

City of Portsmouth

Portsmouth, New Hampshire
Department of Public Works

Bid#47-17
2017 City Wide Tree Planting

INVITATION TO BID

Sealed bid proposals, **plainly marked**, 2017 City Wide Tree Planting Bid#47-17 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. April 6, 2017 at which time all bids will be publicly opened and read aloud.

There will be a mandatory pre-bid meeting March 30, 2017 at 10:00 a.m. at the Department of Public Works, 680 Peverly Hill Road, in the Training/Conference Room. All bidders will have an opportunity to ask questions at this meeting. Bids will not be accepted from vendors that do not attend the mandatory pre-bid meeting.

This work consists of supplying, delivering, planting and guaranteeing trees at various locations throughout the City. Insurance requirements must be met for the award to be made. Proof of insurance must be provided prior to any work commencing.

Bidders must have demonstrated success in arbor culture work. Specifications may be obtained from the City's web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>, Questions may be addressed to the Purchasing Coordinator by calling (603) 610- 7227 or through email purchasing@cityofportsmout.com. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. Addenda will not be sent directly to vendors.

Work may begin in accordance with the Notice to Proceed with all work completed by May 19, 2017. Liquidated damages shall be assessed at \$100.00 per day.

Bidders must determine the quantities of work required and the conditions under which the work will be performed.

The City of Portsmouth 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 City.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications. Failure to do so may subject a bidder to disqualification.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

4. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price both in figures for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be

shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

c) Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

5. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

6. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

7. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

8. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

9. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Lack of competency or of adequate machinery, plant or other equipment, or insurance coverage, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

10. Reservation of Rights

The City of Portsmouth 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 City.

The City further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of a bidder and to evaluate its submittal. Bidders may be asked to submit releases as part of the investigation and review of qualifications. Failure to provide a release if requested will result in disqualification.

The City reserves the right to request additional information including but not limited audited or other financial statements and reports.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award is not considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Determination of the lowest bidder will be based on the Lump Sum cost on the Bid Proposal form. The City reserves the right to purchase all, or a portion of the items listed on the bid proposal form.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Execution and Approval of Contract

The successful bidder is required to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract and file acceptable insurance certificates within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

BID SPECIFICATIONS

1. Bid proposals shall include the cost for supplying, delivering, planting and guaranteeing trees included on attached quotation list. Any substitution of plant material is subject to the City of Portsmouth or their representatives' consent. If the Vendor wishes to make a substitution of plant material, list the genus, species and cultivar or variety of proposed substitution for the City of Portsmouth's consent.
2. A final list of the trees selected will be provided to the successful bidder.
3. Plant material to be inspected and approved by City of Portsmouth or their representative upon delivery to job site prior to planting.
4. Mulch is to be placed around all trees in accordance with best practices.
5. Contractor is responsible for removal of any excess soil and debris and clean-up of site after completion of work.
6. Plant material shall be guaranteed for two years from time of planting. Plant material that dies or suffers substantial die-back during the guaranty period shall be replaced at vendor/contractor's expense. City will require a maintenance bond to secure the two (2) year guarantee period.
7. The vendor will work with the City to schedule delivery in accordance with City's planting date. That being said, the vendor is encouraged to plant trees earlier in the allotted time frame, but all trees shall be delivered and planted by May 19, 2017.
8. All work is to be completed by May 19, 2017.

MINIMUM STANDARDS

- The planting stock selected shall be specimen quality, symmetrical, correctly pruned, cold-hardy, decorative, and disease resistant. They shall be free from physical damage or other conditions that would prevent vigorous growth. Trees which fail to meet these standards will be refused by the owner.
- Trees shall be labeled by plant name and size with labels attached to the trees when delivered to the planting site.
- Site preparation and planting of all trees and shrubs shall be done by the nursery/vendor providing the planting stock.
- The planting stock shall be dormant, balled, and burlapped for spring planting. Plants must be protected at all times from drying out from sun or wind.

- Planting methods and overall care and maintenance of all planting stock shall meet the standards contained in *The American National Standards Institute A300 (part 6)-2012*.
- Planting specifications set forth by the City of Portsmouth Public Works Department.
- Any variation between these standards and the business' proposal shall be clearly indicated and are subject to City consent prior to quote award.

ATTACHMENT A**Insurance Requirements**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

Insurance coverage requirements can be met through excessive/umbrella policies.

