

CITY OF ROCHESTER, NH
31 Wakefield St. Rochester, NH 03867
INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-26 On-Call Construction Services & Related Equipment Rentals**

2. **BID Submission Options-Must be Sealed Hardcopy, or Electronically:**
 - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent **31 Wakefield St. Rochester, NH 03867**. Reference **Bid 23-26** on package. In person drop offs are to go to the **Finance Office at City Hall, 31 Wakefield Street, Rochester, NH 03867**

 - b) Submit Electronically via Email: RFP23-26@rochesternhnet.onmicrosoft.com
Include in Email subject line: **Bid 23-26**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.

3. **Bid Receipt Date & Time: No later than **January 11, 2023** at **5:00pm**.**

4. **Bid Opening Date & Time: **January 12, 2023 at 2:30pm**.** Opening will be conducted in person in the Council Chambers, 31 Wakefield Street, Rochester, NH 03867.

5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.gov/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, purchasing@rochesternh.gov, 603-335-7602. Note Q&A updates will end one week prior to bid opening.

6. **Bid Results:** Results can be obtained at <https://rochesternh.gov/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

Introduction

This contract provides the City with a full-service construction and equipment rental resource to be leveraged when infrastructure requirements are beyond the resources of the City.

The intent of this bid is to have a contract to provide specialized on-call construction services that may be either emergency or non-emergency in nature and to avoid the cost associated with contracted engineering services for design, draft bid documents and bid oversight, when construction and environmental Best Management Practices can be implemented at a cost savings to the City of Rochester.

II. Scope of Services

Non-Emergency Work: The contractor shall make available the necessary equipment and labor to execute work on the City's infrastructure as directed and scheduled by The Director of City Services or designee. The Director of City Services may request specific equipment and/or labor to complete a specific task or provide the scope of work to the contractor to complete the task. It is expected that all equipment and labor provided will be furnished on a time (hourly) basis according to the bid schedule provided. It is anticipated that the City will furnish all material to complete a task however materials that are not available to the City in emergency situations may be provided by the contractor at a cost as stipulated Section IV for Materials.

Emergency Work: - If the Director of City Services declares that a maintenance or repair situation is an emergency such that equipment is needed to complete the work immediately, the city requires that the contractor will mobilize and have the appropriate equipment available and onsite within 4 hours of being called.

An example of an emergency would be the development of a sinkhole in a city street or city owned property creating an imminent risk of damage to adjacent privately owned property. Investigation of origin of sinkhole suggests that a broken deep sewer main is carrying soil away from the area creating the sinkhole.

It is intended that the hourly rate paid for labor and equipment would be the same for all scheduled work, however the city will pay a predetermined emergency rate for nonscheduled work as listed in the bid schedule for all emergency work. Additionally, the city may need the contractor to mobilize specialized equipment (not listed in the bid schedule).

Definition of Non-Emergency Work - Non-emergency work is considered the execution of work that the City does not have the resources to complete, which can be executed cost-effectively through this contract. Such work includes: construction and demolition of infrastructure, building demolition, routine or non-routine repair, monitoring, replacement, maintenance or augmentation of City infrastructure to include drinking water, wastewater, stormwater and roadway systems.

An example of such non-emergency work would be the replacement of a section of water or sewer main with street restoration within the repaired section. Such work would normally occur during regular business hours and would be scheduled in advance with the contractor. The City will generally provide

for the delivery of all principal materials. The contractor will provide all labor and equipment to complete the work.

III. Quality of Work

The contractor shall complete the work as directed by the City Engineer and/or the Director of City Services in a workman like manner in accordance with the requirements of the Standard Specifications for Road and Bridge Construction as published by the New Hampshire Department of Transportation, 2016 edition or latest revision. All utility work shall comply with the City of Rochester construction standards for water, sewer, and drainage systems unless modified by the Commissioner or City Engineer.

