

ADVERTISEMENT FOR BIDS
TOWN OF WOLFEBORO
FOREST AND SEWALL RD PRESSURE SEWER EXTENSION

General Notice

The Town of Wolfeboro (Owner) is requesting Bids for the construction of the following Project:

FOREST AND SEWALL RD PRESSURE SEWER FORCE MAIN EXTENSION AND ALTERNATE BID FOR GRAVITY SEWER FOR VARNEY ROAD

Bids for the construction of the proposed sewer force main extension project will be received at the Town Administrator's Office directed to Jim Pineo, 84 South Main St. Wolfeboro, NH until **2:00pm** local time on **June 21, 2023** t that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Installation of a low-pressure sewer force main. The beginning of the project is at the end of the existing low pressure sewer force main on Sewall Rd. and extends to the intersection of Sewall and Forest Roads and then westerly along Forest Road. The total length is approximately 2500 LF. The project is inclusive of the force main, manholes and all service connections for lots and subdivisions.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be obtained from Horizons Engineering by calling or emailing Jim Rines jrines@horizonsengineering.com or Mike Sievert msievert@horizonsengineering.com 603-444-4111.

Prospective Bidders will be registered as plan holders. Registered bidders will be updated periodically with addenda and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through Horizons Engineering. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than Horizons Engineering.

Pre-bid Conference

There will be a pre-bid conference on **June 7, 2023** at 9:00 am at Carry Beach with questions due by June 14, 2023. Prospective bidders are strongly encouraged to visit the site prior to bidding.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract information, and award details, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Town of Wolfeboro NH
By: Steve Randall
Title: Director of Public Works
Date: May 25, 2023

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—QUALIFICATIONS OF BIDDERS

- 1.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Provide at least two references for projects of similar scale and scope. References shall include name, email, and phone number.
- 1.02 A Bidder's failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.
- 1.03 No requirement in this Article to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 2—INTERPRETATIONS AND ADDENDA

- 2.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 2.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner or Engineer in writing by email to Steve Randall Director of Public Works at srandall@wolfeboronh.com or Mike Sievert Engineer at msievert@horizonsengineering.com.
- 2.03 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than five days prior to the date for opening of Bids may not be answered.
- 2.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 3—BID SECURITY & BONDING

- 3.01 Bid security is not required. A payment and performance bonding is required. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 4—CONTRACT TIMES

- 4.01 Once the contract is awarded and construction starts, the contractor will have 12 weeks to complete the project. Contract completion shall be on or before November 11, 2023.
- 4.02 The Contractor shall limit the duration of any required road closure as much as is practical with a target closure of no more than one calendar day(s). In no case shall the road be closed for more than 2 calendar days. The Contractor shall account for this constraint in the preparation of the bid. Contractor shall work with the Owner to develop a detour plan prior to implementation.

ARTICLE 5—BASIS OF BID

- 5.01 *Unit Price*
- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 6—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 6.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 6.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 6.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

- 6.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 6.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 6.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder.
- 6.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 7—CONTRACTS TO BE ASSIGNED

- 7.01 The Contractor, prior to being awarded a contract, shall apply for registration with the New Hampshire Secretary of State's Office to do business in the State of New Hampshire, if not already so registered. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Contractor will be expected to execute sub-agreements for each sub-contractor named in the proposal upon award of this contract.
- 7.02 Prior to beginning any work, the Contractor will execute a standard Town of Wolfeboro Contract, provide a W- 9, evidence of Workers Compensation insurance and certificate of insurance in accordance with the attached contract requirement package.
- 7.03 If the award of the contract aggrieves any firms, they may appeal in writing to the Town of Wolfeboro Selectboard, 84 South Main St. Wolfeboro, NH. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the Town Selectboard is final.
- 7.04 All bids upon submission become the property of town. The cost of preparing and submitting the bid is the sole expense of the firm. The Town reserves the right to reject any and all bids received as outlined in Article 6 or to cancel this Request for Bids in part or in its entirety if it is in the best interests of the Town. This Request for Bids in no way obligates the Town to award a contract.

