



TOWN OF ALLENSTOWN
REQUEST FOR PROPOSALS FOR
RIVER ROAD PAVING PROJECT 2014

Issued: May 1, 2014
Road Agent
Town of Allenstown
16 School Street
Allenstown, NH 03275

LEGAL NOTICE
Town of Allenstown, New Hampshire
Request for Proposals
RIVER ROAD PAVING PROJECT 2014

The Town of Allenstown, New Hampshire is accepting proposals for the reconstruction and paving of portions of River Rd..

The complete Request for Proposals and Proposal submission instructions are available on the Town's website: www.allenstownnh.gov in "Bid Opportunitie" or upon request from the Town Administrator, 16 School Street, Allenstown, NH 03275, Tel: 603-485-4276 x 112 or E-mail: smulholland@allenstownnh.gov .

Proposals must be sealed and marked "River Rd. Paving Project 2014" and must be received in the Town of Allenstown Selectmen's Office by 5:00 p.m., Thursday, June 12, 2014. The Town of Allenstown reserves the right to reject any and/or all proposals for whatever reason the Board of Selectmen determines is in the best interest of the Town.

ALLENSTOWN BOARD OF SELECTMEN

Posted Tuesday, June 2nd , 2014: Town Hall, Town Website www.allenstownnh.gov

**TOWN OF ALLENSTOWN, NH
REQUEST FOR PROPOSALS FOR
RECONSTRUCTION AND PAVING OF A SECTION OF RIVER RD.**

I. REQUEST FOR PROPOSALS

The Town of Allenstown, NH is soliciting proposals for the reconstruction and paving of a section of River Rd.. Proposals shall be based on a lump sum basis. The Town will enter into a contract with the successful bidder after approval by the Board of Selectmen.

II. BACKGROUND

The Town plans to reconstruct River Rd. in several phases or a period of several years.

III. TERMINATION/RESIGNATION

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving thirty (30) days written notice to the other party, prior to the effective date of separation.

The Town of Allenstown may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Town. If the contract is terminated by the Town, as provided herein, the Contractor will be paid an amount, which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the municipality shall not preclude the Town or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Town or Contractor may possess in the event of the Contractor's failure to perform.

The Town of Allenstown may void all contracts(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Town of Allenstown is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Town shall have no obligation of prior notice, and may immediately terminate all contracts.

IV. TRANSFER, ASSIGNMENT, SUB-LETTING

The Contractor will not assign any part of this agreement without express written permission by the Town of Allenstown.

V. PERFORMANCE REQUIREMENTS

The contractor will perform all tasks in a manner that meets the expectations of the Town. All work must be in compliance with all Federal, State and Local laws, ordinances, rules and regulations. The work performed must comply with NH DOT construction standards.

VI. SCOPE OF SERVICES

- 1). Reconstruction and paving of a portion of River Rd. as marked on the diagram provided and as marked on the roadway. The work shall consist of two areas (1&2). Area 1 22' wide X 230' long of roadway construction of River Rd. starting near 213 River Rd. and continuing 230' north. Area 2 22' wide X 120' long starting at 264 River Rd. continuing south 120'.
- 2). The work shall consist of reclaiming of the existing paving. Fine grading and compacting of the road bed.
- 3). Paving shall consist of a 2 inch binder and a 1 inch finish coat of pavement. This includes 2 driveway aprons in Area 2.
- 4). Contractor is responsible for dust control.
- 5). The Town will provide the following contributions to the project that the contractor will not be responsible for;
 - a. Traffic control in the form of flaggers or police officers and traffic signs and control devices.
 - b. Sweeping of debris from paved portions of roadway.
 - c. Clean up and loam of lawn areas.
 - d. Gravel backfill around the edges of pavement.
 - e. The Town will provide and deliver any needed gravel for the project.
 - f. The Town will be responsible for contacting Dig Safe to locate underground utilities prior to the commencement of work.
 - g. The Town will be responsible for timely notification to local residents and businesses when temporary interruption of their access or services is necessary.
- 6). All work must be completed no later than November 15th, 2014.
- 7). Work may be conducted on the site from 7 AM to 5:30 PM Monday through Friday.
- 8). Contractor is responsible for developing/providing a Stormwater Pollution and Prevention Plan and implementation, erosion and sediment control practices are properly utilized.
- 9). The Contractor shall provide necessary access for all emergency vehicles through the work area and to the abutting properties.
- 10). The Contractor will be responsible for the repair or replacement, at no additional cost, of any damage to utility structures caused by construction operations.