If work is not completed in a workmanlike manner that is satisfactory to the Commissioner, then the city can terminate the remaining period of the contract without obligation or recourse.

IV. Materials

The City will normally provide or contract for the delivery of all principal materials to be used. An example of materials will be pipe, manholes, hydrants, gravel, etc. If the city is unable to provide an item in such that it causes an undue delay to the job, the contractor shall make every effort to provide the item in an expeditious manner so to keep the job running. At the city's option, the city will replace the provided item in kind as soon as possible or will pay for the item at the contractor's cost plus up to a ten percent mark-up as a convenience fee.

V. Subcontracts

In the event that a subcontractor is necessary, i.e., an environmental scientists, surveyor or other professional is required, the city will pay the contractor cost plus up to a ten percent markup as a convenience fee.

VI Award and Term of the Contract

The award of this contract / bid may be made to one or more contractors and the distribution of projects will be determined by The Director of City Services. This contract will be for approximately two construction season terms commencing the day the bid award and continuing to its expiration on December 31, 2024. In the event that both parties agree, the award may be extended for one additional year.

VII Water and Sewer Licensure

Eligible bidders must have been licensed by the City of Rochester to perform both water and sewer work for at least three of the last five years. The contractor must have performed satisfactorily during the past five years and must not have had any license revocations or warning issued by the City during this period.

VII Posting of Performance Bond

Prior to the beginning of any scheduled, non-emergency work under this contract, the City has the right at its sole option, to require the contractor to post a performance bond in the amount of the estimated cost to complete the job as determined by the Director of City Services and City Engineer. Such a determination will be made not less than 10 calendar days prior to the agreed startup date for the work. The performance bond shall remain in effect for the duration of the work. All but 10 percent of the surety can be eliminated from the job within 30 days substantial completion of the job. The remaining 10 percent can be eliminated 365 days after substantial completion of the job.

VIII. Description of Desired Equipment.

Description of desired equipment and its purposes. This is equipment that either the city does not possess but has a need to use from time to time to ensure that its infrastructure works according to its intended purposes. Occasionally, there are breaks or other maintenance issues. Not all equipment will be required for all jobs. In fact, only a small subset of the desired equipment listed here would be needed for any one project.

1. Large Excavator - Track -
2. Medium Excavator – Track
3. Excavator w/ hoe-ram
4. Excavator - Rubber Tires
5. Large Payloader
6. Medium Payloader
7. Backhoe
8. Tri-axle Dump Truck
9. 10-wheel Dump Truck
10. 6-wheel Dump Truck
11. 1-ton dump body Truck
12. Grader
13. Vibratory Rollers
14. Small Bulldozer
15. Medium Bulldozer
16. Road Reclaimer
17. Trench Box
18. General Labor
19. Utility Pipe Layer
20. Labor Foreman
21. Utility Truck
22. Crew Supervision/Layout
23. Power Broom
24. Water Truck
25. Traffic control and Equipment

It is assumed that the utility truck would carry small-engine equipment commonly used for utility and roadway maintenance work such as plate compactors and pipe saws. Cost of this equipment and similar items should be included in this item.

INSTRUCTION TO BIDDERS

- I. PREPARATION OF BID PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
- VI. PUBLIC OPENING OF BID PROPOSAL**
- VII. DISQUALIFICATION OF BIDDERS**
- VIII. CONSIDERATION OF PROPOSALS**
- IX. AWARD OF CONTRACT**
- X. CANCELLATION OF AWARD**
- XI. BID EVALUTAION**
- XII. LAWS, PERMITS & REGULATIONS**
- XIII. INSURANCE & LEGAL BUSINESS ENTITY**
- XIV. DEFAULT & TERMINATION OF CONTRACT**
- XV. OPENING BID RESULTS**
- XVI. BID FORM**

I. PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All 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. In 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, 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. 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 known prospective bidders.

II. 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 part 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.

III. DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. 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. Emailed or faxed bid proposals are not acceptable.

