



CITY OF LEBANON
DEPARTMENT OF PUBLIC WORKS
193 Dartmouth College Highway
Lebanon, NH 03766

REQUEST FOR PROPOSALS

Hazardous Waste Soils Removal and Disposal 20 Spencer Street

Lebanon, NH

Former Department of Public Works Facility

1. General:

The City of Lebanon, New Hampshire (hereafter referred to as the CITY) is seeking the services of a Contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in New Hampshire for the legal disposal of hazardous waste soils located at 20 Spencer Street, Lebanon, NH. Refer to the attached Figures 1 through 4 for additional information about location of the work, and work areas. Interested and qualified CONTRACTORS should respond to this request on or before the time due for submission.

Following the receipt of the proposals, City staff shall evaluate the proposals and review for selection,

Emphasis in selecting a CONTRACTOR shall be placed on the CONTRACTOR's ability to complete the work in the time frame requested.

2. Statement Submission:

In order to be considered responsive, proposals must be submitted to:

Brian Vincent, P.E., City Engineer
Department of Public Works, City of Lebanon, NH
193 Dartmouth College Highway
Lebanon, NH 03766
603-448-3112
Email: brian.vincent@lebanonnh.gov

Proposals must be received no later than, **October 7, 2021, at 2:00pm** to be eligible for consideration by the City. Proposals shall be submitted in a sealed envelope, which is clearly marked “**20 Spencer Street Soil Disposal RFP**”.

3. Guidelines for Prospective CONTRACTOR:

It is the policy of the CITY that Contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- b. Have the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance and documented successful completion of similar projects.

4. Timetable/Submittal:

Non-Mandatory pre-proposal meeting, September 29, on site (20 Spencer Street) at 11:00am:

Proposals:	Due: Tuesday, October 7, 2021, at 2:00pm.
Selection:	On or about: October 21, 2021
Work Schedule:	Substantial Completion: December 15, 2021 Final Completion and Acceptance: January 2, 2022

5. Limitations:

This Request for Proposals does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the CITY to do so. The quantities that will be awarded would depend on final proposal pricing and budget limitations.

6. Revisions to the Request for Proposals:

Any questions or inquiries must be submitted **in writing** and must be received by **Brian Vincent, P.E., City Engineer**, no later than five (5) calendar days before the proposal date in order to be considered. Any changes to the work scope will be provided to all CONTRACTORS of record.

Sections 7 through 21 and Appendices A, B and C are shown for the information of the proposed CONTRACTOR, and will be part of the Terms and Conditions governing the Contract.

7. Insurance:

The Contractor shall, at its sole expense, obtain and maintain the following types of insurance, with an insurance company licensed to do business in the State of New Hampshire with a financial rating of A- or better in "Best's Insurance Guide", and for the following minimum amounts:

	Limits
A. Workers' Compensation Statute	Per New Hampshire
B. Employer's Liability Insurance	\$1,000,000
C. Comprehensive General Liability*	\$1,000,000 per occurrence/ \$2,000,000 in the aggregate

Comprehensive General Liability Insurance shall include coverage for all claims of personal injury, bodily injury, sickness, disease, or death (including coverage for acts of Consultant's officials and employees), and broad form property damage (including loss of use resulting there from) and for completed operations.

D. Comprehensive Automobile Liability*	
Bodily Injury	\$1,000,000 per occurrence/
Property Damage	\$2,000,000 in the aggregate
E. *Comprehensive Liability Umbrella Coverage	\$2,000,000 in the aggregate

Prior to the start of Work, the Consultant shall provide Certificates of Insurance to the City showing policy coverage of all of the above types of insurance with the coverage and limits as indicated above and, thereafter, on an annual basis for the duration of this Agreement and also at the termination of the Agreement, as evidence that policies providing the required coverage, conditions and limits are in full force and effect for the required period of time. Such Certificates shall identify this Agreement and contain provisions that coverage will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City.

The City, to include its officers, agents and employees, shall be named as an additional insured on all insurance required under this Agreement except for Professional Liability.

