Town of Hooksett

June 5, 2020

REQUEST FOR PROPOSALS
RFP 20-08 - LAMBERT PARK PAVILLION – 2020

Acceptance Date: 3:00 pm Thursday, July 16, 2020

Sealed proposals, plainly marked, "RFP 20-08 - LAMBERT PARK PAVILLION – 2020" on the outside of the mailing envelope as well as the sealed envelope, addressed to Nicholas Germain, Project Coordinator, Administration Department, Town Hall, 35 Main Street, Hooksett, New Hampshire, 03106, will be accepted until Thursday, July 16, 2020 @ 3:00 pm.

The Town of Hooksett Community Development Department is seeking services for the construction of a pavilion at Lambert’s Park in Hooksett, New Hampshire. The intent of this project is to replace the existing 12’x12’ pavilion at Lambert Park with a new ADA compliant pavilion. Dimensions of the proposed pavilion will be approximately 24’ by 52’, but may change depending on the final choice of pavilion.

Proposal packages will be available online at the Hooksett Town website (www.hooksett.org) or at the Hooksett Community Development Department, 35 Main Street Hooksett, NH 03106. Contact Bruce Thomas, P.E. Town Engineer at (603) 419-4003, or bthomas@hooksett.org with any questions or comments. It is recommended that Contractors who are interested in this project inform Mr. Thomas to ensure that they will be included in the project mailing list and periodically check the Town website for addenda.

The 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.

Consideration will be given to responses to this Notice without regard to race, color, creed, religion, ancestry, national origin, age, sex, marital status or disability or other handicap.
COMPETITION

It is the Community Development Department’s (herein called “Department”) intent that this RFP shall permit competition. It shall be the respondent’s responsibility to advise the Town Engineer, Bruce A. Thomas, P.E. at bthomas@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 notifications must be received not later than ten (10) days prior to the proposal acceptance date.

IMPLEMENTATION

The Hooksett Community Development Department’s staff will review proposals of each firm. Shortlisted firms will be requested to submit technical proposals and interview for the project. The Department reserves the right to reject any and all submittals if it is in its best interest.

SCOPE OF SERVICES:

The Town of Hooksett Community Development Department is seeking services for the construction of a pavilion at Lambert’s Park in Hooksett, New Hampshire. The intent of this project is to replace the existing 12’x12’ pavilion at Lambert Park with a new ADA compliant pavilion.

Dismantling and disposal of the existing pavilion and footings is included in the project.

Dimensions of the proposed pavilion will be approximately 1,500 square feet. Actual size will depend on the final choice of pavilion.

The Contractor shall provide detailed plans, quotes and other information pertinent to the project.

The project will include a footing design stamped by a licensed professional Engineer.

The pavilion shall have either a concrete pad or an asphalt pavement pad. A price shall be provided for each.

The pavilion shall be provided with electrical power outlets at each corner of the structure.

Included in the project is the cost to install conduit and provide the electrical work to connect the pavilion to an existing utility pole on Merrimack Street including all labor, materials, equipment and fees associated with the work. The approximate location of the pole is shown on the attached aerial photo.

The project will include installation of the footings.
The proposed pavilion shall be compliant with American Disabilities Act (ADA) of 1990.

Other:

- Steel roof.
- Steel fascia.
- Steel posts and beams (powder coated).
- Snow load minimum of 70 lbs.
- Wind load minimum of 120 mph, Class C.
- Roof pitch minimum 4:12 acceptable, but 6:12 desirable.
- Bird prevention system provided.

Separate prices shall be provided for a reinforced concrete pad and an asphalt pavement pad as described below:

The reinforced concrete pad shall be constructed over a bed of 6” of compacted crushed gravel (NHDOT 304.3). The concrete shall be 6” of reinforced concrete in accordance with NHDOT Sidewalk Specification 608.26. Concrete pad shall extend one foot beyond the structure on all sides. The pad will also include a six foot walkway to the parking lot.

