B12-13

City of Concord, New Hampshire

Purchasing Division

TIMBER SALE: OAK HILL CITY FOREST AND RUSSELL MARTIN PARK

Prepared for, and in coordination with the

COMMUNITY DEVELOPMENT
&
PARKS & RECREATION
DEPARTMENTS
&
FOREST RESOURCE CONSULTANTS (FORECO)

Contract
Bid Documents
Specifications

Firm:_____

Bid Due Date/Time: December 18, 2012 not later than 2:00 PM
Mandatory Pre-Bid Meeting: December 6, 2012 at 8:00 AM

City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS AND MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656

www.concord.com/Purchasing

INVITATION FOR BIDS

The Purchasing Division, located at the Combined Operations and Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for **" B12-13, Timber Sale: Oak Hill City Forest & Russell Martin Park"** until **2:00 PM on December 18, 2012** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

"B12-13, TIMBER SALE: OAK HILL CITY FOREST & RUSSELL MARTIN PARK"

Bids may be issued only by the Purchasing Manager, or his designee to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Complete copies of B12-13 may be obtained from the Purchasing Division, Combined Operations and Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at www.concordnh.gov/Purchasing.

A mandatory pre-bid informational meeting will be held at 8:00 am on Thursday, December 6, 2012. Bidders will meet at Russell Martin Park on Iron Works Road, Concord, NH 03301.

A certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders shall accompany each bid. The amount of such bid deposit shall be **$500**, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to provide, prior to contract signing, a Payment Bond and Performance Bond in the total amount of **$1,000**.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All bids are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@concordnh.gov www.concordnh.gov/Purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

APPROVED:

Douglas B. Ross, Purchasing Manager
Date: 11/21/12

Bid Due Date/Time: December 18, 2012 no later than 2:00 PM
Mandatory Pre-Bid Meeting: December 6, 2012 at 8:00 AM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request, the bidder agrees that the bid shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than **seven (7) calendar days** before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The bidder shall not divulge, discuss or compare his bid with other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials is allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand, which meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.
Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Notice to Bidders/Contractors, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the bidder to the Purchasing Agent. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid in its own behalf.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

BID EVALUATION:

In an attempt to determine if a bidder is responsible, the CITY, at its discretion, may obtain technical support from outside sources. The bidders will agree to fully cooperate with the personnel of such organizations.

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:00 AM and 4:30 PM; or by going on-line to the City website at www.onconcord.com/Purchasing.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN

TIE BIDS:

When identical **low** bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The CITY reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the CITY to do so.

AWARD OF CONTRACT:

The contract may be awarded to the **lowest** responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the CITY that contracts are awarded only to responsive and responsible bidders. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. The contract award will be announced by a "Letter of Award" and "Notice of Award". The City of

Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the City.

RETURN OF BID BOND:

All bid bonds, except that of the **lowest** bidder, will be returned after the City has awarded a contract. The successful bidder's bid bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing the performance of the work and he payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or bidder's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or express waiver by the City, the bidder shall, or shall cause any carrier engaged by the bidder, to insure all shipments of goods for full value.

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

CONTRACT:

The contract between the CITY and the CONTRACTOR shall consist of (1) the bid documents and any amendments there to and (2) the CONTRACTORS bid. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the bid documents shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the CONTRACTORS bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that his/her bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of this any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the CONTRACTOR shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the CONTRATOR shall violate any of the covenants, agreements or stipulations of any contract, the CITY shall thereupon have the right to terminate any contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the CONTRACTOR under any contract shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The CITY may terminate any contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, documents, plans, data programs and reports prepared by the CONTRACTOR under any contract shall, at the option of the CITY, become its

property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The seller agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt; shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	$$$$$$$$
Plus/minus Change Orders	$$$$$$$$
Total Adjusted Contract Amount	$$$$$$$$
Work Completed to Date	$$$$$$$$
Less Previous Invoices	$$$$$$$$
Less Retainage (if any)	$$$$$$$$
Equals: Balance due this Invoice	$$$$$$$$
Balance Remaining on Contract	$$$$$$$$

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

AUDIT:

It is the responsibility of the vendor to make available at his place of business upon demand, all price lists and other records pertaining to purchases made under the contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Invitation for Bids shall obligate the Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful bidder(s).