8. Contract Award:

Any Contract entered into by the CITY shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. **The Contract shall be a 'Not to Exceed' without prior written approval.**

Modifications After Award:

The CITY reserves the right to incorporate quantity modifications which may be required. The CONTRACTOR will incorporate these changes at no additional fee cost but may protest such action and not be bound by any such request if he can prove that the timing or extent of the modification implies a major effort on his part.

Payment Schedule:

Invoices are due in duplicate and payable monthly by the third Friday of the following month.

Invoices are to be for the actual dollar value of the services provided.

Unless otherwise stated, payment will be net thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after date of acceptance of work that meets contract requirements.

9. Dispute Resolution:

Any controversy arising out of or relating to this Agreement or the breach hereof shall be resolved in the following manner:

First, the parties will attempt to resolve such disputes through direct negotiations between appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties will attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the mediator and parties. Third, if any controversy arising out of or relating to this Agreement remains unresolved after the above steps, it may be resolved by arbitration or by a judicial process at the Grafton County Superior Court. If the parties choose arbitration, they shall define and agree on the scope of the disputed issue in writing and then select an arbitrator. In the event the parties are unable to agree on the issue and scope of dispute prior to submission to arbitration, the dispute will be resolved in court.

If there is agreement to proceed with arbitration, the arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Lebanon, New Hampshire. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by

one party to the other party, unless otherwise agreed. In the event the parties are unable to agree on an arbitrator, application can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall have the power to interpret any provision of the Agreement contained herein but not the power to amend, reform or revise the Agreement. Any errors of law in any award of an arbitrator shall be reviewable in an appeal to the superior court as if brought there in the first instance, in addition to those issues reviewable under RSA Chapter 542.

10. Termination by Default:

In the event the CONTRACTOR shall fail to perform as required under this Contract, the CITY shall then give notice to the CONTRACTOR in writing describing the default, the action to cure the default and the time within which the default is to be cured. If the CONTRACTOR does not cure the default within the time prescribed by the CITY, then the CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by the CONTRACTOR shall, at the option of the CITY, become its property. If the contract is terminated by the CITY, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made and less payments made by the CITY to another contractor to complete the Contract.

11. Termination for Convenience of the CITY:

The CITY may terminate the 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 documents and materials, at the option of the CITY become its property. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made by the CITY.

12. Indemnification:

The CONTRACTOR shall fully indemnify, defend (with counsel acceptable to the City), hold harmless and reimburse (collectively "indemnify" and "indemnification") the City and its employees, officers, representatives and agents (collectively "Indemnified Party") from and against any and all claims, demands, actions, suits, damages, losses (including without limitation, loss of use), settlements, judgments, liabilities, obligations, penalties or fines, defenses, proceedings, cost disbursements or expenses of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, investigative and discovery costs and court costs at all levels, which may at any time be imposed upon, incurred by, asserted against, or awarded against the City, arising out of or resulting from the acts or omissions of the CONTRACTOR related to its performance under this Agreement. Without limiting the foregoing, any and all claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of

any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnification hereunder. In the event CONTRACTOR is requested but refuses to honor the indemnification obligations hereunder, CONTRACTOR shall, in addition to all other obligations, pay to the City the cost of bringing any action at law or in equity, including but not limited to attorneys' fees, to enforce this indemnity. This obligation to indemnify as provided herein shall survive the termination or expiration of this Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of the City, which immunities are hereby reserved to the City.

13. Contract:

The Contract between the City of Lebanon and the CONTRACTOR shall consist of (1) the Request for Proposals (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the City of Lebanon 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 stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The CONTRACTOR is cautioned that his proposal shall be subject to acceptance without further clarification.

14. Protect Timetable:

Work shall be substantially complete by December 15, 2021. Projected work schedule to be provided after selection and prior to commencement of work.

17.3 PROJECT COMMENCEMENT

No later than thirty (30) days following mutually agreed upon written schedule, purchase order, and the date of the notice to proceed.

17.4 FINAL COMPLETION

January 2, 2022

17.5 BID SUBMITTAL REQUIREMENTS

Refer to "Bid Conditions" associated herein with the Bid Form

18.0 Contract Requirements:

A CITY Standard Contract will be entered into with the CONTRACTOR with the proposal being an attachment to the contract including this Scope of Services. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the CITY as additional insured. The bidder shall provide a construction schedule as part of the bid submittal.