The asphalt pavement pad shall be constructed over 6” of compacted crushed gravel (NHDOT 304.3). The asphalt pavement shall be installed in two layers. The first layer shall be 2 inches of ¾” binder, the second 1 inch of 3/8” wearing course in accordance with NHDOT 403.12. The pad will also include a six foot walkway to the parking lot.

All delivery, installation, assembly and other costs required to complete the project in its entirety including the pad (either concrete or bituminous concrete) shall be included in the bid prices.

All work completed for this project must meet all Federal, State and Town requirements.

Bid shall be awarded based on Base Bid amount and either the concrete pad or the bituminous concrete pad based on available funding.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh the cost of the project and the following:

1. Please provide your qualifications and experience.
2. Please describe the equipment available for the work.

3. Pricing.

4. Ability to deliver the contract on time and within the budget.

5. References.
   a) 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.

6. References. List names and complete addresses of three references who can attest to the character, integrity, reputation, judgment, experience, and efficiency of the applicant. At least one reference shall be a supplier or subcontractor of asphalt pavement or granite curbing.

   a) Name ____________________________
      Address ____________________________
      Phone# ____________________________

   b) Name ____________________________
      Address ____________________________
      Phone# ____________________________

   c) Name ____________________________
      Address ____________________________
      Phone# ____________________________
**TOWN OF HOOKSETT, NEW HAMPSHIRE**
**RFP 20-08 - LAMBERT PARK PAVILLION – 2020**

**BASE BID**

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<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>1</td>
<td>Lambert Park Pavilion (includes materials and installation)</td>
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**ADDITIVE ALTERNATE – CONCRETE SLAB**

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<th>ITEM</th>
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<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
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<tr>
<td>608.26</td>
<td>LS</td>
<td>1</td>
<td>Reinforced Concrete Slabs 6” Thick – Note: square footage depends on pavilion size. Price includes 6” crushed gravel.</td>
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**ADDITIVE ALTERNATE – BITUMINOUS CONCRETE SLAB**

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<tr>
<td>403.12</td>
<td>LS</td>
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<td>Bituminous Concrete Slab – Note: square footage depends on pavilion size. Price includes 6” crushed gravel.</td>
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<td>Dollars and _____ Cents</td>
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PROPOSAL FORM

BASE BID AMOUNT: $___________

CONCRETE PAD AMOUNT: $___________

BASE BID & CONCRETE PAD AMOUNT: $___________

BASE BID AMOUNT: $___________

BITUMINOUS CONCRETE PAD AMOUNT: $___________

BASE BID & BITUMINOUS CONCRETE PAD AMOUNT: $___________

Bid shall be awarded based on Base Bid amount and either the concrete pad or the bituminous concrete pad based on available funding.

DATE SUBMITTED: ________________________________

SUBMITTED BY: ________________________________

(PLEASE PRINT BIDDER / CONTRACTOR’S NAME)

__________________________________________
Print Representative’s Name and Title Signature

Company

__________________________________________
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
SUBMISSION REQUIREMENTS:

Five (5) copies of the “Proposal” may be either mailed to Andre Garron, Town Administrator, 35 Main Street, Hooksett, NH 03106 or hand delivered to the Hooksett Municipal Center, 35 Main Street, Hooksett, NH, Attention: Andre Garron, Town Administrator, no later than 3:00 p.m. on July 16, 2020. Hand deliverers must call ahead to arrange for pick-up at the main entrance. LATE PROPOSALS WILL NOT BE ACCEPTED.

Any questions concerning this “Request for Proposals” should be made to Mr. Bruce A. Thomas, P.E., Town Engineer at (603) 419-4003 or bthomas@hooksett.org.

CONDITIONS OF PROPOSAL:

A. Insurance and Indemnification Requirements

The successful contractor shall agree to indemnify and hold harmless the Town from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its’ error or omission, negligence or fault. Prior to the Town’s entering into a contract, the successful contractor shall produce evidence satisfactory to the Town of adequate professional liability insurance coverage in this regard, naming the Town as additional insured while contractor is performing duties under contract with the Town. Contractor shall provide evidence of Worker’s Compensation insurance in the amounts required by NH Law.

