

**Request for Proposal
William Allen Elementary School
Playground Equipment Replacement
Rochester School District**

The Rochester School District is seeking proposals for the replacement of playground equipment at the William Allen Elementary School, 23 Granite Street Rochester, NH 03867 to be accepted until 12:00 noon EST on Thursday May 20, 2021. The bids will be opened publicly and read aloud at that time.

A mandatory pre-bid conference will be held on Friday April 30, 2021 at 9:00 a.m. meeting at the William Allen Elementary School at 23 Granite Street Rochester, NH 03867. Prospective bidders are encouraged to familiarize themselves with the project and the project requirements prior to the conference.

Proposals shall be submitted to Mr. Kyle Repucci, Superintendent of Schools, Rochester School Department, 150 Wakefield Street, Suite 8, Rochester, New Hampshire 03867. Proposals must be submitted on the attached bid proposal form in sealed envelopes plainly marked **Proposal for William Allen Elementary School Playground Equipment Replacement**. Failure to properly mark the envelope will result in disqualification of the bid if it is prematurely opened.

Specifications/Scope with the required Proposal Form may be obtained at no cost from the Superintendent of Schools Office or on the District website at:

www.rochesterschools.com/SAU/bids/bids.html

SCOPE OF SERVICE
William Allen Elementary School
Playground Equipment Replacement
Rochester School District

The Rochester School District is requesting proposals to replace the playground equipment at the William Allen Elementary School, 23 Granite Street Rochester, NH 03867.

- Proposal shall include computer renderings, and/or photographs, diagrams, along with operations Manuals.
- All Equipment must be of commercial grade and manufactured by an IPEMA member company.
- 3 Municipal or State references shall be supplied with the proposal.
- The square footage of the play area is approximately 5,000 square feet
- The contractor will design and install custom K-5th grade appropriate playground structures, including ADA accessible features.
- Climbing, sliding, and swinging components will be included.
- Swing set structure to include an ADA compliant child safety swing such as a Jenn Swing.
- Installation must be supervised by the equipment manufactures representative, and upon completion of installation the manufactures representative will perform a complete safety inspection.
- All necessary signage to be included.
- Play surface and edging by others.
- Removal and disposal of current structures by others.
- **Each proposed set up shall include a total price**
- Maximum budget is \$100,000

All work shall confirm to City of Rochester Code requirements, as can be found at the weblink below:
<http://www.rochesternh.net/building-zoning-and-licensing-services/pages/codes-currently-enforced>

Please note references to New Hampshire State Building Code (2009 IBC w/ NH amendments), National Electric code 2014, and Life Safety Code NFPA 101, 2009 Edition.

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the District (attached). All figures shall be in ink or typed.
2. **A mandatory pre-bid conference will be held on Friday April 30, 2021 at 9:00 a.m.** meeting at the William Allen Elementary School at 23 Granite Street Rochester, NH 03867.
3. All questions shall be submitted in writing to and received by the Director of Facilities at the address below, a minimum of 7 days prior to the scheduled bid opening.

CONSIDERATION OF PROPOSALS

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the District, the best interest of the Rochester School District will be promoted thereby.
3. Bid results will be available on the District website.

AWARD OF CONTRACT

The District holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the District. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the Rochester School District.

CANCELLATION OF AWARD

The District 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 or other claim against the District.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.

5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the District determines necessary and appropriate (such as compatibility with existing equipment).

CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of her/his bid.

LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the Rochester School District in writing.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver at time of award; certificates of all insurance required hereunder. The certificate shall state that the companies issuing insurance will endeavor to mail to the Rochester School District ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Rochester School District, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The Rochester School District, NH shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Rochester School District, and the Contract approved by the Superintendent of Schools.
 - a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
 - b. Commercial General Liability

Limits of Liability

Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

Property Damage: \$500,000.00 per occurrence, \$200,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:

\$2,000,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident.

- d. The Contractor shall indemnify, defend, and save harmless the City of Rochester, the Rochester School District, and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, the Rochester School District, its agents, employees or others.

ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Rochester School District. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the Rochester School District for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the District's property from injury or loss in connection with this Contract. She/he shall, at all times, safely guard and protect her/his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the Rochester School District, but only when requested to do so by the Rochester School District;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

MATERIALS AND WORKMANSHIP

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.
2. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the Rochester School District.

STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association (IPEMA) standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type

of construction that, in the judgment of the Rochester School District expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.

3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the Rochester School District, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Facilities has ordered the same, in writing.

GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials

to assume prompt completion of said work; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the Rochester School District will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the Rochester School District will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Rochester School District may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the District's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Rochester School District as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Rochester School District the amount of such excess.

OBTAINING BID RESULTS

Bid results will be available on the website at www.rochesterschools.com/SAU/bids/bids.html

Bid Proposal Form
William Allen Elementary School
Playground Equipment Replacement

Company Name: _____

Phone Number: _____

Address: _____

Contact Name: _____

E Mail: _____

Proposed Equipment Manufacturer _____

Total Bid \$ _____

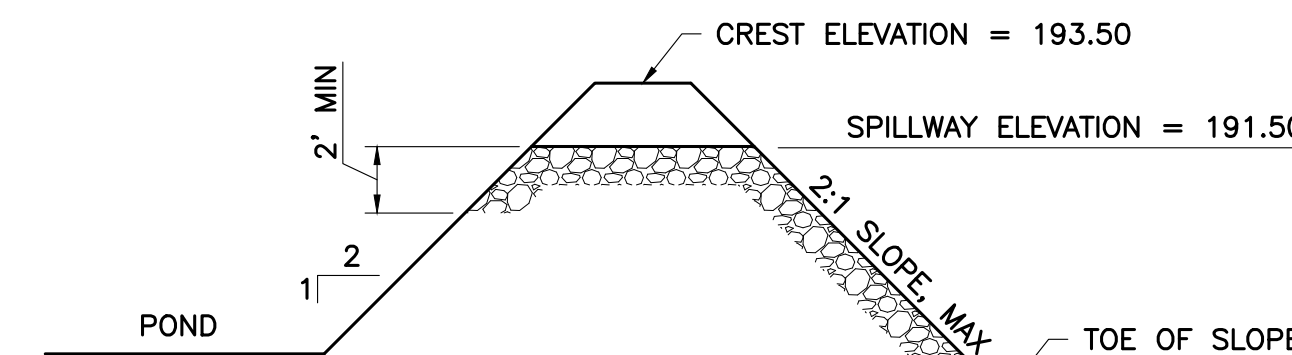
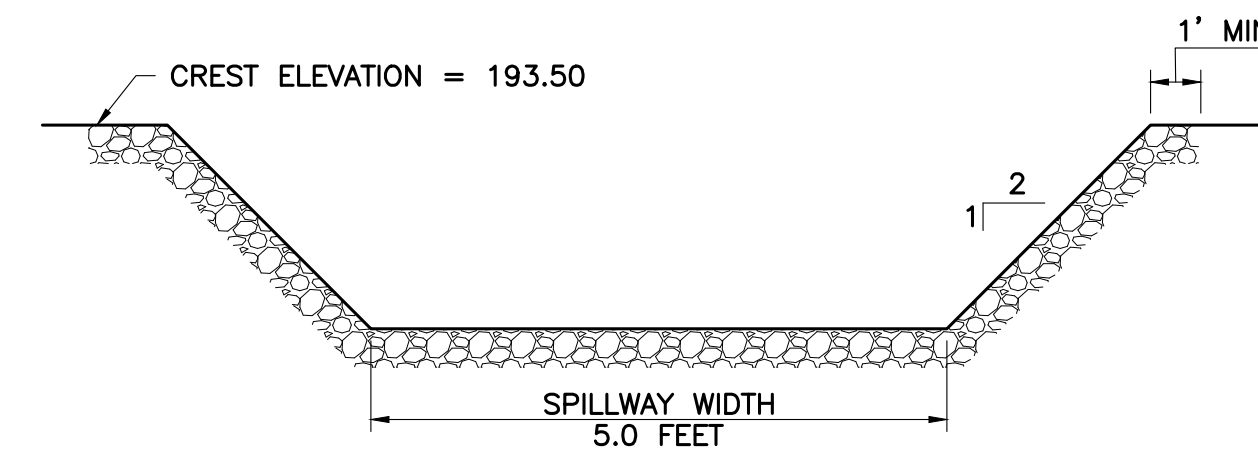
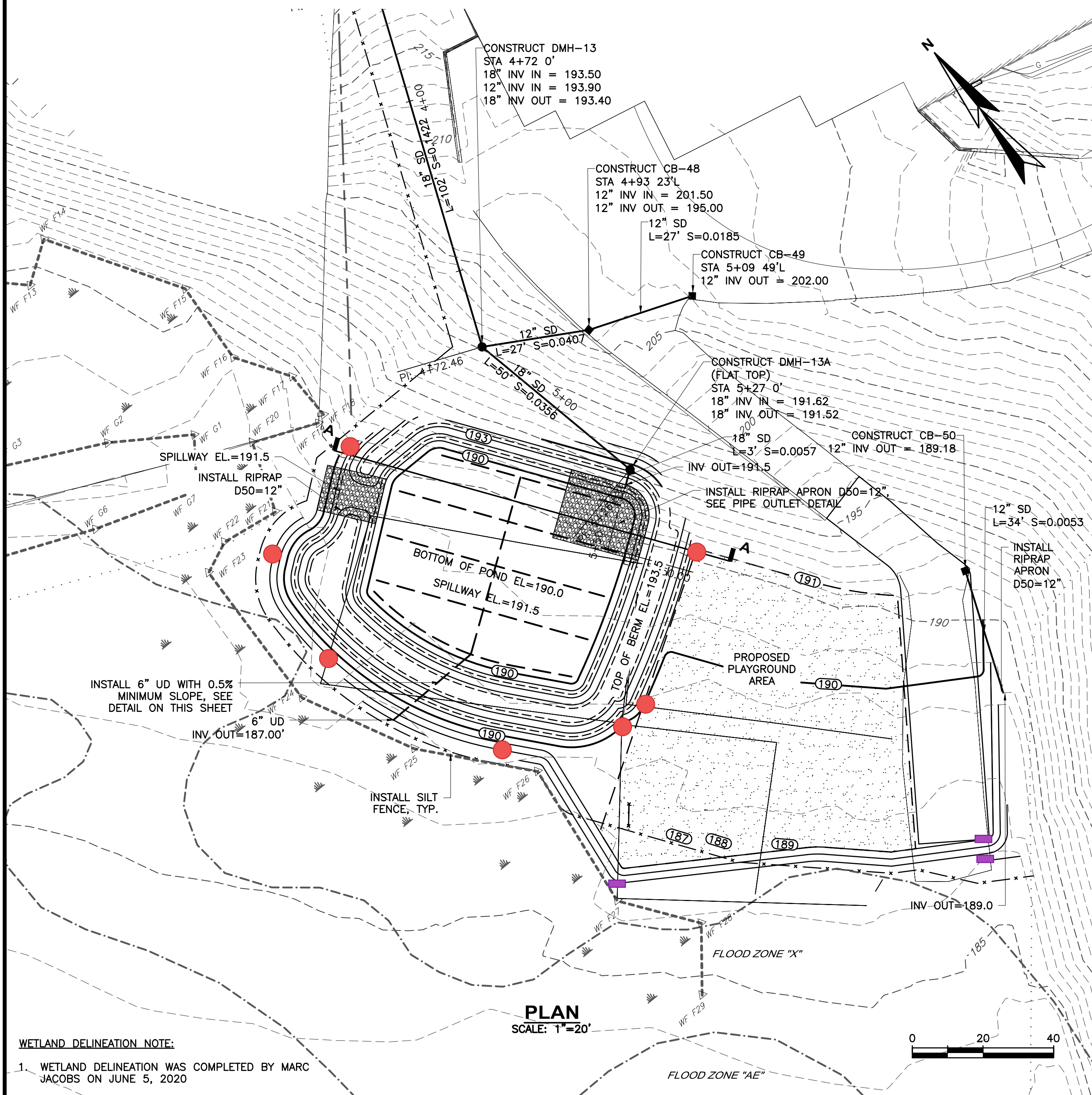
Any questions or concerns can be addressed to:

David G Totty
Director of Facilities
Rochester School District
(603) 332-3678 ext. 1145

School Area Soil Filter Pond Layout

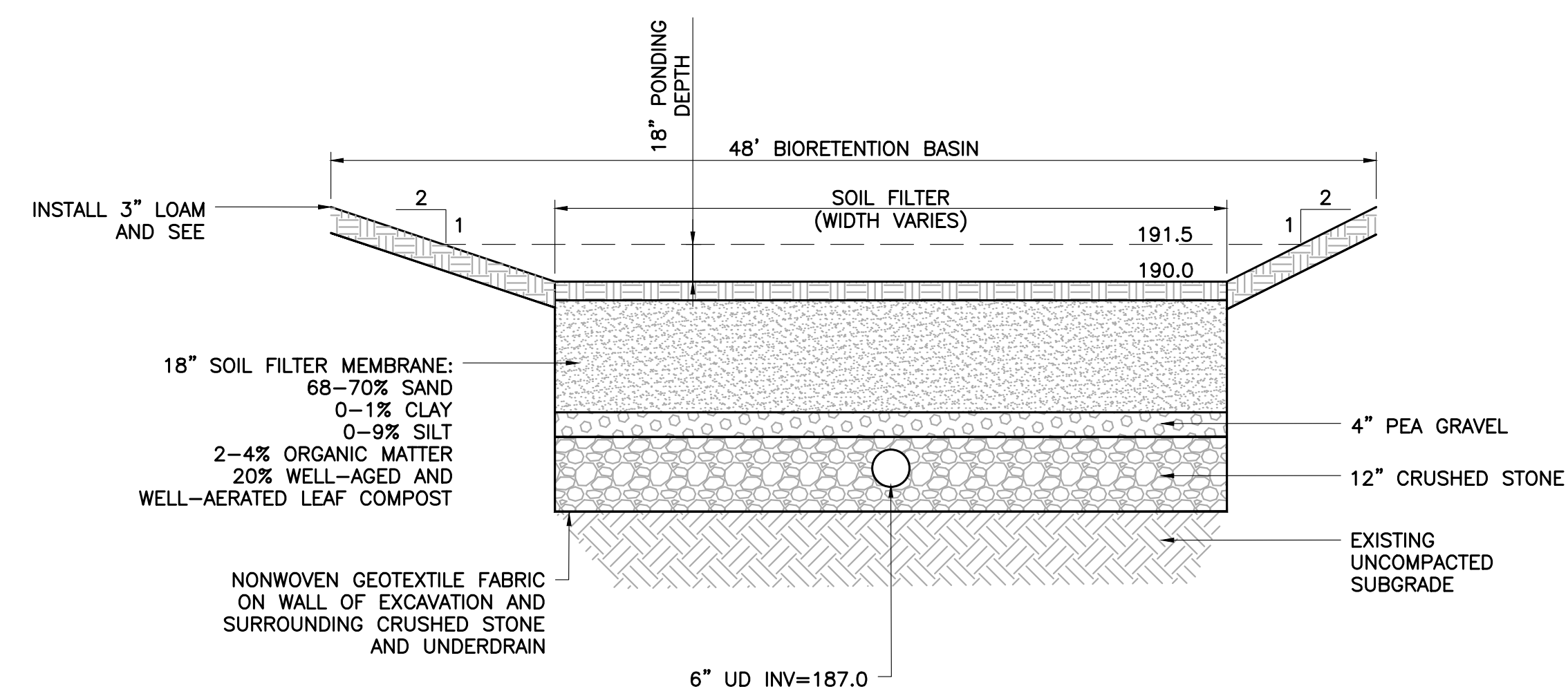
● Denotes approximate location staked out in the field on 10/5/2020 by Wright-Pierce and Rochester DPW

