

## INVITATION TO BID

### 2016-009 Brown Avenue Tide Gate Improvements

#### I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works (DPW), in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton's Purchasing Policy and Purchasing Procedures requests sealed written bids from qualified Contractors to securely reattach the Tide Gate to the existing headwall located to the west of Brown Avenue.

#### II. INSTRUCTIONS

All inquiries regarding the Bid document, Bid procedure, and any technical aspect may be directed to Jennifer Hale, P.E., Deputy Director DPW at (603) 926-3202 weekdays between the hours of 7:00AM and 3:30PM, or by email at [jhale@town.hampton.nh.us](mailto:jhale@town.hampton.nh.us).

All Bids shall be submitted in conformance with this Invitation to Bid and all its sections, and any attachments, and any addenda distributed, all requested information must be supplied. Failure to comply will be reflected in the evaluation of the Bid, and may result in disqualification of the bidder.

#### III. SCOPE OF WORK

The intent of this Bid is for the Town of Hampton to hire a qualified contractor to reattach the Tide Gate to the existing concrete headwall to the west of Brown Avenue without damaging the Tide Gate or causing negative impacts to the waterbody. The Tide Gate serves to limit the flood tide flows during high tide cycles from entering the culvert under Brown Avenue. The fastening method from the original installation were insufficient to properly secure the Tide Gate to the headwall and this Project is intended to correct this. Work shall include:

1. Mobilization
2. All equipment necessary to lift, transport, carry, move, etc and/or to complete the Project
3. All materials necessary to complete the Project
4. All labor necessary to manage and construct the Project.
5. Demobilization

#### IV. SCHEDULE OF WORK

It shall be the obligation of the Contractor to complete all work before September 30, 2016. Following award of contract, the Contractor shall coordinate the scheduling of all work with the DPW Director or his designee. At minimum, DPW will be given two (2) weeks' notice prior to commencement of any work. No work may occur between September 1-5, 2016 or September 9-11, 2016.

#### V. DETAILED SPECIFICATIONS

Detailed plans and specifications are provided on the plan set titled Brown Avenue Tide Gate Improvements dated June 2, 2016 prepared by Tighe & Bond Inc. and are included as part of this Bid as Attachment A.

## VI. METHOD OF MEASUREMENT AND PAYMENT

This Project will be measured and paid on a Lump Sum basis. The Contractor shall be responsible for field-verifying all quantities of materials and supplying the appropriate equipment required to deliver a complete and functional Project.

Payment will be based on the Schedule of Values prepared by the Contractor and approved by the Town prior to Construction Start. It is the intent of this Bid to provide payment upon the completion of the Project.

Payment will be made within 30-days of receipt of the submission of a completed invoice and authorized by the DPW Director or his designee. Payment of the invoice automatically releases any lien that the invoice may have provided against the Town. Payment to Contractor does not constitute acceptance of any portion of the Work, and does not reduce the Contractor's liability to replace unsatisfactory work or material.

## VII. INVOICING INSTRUCTIONS

Invoicing Instructions. All invoices shall include the following information:

1. Company name
2. Date(s) of work performed
3. Contract number

## VIII. WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and competent manner. The Town will make inspections of the work performed under the contract. Any inspections that indicate defects will be the responsibility of the Contractor to correct at no additional cost to the Town. There will be no cost to the Town for any re-works/corrections.

The DPW Director or his designee reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with the contract requirements.

## IX. CORRECTION OF DEFECTIVE WORK

Any deficiencies identified by the DPW Director or his designee during the performance of work as specified in Section III. Scope of Work and Section V. Detail Specifications shall be corrected at the time of notice, and at the expense of the Contractor.

The Town of Hampton shall require correction of defective work. In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the DPW Director or his designee and be given five (5) working days to correct work, and unreasonable delay in the performing of corrections may be grounds for termination of the Contractor. Upon failure of the Contractor to correct work, the Town of Hampton shall withhold any amount necessary for the correction of work from payments due, in order to correct the deficiencies.

## X. CHANGE ORDERS

The Contractor shall not proceed with work and materials that are not included in the Bid proposal and contract agreement requirements without written prior approval of a change order by the DPW Director or his designee.

XI. WARRANTY LAW

All Federal and State Warranty Laws apply to the materials and installation.

XII. TRAFFIC CONTROL

The Contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws during the performance of services.

The Contractor shall only be allowed to block one lane at a time, and shall work with the direction of traffic in that lane.

The Contractor will be held responsible for all damage to the work from pedestrians, animals, or any other cause due to lack of adequate controlling devices.

A police detail will be required and will be paid for by the DPW. It is the responsibility of the Contractor to contact and request a police detail a minimum of 24 hours prior to the day(s) of scheduled work through the DPW Director or his designee. Failure of the Contractor to perform the requested services on a day they arranged for police details without calling the Police Department to cancel shall result in the Police Detail having to be paid by the Contractor.

XIII. CONTRACT AGREEMENT

The Contractor selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document "Bid 2016-009 Brown Avenue Tide Gate Improvements" and any associated documents shall become part of the contract.

Any costs the Contractor incurs in fulfilling the contract is to be included in the Bid price proposed.

The Contractor and/or its employees shall not represent themselves as employees or agents of the Town of Hampton.