ARTICLE 8—CONSTRUCTION OBSERVATION

- 8.01 The Owner will engage an Engineer to provide observation services during the active construction period of the Contract. The Engineer will provide observation of the conduct of the construction and be able to state that the work is generally being performed in substantial accordance with the Contract Documents. The Engineer shall report to the Town and the Contractor work that is unsatisfactory, faulty, or defective or does not conform to the Contract Documents.
- 8.02 The Engineer shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent, or expedite the Work, and shall not advise on any issue relative to safety, OSHA regulations, or the means, methods or procedures of construction.

BID SCHEDULE

BASE BID

Item No.	Brief Description; Unit or Lump Sum Price (both words and numbers)	Quantity and Units	Item Price
1.	General Conditions and Mobilization, Per Lump Sum: _____ Dollars And _____ Cents (\$_____)	1 LS	\$_____
2.	3" PVC Force main, Per Lineal Foot: _____ Dollars And _____ Cents (\$_____)	2500 LF	\$_____
3.	Rock Excavation, Per Cubic Yard: _____ Dollars And _____ Cents (\$_____)	20 CY*	\$_____
4.	2" PVC Force main For Branch Services, Per Lineal Foot: _____ Dollars And _____ Cents (\$_____)	72 LF	\$_____
5.	1-1/4" PVC Force Main for individual service, Per Lineal Foot: _____ Dollars And _____ Cents (\$_____)	590 LF	\$_____
6.	Road and Driveway Pavement Patch, Per Square Feet: _____ Dollars And _____ Cents (\$_____)	8800 SF	\$_____
7.	Sewer Manholes, Each: _____ Dollars And _____ Cents (\$_____)	3 EA*	\$_____

Total Base Bid (Sewal and Forest Rd.) Price in Words

(Total Base Bid Price shall be inclusive of all work and bid as a lump sum fee amount.)

*Rock Excavation shall be completed only as needed to complete the work. The quantity noted in the bid schedule is for comparison purposes only. Unit price will be used for all Rock Excavation for the project.

*3 Sewer manholes. 1, air release and cleanout, 1 cleanout, 1 end of line

ALTERNATE BID SCHEDULE

BASE BID

Item No.	Brief Description; Unit or Lump Sum Price (both words and numbers)	Quantity and Units	Item Price
1.	General Conditions and Mobilization, Per Lump Sum: _____ Dollars And _____ Cents (\$_____)	1 LS	\$_____
2.	8" PVC SDR-26 Sewer Pipe, Per Lineal Foot: _____ Dollars And _____ Cents (\$_____)	997 LF	\$_____
3.	4" PVC SDR – 26 Service and cap, Per Lineal Foot: _____ Dollars And _____ Cents (\$_____)	10 EA	\$_____
4.	Road and Driveway Pavement Patch, Per Square Feet: _____ Dollars And _____ Cents (\$_____)	8400 SF	\$_____
7.	Sewer Manholes, Each: _____ Dollars And _____ Cents (\$_____)	4 EA	\$_____

Total Alternate Bid (Varney Rd.) Price in Words
(Total Base Bid Price shall be inclusive of all work and bid as a lump sum fee amount.)

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for the measurement and payment of Contract pay items.

1.2 SUBMITTALS

- A. Provide the following submittals.
 - 1. Field notes of all measurements for payment purposes.

1.3 SCHEDULING

- A. Notify Engineer as far in advance as possible of pay item measurements a minimum of three days prior to submission of the application for payment.
- B. Allow for and afford Engineer ample time, space, and equipment to observe and verify measurements.

