

Prepared by:
PUBLIC WORKS DEPARTMENT
210 WEST RIVER ROAD
HOOKSETT, NH 03106
(603) 668-8019

REQUEST FOR PROPOSAL AND CONTRACT

Bid #24-05 Hooksett Drainage Improvement Project - 2024

Acceptance Date: Thursday, May 16, 2024 at 2:00 pm

Sealed bid proposals, plainly marked "**Bid #24-05 Hooksett Drainage Improvement Project - 2024**" on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Administration Department, Town Hall, 35 Main Street, Hooksett, NH 03106, will be accepted until the date and time above when all bids will be publicly opened and read aloud.

Bid packages may be obtained from the town's web site: www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

Introduction

The Town of Hooksett is seeking proposals to install 46' of 18" HDP pipe and one catch basin on Smyth Road, install 52.5' of 12" HDP pipe and one catch basin on Whitehall Terrace, and to install 52.5' of 24" HDP pipe on Garland Drive in Hooksett New Hampshire.

Scope of Work

The Town of Hooksett will be requesting bids for the installation of drainage systems in Hooksett New Hampshire as follows:

Smyth Road:

Runoff flows from a dam on Smyth Road that overtops the roadway and floods downstream properties. This project includes the installation of a catch basin with a type C top in the roadside swale to intercept the flows and piped to an existing catch basin about 50 feet away. The existing catch basin will also be fitted with a type C top. No pavement is expected to be disturbed as part of this work, however, the shoulder and the existing slope must be restored. This portion of the work will require by-pass pumping and support of a utility pole.

Whitehall Terrace:

Runoff overtops the roadway and flows down Terrace Drive. This project includes the installation of a catch basin with a type B grate in the gutter of Whitehall Terrace at Terrace Drive to intercept the flows and piped to an existing catch basin across the street about 32 feet away. Pavement shall be repaired per Hooksett Standard Specifications.

Garlan Drive:

Runoff washed out the driveway at #38 Garlan Drive. There is an existing 24" HDP pipe crossing Garlan Drive to the east of the driveway. This project includes the installation of a second 24" HDP pipe next to the existing pipe. The length of the pipes is about 52'. Pavement shall be repaired per Hooksett Standard Specifications.

The drainage pipe invert elevations and pipe slopes shall match existing conditions which shall be verified by the Contractor prior to the start of construction.

Specifications

Specifications for this project are not meant to be all inclusive. All specs not addressed in the bid must be noted on the vendor's proposal. Construction shall be in accordance with the Town of Hooksett Standard Specifications for Construction and NHDOT Standard Specifications for Roadway and Bridge Construction (current version).

A typical Standard Contract is attached to this RFP. The contractor shall provide a \$5,000 bond for a 30 month period at the time of the contract signing, Performance and Payment Bonds and a certificate of insurance with requirements as specified in this RFP naming the Town as additional insured. The Town will retain 10% of the contract amount until after final contract is completed.

as determined by the Town which is defined as the final trench patch. The project pipe installation and temporary trench patch shall be completed before November 15th, 2024.

The Contractor will be responsible to provide a traffic control plan as approved by the Town and to implement the necessary traffic signs as part of the contract. In addition, the Contractor shall complete a Town Excavation Permit and shall obtain signatures from the Town Police and Fire Departments, Hooksett Sewer Commission and Manchester Water Works prior to the start of construction. The application fee will be waived for the Contractor.

The Town of Hooksett, Community Development Department will oversee the proposals and construction of the project.

Vendor Qualifications

Please list all qualifications and financial stability and any references on similar projects.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh:

1. Vendor's qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

It is expected that a bid award will be made by **May 23, 2024**.

Submission

Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP "**Bid #24-05 Hooksett Drainage Improvement Project - 2024**". Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals may be either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Andre Garron, Town Administrator.

Inquiries

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Andre Garron, Town Administrator, at agarron@hooksett.org or (603) 485-1184.

Competition

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, Andre Garron, at agarron@hooksett.org in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

Reservation of Rights

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear and concise, including such other information as requested or required.

Insurance

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. Insurance Requirements are provided as an attachment.

SUBMISSION REQUIREMENTS:**Items Addressed**

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

- a) Name, address, telephone number, fax number and e-mail address of the company
- b) Three copies of the proposal must be submitted
- c) Name of contact person and telephone number for purposes of following up on proposal.
- d) Narrative including the qualifications of the company and municipal experience.
- e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.
- f) (3) Three copies of the proposal must be submitted.

