

INVITATION TO BID
2017-005 Lafayette Road Survey

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 Purchasing Policy and Purchasing Procedures requests sealed written bids from qualified Surveyor for survey services.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Jennifer Hale, Deputy Director at (603) 926-3202 weekdays between the hours of 7:00AM and 3:30PM, or by email at 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. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. 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 to hire a qualified surveyor to perform professional land surveying services along Lafayette Road from High Street to Winnacunnet Road, a portion of High Street from Lafayette Road to the Town's municipal parking lot off of High Street (See Attachment A). The Town is looking for services that include the use of High Definition Laser Scans to accurately document existing conditions.

The qualified surveyor will complete and provide the following information:

1. Research of roadway right of way using deeds, reference plans, and layout records from the Town and NHDOT including field survey to locate observable monuments.
2. Detailed existing conditions roadway survey extending a minimum of 75 feet from the centerline of the roadway using High Definition Laser Scans. Existing conditions survey to include but not be limited to topographic information in one foot contours, finished floor elevations, the location of building corners and utility meter locations, observable utilities (including rims, inverts, size and material), edge of pavement, markings, fences, trees, curbing, walkways, retaining walls, utility poles, location of overhead wires and signs.
3. Review of As-built documentation and available plans and the incorporation of significant data into the Survey Plan.
4. Computation and drafting of the Survey Plan provided to the Town in PDF and AutoCad type format.
5. Fly through videos that portray the existing conditions that can be used for presentation purposes created from the scanned points. Videos should be able to show the existing conditions with and without the overhead utility wires.

IV. SCHEDULE OF WORK

It shall be the obligation of the Surveyor to complete all work before May 27, 2017. Following award of contract, the Professional Surveyor 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.

V. DETAILED SPECIFICATIONS

The surveyor shall complete the proposed work according to the following specifications:

1. Topographic and roadway right of way survey that meets or exceed the State of New Hampshire Land Survey Standards.
2. Horizontal datum to be based on NAD83. Vertical datum to be based on NGVD29.
3. Police details will be required for work within the Town's right of way. The surveyor shall be responsible for coordinating these details. The cost for these details will be paid for by the Department of Public Works.
4. The surveyor shall coordinate with the Department of Public Works to work with utility providers in the area to mark utilities to be incorporated within the Survey Plan.

VI. WARRANTY LAW

All Federal and State Warranty Laws apply to the work performed.

VII. 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 Professional Surveyor 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.

Bidders must satisfy themselves of the accuracy of the total cost on the Bid Proposal Form by examination of the site. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

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 Firm 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.

Sealed Bids shall contain one (1) original and two (2) copies of the Invitation to Bid, the Bid Proposal Form and the requested information below and will be received until 2:00 PM on Tuesday, April 18, 2017 at the Town Manager’s Office, 100 Winnacunnet Road. All Bids shall be clearly marked “BID 2017-005 – Lafayette Road Survey”.

All Firms submitting Bids shall include the following information with their submission, and in the following order:

1. Cover Letter
2. Related projects/areas of expertise/experience including the following:
 - a. Description of other similar projects completed by your firm
 - b. Three (3) references with contact information for similar work.
3. Project Scope and Deliverables
4. Project Exclusions
5. Equipment to be used
6. Proposed Schedule
7. Resumes of key personnel and their proposed role to be assigned to this project.
8. Additionally, you may include a maximum of one page of information not covered above, which you feel may be useful.

VIII. REVISIONS TO BID

If it should become necessary to revise any part of this bid or otherwise provide additional information, an addendum will be issued by the Town and furnished to all firms who have obtained copies of this original bid.

IX. RETURN OF SEALED BID PROPOSALS

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 Manager'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 only 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 from the same Professional Surveyor(s) or of another Professional Surveyor(s) in which the ownership of the withdrawing Professional Surveyor(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.

X. AWARD

The award will only be made after evaluation of all bid's submitted. The award is expected to be made within (15) fifteen working days of the opening. The award shall in no way guarantee any amount of work to the successful firm.

The award will be made to the most responsive and responsible bid that meets the specifications contained herein, with terms viewed as most favorable to the Town, and the satisfactory negotiation of a final contract. The Town Manger will also weigh the factors set forth in Section 718-4 of the Purchasing Policy to reach a final determination.

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

XI. 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 disqualification in the award process.

XII. CONTRACT AGREEMENT

The Professional Surveyor selected through the award process will be required to enter into a contract agreement with the Town 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 2017-005 Lafayette Road Survey" and any associated documents shall become part of the contract.

Any costs the Professional Surveyor incurs in fulfilling the contract is to be included in the bid price proposed.

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

XIII. RESERVATION OF RIGHTS

This bid does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services and supplies. Costs incurred for the preparation of the bid in response to this request shall be the sole responsibility of the firm submitting. The Town reserves the right to reject any or all submittals, to waive technical or legal deficiencies, to cancel in part or in its entirety this request, and to accept any bid that it may deem to be in the best interest of the Town.

The Town of Hampton is an equal opportunity employer. All qualified firms will receive consideration without regard to race, color, religion, creed, age, gender, or national origin.

XIV. NON-ASSIGNMENT

Neither the Professional Surveyor 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.

XV. INDEMNIFICATION

In accepting the awarded contract, the Professional Surveyor and any subcontractor employed by the Professional Surveyor shall agree 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.

XVI. USE OF SUBCONTRACTORS

The use of subcontractors will be allowed under the contract with the approval of the DPW Director or his designee.

XVII. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the Professional Surveyor 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 surveyor for completion of the work.