1.4 DESCRIPTION

- A. For unit price items, the Contractor shall be paid for the actual amount of work accepted and for the actual amount of materials in place during the period of construction. After the work is completed and before final payment is made, the Engineer shall make final measurements to determine the quantities of the various items of work accepted as the basis for final payment.
- B. For lump sum items, the Contractor shall be paid on the basis of actual work accepted until the work item is completed. Upon completion of the item, 100 percent of the lump sum price may be paid, subject to the terms of the General Conditions or Supplemental Conditions.
- C. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.

1.5 MEASUREMENT REQUIREMENTS

- A. Where payments are to be made on a unit price or adjustment item unit price basis, notify Engineer so that they may observe existing conditions and the status of work-in-place and may witness measurements being made. Where Engineer has not witnessed required measurements and cannot verify or substantiate quantities, they may not recommend payment for same.

- B. Maintain complete and legible field notes for all measured items. Notes shall contain spaces for Contractor's and Engineer's signatures plus additional space for comments. An original and copy shall be made for all notes with the copy being submitted to Engineer. The Engineer's signature shall not be construed as an acceptance of the Work or the measurements made but shall mean the Engineer was present when the measurements were made.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place and to have this Work measured by the Engineer or independent party acceptable to the Contractor at the Owner's expense.

1.6 LIMITS OF PAYMENT

- A. Payments will be made for the quantities installed and accepted in accordance with the Contract. Upon completion of construction, if actual quantities are different than the quantities estimated in the Bid, the Contract unit prices will still prevail, except as follows. When alterations in the quantities of work not requiring Change Orders are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving Change Orders will be paid for as stipulated in such Change Orders.
- B. The Contractor shall accept as full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work and for performing all work; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work. No extra payment shall be made to the Contractor for any delays caused by defective workmanship or rescheduling of work by others.

1.7 WORK ELIMINATED FROM CONTRACT

- A. Should any work be deleted from the Contract a Change Order shall be issued.

1.8 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. All partial invoices and payments shall be subject to correction in the final quantity invoice and payment. No monthly payment shall be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract.
- B. No partial payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

- C. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The Owner shall have the right to deduct from the next progress payment an amount equal to payment for said material and/or equipment if reasonable and adequate proof is not submitted.

1.9 FINAL PAYMENT

- A. The Contractor will prepare a final payment requisition for review by the Engineer for the work performed. Upon approval by the Engineer, the Owner will pay the entire sum found to be due less any retainage provided for in the Agreement and any previous payments.

1.11 PAYMENT FOR MATERIALS DELIVERED

- A. Payment may be made for all or part of the value of materials stored on site. The application for payment shall be accompanied by a summary of materials stored on site that will establish the Owner's title to the materials and protect the Owner's interest therein, including insurance. The amount thus paid by the Owner shall reduce the estimated amounts due the Contractor as the material is incorporated into the Work. Materials stored on site, that have been paid for by the Owner, shall become the property of the Owner and, in the event of default on the part of the Contractor, the Owner may use these materials in the construction of the Work. The Contractor shall be responsible for any damage to, or loss of, any materials.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Provide all labor, materials, facilities, measuring devices and all other equipment necessary to perform all measurements for payment purposes.

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform all measuring required by this Section.
- B. No separate payments will be made for Work under this Contract except for the pay items stipulated in this Part 3. All costs in connection with the Work shall be included in one or more of the pay items as appropriate.
- C. The names of pay items in this Section, the Schedule of Values, or the Bid Form may be abbreviated or non-comprehensive and are for general identification purposes of the item only. The names shall not be construed to represent a complete description of all the Work

included under each pay item. Refer to the subsequent paragraphs of this Section for more complete descriptions of Work to be included under each Contract pay item.

3.2 LUMP SUM PRICE PAY ITEMS

- A. Measurement - no measurements will be made.
- B. Payment shall be on a lump sum basis, based on the percentage of work completed and accepted by the Engineer for each lump sum pay item.

3.3 UNIT PRICE PAY ITEMS

- A. Measurement and payment shall be made by the unit.

3.4 DESCRIPTION OF PAY ITEMS

The following pay items describe the measurement of and payment for the work to be done under the items listed in the Bid.