The Contractor will be responsible to provide a detailed approach to complete the project including the staging area as part of the contract. The former Department of Public Works yard (located at 20 Spencer Street) is available for staging with the condition that the Contractor coordinate with DPW and does not interfere with any concurrent activities and/or normal daily DPW operations.

Crede Associates, Inc. and the City of Lebanon, Department of Public Works will oversee the soil disposal operations and site restoration of the project.

19.0 Vendor Qualifications

The Bidder shall list qualifications and financial stability and references on similar projects.

20.0 Preparation of Proposals:

Proposals shall be submitted on the forms provided and must be signed by the CONTRACTOR or his authorized representative.

CONTRACTOR must provide a proposal on all items appearing on the proposal form unless specific directions in the advertisement or on the proposal form allow for partial bids. Failure to include on all items may disqualify the proposal.

Unless otherwise stated in the proposal, prices identified shall remain in effect for a period of thirty (30) days after the date and initial time for receipt of proposals.

Contractor fully understands that time is of the essence for this project and acknowledges the completion date.

20.0 Scope of Work:

SCOPE OF WORK

Item#	Description of work
1	Hazardous Waste Soil Removal/Disposal: Removal and disposal of up to 800 tons of PCB-impacted soil as described in these Contract Documents and Specifications. See Figure 3.
2	Additional Hazardous Waste Soil Removal/Disposal: Each additional 10 tons of removal and disposal of PCB-impacted soil and associated Site restoration as described in these Contract Documents and Specifications. See Figure 3.
3	Hazardous Waste Soil Removal/Disposal: Removal and disposal of up to 25 tons (10'x10' area, 5' deep) of benzene-impacted soil as described in these Contract Documents and Specifications. See Figure 4.
4	Additional Hazardous Waste Soil Removal/Disposal: Each additional 5 tons of removal and disposal of PCB-impacted soil and associated Site restoration as described in these Contract Documents and Specifications. See Figure 4.
	<p>Incidental to Items 1-4:</p> <p><u>Mobilization:</u> Contractor shall provide Site preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Site of the work; and for all other work and operations which must be performed or for costs which must be incurred prior to beginning work.</p> <p><u>Temporary Fencing:</u> Contractor to provide 4-foot-high temporary fencing (e.g., orange snow fence) around entire work area to secure area during work activities. This is intended to indicate to the public that the Site is off limits during work activities. Contractor shall maintain the fencing throughout the performance of this work and remove the fencing at the completion of the project.</p> <p><u>Temporary Utilities:</u> Contractor to provide all temporary facilities (electric, sanitary, wastewater, etc.) necessary for the completion of work. Contractor is responsible for providing adequate water to the Site either by coordinating with the City of Lebanon Water Department to install an adaptor and backflow on the water line at the Site or supplying water trucks.</p> <p><u>Traffic Control:</u> Contractor to provide traffic control for construction vehicles entering and leaving Spencer Street.</p> <p><u>Dust Control:</u> Contractor shall use water sprinkling, temporary enclosures, and other suitable methods to limit visible dust and dirt rising and scattering in the air to the lowest practical level (see Section 01562). Dust control measures shall be implemented during</p>

	<p>demolition, soil removal, and Site restoration such to meet Federal, State, and local air-quality regulations.</p> <p><u>Bid/Payment & Performance Bond:</u> The contractor must submit a Payment and Performance bond equal to 100% of the contract price with a corporate surety approved by the Town within 7 days after the NOTICE OF AWARD is issued to the CONTRACTOR. A bid bond will not be required.</p> <p><u>Site Restoration and Stabilization:</u> Restoration of the site will include all necessary acceptable soil refill material (granular common fill and/or gravel), compacted to industry standards.</p>

BID FORM

The following conditions apply to this Bid Form:

BID CONDITIONS:

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract agreement with the Owner to perform and furnish all Work as specified or indicated in these Contract Documents for the Bid Price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. The Contract Agreement to be used for the Project is included as **Section 00200**.