■ Denotes area denoted with spray marking on 10/5/2020 by Wright-Pierce and Rochester DPW

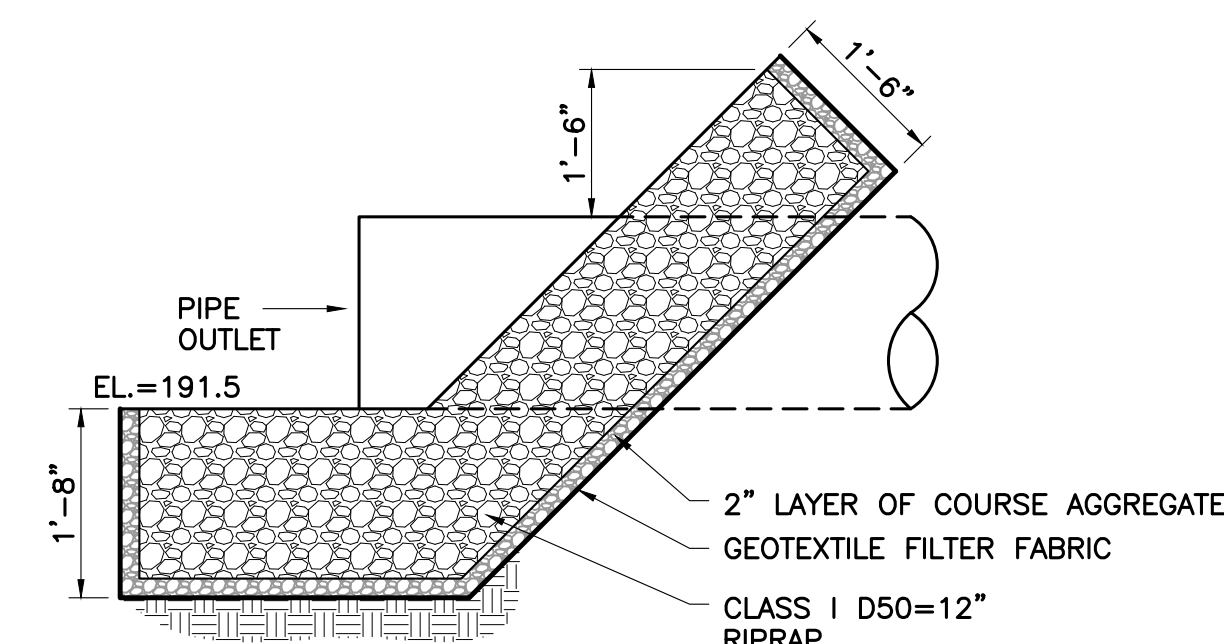


NOTE:
1. RIPRAP SHALL BE A MINIMUM OF D50 (12" d50) AND 12 INCH THICKNESS ON FILTER FABRIC

SOIL FILTER #1 BASIN SPILLWAY
SCALE: NTS



SOIL FILTER #1
SCALE: NTS



NOTE:
1. RIPRAP WIDTH SHALL BE AS SHOWN ON PLANS

PIPE OUTLET RIPRAP
SCALE: NTS

| NO | DATE | REVISIONS |
|----|-------|-----------|
| 1 | 08/20 | R.DAV |

| | |
|--------------------|--------------------|
| DESIGNED BY: S.HUB | DATE: R.DAV |
| CAD. COORD: C.HIN | PROJECT NO: 13343A |
| CHECKED BY: S.HUB | |
| APPROVED BY: R.DAV | |

WRIGHT-PIERCE
Engineering a Better Environment
Offices Throughout New England
888.621.8156 | www.wright-pierce.com

CITY OF ROCHESTER
WOODMAN AREA IMPROVEMENTS
ROCHESTER, NH
STORMWATER POND PLAN AND DETAILS:
RHA SCHOOL