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerers, or any person or firm responding to a request for bids.

GOVERNING LAW:

All contracts entered into by the City of Concord shall be governed by the Laws of the State of New Hampshire. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

TIMBER SALE PROSPECTUS
B 12-13

OAK HILL CITY FOREST

Located on
Shaker Road
And

RUSSELL MARTIN PARK

Located on
Iron Works Road
Both owned by the
CITY OF CONCORD
2012

INTRODUCTION

The City of Concord is seeking bids on a clearing project that involves two different sites. One site involves cleaning up some blown down trees from the February, 2010 wind storm at Russell Martin Park, the other is clearing a new vista on the Oak Hill City Forest. There is only a minor amount of merchantable timber on each site.

Acting as agent for the Sellers in the sale is FORECO: Forest Resource Consultants, PO Box 161, Contoocook NH 03229.

DESCRIPTION OF PROJECT

RUSSELL MARTIN PARK

About 20 white pine trees blew down in the 2010 wind storm ranging in diameter from 8 to 18 inches that are now stained and affected by beetles. There are also a few trees that snapped off as well as some stagnated stems (ave 8" diam.) that also need to cut in the area of the blow down. The blown down trees, stagnated stems and snapped off trees are only suitable for chipping. A few healthy sawlog sized stems may need to be cut to access the blown down trees. The log yard will be in an overgrown field on the edge of a dirt parking lot and the maximum skidding distance is about 400 feet. Although there are no wetland issues, the clean-up can only occur on frozen ground.

OAK HILL CITY FOREST

About ¼ acre of forest on a somewhat steep, ledgy slope needs to be cleared to open up a new view off of a hiking trail. The trees on the ledge area are stunted but can be salvaged for firewood totaling around 5 cords. Some oaks at the bottom of the slope will produce high quality sawlogs totaling around 1,000 board feet. A log yard as well as a skid trail from a 2009 harvest can be used to access the site. The vista site is about 2,500 feet from the log yard. There are two pole ford crossings on the skid trails and a temporary culvert needs to be installed in the driveway to the log yard. The cutting can only occur during frozen conditions.

BIDDING PROCEDURE

Attendance at the showing is mandatory in order to submit a bid.

Both sites are to be considered as one project. Whereas timber volumes are minimal, the City will accept the lowest cost bid for the clean-up and clearing work. The **Purchaser** will be responsible for paying any Timber Tax.

The lots will be shown on **December 6, 2012, at 8:00 AM**

Bidders will meet at **Russell Martin Park on Iron Works Road in Concord**. Iron Works Road is located off of Clinton Street adjacent to the Exit 2 Park and Ride. After viewing Russell Martin Park, Bidders will motorcade to the Oak Hill City Forest.

Bid calculation sheets must be received by the City of Concord Purchasing Division, 311 North State Street, Concord, New Hampshire no later than **December 18, 2012 at 2:00 PM.** ***Note: The Purchasing Office has moved to the Combined Operations & Maintenance Facility (General Services Department), 311 North State Street, Concord, NH 03301.***

Bids received after December 18, 2012 at 2:00 PM will be returned unopened.

The Seller reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

The bids shall be submitted on the forms provided. Failure to submit all information called for may be sufficient for disqualification.

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in B12-13. The amount of such bid deposit shall be five hundred dollars ($500), made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Payment and Performance bond in the total amount of one thousand dollars ($1,000).

The Purchaser will have to pay a **Timber Tax bond** before the Intent to Cut Timber form will be signed by the City. Any timber tax bond will be used to pay part or all of the timber tax.

GENERAL CONDITIONS

The Purchaser will be required to provide an insurance certificate, naming the City of Concord and FORECO as additional insured, the meets the minimum requirements for types and levels of coverage as detailed by B12-13 (See Insurance Requirements for All Contractors).

