

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for **General Surveying and Wetland Delineation Services**". Bids must be submitted in a sealed envelope plainly marked:

Sealed Bid: "**SEALED BID #09-31
General Surveying and Wetland Delineation Services**"

City of Rochester, New Hampshire
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later than April 23, 2009 at 3:00 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting www.rochesternh.net, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.



City of Rochester, New Hampshire

RFQ No. 09-31

REQUEST FOR PROPOSAL/QUALIFICATIONS FOR GENERAL SURVEYING AND WETLAND DELINEATION SERVICES FOR THE CITY OF ROCHESTER, NH

I. Introduction

The Rochester, New Hampshire Department of Public Works (herein referred to as Rochester DPW) is soliciting Statements of Qualifications and Requests for Proposals for General Surveying Services in support of assisting the City of Rochester meet its capital improvement and asset management goals during the next three years. Work may be needed in the areas of Boundary Research and Determination, Right of Way Location, Topographical Survey, Deed Research, Development, and Recording, and Surveying in Support of The City's Geographical Positioning System and Monumentation Efforts. Additionally, the City uses its survey resources to procure natural resources and wetland delineation services from time-to-time as they are frequently related when engaged in land management and development.

II. Background

The City of Rochester has the need to acquire general surveying, natural resource, and wetland delineation services from time-to-time to aid in developing its capital improvement program and to manage its current real estate assets.

III. Scope Of Services

It is envisioned that the City will engage the services of one surveying firm who has the capability to meet the needs of the city as it relates to the following:

- Boundary Research and Determination – Conduct research of all public land recording agencies (e.g. City of Rochester City Clerk's Office, Strafford County Registry of Deeds, and any other applicable data repository) to precisely determine the boundaries of various parcels of real estate that the City of Rochester may have an interest in using generally accepted surveying practices. Conduct the necessary boundary surveys of any properties of interest in order to determine and/or verify the boundaries of such property. Install generally accepted monuments in order to clearly identify property corners and other monuments that clearly define the limits of any properties of interest.
- Right of Way Location – Research and locate areas of rights-of-way owned and/or maintained by the City of Rochester as directed by an authorized Rochester City Official to precisely locate, as directed, items in the right of way

such as: structures, roadways, signs, underground utility infrastructure, utility poles, etc. Such an effort would typically be an effort to determine whether or not such items are inside or outside the public right of way.

- Topographical Survey – Conduct a general survey of a property of interest at the direction of an authorized city official for the purpose of determining all features of a property including the vertical elevations on the property, including land forms, foundations, surface and/or subsurface structures, and any other element of the property or properties that will aid the city to meet the information needs at the time. Generally, all topographical surveys shall be tied into the city's vertical datum (NAVD29) and referenced to sea level.
- Deed Research, Development, and Recording – Conduct property research from time-to-time. The city may also have the need to have deed descriptions written and recorded at the registry of deeds.
- Surveying in Support of The City's Geographical Positioning System and Monumentation Efforts – Assist, as directed, in the city's efforts to increase or enhance the City's Geographical Information System (GIS) database using Geographical Positioning System technology. This may include the development of digital locational data on various features and/or infrastructure such as utilities. A particular emphasis may be focused on meeting the requirements of the City's stormwater management activities. Services may also include assistance in the City's perambulation of historical city monuments and the setting of additional city monuments.
- Perform wetlands delineations that conform to current NHDES and Army Corps of Engineers protocols and aid city staff where necessary to prepare applications for wetlands permits that will be reviewed by NHDES Wetlands Bureau. The selected firm can either have licensed wetland scientist on staff or can partner with an independent New Hampshire licensed wetlands scientist, who will act as a subcontractor to the selected firm.

IV. Representative Projects

As a tool to aid the City to evaluate the qualifications of surveying firms responding to this request for qualifications, the city desires a proposal and cost estimate on the following survey projects that the City desires to complete during the first half of calendar year 2009. These are representative of the types of survey efforts that the city will need the services of the selected survey firm to perform during the term of the relationship.