XVIII. LAWS, PERMITS AND LICENSING

It shall be the Professional Surveyor's responsibility, and anyone employed by the Professional Surveyor 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 Professional Surveyor's responsibility, and anyone employed by the Professional Surveyor 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.

XIX. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the Professional Surveyor and any subcontractor employed by the Professional Surveyor 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 or services provided:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the Professional Surveyor and any subcontractor employed by the Professional Surveyor 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 Professional Surveyor and any subcontractor employed by the Professional Surveyor 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 Professional Surveyor and any subcontractor employed by the Professional Surveyor will automatically cancel the contract.

XX. NO RESPONSE REQUEST

It is requested of all prospective firms that if they will not be submitting a bid response to submit a letter of no response to the Town.

XXI. 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 Professional Surveyors seeking to submit a bid proposal are requested to inform the Town by email at 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 to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

XXII. 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.

XXIII. 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

2017-005 Lafayette Road Survey

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

Once submitted, all bid proposal prices shall be held firm and not withdrawn for 90-days from bid opening.

Please specify here in figures and words **the total cost (Lump Sum)** of performing the work as specified in Section III Scope of Work and Section V Detailed Specifications 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. Reimbursable expenses shall be included in the Lump Sum Cost.

All costs shall include all equipment, materials, labor, labor cost, machinery, typical reimbursable costs (such as travel, mileage, copies, correspondence, etc.) and tools incidental to the performance of the work.

Lafayette Road Survey
Lump Sum Cost Figures:
Lump Sum Cost Words:

BID PROPOSAL FORM CONTINUED

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.



Attachment A - Survey Area

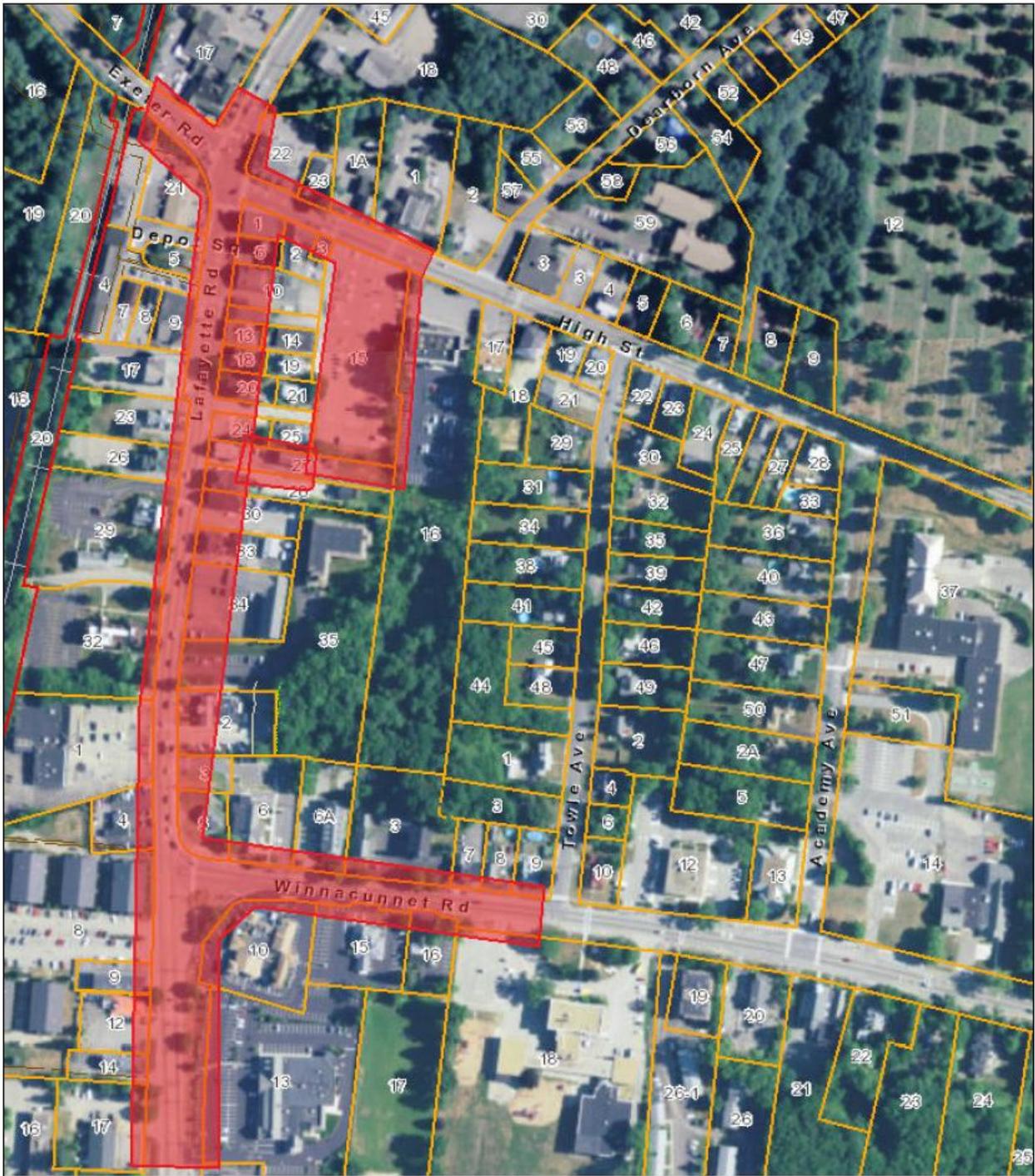
Hampton, NH

1 inch = 268 Feet



March 27, 2017

www.cai-tech.com



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