Because the lots are heavily used for recreation, aesthetics are a major concern.

The Purchaser agrees to cease harvesting operations at the option of the Seller or his Agent, should ground conditions deteriorate either throughout the lot, on the skid trails, in the log yard or on the access roads.

The Purchaser shall be responsible for adhering to any City driveway permit or road posting regulations.

BID SUBMISSION CHECKLIST

In order to be considered responsive, each prospective purchaser must submit the following documents, in **one (1) original** as part of their bid:

1. Bid Sheet
2. Alternate Form W-9
3. City of Concord Indemnification Agreement
4. **$500 Bid Bond**

The successful contractor must submit, prior to contract signing, the following documentation:

1. **$1,000 Payment and Performance Bond**
2. Insurance Certificate (Naming the City of Concord and FORECO as **Additional Insured)** that meets the minimum required types and levels of coverage

The successful contractor must pay the **Timber Tax Bond** before the "Intent to Cut Timber" form will be signed by the City.

BID SHEET
B12-13

CITY OF CONCORD
OAK HILL CITY FOREST & RUSSELL MARTIN PARK
2012

THE UNDERSIGNED AGREES TO PROVIDE THE VISTA CLEARING AT OAK HILL CITY FOREST AND BLOW-DOWN CLEAN UP AT RUSSELL MARTIN PARK IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF B12-13, FOR THE BELOW LISTED PRICE:

TOTAL PROJECT COST (written):

_____**Dollars**

TOTAL PROJECT COST (figures):

$_____

The Seller reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information called for and on the forms provided may be sufficient for disqualification.

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA_____

3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North Street
Concord, NH 03301
603-230-3664
603-230-3656 (Fax)
dross@concordnh.gov

Due Date/Time: December 18, 2012, No Later Than 2:00 PM

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO. B12-13 _____

PROJECT: Timber Sale: Oak Hill City Forest & Russell Martin Park _____

CITY'S CONTRACT NO.: B12-13 _____

CONTRACT FOR: Timber Sale: Oak Hill City Forest & Russell Martin Park _____

You are notified that your Bid received and publicly opened on **December 18, 2012** for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to provide the vista clearing at Oak Hill City Forest and blow-down clean up at Russell Martin Park in Concord, NH. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Invitation for Bids (B12-13 and all addenda) and the **CONTRACTOR'S** bid.

The total project cost, shall be as follows:

_____ **Dollars ($_____)**
Written Figures

Payments shall be made to the City of Concord in accordance with the General Terms and Conditions detailed in B12-13.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2012. You must deliver to the **CITY:**

1. One fully executed counterpart of the Agreement.
2. The Contract Security (Bonds) as specified in B12-13:
   a. Payment and Performance Bond in the total amount of **$1,000**
3. Your insurance certificate(s), meeting the minimum required types and levels of coverage, naming the City of Concord and FORECO as additional insured.
4. The timber tax as required.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and your bid bond security and issue a Notice to Proceed and purchase order. In order to ensure prompt payment of all invoices, the purchase order number must be referenced on all invoices.

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to COMMUNITY DEVELOPMENT & PARKS & RECREATION DEPARTMENTS

TIMBER SALE CONTRACT, B12-13

This agreement is entered into on this_____ day of _____, 2012 between the **City of Concord, New Hampshire**, hereinafter called the Seller, and_____, hereinafter called the Purchaser.

PROJECT DESCRIPTION AND PRICE

The Purchaser agrees to provide the Seller with certain services, upon the terms and conditions hereinafter stated, in designated areas at the City-owned **Russell Martin Park on Iron Works Road and Oak Hill City Forest on Shaker Road in Concord, New Hampshire.**

The Purchaser shall remove the blown down trees and cut and remove any designated standing snags and live trees from Russell Martin Park and shall cut and remove all trees from the designated area on the Oak Hill City Forest.

