



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Winnepesaukee River Basin Program
Wastewater Treatment Plant
P.O. Box 68 Franklin, NH 03235
603-934-4032
FAX 603-934-4831



April 9, 2015

TO: PROSPECTIVE CONTRACTORS FOR AS-NEEDED OR EMERGENCY EARTHWORK REPAIR SERVICES

The New Hampshire Department of Environmental Services –Winnepesaukee River Basin Program is soliciting proposals for As-Needed or Emergency Earthwork Repair Services. Attached is a copy of the Request for Proposal (RFP) which includes a list of contractors that have been selected to receive this RFP. This RFP is also being advertised on the State's purchasing website and locally in the newspaper. Please note the **deadline for submittal of proposals is 1:00 PM on May 4, 2015. All proposals must be clearly marked "PROPOSAL FOR AS-NEEDED OR EMERGENCY EARTHWORK REPAIR SERVICES"**.

We look forward to your proposal. If you have any questions, please contact me at 934-4032 or sharon.mcmillin@des.nh.gov.

Sincerely,

Sharon A. McMillin, PhD
Administrator, WRBP

Enclosure

cc: Steve Dolloff, Superintendent, WRBP-Franklin
Craig Shippee, Maintenance Supervisor, WRBP-Laonia

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
603-271-3504
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REQUEST FOR PROPOSAL FOR AS-NEEDED OR EMERGENCY EARTHWORK REPAIR SERVICES

INTRODUCTION

The New Hampshire Department of Environmental Services, Winnepesaukee River Basin Program (WRBP) is soliciting proposals for a multi-year contract for as-needed or emergency earthwork repair services, as described herein. Should you wish to submit a proposal you should do so **before 1:00 P.M. on May 4, 2015.**

SERVICES REQUESTED (SCOPE OF WORK)

The WRBP requests proposals from qualified firms to enter into a contract with the Department to provide earthwork repair services on an as-needed or emergency basis. The WRBP owns and operates wastewater collection and treatment services for 10 Lakes Region communities. The proposed work may involve repairs to roadways, culverts, swales, force mains, gravity interceptor sewers which range in size from 8-60 inches, etc. There may also be projects for which services may be required relating to other existing buildings and structures within the WRBP system. Below is a listing of typical assignments that may be performed under the contract.

- Repair or replacement of a failed culvert crossing in WRBP owned or maintained road or right-of-way.
- Inspection and repair of a blocked or failed section of sewer line or force main under the control of the WRBP program.
- Repair to a section of interceptor or associated appurtenances that is threatened with failure due to erosion of a slope or filled area in a WRBP right of way.

It is envisioned that each work project to be performed under this contract will involve an effort of less than 40 hours.

FULFILLMENT OF CONTRACT SERVICES

Prior to beginning work on any project under this proposed contract, the project's scope will be discussed with the contractor, and the contractor will provide a written estimate of the amount of effort (hours, materials, and cost) that will be required for its completion. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project. In the event of an emergency, the WRBP may waive the requirement for a written estimate and may authorize work to proceed based upon a verbal estimate from the contractor. The work will commence on a mutually agreed date, and the Contractor shall work according to the agreed schedule and scope until the work is completed.

The WRBP will provide the contractor with record drawings (for existing structures) or other available information as may be needed and is available. If requested by the contractor, WRBP staff will escort the contractor to the site of the repair/replacement work.

If the design or specifications of needed repairs or modifications are beyond the scope of the contractor's capabilities, the contractor shall not subcontract such work without the explicit approval of the WRBP. WRBP reserves the right to enter into a design/build agreement with the contractor or another firm, as necessary.

The WRBP will be billed for these services on a time and expense basis using the hourly billing rates for the staff and equipment costs such as "backhoe/operator", "laborer", etc. that are stipulated in the contract, plus travel, materials, and other billable expenses. The contractor shall keep the WRBP informed of progress, including whether the cost estimate is likely to be exceeded. The contractor shall not exceed the estimated cost without authorization from the WRBP. The contractor shall not exceed the contract price limitation for each year.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide 24/7 emergency service within 8 hours of being notified of a problem. The Contractor shall provide non-emergency services within the response time presented in Exhibit B, unless a different time schedule is authorized by the WRBP. If the Contractor does not or cannot respond within the required timeframes, the State may choose to contact an alternate provider to complete the necessary work.

The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. Contractor shall coordinate with other agencies or parties as may be required to complete the project. The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed.

It shall be the sole responsibility of the Contractor to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

The WRBP reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the WRBP. Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution.

The Contractor shall present, after each emergency event and/or as-needed repair and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon. This summary report shall contain enough detail to confirm the scope of work completed so as to be able to verify the submitted time and materials invoice for the work. Payment for services under this Agreement will be made based upon submission of invoices conforming to the WRBP-approved summary report for the services.