This Bid will remain subject to acceptance for sixty (60) days after Bid opening.

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Contract Documents and the following Addenda, receipt of all of which is hereby acknowledged:

Addenda Number	Date
_____	_____
_____	_____
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the locale, and all Site conditions that may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the Site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- f. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner or Owner's Environmental Professional.

The contract award date is scheduled for **October 21, 2021**. Bidder acknowledges that Bidder has capacity and capabilities to start work and complete the project scope by **January 2, 2022**. Existing Conditions: A Site Location Plan, a PCB Sample Location Plan, a Proposed PCB-Impacted Soil Removal Plan, and a Proposed Benzene-Impacted Soil Removal Plan are included as **Figures 1 through 4**.

Scope of Work and Technical Requirements: Bidder is required to complete the following scope of work as part of these Contract Documents:

- h. Testing: In addition to being responsible for obtaining all necessary approvals for disposal facility acceptance, Contractor shall also responsible for completing any necessary waste characterization sampling and analysis. Any and all costs incurred by the Contractor for waste characterization will be the responsibility of the Contractor. The Contractor shall also be responsible for any testing related to:

The Owner's Environmental Professional will complete any and all required excavation confirmatory sampling. The Owner is responsible for any and all costs associated with confirmation sampling of the excavations.
- i. Permitting, Approvals & Disposal Facility Acceptance: Contractor is responsible for identifying and obtaining any local/state permits (examples include, but are not limited to: DigSafe, excavation, utility disconnection, waste disposal facility acceptance, etc.) to implement the work. The cost of all permitting will be the sole responsibility of the Contractor; however, the City of Lebanon plans to waive any local permit fees.
- j. Safety: Contractor shall be solely responsible for meeting current and applicable requirements of the Occupational Safety and Health Administration (OSHA). The Owner is not responsible for the safety compliance of Contractor, their employees, or subcontractors.
- k. Submittals: Contractor is required to provide to Owner or Environmental Professional the following submittals as part of the project. The following submittals must be completed and approved/acknowledged in writing (email is acceptable) by the Owner or Owner's

Environmental Professional prior to initiating related Site work associated with this contract:

- i) An OSHA compliant Construction Worker Site Health & Safety Plan that includes the following items: Documentation of OSHA 40-hour HAZWOPER training, current 8-hour refresher, and confined space entry training for all Site workers that may potentially come into contact with contaminated soil. No Contractor work can begin until the plan is received and acknowledged by the Owner's Environmental Professional.
- ii) Copies of all testing results, notifications, permits, approvals, and waste facility acceptance documentation for approval prior to implementing work. At a minimum, these will include:
 - (1) DigSafe Ticket.
 - (2) Waste characterization laboratory analytical results
 - (3) Waste facility acceptance documents
 - (4) Identification and contact information of waste transportation and any other subcontractors.
- iii) Contractor to provide International Code Council certification for personnel trained in decommissioning tanks.
- iv) Contractor to provide name and address of licensed waste disposal facility/facilities and transport subcontractor(s), for contaminated soil.
- v) Contractor to provide Scope and Project Schedule detailing the proposed project sequencing and associated timing.
- vi) Contractor to provide proof of insurance listing the Owner as "additional insured"
- vii) The following submittals must be completed and approved in writing (email is acceptable) by the Owner during or after completion of related work:
 - (1) Dust Control Plan specified in **Section 01562**.
 - (2) Environmental Protection Plan specified in **Section 01570**.
 - (3) Backfill certification, daily stockpile inspection logs, and tracking records specified in **Section 02300**.
 - (4) At the conclusion of the work activities, Contractor is to provide to Owner copies of signed manifests, Bill of Ladings, and weight slips for disposal of all waste materials following offsite disposal as part of project closeout.
1. Mobilization: Contractor shall provide Site preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Site of the work; and for all other work and operations which must be performed or for costs which must be incurred prior to beginning work.