V. Experience and References:

- A. The survey consultant shall provide a summary of experience that pertains to the disciplines described in section III. The firm shall provide brief summaries of the location and scope of similar survey efforts performed elsewhere for state, municipal, and/or private clients.

- B. Demonstrate knowledge and familiarity with land issues and data banks in southeastern New Hampshire, particularly in Strafford County. .
- C. Resumes of key persons, who would likely be working with the staff in Rochester, shall be inserted, particularly the designated program/client manager, project managers, and key discipline "experts". Key persons shall have significant experience working in New Hampshire. Resumes should be kept to two pages or less. This should also include resumes of the wetland scientist that would be included
- D. List of at least 4 references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the City can contact them. At least two and preferably most of them should be from New Hampshire.
- E. Task and hourly rates according to the fee schedule in VII. below.

VI. Timeframe:

It is envisioned that the City will have a relationship with the primary selected survey firm for at least three years (calendar years 2009, 2010, 2011) and possibly up to five years to finish out projects that were started during the CY-2011 period.

The City will specify when the work will begin, but once the city has issued an authorization to proceed, time will be of the essence and the consultant will be expected adhere to a mutually agreed upon schedule to complete the scope of the project within the agreed upon schedule. The consultant will be expected "to drive the city" to meet the agreed upon schedule, not the other way around.

The City of Rochester's Public Works Department and Engineering Section are leanly staffed and are expected to accomplish a multitude of tasks. Therefore, once a project is authorized, the consultant is expected to work independently, providing the City with regular progress updates so that critical decisions can be made.

VII. Fee Schedule

Task	Rates		
	CY-2009	CY-2010	CY-2011
Research	Per hour	Per hour	Per hour
Two-person survey crew	Per hour	Per hour	Per hour
Three-person survey crew	Per hour	Per hour	Per hour
Use of GPS equipment and suitable crews	Per hour	Per hour	Per hour
Office Work	Per hour	Per hour	Per hour
Travel Expenses	Per Mile	Per Mile	Per Mile

Wetlands Delineation

Task	CY-2009	CY-2010	CY-2011
Wetland Scientist	Per hour	Per hour	Per hour
Travel Expenses	Per Mile	Per Mile	Per Mile
Office Work	Per hour	Per hour	Per hour

A schedule showing the firm's fees for each employee grade level and job title **shall be also be included** as well as the firm's standard mark-up for overhead and profit projected over the next three calendar years. Standard fees for expenses, travel, equipment usage, administration, and subcontractor mark-up shall also be attached. These billing rates **will be used** for the any subsequent work that is issued during the term of this contract.

VIII. Insurance

The firm shall include evidence of insurance including but not limited to general liability, property and casualty, errors and omissions, and worker's compensation insurance. This evidence shall be shown on a certificate of insurance issued by the firm's insurance carrier(s).

IX. Proposal Evaluation

The basis of the proposal evaluation process will be a combination of experience and cost effectiveness. The evaluation team will evaluate all submittals focusing the following criteria in order of precedence:

- Experience with performing survey work in the Southeastern New Hampshire area in each of the disciplines described in Section III above, with a focus on boundary location and topographical surveying.

- Ability to collect and process data using geographical positioning system equipment techniques and transforming it into a format that can be used in the City's GIS system (.shp files for ESRI ArcInfo).
- Experience performing similar tasks to municipal, state, commercial, residential clients in that order.
- Staff and corporate knowledge and experience with construction management and construction oversight.
- Experience with wetland delineation and permitting (may be a subcontractor)
- Rates and proposed fee schedule.

The City requires that the firm maintain an office within 1.5 hours travel time of the City of Rochester, or be willing to establish one that meets this requirement before June 2009.