The Seller as signatory to this contract warranties that they are the owner of the trees to be cut or salvaged and has complete authority to enter into this contract for that purpose as described herein.

No trees shall be cut except that designated by the Seller or the Agent.

All designated trees are to be cut and harvested and all merchantable products shall be used in their entirety. Portions of the tree not suitable for sawlog or pulp shall be chipped.

The Seller agrees to pay the Purchaser _____ for the services as described above.

SCALING

Upon completion of the project, the Purchaser shall provide the Seller with a statement detailing the volumes of forest products removed from each site.

METHOD OF PAYMENT

The Seller agrees to pay the Purchaser upon successful completion of the project as determined by the Agent. The Purchaser shall submit a bill for their services when the project is considered completed.

AGENT AND FORESTER

FORECO: Forest Resource Consultants, PO Box 597, Rumney NH 03266, shall be the Agent for the Seller for this timber sale and contract.

PAYMENT AND PERFORMANCE BOND

A payment and performance bond in the amount of $ 1,000.00 shall be tendered by the Purchaser to the Seller and will be returned to the Purchaser upon successful completion of this agreement. This bond shall not be deducted from the last stumpage payment made by the Purchaser to the Seller.

TIMBER TAX BOND

A timber tax bond may be required by the Seller prior to the start of the harvest and shall be applied to the timber tax upon the filing of the "Report of Wood Cut" form. Any overpayment shall be refunded and an underpayment will be billed. The harvest is not considered complete until the Timber Tax is paid in full.

TITLE

All timber products shall remain the property of the Seller, until removed from the site.

All rights granted under this agreement revert to the Seller under this agreement, whether such termination results from the full performance of said agreement, or is so declared by the Seller on account of breach on the part of the Purchaser.

PERIOD OF CONTRACT

All timber purchased under this agreement shall be cut and removed by March 1, 2013 unless an extension of time is granted by the Seller or the Agent.

This contract shall terminate upon completion of the work or upon breach of this contract, however, all obligations created by this contract up to the time of the breach shall survive such termination.

Failure on the part of the Purchaser to comply with any of the conditions herein contained shall, at the option of the Seller in consultation with the Agent, be deemed a breach of this contract.

Should the Purchaser remove all trees which he has the right to remove prior to the termination date of this contract, all his rights to enter upon said premises shall terminate, and upon termination by limitation or otherwise, shall quit the premises in a peaceable manner. All equipment shall be removed from the site within 5 days of successful completion of this contract.

CUTTING

Due to Concord's noise ordinance, logging activity cannot start until 7:00 AM.

The Purchaser agrees to pay the Seller for trees designated to remain that were cut or injured through carelessness at the rate of 5 times the average stumpage price as published by the New Hampshire Department of Revenue Administration.

All trees severed from the stump and containing merchantable material shall be removed. The costs of dealing with trees severed and not removed by the Purchaser shall be deducted from the Performance Bond.

Main skid trails shall follow routes marked by the Agent and shall be cleared of tree growth more than 2" diameter before yarding begins. Smaller growth may be pushed over. All merchantable wood cut in the clearing of the skid trails shall be skidded to the yard as soon as the trail can be used.

All trees shall be sawn or cut down as near the ground as swell of roots or defects will permit, which may require the removal of snow from around the tree. All stumps not cut in accordance herewith and which should have been so cut in the judgment of the Agent, shall be paid for at the rate of $1.00 each. Stumps from tipped or fallen trees shall be up-righted once the trees are severed.

Logging slash, tops, branches, resulting from the harvest or the clearing of skid trails and access roads shall be lopped to within three (3) feet of the ground.

LOGGING

Trees, shrubs, and other areas as fenced off by flagging shall be avoided during felling, logging or hauling activities.

All buttons, bark, chips and waste wood will be removed from the log yard upon completion of the harvesting activity by pushing it aside to the area designated by the Agent and the yard is to be left smooth.

Logs or tree length wood will not be skidded across water courses and drainages unless pole crossings, bridges or culverts are built to prevent the silting of the water course. Such temporary culverts and crossings will be removed as soon as the skidding is completed in the area served by the trail and approved by the Agent. Such crossings are subject to the State of New Hampshire wetland regulations.

