

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for construction and materials testing services for various construction projects in the City of Rochester. Bids must be submitted in a sealed envelope plainly marked:

“Sealed Bid, **ROCHESTER CONSTRUCTION MATERIALS TESTING –**
CALENDAR YEARS 2008-2009”
Bid #08-31

City of Rochester, New Hampshire
31 Wakefield St.
Rochester, NH 03867
Attn:Business Office

All bids must be received no later than April 3rd, 2008, at 2:45 PM. No late bids or telephone bids will be accepted. Bid proposals and specifications may be obtained from the Business Office at City Hall, 31 Wakefield, St. Rochester, NH 03867. Telephone number (603) 335-7602. All bids must be made on the bid forms supplied, and the bid forms must be fully completed when submitted.

The City of Rochester, New Hampshire

REQUEST FOR PROPOSAL No. 08-31

CONSTRUCTION MATERIALS TESTING – CALENDAR YEARS 2008-2009

Congress Street Parking Lot
Brock Street/Washington Street Intersection Reconstruction
Catherine Street Reconstruction
North Main Street Bridge Rehabilitation
Washington Street Pump Station Replacement
'08-'09 Paving Projects

I. Project Overview

The City of Rochester, NH requests proposals from materials testing Consulting Engineers to perform various field and laboratory analyses during six significant projects spanning CY 2008-2010. During this past winter the City of Rochester has opened bids for the Congress Street Parking Lot, Brock Street/Washington Street Intersection Reconstruction and the Washington Street Pump Station Replacement. These projects are expected to start in mid spring. Within the next year the City of Rochester anticipates advertising for bids for Catherine Street Reconstruction, the North Main Street Bridge Rehabilitation, and possibly 2008/2009 Paving Projects.

The Congress Street Parking Lot project includes the construction of a parking lot located on Tax Map 120 Lot 359 and Lot 358. The parking lot will be approximately 10,000 S.F. with approximately 40 parking spaces. Vertical granite curbing and drainage improvements will also be included.

The Brock Street/Washington Street Intersection Reconstruction consists of the total reconstruction of the intersection as well as reconstruction of Washington Street 500-feet south and 600-feet north of Brock Street, and reconstruction of Brock Street 500-feet east of Washington Street. Portions of Washington Street will be widened and the intersection will be signalized upon completion. Bituminous sidewalks will be installed and water, sewer, and drainage utilities will be replaced.

The Washington Street Pump Station Replacement will include the installation of a new pre-cast concrete wet well and pump house building. While this project is mostly technical, services may be needed for materials testing.

The Catherine Street Reconstruction will be the total reconstruction of Catherine, Sheridan, Glen, and Granite Streets including all utilities. A major drainage outfall will be reconstructed with all new associated drainage. Water and sewer will be upgraded along with road reconstruction. .

The North Main Street Bridge Rehabilitation will be the rehabilitation of the North Main Street Bridge over the Cocheco River. The North Main Street, Cove Court, River Street intersection will be reconstructed including drainage, and sidewalks. River Street will be reconstructed to Chestnut Street, Cove Court will be reconstructed in its entirety and North Main Street will be reconstructed from the South end of the North Main Street Bridge over Cocheco River to just south of Maple Street.

The City of Rochester also anticipated receiving bids in 2009 for various paving projects throughout the City of Rochester. Materials testing will be needed on streets chosen for this project.

Additional projects may be added if funding is available and materials and testing services are needed.

II. Scope of Services

A. Work Included

Consultant will provide soil materials testing services as requested by the City of Rochester or its project representatives under contract to the City (owner). Services will be on a part-time/on-call basis as requested by the owner, City Engineer or his/her representative. Soil testing will include, but is not necessarily limited to:

1. Soil proctor development and soil compaction testing using nuclear densitometers per latest ASTM standards.
2. Soils and materials gradation analysis
3. Concrete field slump testing and cylinder compressive testing.