X. Submission Information

- A. Proposals must be received by the Business Office City of Rochester, 31 Wakefield Street, Rochester, NH 03867 not later than 3:00 PM, Thursday April 23, 2009.
- B. Questions and requests for clarification must be in writing and received by the Purchasing Agent, City of Rochester, 31 Wakefield Street, Rochester, NH 03867, via e-mail at purchasing@rochesternh.net or (603-332-8601 FAX) by 12 Noon, Friday April 17, 2009. All requests for clarification and responses will be e-mailed or faxed by 5PM, Tuesday April 21, 2009 to each consultant who has obtained a copy of the RFP and has provided a FAX number or e-mail address (preferred).
- C. Submittal Packages should be either GBC bound with spines not to exceed 1/4 inch or stapled with a single staple in the upper left hand corner. Three copies of the Statement of Qualifications shall be submitted by placing them in a suitably sized envelope or shipping box and labeled with the words "**City of Rochester, New Hampshire Survey Services Request for Proposal; RFP. 09-31**".

BID FORM

VENDOR: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE #: _____

FAX # _____

Task	Rates		
	CY-2009	CY-2010	CY-2011
Research	Per hour	Per hour	Per hour
Two-person survey crew	Per hour	Per hour	Per hour
Three-person survey crew	Per hour	Per hour	Per hour
Use of GPS equipment and suitable crews	Per hour	Per hour	Per hour
Office Work	Per hour	Per hour	Per hour
Travel Expenses	Per Mile	Per Mile	Per Mile

Wetlands Delineation

Task	CY-2009	CY-2010	CY-2011
Wetland Scientist	Per hour	Per hour	Per hour
Travel Expenses	Per Mile	Per Mile	Per Mile
Office Work	Per hour	Per hour	Per hour

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: angie.gray@rochesternh.net

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price, both in words and figures if requested, for each pay item for which a quantity is given. All words and figures shall be in ink or typed.
2. If a unit price or lump sum bid already 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.
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, by a partnership the name and post office address of each partnership member 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 addresses of the President, Secretary, and Treasurer.
4. Per section V above, attach a statement of qualifications that includes a summary of experience that pertains to the disciplines described in section III. The firm shall provide summaries of the location and scope of similar recent projects that show experience in any of the tasks. Included resumes of key persons, who would likely be working with the staff in Rochester, particularly the designated program/client manager, project managers, and key discipline "experts" including the wetlands scientist.
5. List of at least 4 references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the City can contact them. At least one reference should be from a key decision maker from a municipality for whom the firm has worked.
6. All questions shall be submitted in writing to the Purchasing Agent. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

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 that furnished by the Owner or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternate 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 alternate pay items.

DELIVERY OF BID PROPOSALS

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.

WITHDRAWAL OF BID PROPOSALS

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.

PUBLIC OPENING OF BID PROPOSALS

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.

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. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

AWARD AND EXECUTION OF CONTRACT

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 a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The city will consider all proposals that provide the best mix of qualifications, experience, and cost effectiveness. The city will not award to the lowest bidder, if it feels that its experience or qualifications are lacking. In the event that there are proposals from several firms that present a good mix of qualifications and cost-effectiveness, the city may short list up to three survey firms and interview key members of each selected survey firm (including the wetlands scientist) for about one hour to further probe its qualifications and experience, only. Any discussion of price will be off limits during this discussion.
3. 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.

AWARD OF CONTRACT

If a contract is to be awarded, the award will be made to the bidder that displays the best mix of qualifications, experience, and cost-effectiveness as it pertains to the type of services in section III above as soon as practical after the interview process. 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, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

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.

BID EVALUATION

In addition to the bid amount and factors described in section XI above, 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 the 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 of appropriate (such as compatibility with existing equipment.)

LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he shall promptly notify the City of Rochester in writing.

PROJECT COMPLETION

See the specified maintenance schedule within the bid documents.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver at the time of execution of a Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
4. 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 Buildings & Grounds, 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:
\$1,500,000.00 per occurrence, \$1,500,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident
5. 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.

ACCIDENT PROTECTIONS

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 to 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.

SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the City'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.

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction, which, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus, which is called for herein, establishes a standard of excellence, which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Public Works has ordered the same, in writing.

GUARANTEE OF WORK

1. 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.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. 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.
4. 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.
5. 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.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or
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; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
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.

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.

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.