- m. Temporary Fencing: Contractor to provide 4-foot-high temporary fencing (e.g., orange snow fence) around entire work area to secure area during work activities. This is intended to indicate to the public that the Site is off limits during work activities. Contractor shall maintain the fencing throughout the performance of this work and remove the fencing at the completion of the project.
- n. Temporary Utilities: Contractor to provide all temporary facilities (electric, sanitary, wastewater, etc.) necessary for the completion of work. Contractor is responsible for providing adequate water to the Site either by coordinating with the City of Lebanon Water Department to install an adaptor and backflow on the water line at the Site or supplying water trucks.
- o. Traffic Control: Contractor to provide traffic control for construction vehicles entering and leaving Spencer Street.
- p. Dust Control: Contractor shall use water sprinkling, temporary enclosures, and other suitable methods to limit visible dust and dirt rising and scattering in the air to the lowest practical level (see **Section 01562**). Dust control measures shall be implemented during demolition, soil removal, and Site restoration such to meet Federal, State, and local air-quality regulations.

Wet suppression will be applied on a routine basis as necessary to control dust. Several applications per day may be necessary to control dust depending upon weather conditions and work activity. At a minimum, wet suppression shall be applied to the demolition area, excavation area, haul roads, and exposed soils and dirt.

Haul truck cargo areas shall be securely and completely covered during material transport on public roadways. Vehicles leaving the Site shall have no visible mud or dirt on the vehicle body or wheels. Any foreign matter on the vehicle body or wheels will be physically removed prior to vehicle's entering of a public roadway. Vehicles will not be permitted to leave the Site with visible mud or dirt that has the potential to be deposited on public roadways. If mud or dirt is tracked onto the public roadway it must be immediately collected and brought back to the Site using hand tools, a street sweeper, etc. All costs associated with dust control are the responsibility of the Contractor.

- q. Extent of Excavation: Contractor shall remove and properly dispose of contaminated soil in accordance with **Section 02300** and **02610**. Contractor shall coordinate with the Owner's Environmental Professional for collection of confirmatory sampling to ensure all PCB-impacted soil and benzene-impacted soil from the respective excavation areas has been removed. The Owner's Environmental Professional requires a minimum of 72-hours' notice in advance of commence excavation activities.
- r. Environmental Protection: Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumen, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams. Special measures should be taken to insure against spillage of any pollutants into public waters.

Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them if it is not necessary to remove the contaminated materials. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Owner. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. Contractor shall, in any event, be responsible for any damage resulting from such use.

Contractor to install silt fence or other appropriate erosion and sedimentation control (e.g., erosion control mix, straw waddles, etc.) around perimeter of downslope work area in accordance with **Section 1570**. If silt fence is used, it shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a 22-foot wide, continuous length support netting, and stapled to pre-weathered oak posts. The oak posts shall be 1½-inches by 1½-inches (Minimum Dimension) by 48 inches and shall be tapered. The support netting shall be industrial strength polypropylene. The bottom edge of the sediment control fabric shall be buried. The sediment control fabric shall conform to the following properties:

Property	Value	Test Method
1. Grab Strength (lbs.)	124	ASTM D-4632
2. Elongation (%)	15%	ASTM D-4632
3. Puncture Strength (lbs.)	65	ASTM D-4833
4. Burst Strength (psi)	300	ASTM D-3786
5. Trapezoid Tear (lbs.)	60	ASTM D-4533
6. Equivalent Opening Size (U.S. Sieve)	No. 30	ASTM D-4571
7. Permittivity (sec ⁻¹)	0.10	ASTM D-4491
8. Water Flow Rate (gal/min/sf.)	10	ASTM D-4491
9. UV Resistance (%)	70	ASTM D-4355

The silt fence shall be Mirafi Envirofence manufactured by Mirafi, Inc. or approved equivalent.

- s. Site Restoration: Contractor shall manage soil and Site restoration in accordance with **Section 02300**. In addition, all temporary facilities, erosion control, and temporary fencing materials shall be removed from the Site at the completion of work.

Contractor certifies that it shall not sublet, sell, transfer, assign, or dispose of any portion of the Contract or Contracts without written consent of the Owner. Any subcontracts, or transfer of Contract, shall not relieve the Contractor of liability under the Contract.