Submission

The proposal container must be completely and properly identified. The face of the container shall be marked "**Bid #24-05 Hooksett Drainage Improvement Project - 2024**"

Prospective proposers must monitor the Town's website for any addenda.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Andre Garron, Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Andre Garron, Town Administrator

LATE BIDS WILL NOT BE ACCEPTED

TOWN OF HOOKSETT, NEW HAMPSHIRE

Bid #24-05 Hooksett Drainage Improvement Project - 2024

Bid Sheet of Unit Prices – Page 1 of 2

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
304.301	C.Y.	45	Crushed Gravel Dollars and Cents		
403.12	Ton	20	Bituminous 4" thick Trench Repair (2-1/2" Base course and 1-1/2" wearing course including diamond cut) Dollars and Cents		
603.82112	LF	35	12" Plastic Pipe (smooth interior) Dollars and Cents		
603.82118	LF	50	18" Plastic Pipe (smooth interior) Dollars and Cents		
603.82124	LF	52	24" Plastic Pipe (smooth interior) Dollars and Cents		
604.124	EA	1	Catch Basin, Type B, 4' Diameter w/4' Sump Dollars and Cents		
604.134	EA	1	Catch Basin, Type C, 4' Diameter w/4' Sump Dollars and Cents		
604.72	EA	1	C.B. Frame and Grate Type B Dollars and Cents		
604.73	EA	2	C.B. Frame and Grate Type C Dollars and Cents		
618.6	ALL	1.0	Flagger Dollars and Cents	\$12,000	\$12,000

Bid Sheet of Unit Prices – Page 2 of 2

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

619.1	Unit	1.0	Maintenance of Traffic, Including Dust Laying _____ Dollars and Cents	_____	_____
619.2	Unit	1.0	Construction Signs and Warning Devices _____ Dollars and Cents	_____	_____
628.2	L.F.	120	Sawcut bituminous pavement _____ Dollars and Cents	_____	_____
641.0	C.Y.	8	Loam 4" Deep _____ Dollars and Cents	_____	_____
646.4	SY	57	Turf Establishment with Mulch _____ Dollars and Cents	_____	_____
583.1	CY	19	Riprap Class I _____ Dollars and Cents	_____	_____
645.531	LF	30	Silt Fence _____ Dollars and Cents	_____	_____
692	LS	1	Mobilization & Clean Up, Traffic Control Plan, and all other Miscellaneous Items _____ Dollars and Cents	_____	_____
1000	L.S.	1	Utility Pole Support _____ Dollars and Cents	_____	_____
1001	L.S.	1	By-pass Pumping _____ Dollars and Cents	_____	_____

TOTAL BID

AMOUNT: _____
(NUMERALS)

TOTAL BID

AMOUNT: _____
(WRITE OUT IN WORDS)

DATE SUBMITTED: _____

RESPECTIVELY

SUBMITTED: _____
(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Print Representative's Name and Title

Signature

Address / Street-City-Zip Code

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- **All work included in this bid is dependent upon the bid amounts and available funding.**
- **Actual quantities are subject to change and will be based upon actual field measurements taken during construction.**

Prosecution of Work:

All work shall conform to the Town of Hooksett's Standard Specifications and the New Hampshire Department of Transportation's Standard Specifications (Hooksett's specifications shall take precedence).

SUPPLEMENTAL SPECIFICATION

SECTION 1000 – Utility Pole Support

1. Description

This work shall consist of support of the utility pole on Smyth Road during construction.

2. Materials

N/A

4. Construction Methods

The Contractor shall employ methods approved by the applicable utility.

5. Method of Measurement

Utility Pole Support shall be measured by the Lump Sum.

6. Basis of Payment

Utility Pole Support shall be paid for at the Lump Sum bid price.

Pay Items and Units, Section :

1000	Utility Pole Support	LS
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SUPPLEMENTAL SPECIFICATION

SECTION 1001 – By-pass Pumping

7. Description

This work shall consist of support of the By-pass pumping on Smyth Road during construction. This will include pumping as necessary to reduce the level of water in the dam and/or to redirect flows from the dam outfall.