VII. ADDITIONAL REQUIREMENTS

- 1). The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to this project.
- 2). If the contractor finds it necessary to employ sub contractors, they shall be approved by the Town. All sub contractors shall be competent to perform the work they are called upon to do and certified where applicable.
- 3). The Contractor shall not compensate, in any way, a town officer, employee, or any member of the family of such officer or employee in the performance of any work under this contract.

VIII. INSURANCE SPECIFICATIONS

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within 15 days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

- 1). Worker's Compensation – Statutory requirements and benefits if utilizing any additional employees.
- 2). Commercial General Liability - \$1,000,000,000 combined single limit. The Town of Allenstown is to be named as an additional insured with respect to the services being procured. This coverage is to include Independent Contractor's Liability, Personal Injury Liability, Blanket Contractual Insurance, Broad Form Property Damage, and Premises, Operations and Completed Operations.
- 3). Automobile Liability - \$1,000,000. A copy of the insurance certificate shall be forwarded to the Town of Allenstown before starting any work.

IX. EVALUATION OF PROPOSALS

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the town's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information or references, demonstrating how they have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the Town of Allenstown and how responsive they will be in terms of cost efficiency to the Town of Allenstown.

X. PROPOSAL DEADLINE

Proposals are due by 5:00 p.m., Thursday, May 1st, in the Allenstown Town Hall, 16 School Street, Allenstown NH 03275. Proposals received after the deadline will be rejected.

XI. SELECTION PROCESS

The town may engage in individual discussions with bidders deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required service. These bidders may be requested to make an oral presentation to explain their proposal and answer questions.

XII. PROPOSAL REQUIREMENTS

The Town of Allenstown reserves the right to reject all proposals and to make a selection in the best interests of the Town.

To be deemed qualified, the Proposer(s) must demonstrate the requisite experience, skills, and resources necessary to successfully perform services requested in the Request for Proposals. All questions about this Request for Proposals should be submitted to:

Ronnie Pelissier, Road Agent
Allenstown Highway Department
161 Granite Street, Allenstown, NH 03275
Tel: (603) 485-4276 ext. 151
rpelissier@allenstownnh.gov

Proposal Preparation: In order to facilitate evaluation of the proposals, the proposer is instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as invalid proposals. Additional detailed information may be annexed to the proposal.

Format of Proposal: Proposers are instructed to be concise and proposals should include, in order, the following:

1. Letter of Transmittal;
2. Executive Summary to include understanding of the project and scope of work;
3. Brief organization profile, including background and experience of the contractor;
4. Previous project summaries, including reference contact information for a minimum of three (3) projects, which are similar in scope to the project described herein that demonstrate pertinent corporate and key personnel experience; listing of the pertinent projects may be included (the Town reserves the right to contact any references provided by the proposer or otherwise obtained);
5. Approach to work – a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services and availability to the Town as needed;
6. Proposed schedule to meet the needs outlined in the RFP;
7. Billing rate for services outlined and estimate of annual cost to municipality given the scope of work described in the RFP.

Bids must be in a sealed envelope clearly marked: **“RIVER ROAD RECONSTRUCTION PROJECT PHASE I”**.

Signature/Certification: An official authorized to bind the offer shall sign the proposal and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address, telephone number and email address of the individual(s) with authority to contractually bind the company and who may be contacted during the period of proposal evaluation for clarifying submitted information.

Proposal Withdrawal: the determination of whether a proposal may be withdrawn is solely at the discretion of the Town of Allenstown. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five (5) days of the date of the opening and proposer establishes that the proposal contains a material mistake and the mistake occurred despite the exercise of reasonable care.

XIII. WARRANTIES

Contractor agrees to warranty the work performed that it will be conducted in conformance with generally accepted workmen like fashion consistent with industry standards. Contractors agrees to warranty the work performed for a period of one year beyond the completion of work by the contractor. Contractor agrees to make repairs to any defective work at no cost to the Town.