STATE RESPONSIBILITIES

The State shall provide reasonable means of access to the infrastructure covered by this agreement and shall promptly notify the Contractor of any impediment that comes to the State's attention.

The State shall secure any permits required for the work, unless mutually agreed that the Contractor shall obtain such permits. Contractor's costs for obtaining permits shall be based upon the hourly rate for a foreman/supervisor and the cost plus contractor markup for Other Supplies or Services or as otherwise specifically indicated on Exhibit B.

QUALIFICATIONS OF PROPOSERS

1. Specific experience involving earthwork repair projects similar to those described in the Scope of Service and a thorough knowledge of construction materials and methods as well as construction safety is required.
2. Firm must be registered and in good standing with the State of New Hampshire, Secretary of State, Corporate Division, in order to perform work in the State of New Hampshire.

CONTRACT SCHEDULE

The Department expects to notify the selected contractor within ten (10) days of receipt of proposals. We expect approval will follow selection after preparation, submittal and approval from the Governor & Council, a process that typically takes about 6-8 weeks.

PROPOSAL CONTENT

The Department requests that the contractor submit one (1) copy of their proposal. The proposal should address all of the requirements indicated herein:

1. Response Timeframe (calendar days) entered on Exhibit B "Cost Proposal and Terms of Payment". The Response Timeframe should represent the maximum response time within which contractor's staff could, in general, be assigned to an as-needed, non-emergency project under the contract.
2. A schedule of hourly billing costs for the several categories of staffing which may be required in this contract entered on Exhibit B "Cost Proposal and Terms of Payment". The hourly rates shall be all-inclusive costs, including all federal, state and local taxes, all payroll (direct labor) related costs, general liability, insurance, bonding, worker's compensation, and profit.
3. Names, addresses and phone numbers of a minimum of three references familiar with earthwork services performed by the bidder. A brief description of the earthwork service(s) performed for each reference should also be included. References should demonstrate bidder's experience in earthwork repair projects similar to those described in the Scope of Service and knowledge of construction safety, materials and methods.

SELECTION OF PROPOSAL

Selection shall be based on the lowest total cost among the qualified firms submitting a proposal, utilizing the calculation outlined in Exhibit B (see Note 1). The Department of Environmental Services and the State of New Hampshire reserve the right to accept or reject any and all proposals, to waive minor discrepancies, and to negotiate with bidders after submittal of the proposals. The Department and the State will act in what they consider to be in their best interests.

Please note that this contract, and any amendment to it, is subject to approval of the Governor and Executive Council of the State of New Hampshire.

GENERAL REQUIREMENTS

1. Costs incurred in the preparation of proposals in response to this request shall be the sole responsibility of the firm submitting the proposal.
2. All proposals must be received by the Department of Environmental Services, Winnepesaukee River Basin Program, Franklin Wastewater Treatment Plant, P.O. Box 68, 528 River Street, Franklin, New Hampshire 03235, **no later than 1:00 P.M. on May 4, 2015. All proposals must be clearly marked "PROPOSAL FOR AS-NEEDED OR EMERGENCY EARTHWORK REPAIR SERVICES"**.
3. Respondents must submit one (1) copy of their proposal to the Department and are each responsible for confirming receipt of their proposal.
4. The chosen firm will be under contract to the New Hampshire Department of Environmental Services. We include herein a blank copy of the standard state service contract Agreement (form P-37). Exhibit A of this contract ("The Services") will include the information in the Request for Proposals. Exhibit B will be the "Cost Proposal and Terms of Payment" (see attached). Exhibit C contains any Special Provisions. Bidders should review the general conditions of the Agreement, especially the insurance requirements contained in Item 14 and Exhibit C. Should your firm be selected for the work, the WRBP will send a "Notice of Intent to Award" along with a contract for execution, as well as instructions for completing a "Corporate Resolution" confirming the authority of the person executing the contract and for obtaining an original "Certificate of Good Standing" from the NH Secretary of State's office. Be aware that any corporation doing business with the State must be registered and in good standing with the Secretary of State's Office in order to process a contract. The contractor is responsible for providing the WRBP with a current, original certificate

issued by the NH Secretary of State. To be current, the certificate must be dated after April 1, 2015. If, at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed ten (10) days to complete this task. If, at the end of the ten (10) days the contractor is not registered, it will be the Department's option to disregard the contractor's quotation. When the executed contract documents are returned, it will be approved by the Commissioner of the Department of Environmental Services, the Attorney General's office, and the Governor and Executive Council of the State of New Hampshire; a process that usually takes 6-8 weeks.

5. A contract Agreement will be negotiated with the selected firm for the contract limitations calculated from Exhibit B. The Agreement will extend from Governor and Council approval through June 30, 2018.