Item 1 – GENERAL CONDITIONS, MOBILIZATION, AND MISCELLANEOUS WORK

- A. Measurement: Mobilization shall consist of preparatory work and operations including but not limited to, the following items:
 - 1. Control of water including all temporary measures required to complete the work
 - 2. Testing not paid for by the Owner
 - 3. Equipment delivery
 - 4. Sanitary facilities
 - 5. Traffic control including traffic control plan, signage, maintenance of signage
 - 6. Furnishing of insurance
 - 7. Dust control
 - 8. Erosion control
 - 9. Removal and disposal of existing structures (unless otherwise provided for)
 - 10. Removal and salvage of existing structures to the Owner's yard
 - 11. Survey/layout
 - 12. Clearing, grubbing, stripping
 - 13. Clean-up
 - 14. Construction signs/project signs
 - 15. Steel and/or wood sheeting as required
 - 16. Installation and removal of temporary facilities
 - 17. Project record drawings
 - 18. Submittals

- B. Payments:

1. Payment shall be made at the contract lump sum price, which price shall be full compensation for all costs incurred in furnishing labor, tools, materials an equipment and incidental work item costs for the preparatory work and operations described in the above measurement section for this item.
2. For the purpose of computing payments, the adjusted contract price shall include all contract unit price and lump sum items except the contract lump sum price for the item General Conditions, and Mobilization.
3. Payments shall be made as follows:
 - a. First payment of fifty percent (50%) of the contract lump sum price for Mobilization or 2.5 percent of the adjusted contract price, whichever is less, will be made not later than payment of the first application for payment following the completion of five percent (5%) of the total contract price.
 - b. Second payment of twenty five percent (25%) of the contract lump sum price for Mobilization or 1.2 percent of the adjusted contract price, whichever is less, will be made not later than payment of the first application for payment following the completion of fifty percent (50%) of the total contract price.
 - c. Upon substantial completion of all work on the project, payment of the remainder of the contract lump sum price for Mobilization will be paid.

Item No's. – LENGTH OR AREA UNITS

- A.** Measurement – Actual length area in feet or square feet of specific item installed as specified. Measurement shall be made along the length.
- B.** Payment - Payment for these items shall be per linear feet or per square foot, as stated in the bid schedule. Work includes all labor, equipment and materials for the furnishing and installing specific items as shown on the plans. Payment includes all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No's. EACH OR LUMP SUM UNITS

- A.** Measurement – Proportional to the percentage of work installed and accepted by the Engineer.
- B.** Payment - Payment for manhole structures shall be at the lump sum price as stated in the bid schedule. Payment shall be full compensation for furnishing, installing all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 3 – ROCK EXCAVATION

- A.** Measurement – Compute cubic yardage of solid rock excavation and disposal on the basis of in place volume of rock occurring within the stipulated payment limits shown on the Drawings and as specified below.
1. Depth – Measure depths from the rock surface, as determined from profiles and cross-sections made by Contractor and approved by Engineer to 6 inches below pavement subgrade, pipe bedding subgrade, structure subgrade, topsoil subgrade or elevations specified, shown on the Drawings, or directed by Engineer.
 2. Width – Measure 12 inches beyond and parallel to outside face of structure footings per stipulated payment limits shown on the Drawings or as authorized by the Engineer in writing. Measurement for pipe trench widths shall be 3'-0".
 3. Length – Measure length as actual length removed.
- B.** Payment – Payment shall be per cubic yard of solid rock authorized to be removed. Include cost of exploratory subsurface investigations, pre-blast survey and all necessary temporary facilities and controls. Excavated material under this item which has not been disposed of shall not be included for payment. The cost of granular fill-gravel subpavement rock excavation refill shall be included. Include in the bid for other items involving excavation, the cost of doing the entire excavation as earth. The price for this item being intended to cover the difference between the cost of rock excavation and the cost of earth excavation.

End of Section