The successful contractor shall agree to indemnify and hold harmless the Town from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its error or omission, negligence or fault. Prior to the Town’s entering into a contract, the successful contractor shall produce evidence satisfactory to the Town of adequate liability insurance coverage in this regard, naming the Town as additional insured while contractor is performing duties under contract with the Town. Contractor shall provide evidence of Workers Compensation insurance in the amounts required by New Hampshire Law. Note: See complete outline of indemnification and insurance requirements, included with this Request for Proposals as “ATTACHMENT A”.

B. No Conflict

The Contractor, in submitting a proposal shall agree and so state in its proposal that no person acting for or employed by the Town, has a direct or indirect financial
interest in the proposal or in any portion of the profits which may be derived therefrom.

C. Legal Structure and Authority

Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Contractor to a contract.

D. Compliance with Law

1. The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.

2. Each proposal shall include a statement indicating that the Contractor has read and understood all conditions as outlined in the RFP.

E. Proposal Held Open

1. No Contractor shall be permitted to withdraw its proposal for a period of sixty (60) days after the time and date of the submission of the proposal as set forth in this document. All proposals shall remain valid and binding for that period of time.

2. The Contractor whose proposal is selected for recommendation shall not withdraw its proposal for an additional thirty (30) days after notice of selection or recommendation. The selected Contractor shall execute a contract for services within ten (10) days of being requested to do so.

F. Town Reservation of Rights

1. The Town reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the Town at its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the Town to do so.

2. Negotiation if undertaken by the Town, is intended to result in a contract which is deemed by the Town, in its sole discretion, to be in the Town's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.
3. The Town reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including, but not limited to, terms and conditions required by funding sources; and additional work which may be identified subsequent to the starting date of the contract.

4. The Town reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.

5. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all inclusive. The Town will not honor requests for payment of so-called reimbursable expenses.

WORK AUTHORIZATION:

The Contractor will be authorized to do work by being given a “Notice to Proceed” by the Department which will include an approved schedule of work, fees and completion dates. Work shall commence within seven (7) calendar days of receipt of the “Notice to Proceed” and shall proceed continuously to completion. No work beyond the initial contract scope of work shall begin without the expressed written approval of the Town.

TERMINATION:

The Town reserves the right to terminate the contract upon ten (10) days written notice should the contractor fail substantially to perform in accordance with the Agreement. In addition, the Town reserves the right to terminate the contract at any time or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to fault other than the Contractor’s, the Contractor shall be paid his compensation for services performed to termination date.
ATTACHMENT A

INDEMNIFICATION AND INSURANCE REQUIREMENTS

CONSULTANT INDEMNIFICATION 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. The Town reserves the right to require different insurance or limit in its sole discretion, as projects and services may present different risks.

Umbrella Insurance Coverage
Per Occurrence $1,000,000

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

Workers Compensation/Employers Liability Insurance
(Coverage A – Workers Compensation) Statutory
(Coverage B – Employer’s Liability) $500,000
Bodily Injury by Accident $500,000
Bodily Injury by Disease- Each Employee $500,000

2. Certificates of insurance shall be filed with the TOWN prior to the commencement of any work at the project location. The CONTRACTOR’S insurance policies must include and 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.
3. 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.

4. The CONTRACTOR’S 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 applicable to the loss. The CONTRACTOR’S professional liability coverage shall be written on an “occurrence” basis.

5. To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the [Member], including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

6. In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’s officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

7. The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the [Member], including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors,
and even if caused in part by any negligent act or omission of Indemnified Parties.

8. In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’s officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

9. The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

10. 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 on a primary and noncontributory basis.

11. CONTRACTOR must provide proof of the Town’s actual additional insured status by providing a policy endorsement (not just a certificate of insurance) or language from the underlying policy that automatically creates additional insured status when required by written contract.
ATTACHMENTS

1. Locus Map
2. Pavilion Location Plan
END OF REQUEST FOR PROPOSAL