B. Related Work Described Elsewhere

Requirements for testing are described in various sections of these specifications; where testing requirements are not specifically described, but required by owner, testing will be performed under the appropriate ASTM and NHDOT standards for testing or as stipulated in the following:

1. Congress Street Parking Lot
 - a. Analysis of sub-base material to ensure compliance with contract specification.
 - b. Analysis of base material and utility trench backfill material to ensure compliance with contract specification (with development of proctor).
 - c. In-place compaction testing to ensure the base is properly prepared for asphalt paving. Testing should be done at not greater than 100-foot intervals at random locations along the cross section of the road. Shorter streets may require shorter intervals; at least four compaction tests shall occur on each street regardless of its length.
 - d. As directed by the City Engineer or his/her contract representative, random compaction testing of utility trench backfill material to ensure the utility trench compaction effort meets project specifications.
 - e. Concrete cylinder compressive testing to ensure mix off the truck is to state specifications. Two samples per truck shall be taken at the time the truck arrives. At the end of 28 days the cylinders shall be tested and an average of the two shall be the test strength.
2. Brock Street / Washington Street Intersection Reconstruction
 - a. Analysis of sub-base material to ensure compliance with NHDOT highway specification.
 - b. Analysis of base material and utility trench backfill material to ensure compliance with NHDOT highway specification (with development of proctor).
 - c. In-place compaction testing to ensure the base is properly prepared for asphalt paving. Testing should be done at not greater than 100-foot intervals at random locations along the cross section of the road. All testing shall comply with NHDOT specification.
 - d. As directed by the City Engineer or his/her contract representative, random compaction testing of utility trench

backfill material to ensure the utility trench compaction effort meets project specifications.

- e. Concrete cylinder compressive testing to ensure mix off the truck is to state specifications. Two samples per truck shall be taken at the time the truck arrives. At the end of 28 days the cylinders shall be tested and an average of the two shall be the test strength.

3. Washington Street Pump Station

- a. Analysis of sub-base material to ensure compliance with contract specification.
- b. Analysis of base material and utility trench backfill material to ensure compliance with contract specification (with development of proctor).
- c. As directed by the City Engineer or his/her contract representative, random compaction testing to ensure compaction efforts meets project specifications.
- d. Concrete cylinder compressive testing to ensure mix off the truck is to state specifications. Two samples per truck shall be taken at the time the truck arrives. At the end of 28 days the cylinders shall be tested and an average of the two shall be the test strength.

4. Catherine Street Reconstruction

- a. Analysis of sub-base material to ensure compliance with NHDOT highway specification.
- b. Analysis of base material and utility trench backfill material to ensure compliance with NHDOT highway specification (with development of proctor).
- c. In-place compaction testing to ensure the base is properly prepared for asphalt paving. Testing should be done at not greater than 100-foot intervals at random locations along the cross section of the road. All testing shall comply with NHDOT specification.
- d. As directed by the City Engineer or his/her contract representative, random compaction testing of utility trench

backfill material to ensure the utility trench compaction effort meets project specifications.

- e. Concrete cylinder compressive testing to ensure mix off the truck is to state specifications. Two samples per truck shall be taken at the time the truck arrives. At the end of 28 days the cylinders shall be tested and an average of the two shall be the test strength.

5. North Main Street Bridge Rehabilitation

- a. Analysis of sub-base material to ensure compliance with NHDOT highway specification.
- b. Analysis of base material and utility trench backfill material to ensure compliance with NHDOT highway specification (with development of proctor).
- c. In-place compaction testing to ensure the base is properly prepared for asphalt paving. Testing should be done at not greater than 100-foot intervals at random locations along the cross section of the road. All testing shall comply with NHDOT specification.
- d. As directed by the City Engineer or his/her contract representative, random compaction testing of utility trench backfill material to ensure the utility trench compaction effort meets project specifications.
- e. Concrete cylinder compressive testing to ensure mix off the truck is to state specifications. Two samples per truck shall be taken at the time the truck arrives. At the end of 28 days the cylinders shall be tested and an average of the two shall be the test strength.