The Purchaser shall place water bars and rocks or logs on the skid trails in locations directed by the Agent as soon as the skidding is completed in the area served by the trail.

The Purchaser agrees to cease harvesting operations at the option of the Seller or the Agent should ground conditions deteriorate either throughout the lot, on the skid trails, or on the access roads.

The Purchaser agrees to assume all liability for, and to repair damage caused by logging to ditches, fences, power lines, hiking trails or other improvements on or adjacent to the woodlot that are damaged during the harvest operation.

Trees damaged, root sprung, or hung up during the harvest whether merchantable or not merchantable, shall be felled upon the request of the Agent and utilized.

Felling and yarding of trees and other work pertaining to this operation shall be confined to the sale area and shall be done to preserve the remaining growth from waste or damage.

The Seller or the Agent reserve the right to restrict the size and type of skidding equipment and the manner in which the lot is operated if it determined that unreasonable damage is caused by either. This includes the right to limit the length of saw timber or require that tops and sawlogs be skidded out separately.

HAULING

Location of the log landing or yard shall be approved by the Agent for the Seller before construction or use and blocked off with logs or boulders upon completion of their use.

STATUTORY REQUIREMENTS

A copy of all permits, contracts, and certificates, obtained or entered into by parties to this contract shall be provided in a timely manner to the Agent for the Seller.

The Purchaser agrees to comply with all Federal and State laws or regulations in the performance of this operation. The Purchaser agrees to indemnify and hold harmless the Seller from any and all claims or demands which may be made against it by reason of the Purchaser's operation or violation by the Purchaser of any laws or regulations governing said operations.

The Purchaser assumes all liability for damages and suppression expenses if a forest fire occurs as a direct result of the harvesting operation or because of carelessness of those involved in the harvest.

The **Purchaser** agrees to assume responsibility for payment of the Timber Yield Tax as well as timely filing of Intent to Cut and Report of Wood Cut forms.

The Purchaser shall be responsible for compliance with RSA 227, regarding slash disposal in relation to property lines, public highways, public waters and streams. The Purchaser shall also be responsible for adhering to all wetland regulations.

AGREEMENT

The Purchaser will notify the Agent for the Seller five (5) days before starting to operate any portion of this sale. Should the operation cease for more than five(5) days during the period of this agreement, the Purchaser will notify the Agent or the Seller five days before returning to operate any portion of the sale. The Purchaser shall notify the Agent when he is five (5) days from completing the harvest operation. The Purchaser will indemnify and save harmless the Seller and his authorized Agent from any and all claims and actions concerning lost costs, expenses(including attorney and legal fees), and damages of every kind and description which may be brought or made against the Seller or his Agent on account of or in any manner arising out of the work being done under the agreement, sustained by any person, firm or Purchaser's Agent, employee(s), contractor(s), or subcontractor(s) and shall carry the minimum levels of insurance detailed by B12-13, conditioned to protect the Purchaser(s), or his Agent(s), employees(s), contractor(s), or subcontractor(s) from any loss, costs, damages or expenses in any way arising out of work done by the Purchaser or his Agent(s), employee(s),contractor(s), or subcontractor(s) hereunder.

The Purchaser shall be required to carry the minimum levels of insurance coverage detailed by B12-13. The Purchaser shall provide a certificate of insurance for this coverage and shall name the Seller and its Agent as additional insured.

The Purchaser agrees to observe all restrictions and provisions of this contract and to conform to the directions and instruction given by the Seller and the Agent. The Seller and the Agent reserve the right to stop the timber operation if the conditions of this contract are not being observed.

The Purchaser agrees not to assign this agreement in whole or in part without written consent of the Seller or the Agent.

All disagreements and disputes, if any, arising under the terms of this agreement, either by law, in equity or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state this agreement shall be deemed to have been executed. No action at law, or equity or by arbitration, shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

In witness whereof the parties hereto set their hands on the day and year first above written.