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage sufficient to meet statutory requirements for all people employed by the Contractor to perform work on this project.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

PROPOSAL FORM

2017 City Wide Tree Planting

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein;
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid;
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder agrees to contract with the City of Portsmouth to provide the delivery, planting, site backfilling, and mulching of the trees listed below:

1. Three – Liberty Elm Tree (*Ulmus americana* ‘libertas’) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

2. One -Tupelo Tree (*Nyssa sylvatica* ‘Wildfire’) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

3. One - Japanese Tree Lilacs (*Syringa reticulata*) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

4. One - ‘Heritage’ River Birch Tree-single stem (*Betula nigra* ‘Heritage’) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

5. One - Chanticleer Pear Tree (*Pyrus calleryana* ‘Chanticleer’) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

6. One – Eastern Red Cedar Tree (*Juniperus virginiana*) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

7. One – Kousa Dogwood Tree (*Cornus kousa*) 2”- 2 ½” caliper

_____	\$ _____	\$ _____
Unit price in words	Unit Price	Total Amount

8. Two – Thornless Cockspur Hawthorn Tree (*Crataegus crus-galli* ‘inermis’) ,
 . 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

9. One – ‘Autumn Flame’ Red Maple Tree (*Acer rubrum* ‘Autumn Flame’) 2”- 2 ½”
 caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

10. One – Star Magnolia Tree (*Magnolia stellate*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

11. Two – Yellow-flower Magnolia Tree (*Magnolia x brooklynensis* ‘Yellowbird’)
 . 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

12. One – Pagoda Dogwood Tree (*Cornus alternifolia*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

13. One - Sycamore Maple Tree (*Acer pseudoplatanus*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

14. One – Silver Linden Tree (*Tilia tomentosa*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

15. One – European Beech Tree (*Fagus sylvatica*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

16. One – Laceleaf Japanese Maple Tree (*Acer palmatum* ‘Bloodgood’) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

17. Two - Serbian Spruce Tree (*Picea omorika*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

18. Two – Japanese Stewartia Tree (*Stewartia pseudocamellia*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

19. One – Weeping Cherry Tree (*Prunus Subhirtella* ‘Pendula’) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

20. Two – Trident Maple Tree (*Acer buergerianum*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

21. Two – Higan Cherry (*Prunus subhirtella*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

22. One – Sargent Crabapple (*Malus sargentii*) 2”- 2 ½” caliper

	\$	\$
Unit price in words	Unit Price	Total Amount

Work will be awarded based on the total lump sum. Vendor will take payment for furnished items. The City reserves the right to purchase all, or some, of the items quoted.

Total lump sum in words

\$ _____
Total lump sum in figures

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the purchase order, he will accept compensation as stipulated therein.

Date

Vendor

By: _____

Title: _____

Business Address

City, State, Zip Code

Email:

STATEMENT OF BIDDER'S QUALIFICATIONS

This statement to be submitted WITH BID.

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes).
If so, where and why?
9. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
10. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
11. List your major equipment available for this contract.
12. List your key personnel such as project superintendent and foremen available for this contract.
13. List any subcontractors whom you would expect to use.
 - a. _____
 - b. _____
14. With what banks do you do business?
 - a. Do you grant the Owner permission to contact this/these institutions?
____ (yes) ____ (no).
 - b. If requested by the Owner, the Contractor will need to provide his/her Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

2017 City Wide Tree Planting

THIS AGREEMENT made as of the ___th day of _____ in the year **2017**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK- The Contractor shall perform all work as specified or indicated in the Bid Specifications for Bid 47-17 and final list of trees supplied by Owner. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ENGINEER - The Director of Public Works or his authorized representative will act as Engineer in connection with completion of the Project in accordance with the Contract Documents.

CONTRACT TIME - Work will begin in accordance with the Notice to Proceed and work shall be completed by May 19, 2017.

CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the item prices in the Bid Proposal and final List of Trees supplied by Owner.

PAYMENT - Payment will be made within 30 days of presentation of an invoice for trees installed and accepted.

LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **one hundred dollars (\$100)** for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor’s negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in Attachment A.

MISCELLANEOUS –

The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

Contractor shall guarantee plant material for two years from time of planting. Plant material that dies or suffers substantial die-back during the guaranty period shall be replaced at vendor/contractor's expense.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

**2017 City Wide Tree Planting
Bid Proposal #47-17**

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: 2017 City Wide Tree Planting

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED, ON _____
WORK SHALL BE COMPLETED PRIOR TO _____.

CITY OF PORTSMOUTH, N.H.

BY: _____
Peter Rice

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order # 1

Date of Issuance:

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this Change Order:
\$

Contract Time prior to this Change Order:

Net Increase of this Change Order:
\$

Net Increase or Decrease of this Change Order:

Contract Price with all approved Change Orders:
\$

Contract Time with all approved Change Orders:

RECOMMENDED:

APPROVED:

APPROVED:

by _____

by _____

by _____

by _____

Public Works Dir.

City Finance

City Manager

Contractor