Bidder will complete the work for a Lump Sum Bid Contract Price being the amount presented on the following page. In the case of a discrepancy, the unit cost entered for the unit in the Base Bid will govern. In the event of discrepancies, unit prices expressed in words shall govern over unit prices expressed in figures; and unit prices shall govern over extended totals.

BID ITEM #	DESIGN DRAWING NUMBER	DESCRIPTION AND UNIT PRICE (in words)	UNIT OF MEASURE	QUANTITY	UNIT PRICE (in figures)	TOTAL (in figures)
<u>OPTION 1</u> PCB-impacted soil removal and disposal, and Site restoration	Attachment 2, Figure 3	Removal and disposal of up to 800 tons of PCB-impacted soil as described in these Contract Documents and Specifications, At _____ _____ _____ Dollars per Unit.	tons	800		
<u>OPTION 2</u> Each additional 10 tons of contaminated soil removal, and site restoration	Attachment 2, Figure 3	Each additional 10 tons of removal and disposal of PCB-impacted soil and associated Site restoration as described in these Contract Documents and Specifications, At _____ _____ _____ Dollars per Unit.	tons	10		
<u>OPTION 3</u> Benzene-impacted soil removal and disposal, and Site restoration	Attachment 2, Figure 4	Removal and disposal of up to 25 tons of benzene-impacted soil as described in these Contract Documents and Specifications, At _____ _____ _____ Dollars per Unit.	tons	25		
<u>OPTION 4</u> Each additional 5 tons of benzene-soil removal, and site restoration	Attachment 2, Figure 4	Each additional 5 tons of removal and disposal of benzene-impacted soil and associated Site restoration as described in these Contract Documents and Specifications, At _____ _____ _____ Dollars per Unit.	tons	5		

PLEASE SUBMIT A LIST OF LIKELY SUBCONTRACTORS AND THEIR ROLES WITH THIS BID, INCLUDING ANY LOCAL CONTRACTORS TO BE USED AND THEIR LOCATION OF BUSINESS.

PLEASE SUBMIT A PROPOSED SCHEDULE OF WORK.

- Certificate of Insurance
- 5% Bid Bond Required

Work Incidental to the Contract: The following work is required but is considered incidental to the Contract and shall not be compensated for:

- a. Compliance with the Contract Documents
- b. Development of Scope and Sequence of Work, Project Schedule, and Schedule of Values
- c. Project Meetings, Communications, Management, and Administration
- d. Mobilization/Demobilization
- e. Temporary Facilities (if needed)
- f. Environmental Protection
- g. Temporary Fencing
- h. Excavation of contaminated soils
- i. Dust Control
- j. Traffic Control
- k. Handling, Transportation, and Disposal of Excavated Materials
- l. Submittals
- m. Site Restoration and Backfill
- n. Clean Up
- o. Project Closeout

The Contract will be awarded by the Owner **to the lowest responsive bidder and in the best interest of the Owner.**

Owner reserves the right to accept or reject any or all Bids if determined to be in the best interests of the Owner.

Owner will strongly consider local Bidders, and the Bidders use of local subcontractors as being in the interests of the Owner.

Communications concerning this Bid shall be addressed in writing to:

CONTRACTOR CONTACT

Name _____

Business address _____

Phone Number _____

Questions regarding the terms used in this Bid shall be directed in writing to the Owner and Environmental Professional.

OWNER CONTACT

Name Brian Vincent, City Engineer

Business address City of Lebanon
Department of Public Works
193 Dartmouth College Highway
Lebanon, New Hampshire 03766

Email Brian.vincent@lebanonnh.gov

ENVIRONMENTAL PROFESSIONAL CONTACT

Name Judd Newcomb, LG, PG, Project Manager

Business address Credere Associates
776 Main Street
Westbrook, Maine

Email jnewcomb@crederellc.com

Submitted on _____
(Month) (Day) (Year)

State Contractor License Number _____

IF Bidder is:

An Individual

By _____ (SEAL)
(Signature of Person Authorized to Sign)

Title _____

Doing business as _____

Business address _____

Phone Number _____

A Partnership

By _____ (SEAL)
(Firm Name)

General Partner _____
(Signature of Person Authorized to Sign)

Business address _____

Phone Number _____