the Town Hall, 2 Main St., Amherst, NH. 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. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than three (3) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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".
13. 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.
- A. 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.
- B. 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.
- C. 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.
- D. 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.
14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
- 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 June 30, 2024.

16. 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.
17. 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 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.
18. 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.

19. 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 risks resulting from any change in the conditions which may occur during the progress of the work.
20. 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.
21. 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:

- A. 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.
- B. 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.

C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

22. 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.
23. 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 an 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 \$100.00 per day.

The Town may withhold any amount of money otherwise due to 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.

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

Line Striping

1. Scope of Work,

Centerline Pavement Markings shall be the pavement markings used to delineate the separation of traffic lanes that have opposite directions of travel on a roadway, it may not always be located in the geometric center of the road and it shall be yellow. Painted double center lines shall be four inches wide and shall be separated by discernible space.

Edge Line Pavement Markings, where indicated, shall delineate the right and left edges of a roadway. Edge line markings shall not be continued through intersections but shall not be broken for driveways. Painted edge lines shall be white in color and shall be four inches wide.

See attachment B for a detailed list of striping locations.

2. Material

Quotes shall be based on use of a water-borne paint covering approximately 250 – 300 linear feet per gallon with retro-reflective glass beading added as sprayed.

3. Equipment

Yellow center lines and outer edge fog lines both with applied glass beading shall be applied by means of a truck mounted spray unit.

4. Preparation

Road painting of any sort will only take place when the road is dry (free of moisture). When this is in doubt, the final decision rests with the Amherst Public Works Director or his designee. Road painting will take place nights with adequate advance notice to schedule overtime with Public Works employees. Where and when appropriate, using best management practices, traffic cones and signage will be used to delineate fresh paint.

5. Performance

- a. 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.
- b. The contractor should be prepared to submit six successfully completed line striping jobs within the last year including contact names and phone numbers.

6. Traffic Control

- a. For line striping preformed after 8:30 PM, the Town of Amherst will provide a guide and lighted vehicle to assist in performing this work.
- b. The contractor shall supply adequate signage and safety cones (1 every 75 to 100 feet).

Amherst Roads List for Line Striping						
Road Name	Painted Road Length	Yellow LF(4" wide)	White LF (4" wide)	Notes:	Linear Foot Price	Total Price
Amherst St.	9880	19760	19760	Courthouse Rd. to Milford T/L		
Baboosic Lake Rd.	12913	25826	0	SR101 to Merr. T/L		
Bayberry Dr.	75	150	0	West approach to Blueberry only		
Border St.	125	250	0	Approach to Amherst St. only		
Boston Post Rd.	17819	35638	25400	Yellow- Merrimack T/L to New Boston Rd.; White- Merr. T/L to Merrimack Rd.		
Camp Rd.	2117	4234	0	SR101 to Merr. T/L		
Chestnut Hill Rd.	5496	10992	3500	White- Pheasant Hollow to Wolf Ln.		
Christian Hill Rd.	132	264	0	Begin at SR13 to 132LF		
Corduroy Rd.	6121	12242	0			
County Rd.	6953	13906	0			
Courthouse Rd.	1732	3464	0	Amherst St. to SR122		
Craftsman Lane	1126	2252	2252	Merrimack T/L to SR101A		
Cross Rd.	2127	4254	0			
Foundry St.	1204	2408	0			
Horace Greeley Rd.	12873	25746	25746			
Jones Rd.	2173	4346	0			
Mack Hill Rd.	10891	21782	0	Manchester Rd. to Sprague Rd.		
Main St.	1768	3536	0			
Manchester Rd.	2160	4320	0	Main St. to Narragansett		
Merrimack Rd.	13145	26290	26290			
Narragansett Rd.	796	1592	0			
New Boston Rd.	150	300	300	Yellow & White- BPR to 150LF		
North Hollis Rd.	579	1158	0	Hollis T/L to railroad tracks		

Old Milford Rd.	125	250	0	Amherst St. to 125LF (north intersection only)
Old Nashua Rd.	450	900	0	West approach- SR122 to 200LF (both entrances); East approach- SR101A to RR tracks
Ponemah Hill Rd.	3461	6922	0	SR122 to Milford T/L
Seavern's Bridge Rd.	4750	9500	0	Merr. T/L (north) to Merr. T/L (south)
Spring Rd.	300	600	0	300LF (150LF east & west of Sawmill Ln.)
Stearns Rd.	6943	13886	0	
Thornton Ferry II	10784	21568	0	
Veterans Rd.	2863	5726	0	
Walnut Hill Rd.	265	530	0	SR101 to 265LF (Old Manch. Intersection)
Windsor Dr.	2893	5786	0	
Total LF =		290378	103248	