6. '08/'09 Paving Projects

- a. Analysis of base material and utility trench backfill material to ensure compliance with NHDOT highway specification (with development of proctor).
- b. In-place compaction testing to ensure the base is properly prepared for asphalt paving. Testing should be done at not greater than 100-foot intervals at random locations along the cross section of the road. All testing shall comply with NHDOT specification.

C. Quality Assurance

1. Qualifications of Testing Laboratory

The testing laboratory will be qualified to meet ASTM requirements relevant to the material tested and respective test performed.

2. Promptly process and distribute all required copies of test reports and related instructions to the owner to ensure all necessary re-testing and/or replacement of materials with the least possible delay in progress of work.

III. Reporting

A All reports shall be in writing and shall be submitted to the City Engineer, the designated Inspection Engineer and/or project representative via e-mail as a .pdf attachment within one business day of being completed. "Originals" shall be forwarded via U.S. Mail to the City Engineer for receipt w/in one week of the testing being completed.

B. Test failures or tests that do not meet the project specifications shall be reported verbally to the designated inspection engineer and/or project representative as soon as possible via telephone or in person. All contact information will be provided to the testing service at the beginning of each project.

IV. Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor, and will not be a part of this contract.

V. Schedules for Testing

A. The owner or his authorized representative will notify Consultant at least one business day before work will be ready for testing. Inplace compaction testing of the base material will always occur not more than 24 hours before scheduled paving of the binder course.

B. If scheduled tests cannot be performed because of incomplete work by the Contractor, cost resulting from the delay shall be paid for by the Contractor.

VI. Responsiveness

- A. Because time is of the essence and the City cannot afford to have contractors waiting around for testing services to be complete, the testing service shall be able to respond and have a person on site within 2 hours of the call if necessary. The engineer will make every effort to schedule the collection of testing samples with at least 24 hours notice, however this may not always be possible.

VII. Taking Specimens

The Consultant shall procure all samples and specimens, shall provide all necessary test equipment and personnel and make all deliveries of samples to the laboratory.

VIII. Experience and References

- A. The Consultant shall provide a summary of experience that pertains to the scope of work as presented above.
- B. Brief resumes of key persons, who would likely be working on these projects. Resumes should not exceed two pages.
- C. List of at least three reputable references, preferably from municipalities for whom you have performed work of a similar nature.
- D. List of other standing contracts for similar work with other municipalities, institutional, and government entities that are within a 40-mile radius of Rochester, NH.

IX. Insurance

- A. The Consultant shall include evidence of insurance including but not limited to general liability, property and casualty, errors and omissions, worker's compensation, and automotive liability insurance. This evidence shall be shown on a certificate of insurance issued by the Consultant's insurance carrier(s).
- B. The Consultant and any of his subcontractors shall name the City as Additional Insured for all insurance policies.
 - 1. The Contractor shall require each Subcontractor employed on any Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
 - 2. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by

the Department of Public Works, and the Contract approved by the City Manager.

- a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
 - b. Commercial General Liability
Limits of Liability
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage:
\$5,000,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident
- C. The Contractor shall indemnify, defend, and save harmless the City of Rochester 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 there from, 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 City of Rochester, its agents, employees or others.

X. Submission Information

- A. Proposals must be received by Angie Gray, Business Office, City of Rochester, 31 Wakefield Street, Rochester, NH 03867 no later than 2:45PM, April 3, 2008.
- B. Questions and requests for clarification must be in writing and received by the Purchasing Department via e-mail at purchasing@rochesternh.net, City of Rochester, 31 Wakefield Street, Rochester, NH 03867, or fax (603-332-8601) by noon Monday March 31, 2008. All requests for clarification and responses will be e-mailed by 6PM, April 1st, 2008 to each Consultant who has obtained a copy of the Bid Contract and has provided an e-mail address.
- C. The Bidder is to clearly mark on the front of the envelope “**Rochester Materials Testing – Year 2008-2010; Sealed Bid, Do Not Open**”.