6. The successful firm will be expected to prepare the necessary contract documents, which will be subject to final approval of the Department, to provide proposed services for the Department. Costs for executing contract documents, including but not limited to, obtaining an original Certificate of Good Standing, notarization, and postage are the sole responsibility of the selected firm.

7. The successful firm will be required to meet all Federal, State and local regulations relevant to working on the projects.

8. Payment for services under this Agreement will be made after submission of invoices following approval by the WRBP of the summary report or other documentation verifying completion of the services.

9. Questions regarding this proposal should be directed to Sharon McMillin or Steve Dolloff at the Franklin Wastewater Treatment Facility at (603) 934-4032.

EXHIBIT A THE SERVICES

SCOPE OF WORK

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The WRBP will be billed for these services on a time and expense basis using the hourly billing rates for the staff and equipment costs such as "backhoe/operator", "laborer", etc. that are stipulated in the contract, plus

Contractors Initials _____
Date _____

travel, materials, and other billable expenses. The contractor shall keep the WRBP informed of progress, including whether the cost estimate is likely to be exceeded. The contractor shall not exceed the estimated cost without authorization from the WRBP. The contractor shall not exceed the contract price limitation for each year.

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Information contained in the State's Request for Quotation dated April 9, 2015 is hereby included in Exhibit A by reference.

Contractors Initials _____
Date _____

**EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT**

	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
1) Staff & Equipment Cost (Hourly Rates):			
Excavator w/ Operator (1.2 cy min.)	\$ _____	\$ _____	\$ _____
Dump Truck w/ Driver (8 cy min.)	\$ _____	\$ _____	\$ _____
Loader w/ Operator (1.5 cy min.)	\$ _____	\$ _____	\$ _____
Laborer	\$ _____	\$ _____	\$ _____
Foreman or Supervisor	\$ _____	\$ _____	\$ _____
Please include alternative sizes and types of equipment			
Other (specify those with hourly rates)			
Excavator w/ operator _____ yd	\$ _____	\$ _____	\$ _____
Dozer	\$ _____	\$ _____	\$ _____
Compactor, roller	\$ _____	\$ _____	\$ _____
Compactor, vibration	\$ _____	\$ _____	\$ _____
4wheel rubber tired backhoe	\$ _____	\$ _____	\$ _____
excavator, rubber tired	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
2) Other Equipment Costs (specify hourly or daily rates):			
Trench box (hourly rate) 6x20 trenchbox	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
3) Materials & Services (Enter % markup over cost):			
Sand and Gravel, per cubic yard	\$ _____	\$ _____	\$ _____
Riprap stone, per cubic yard	\$ _____	\$ _____	\$ _____
Pipe & Fittings	\$ _____	\$ _____	\$ _____
Please include other materials and services (Enter % markup over cost):			
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
4) Equipment Haul/Mob/Demob/Travel			
Travel Costs (Per mile charge):	\$ _____	\$ _____	\$ _____
Equipment Haul, if not included in 1) above	\$ _____	\$ _____	\$ _____
Mobilization/Demobilization, if not included in 1) above	\$ _____	\$ _____	\$ _____
5) Other Supplies (Enter % markup over cost):			
For all supplies (% markup, if any)	\$ _____	\$ _____	\$ _____
Cost per Event/FY (see Note 1):	\$ _____	\$ _____	\$ _____
Cost per 3 Events/FY (See Note 1):	\$ _____	\$ _____	\$ _____
Total Contract Price Limitation (See Note 1):	\$ _____		
6) Response Timeframe (calendar days)	_____		

Company Name

EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT
Continued

Notes:

(1) The low bidder is selected is based on bidding of a menu of services consisting of three (3) Events requiring as-needed or emergency services. Three service events occurring in FY 2016, three in FY2017, and three in FY2018 based on each service Event including the following:

- a) staff and equipment (one each of excavator w/operator, dump truck w/driver, loader w/operator and one laborer) for forty (40) hours of time,
- b) \$1,000 sand and gravel cost to contractor plus contractor's quoted markup for materials
- c) \$2,000 cost to contractor plus quoted markup for pipe and other materials.
- d) 100 miles total travel cost and mobilization of the three pieces of equipment indicated above, and
- e) \$1,000 other supplies cost to contractor plus contractor's quoted markup.

(2) The contract price limitation is based upon the sum of three (3) events requiring as-needed or emergency services per fiscal year over the contract period as calculated in the basis of award above. Contract time period is from Governor and Counsel approval through June 30, 2018.

(3) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

(4) State FY2016 ends June 30, 2016. Although this first fiscal year of the contract will be less than 12 months, the price limitaiton calculations using three possible events will be used since earthwork projects have already been identified for completion during that time period. State FY2017 starts July 1, 2016 and ends June 30, 2017. State FY2018 starts July 1, 2017 and ends June 30, 2018.

EXHIBIT "C"
SPECIAL PROVISIONS

Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less than \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

Contractors Initials _____
Date _____