XIV. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that there shall be a \$100/day late penalty should the Contractor fail to meet the scheduled completion date of September 30, 2016. Such late penalty shall be deducted from the lump sum payment by way of liquidated damages, time being of the essence.

XV. USE OF SUBCONTRACTORS

The use of subcontractors will not be allowed under this contract.

XVI. LAWS, PERMITS AND LICENSING

It shall be the Contractor's responsibility, and anyone employed by the Contractor to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Contractor's responsibility, and anyone employed by the Contractor to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

**XVII. NON-ASSIGNMENT**

Neither the Contractor nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder, or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

**XVIII. INDEMNIFICATION**

In accepting the awarded contract, the Contractor agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed or the services to be provided.

**XIX. TERMINATION**

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the Contractor for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified contractor for completion of the work.

**XX. SUBMITTAL REQUIREMENTS**

All prospective bidders are expected to carefully examine this Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a Bid proposal. Failure to do so will not relieve the Contractor of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid. The submission of a Bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent.

All costs related to the Bid proposal preparation and/or submission will be borne by the submitting bidder in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc.

Any Bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the Company in a contract agreement.

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All submitted Bid proposals shall be sealed and shall contain one (1) original and two (2) copies of the completed Bid proposal package. This includes this entire document, including the Bid Proposal Form, all attachments, and any addenda distributed.

All bidders are required to provide the following information with their submissions, and in the order that follows:

1. One (1) Original and two (2) copies of the Invitation to Bid with the Bid Proposal Form completed
2. All attachments and any addendums
3. Summary of Qualifications
4. A list of three (3) references for which comparable services have been performed. This list shall include company's name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of the proposal as non-responsive. Preferred references include other local government agencies.

## XXI. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the Contractor against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the work.

The Town of Hampton shall be named as an additional insured on the insurance certificates. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton."

The following shall be considered minimum standards for insurance required to perform the Scope of Work in the Town of Hampton:

### 1. General Coverage

To be eligible to be awarded the contract to perform the work required, the Contractor shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

### 2. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the Contractor must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

### 3. Cancellation of Insurance

The cancellation of any insurance held by the Contractor will automatically cancel the contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

## XXII. RETURN OF SEALED BID PROPOSALS

Sealed Bid proposals will be received until 3:00 PM on Thursday, July 14, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed Bid proposal envelopes must be clearly marked "BID 2016-009 Brown Avenue Tide Gate Improvements".

No faxed or emailed Bid proposal or faxed or emailed withdrawals of the Bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its Bid proposal, upon request to the Town Manager before the time of opening; the Bid proposal will be returned unread. At the Town's discretion, late Bid proposals may be returned to bidder unopened.

### 1. Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous Bid proposals before or after award, or cancellation of awards or contracts based on such Bid proposal mistakes, shall be permitted at the Town Manager's sole discretion. However, no changes in the proposed cost(s) or other provisions of the Bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a Bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No Bid proposal may be withdrawn when the result would be to award the contract to another Bid proposal of the same contractor(s) or of another contractor(s) in which the ownership of the withdrawing contractor(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a Bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

## XXIII. DISQUALIFICATION

A bidder may be disqualified and their Bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of collusion among other bidders. Any Bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in future dealings with the Town.

The lack of experience of prospective bidders may be grounds for their disqualification in the award process.

## XXIV. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code applies to any Bid proposals received hereunder.

## XXV. AWARD

The Town acting through the Town Manager reserves the right to reject any, or all Bid proposals, to waive any informality of the Bid proposals received, to omit any item or items and/or to accept any Bid proposal as he may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

It is the intent of the Town to award the contract to the most qualified Bid proposal that meets all necessary requirements stated in this document and appendices and in accordance with the Town of Hampton's Purchasing Policy and Procedures.

An award will only be made after evaluation of all Bid proposals submitted. The award will be made to the most responsive and responsible Bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton, and the satisfactory negotiation of a final contract.

The lowest cost proposal may not necessarily be selected, as the Town will weigh technical and cost options to reach a final determination.

The award is expected to be made within (15) working days of the Bid opening.

#### XXVI. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a Bid proposal to submit a letter of no response to the Town of Hampton.

#### XXVII. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

All prospective contractor(s) seeking to submit a Bid proposal are requested to inform the Town of Hampton by email at [inquiries@town.hampton.nh.us](mailto:inquiries@town.hampton.nh.us) that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

#### XXVIII. GOVERNING LAW AND VENUE

This Invitation to Bid, the Bid proposal form, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

**BID PROPOSAL FORM**

2016-009 Brown Avenue Tide Gate Improvements

Town Manager  
100 Winnacunnet Road  
Hampton, NH 03842

Please specify here in figures and words **the total cost** of performing the work as specified in Section III Scope of Work and Section V Detailed Specifications Attachment A attached hereto and made a part hereof. In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

<b>Total Lump Sum Cost to complete the Project</b>
Unit Price Figures:
Words:

The undersigned is submitting this Bid Proposal without collusion with any other individual or corporation.

By signing you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the Invitation to Bid and resulting contract.

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_  
Signature of Authorized Person: \_\_\_\_\_  
Date: \_\_\_\_\_

Once submitted, the prices entered on this Bid proposal form shall be held firm and not withdrawn for 90 days from Bid opening.