XI. Instructions To Bidders

A. Preparation of Bid Proposal

- 1. The Bidder shall submit her/his proposal upon the BID forms furnished by the City (attached). The Bidder shall specify the

unit price or lump sum bid, both in words and figures for each pay item listed. All words and figures shall be in ink or typed.

2. If an amount entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In a case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. 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.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the City's response to the question to all prospective bidders.

B. Irregular Proposals - Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than furnished by the Owner, or otherwise specified, or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alter pay items.

C. Interpretations - No oral interpretations will be made to any vendor as to the meaning of the specifications or terms and conditions of this sealed proposal invitation.

D. Delivery of Bid Proposals

1. When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

E. Withdrawal of Bid Proposals

1. A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.
2. No bid may be withdrawn, for a period of (60) sixty days subsequent to the opening of bids, without express written consent of the City of Rochester, NH.

F. Public Opening of Proposals

1. Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

G. Disqualification of Bidders - Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
2. Evidence of collusion among bidders.
3. Failure to supply complete information as requested by bid specifications.

XII. Bid Evaluation

A. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. Bidder's last performance.

5. Sufficiency of bidder's financial resources to fulfill the contract.
6. Bidder's ability to provide future maintenance and/or services.
7. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment).

XIII. Award And Execution Of Contract

A. Consideration of Proposals

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the written in words shall govern. In case of discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

B. Award of Contract

1. If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed in the bid specifications page(s) and bid evaluation section of this document, as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids, without the consent of the city of Rochester. The successful bidder will be notified, at the address listed on the proposal, that the bid has been accepted and contract negotiations shall follow.

C. Cancellation of Award

1. The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

XIV. Extras

- A. Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

XV. Guarantee Of Work

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- B. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

XVI. Default And Termination Of Contract

- A. Cause – Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and vendor.
 - 1. Fails to begin work under Contract within the time specified in the notice to proceed.
 - 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
 - 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable.
 - 4. Discontinues the prosecution of the work.
 - 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
 - 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
 - 7. Makes an assignment for the benefit of creditors.

8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.
 - a. If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.
 - b. All extra costs and charges incurred by the City of Rochester 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 City of Rochester the amount of such excess.

OBTAINING BID RESULTS

Bid results will be posted after 48 hours on the City of Rochester's web site:
www.rochesternh.net or will be available by request via e-mail at the following address:
purchasing@rochesternh.net

BID FORM
Proposed Fee Schedule

Item No.	Brief Description of Item With Unit Bid Price in Words	Estimated Quantity	Amount in Figures
1.	Soils Technician _____ per hour	560	
2.	Project Engineer _____ per hour	40	
3.	Report Preparation _____ per hour	160	
4.	Mileage (note: assumes 150 trips of 50 miles round trip) _____ per mile	7500	
5.	Washed Sieve Analysis _____ per each	40	
6.	Moisture Density Proctor _____ per each	60	
7.	Concrete Cylinders _____ per each	80	

<p>Total Bid : The sum of (in words)</p> <p>_____</p> <p>(in figures) \$ _____.</p>
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(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern)

Please provide company office location from which this project will be serviced

_____.

The Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in bidding if it is deemed by the city to be in its best interest.

The Bidder agrees that this bid shall be good and may not be withdrawn, for a period of 60 calendar days after the scheduled closing time for receiving bids.

The quantities listed in the bid are an estimate based on the level of effort anticipated by the owner to ensure contractor performance. The actual quantities will be based on the determination of the engineer in the field and may be more or less than specified in the bid form.

The owner will be billed on a time and materials basis using the unit prices contained in the awarded bid.

SUBMITTED ON _____, 20__

Name of Contractor _____

Address _____

Telephone No. _____ e-mail address _____

BY: _____
Name Title

Signature