



County of Cheshire Request for Proposals
Department of Corrections
Paving, Basin Repair/Replacement and Ledge Removal
825 Marlboro Road, Keene, NH 03431

The County of Cheshire is requesting proposals from qualified contractors to complete the following scope of work at the County of Cheshire's Department of Corrections facility.

Submissions and Timeline

1. Project proposals are due by **4:00 PM on Friday, October 13, 2023**, and work (delivery) is expected to be completed prior to June 2024.
2. Proposals should be sent via any reliable delivery method to **Rod Bouchard, County Project Manager**, or via email at rbouchard@co.cheshire.nh.us. Bidders may confirm receipt of proposals by contacting Mr. Bouchard at (603) 283.3304.

Scope of Work

- 17 drainage or manhole structures requiring repairs to re-support existing covers and 4' x 4' paving patching around repaired cover areas.
- 42,000 SF of the existing paving area requiring reclamation of existing paving, fine grading, and compaction to 95% of under-paving gravels. Fine grading shall be done to drains and shoulders as needed. Replace with 3.5" of new paving.
- 160 LF of granite curbs to be removed and reinstalled in a concrete base prior to repaving.
- 3,200 sf of 1" topping paving over existing paving, including blending to new 3.5" paved areas.
- Mandatory walkthrough date and time for all bidders.
- One lane must be open at all times to allow for traffic in and out. Traffic control on days where there shall only be one lane available.
- Traffic control signage and barriers where required for the duration of construction.

Additionally, please see the attached Appendix for pricing of the following requirements.

- SF unit price for adding 3.5" pavement above the 42,000sf named quantity.
- SF unit price for deleting 3.5" pavement below the 42,000sf named quantity.
- SF unit price for adding 1" pavement above the 3,200sf named quantity.

- SF unit price for deleting 1" pavement below the 3,200sf named quantity.
- Cubic yard price for imported, placed, compacted, and fine graded processed 1.5" crushed gravel under paving. Quantity to be determined.
- Price per 8-hour day to provide a large ledge hammering excavator with an operator.
- Cubic yard price to load, haul, and dispose of ledge.

Award

1. Before making its award, the County shall consider the project proposal, work, and/or services or products delivered that best serve the needs and financial interests of the County. The County reserves the right to reject any or all bids, to award any bids, to waive as an informality any irregularities on bids received, and to omit any item or items as it may deem to be in the best interest of the County.
2. The County's assessment of the lowest responsible bidder, in addition to price, includes the skill, ability, and capacity of the bidder to perform the services. We consider the character, reputation, judgment, and experience of the bidder and how bidders perform in interviews and in response to inquiries. Hence, some aspects of the bidder reviews are objective, and some are subjective.
3. In all cases, the decision of the County shall be final and not subject to review or appeal.
4. All bids submitted shall be held firm and not withdrawn for ninety (90) days from bid opening.
5. The County shall initiate all change orders prior to the implementation of said change in work.

Change Orders, Payment Requisitions, and Final Payment

1. Payment will be made within thirty (30) days of receipt of the invoice based on reaching milestone objectives.
2. Before issuance of the final payment, the contractor shall certify in writing that all payrolls, materials, billings, and other indebtedness (if any) pertaining to the project have been paid.

Insurance

The successful bidder must submit a current certificate of insurance from a company licensed to issue such insurance in the State of New Hampshire. Insurance shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements). Insurance shall not be altered or canceled except with 10 days written notice to the County. The County shall be named as an additional insured on each insurance policy. Insurance certificates must show the type, amount, class of operations covered, effective dates, and dates of expiration of policies.

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims which may arise from work under the awarded contract, whether such work is by the insured or by anyone employed by him or her, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The following shall be considered minimum standards for the insurance required to perform the work or services provided for the County.

1. General liability; automobile liability; excess liability; property liability (all risks including theft & fire):
 - a. Each occurrence - \$1,000,000.00
 - b. General aggregate - \$2,000,000.00
2. Workers' Compensation
 - a. Coverage A Statutory
 - b. Coverage B \$1,000,000.00
3. Sub-contractor Insurance: In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same general coverage insurance and workers' compensation insurance as described above for all of the subcontractor's employees that are to be engaged in such work, unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance.
4. In case any class of employees engaged in hazardous work under the awarded contract is not protected under the workers' compensation statute, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.
5. The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Such certificates shall also contain the following provision: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

Sub-Contractors

All sub-contractors used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance with the specifications of the bid and contract requirements must be furnished to the County prior to any sub-contractor performing any work under the awarded contract.

Laws, Permits, and Licensing

It is the successful bidder's responsibility to adhere to and comply with all federal, state, and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses,

permits, notifications, or other regulatory requirements relating to the work to be performed and/or services or products delivered.

Indemnification

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the County and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

Termination

Cheshire County retains the right under this contract to terminate work and/or services or products delivered and dismiss the successful bidder for non-performance with five (5) working days' notice. Additionally, upon such termination, the County reserves the right to award the contract to another bidder for the completion of work and/or services or products delivered under this bid. All disputes shall be decided under the laws of the State of New Hampshire.

Questions may be directed to Rod Bouchard, Director, County Projects, rbouchard@co.cheshire.nh.us or Steve Horton, Owners Representative, stevnhorton@gmail.com.