8. Materials

N/A

10. Construction Methods

The Contractor shall employ methods consistent with proper construction and erosion control practices.

11. Method of Measurement

By-pass pumping shall be measured by the Lump Sum.

12. Basis of Payment

By-pass pumping shall be paid for at the Lump Sum bid price.

Pay Items and Units, Section 1001 – By-pass Pumping:

1001	By-pass Pumping	LS
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TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

Project: **Bid #24-05 Hooksett Drainage Improvement Project - 2024**

THIS CONTRACT AGREEMENT is made and entered into at **Hooksett, NH** this ____th day of _____ by and between the Town of Hooksett, NH hereinafter designated TOWN, and _____ herein after designated CONTRACTOR, as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for performance of the following portion of the work described in the Request for proposals titled "**Bid #24-05 Hooksett Drainage Improvement Project – 2021**" between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. **DEBRIS AND CLEAN UP.** CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times, or to accept charges for clean-up by the TOWN and to place all garbage and debris in contractor provided refuse bin or designated area.

4. **SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN's Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. **TAXES, INSURANCE, PERMITS AND LICENSES.** CONTRACTOR shall take out and pay for Workers' Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. **PRICE AND PAYMENT.** TOWN shall pay CONTRACTOR for its performance of this Contract the sum of \$ _____.

Progress payments on this Contract will be made once a month, based upon the Contractor's estimate of the percentage of the Contract performed, less 10% to be

retained until the completion of CONTRACTOR's work and approval thereof by the TOWN. **Completion shall be defined as completion of the permanent trench patch.** Retention's shall be paid to CONTRACTOR within 30 days after CONTRACTOR's work has been completed and approved by the TOWN. No payments other than on or about the 15th of each month unless expressly provided for here.

7. **EXTRA WORK.** No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN. In addition, the CONTRACTOR shall provide a \$5,000.00 Bond as part of the Trench Excavation Permit which shall be effective for a 30 month period.

9. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. **INDEMNITY. To the fullest extent of the law,** CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. **ASSIGNMENT.** CONTRACTOR may not assign this Contract.

12. **SAFETY:** CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof,

safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORS to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and

workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. INSURANCE AND LICENSE INFO:

Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects construction agreements.

The CONTRACTOR shall sign the Contract Insurance Requirements form (See attached) with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor's License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. PAYMENT TERMS: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraph # 14. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

15. WORK TIME FRAMES: Work to be started as soon as possible and completed within a schedule agreed upon between the Contractor and the Town.

15. BOND: The CONTRACTOR shall provide a Performance Bond and a Payment Bond as part of this contract agreement.

16. ATTORNEY FEES: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney's fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: _____

By: _____

Title: _____ Date _____

Address: _____

Telephone: _____ Mobil#: _____

Email: _____

Town of Hooksett, NH, 35 Main Street 03106

By: _____

Andre Garron, Town Administrator

Date: _____

CONTRACT INSURANCE REQUIREMENTS FOR THE TOWN OF HOOKSETT, NH:

1. The Contractor shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
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Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence)	\$ 1,000,000
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Professional Liability:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident (Coverage B – Employer's Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory)	\$500,000

2. Additionally, the Contractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.
3. Certificates of insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The contractor's insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days' notice of such action by mail to the TOWN.
4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

LICENSE OR PERMIT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, of
_____ as principal(s)

And _____ corporation

Authorized to transact surety business in the State of New Hampshire as surety, are held and firmly bound unto the Town of Hooksett, NH Public Works Department, 210 West River Road, Hooksett, NH 03106, as Obligee, in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that Whereas the Principal is desirous of obtaining a license from the Town of Hooksett Department of Public Works to carry on business as _____
_____ for the term commencing on the _____ day of _____,
_____ and ending on the _____ day of _____.

The Principal shall faithfully perform said work in all respects and shall guarantee his work for a period of one year after completion, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Town Administrator or the Town Administrator's designee, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to them.