IV. ELECTRONIC BIDS: City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

V. 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.

VI. 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.

VII. DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

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

VIII. 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 prices written in words shall govern. 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 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.
3. Bid results will be available on the website at www.rochesternh.gov within 48 hours of the bid opening.

IX. AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed 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, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

X. 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 or other claim against the City.

XI. BID EVALUATION

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

XII. 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, she/he shall promptly notify the City of Rochester in writing.

XIII. INSURANCE & LEGAL BUSINESS ENTITY

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

XIV. 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 workers 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 anew 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 the time frames included in specifications; 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 the City's 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.

XV. OBTAINING BID RESULTS

Bid results will be available on the website at www.rochesternh.gov within 48 hours of the bid opening.

BID FORM Bid #23-26

Proposal of

Hereinafter called "**BIDDER**", organized and existing under the laws of the state of

(Insert "a corporation", "a partnership", or "an individual" as applicable)

To the **City of Rochester, New Hampshire**, hereinafter called "**OWNER**"

In compliance with your Advertisement for Bids, **BIDDER** hereby proposes to supply all required **EQUIPMENT AND LABOR** as determined by the Rochester City Engineer or Commissioner of Public Works for the **VARIOUS EMERGENCY AND/OR NON-ROUTINE INFRASTRUCTURE REPAIR OR MAINTENANCE PROJECTS** in strict accordance with the CONTRACT DOCUMENT, within the time set forth therein, and at the prices stated on the following sheets

Bid Submitted by: _____

Company Name: _____

Signature of Authorized Representative: _____

Title: _____

Address: _____

City/Town

State

Zip Code

Phone # _____ Fax# _____ E:mail _____

Price Good Until: _____

Available start date: _____

ON-CALL CONSTRUCTION SERVICES & RELATED EQUIPMENT RENTALS

REGULAR CONTRACT (January 2023-December 2024)

Non-emergency Rates Emergency Rate

Item	Example	Rate/hour	Mobilization Cost	Rate/hour	Emergency Mobilization Rate
Large Excavator – Track	Cat 345 or similar				
Medium Excavator - Track	Cat 320B or similar				
Excavator w/ hoe-ram					
Excavator - Rubber Tires	Cat M318 or similar				
Large Pay loader	Cat 966G or similar				
Medium Pay loader	Cat 938G or similar				
Backhoe	Case 580 or similar				
Tri-axle Dump Truck					
10-wheel Dump Truck					
6-wheel Dump Truck					
1-ton dump body Truck					
Grader					

Item	Example	Rate/hour	Mobilization Cost	Emergency Rate/hour	Emergency Mobilization Rate
Vibratory Soil Compactors	Cat CS-563C or similar 10 ton min.				
Small Bulldozer	Cat D3				
Medium Bulldozer	Cat D5				
Road Reclaimer					

Trench Box	/per day		/per day	
	Rate/hour	Mobilization Cost	Emergency Rate/hour	Emergency Mobilization Rate
General Labor		XXXXXXXXXX		XXXXXXXXXX
Utility Pipe Layer		XXXXXXXXXX		XXXXXXXXXX
Crew Supervision/Layout		XXXXXXXXXX		XXXXXXXXXX
Labor Foreman		XXXXXXXXXX		XXXXXXXXXX
Utility Truck		XXXXXXXXXX		XXXXXXXXXX
Power Broom		XXXXXXXXXX		XXXXXXXXXX
Water Truck		XXXXXXXXXX		XXXXXXXXXX
Traffic Control Signage	/ per day		/per day	
Variable Message Board	/ per day		/per day	
Variable Message Board	/ per week		/ per week	
Materials & Sub Consultant Mark up-not to exceed 10%	XXXXXXXXXX	%		XXXXXXXXXX

NOTE: It is understood that the various unit prices bid will control any contract, which may be awarded arising from this Proposal. Any specialized equipment requested by the city shall be paid at the industry standard rental Blue Book Rate.