WITNESSETH	BY SELLER	DATE:
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---	---	---
WITNESSETH	BY PURCHASER	DATE:
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NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO. B12-13_____

PROJECT: Timber Sale: Oak Hill City Forest & Russell Martin Park _____

CITY'S CONTRACT NO.: B12-13_____

CONTRACT FOR: Timber Sale: Oak Hill City Forest & Russell Martin Park_____

_____
(Purchaser)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed and coordination with the City's Agent. At that time, you are to start performing your obligations under the Contract Documents. In accordance with the Timber Sale Contract, the date of completion is to be **not later than March 1, 2013**.

In accordance with B12-13, before you may start any Work at the site you must deliver to the CITY:

1. The Contract Security (Bond) as specified in B12-13: Payment and Performance Bond in the total amount of **$1,000;**

2. Your insurance certificate(s), meeting the minimum required types and levels of coverage, naming the **CITY** and FORECO as additional insured; and

3. The timber tax as required.

CITY OF CONCORD, NEW HAMPSHIRE_____
(CITY)

By _____
(Authorized Representative)

PURCHASING MANAGER_____
(Title)

COPY to COMMUNITY DEVELOPMENT & PARKS & RECREATION DEPARTMENTS

Alternate Form W-9 (rev 01/08)	**Request for Taxpayer Identification Number and Certification**	Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership ☐
☐ Other

Exempt from backup withholding ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)
City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	**Employer Identification number –**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must
provide your correct TIN.

Sign Here	**Signature of U.S. Person**	**Date:**

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether of not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE
B12-13, TIMBER SALE: OAK HILL CITY FOREST & RUSSELL MARTIN PARK
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS HEREBY A
PROVISION OF ANY CONTRACT

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

DATE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

City of Concord, New Hampshire
B12-13, Timber Sale: Oak Hill City Forest & Russell Martin Park

Insurance Requirements for All Contractors

Additional Coverage is Required if Checked	*Minimum Limits Required*
Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations Agg.	$2,000,000
Personal and Advertising	$1,000,000
Each Occurrence Injury	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 10,000
☐ Occurrence	
☐ Claims Made	
Additional Coverage to Include	
☐ Owners & Contractors' Protective – Limit	NA
☐ Underground/Explosion and Collapse	
Commercial Automobile Liability	
Combined Single Limit	$1,000,000
☐ Any Auto, Symbol 1	
☐ Include Employees as Insured	
Additional Coverage to include:	
☐ Garage Liability	NA
☐ Garage Keepers Legal Liability	NA
Workers Compensation	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee $100,000/$500,000/$100,000	
Commercial Umbrella	
May be substituted for higher limits required above	$1,000,000
☐Follow Form Umbrella on ALL requested Coverage	
Other	
☐ 1. Professional/Errors & Omissions	NA
☐ 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
☐ 3. Installation Floater (Equipment)	NA
☐ 4. Riggers Liability	NA
☐ 5. Environmental – Pollution Liability	NA
☐ 6. Aviation Liability	NA
☐ 7. Watercraft – Protection & Indemnity	NA

The City of Concord and FORECO must be named as Additional Insured

City of Concord, New Hampshire

Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 North State Street, Concord, NH 03301

(603)225-8530 FAX (603)230-3656

www.concordnh.gov/Purchasing

Reference: B12-13

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids (B12-13, Timber Sale: Oak Hill City Forest & Russell Martin Park) for the following reasons:

_____ Item not supplied by our company.
_____ Bid specification (give reason(s), e.g., too restricted, not clear, etc,):
_____
_____ Profit margin on municipal bids too low.
_____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc)_____
_____
_____ Insufficient time allowed to prepare and respond to bid request.
_____ Bid requirement too large_____ or too small _____ for our company.
_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
_____ Other reason(s), please specify:
_____
_____
_____

Company Name and
Address:_____
_____
_____

Phone: ( )_____

_____ _____
(Signature) (Typed/Printed Name & Title)