NOW, THEREFORE, If Principal shall, during the aforesaid term, faithfully observe and honestly comply with such Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue,

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

5. Contractor's general liability insurance policy shall provide that it affords primary insurance and that the insurance company's liability shall not be reduced by the existence of other insurance carried by the Contractor applicable to the loss. Certificates for the contractor's general liability coverage shall be written on an "occurrence" basis.
6. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses, including attorney's fees arising out of or resulting from, in whole or in part, any act or omission of the Contractor, its employees, agents, and subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.
7. INCLUDE ON CERTIFICATE OF INSURANCE UNDER "DESCRIPTION OF OPERATIONS":

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

PROVIDED, HOWEVER, That this bond may be continued from year to year by certificate executed by the security heron:

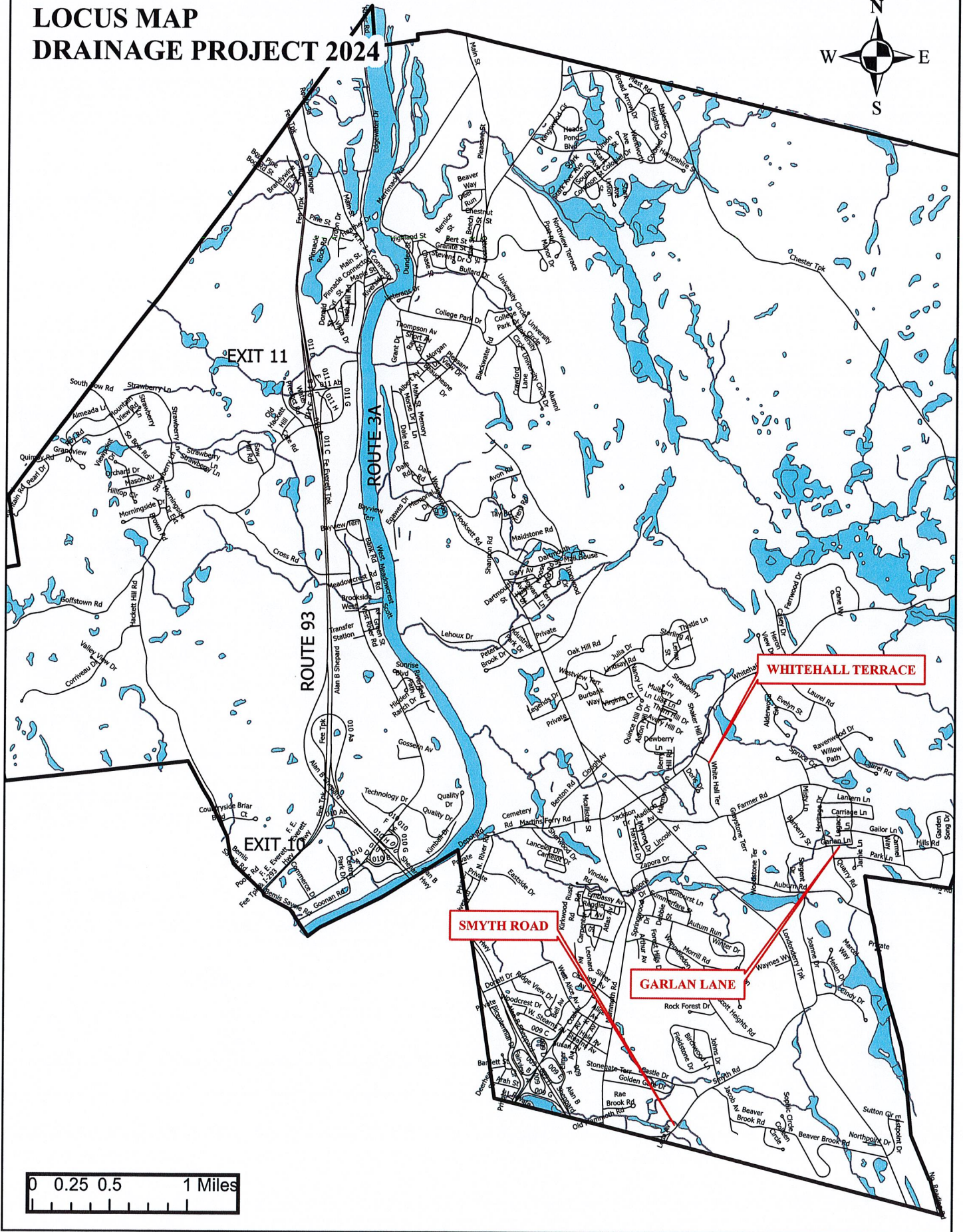
SIGNED , SEALED AND DATED ON THIS _____ day of _____, _____.

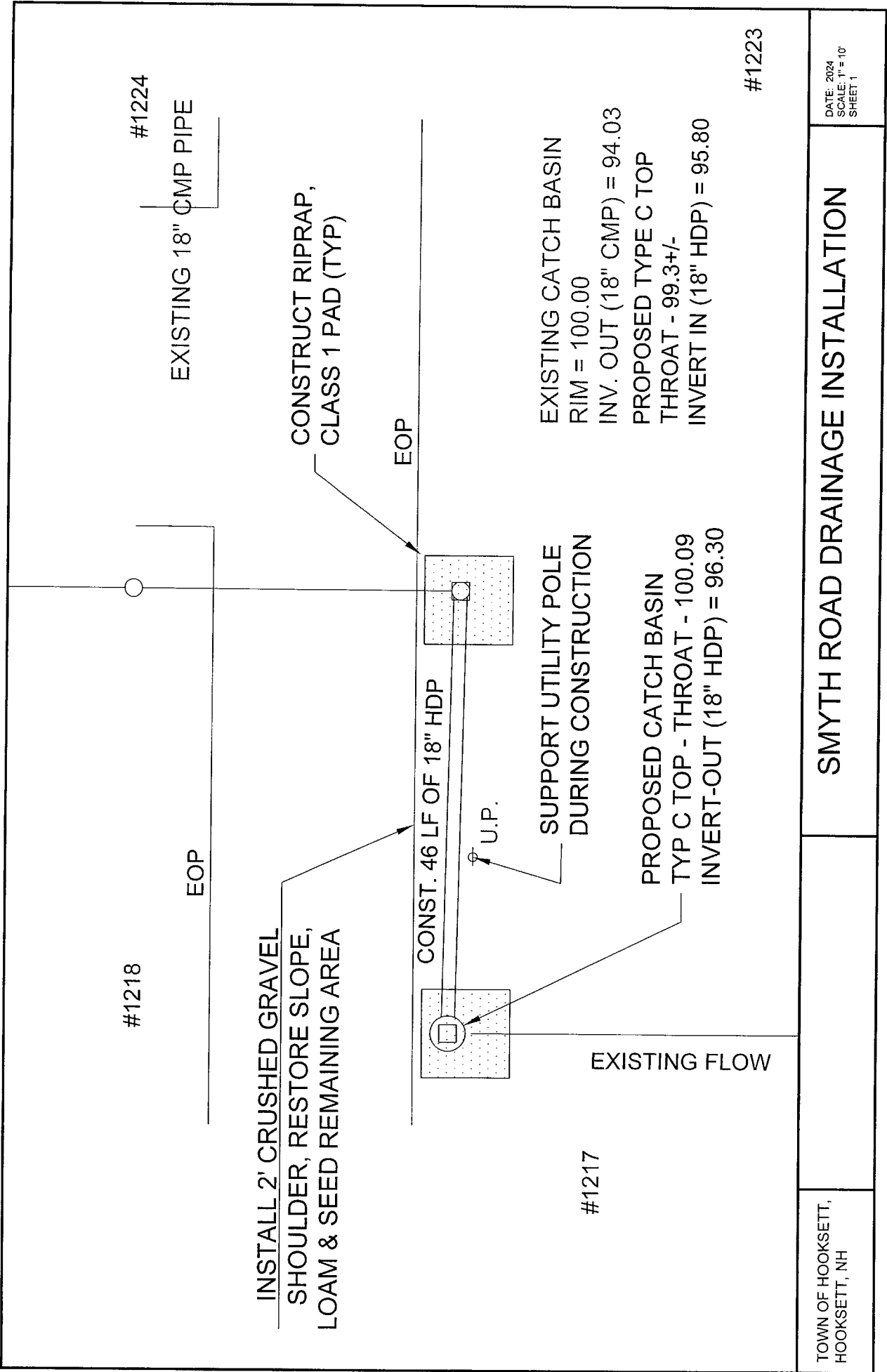
By: _____ Title: _____
Company: _____

By: _____ Title: _____
Surety: _____

End of Request for Proposal

LOCUS MAP DRAINAGE PROJECT 2024





TOWN OF HOOKSETT,
HOOKSETT, NH

SMYTH ROAD DRAINAGE INSTALLATION

DATE: 2024
SCALE: 1" = 10'
SHEET 1

