

Town of Raymond, New Hampshire

**Request for Proposals**  
for  
**2023 Backwash Lagoon 1 Sludge Cleaning**

**INTRODUCTION**

The Town of Raymond hereinafter, "Town" is a municipal corporation in the State of New Hampshire, in the County of Rockingham, with an official place of business of Town Office, 4 Epping Street, Raymond, NH 03077.

It is the intent of the Town to enter an agreement, through its Town Manager with the selected contractor for cleaning and removal of sludge in the backwash lagoon at the Water Treatment Plant.

Bids will be received by the Town of Raymond, New Hampshire, at the Public Works Office until **3:00 p.m. Friday, March 3, 2023.**

Each bid must be submitted in a sealed envelope addressed to Stacey Grella, Old Fire House, 4 Epping Street, Raymond, New Hampshire 03077. Each sealed envelope containing "Bid" must be plainly marked on the outside as "**Bid for Lagoon Sludge Cleaning 2023**".

**All Bids must be made on the attached Bid Form.**

The Town Manager reserves the right to waive any informalities or minor defects in the Bid and/or reject any and/or all Bids, for whatever reason is determined to be in the best interest of the Town of Raymond.

**SCOPE OF WORK**

The contractor will be required to Dig Safe and excavate to the sand bed bottom of the Backwash Lagoon # 1 and remove the Sludge as well as removing debris from the slopes and the lagoon divider. The slopes and bed bottom of the lagoon will be cleaned and shaped to original design specification.

Materials will be transferred off site and be disposed at an approved landfill. The Raymond water Division will obtain all permits and paperwork required to dispose of the material. The Contractor will be responsible that sludge material is in the best solid form to avoid spilling or leaking out of the body of the vehicle during transportation to the approved landfill.

The Contractor will be responsible for any fuel or Hydraulic leaks from equipment or trucks on the property during the project. The contractor will need the appropriate spill containment equipment on site should it be needed. **All fueling operations will be conducted off the property.**

The Contractor will supply the Water Division copies of the amount of sludge material that was disposed of at the approved landfill.

**PRODUCTS**     N/A

**EXECUTION**

- a. The Contractor will Dig Safe and inspect the Lagoon # 1 sludge depth as well as the slopes and divider to see how much debris removal work will need to be performed.

- b. The Contractor will ask the Water Division for the original Lagoon design Specification before work is performed.
- c. The Water Division will supply the contractor with all the appropriate permits and paperwork to remove the lagoon sludge.
- d. After the town has all the permits and paperwork to remove the sludge. The Contractor may prep the lagoon at any time but will not remove the sludge unless the weather conditions are favorable to avoid getting the material wet and leaking on to the ground during transportation.
- e. During excavation the Contractor will clean the Lagoon to the sand bed bottom without disturbing original grade. The contractor will be responsible to replace the sand if over excavated with sand that is not contaminated and will need to show proof that it is not contaminated.
- f. All trucks will be equipped with load covers and gate locks to prevent materials from accidentally spilling on to the property or the roadway during transportation. All material being removed must be dry or materials added to prevent it from being wet and leaking out of the body of the truck.
- g. The Contractor will observe during the project to ensure that any leaks that occur on trucks or equipment is properly contained and cleaned up properly. **(See Scope of Work) All fueling operation will be performed off site.**
- h. The Water Division will supply the Driver with the appropriate paperwork to dispose of the material to the approved Landfill.
- i. The Contractor will provide the Water Division with copies of the slips from disposal.

### **INSPECTION**

- a. The lagoon will be inspected before and after the project by the Contractor as well as the Water Foreman for project approval.
- b. The Contractor will observe and clean up any leaks from trucks or equipment during the project.
- c. The Contractor will inspect that all trucks hauling material off the property are secured to prevent spills on the property or the roadways.

### **RESPONSE TO RFP**

Interested contractors shall provide the Town with a written proposal outlining experience, references, materials to be used, cost, time frame, methods, services to be provided by the contractor and services anticipated to be required from the Town. Include a list of your key personnel to be used for this contract and their level of expertise.

All material submitted in response to this RFP shall become the property of the Town and shall not be returned.

### **BIDDER QUALIFICATIONS**

The Director of Public Works shall make such investigations as deemed necessary to determine the ability of the Bidder to perform the work. No award may be made to any Bidder who cannot meet the following requirements.

- a. Shall not have defaulted on any previous contracts within the prior three years
- b. Shall maintain a permanent place of business
- c. Shall have adequate personnel and equipment to perform the work expeditiously
- d. Shall have suitable financial status to meet obligations of the work

- e. Shall not have failed to complete previous contracts on time
- f. Shall have completed a minimum of three similar projects
- g. Shall have successfully completed similar work on State NHDOT projects

The Town Manager reserves the right to reject any Bid if the foregoing requirements are not satisfied or if any evidence fails to satisfy the Director that such Bidder is properly qualified.

### **CONSIDERATIONS AND LIMITATION**

The major consideration for the Town is the prompt and efficient work and the most economical manner, at the most reasonable price, with the least amount of traffic disruptions.

This solicitation does not commit the Town to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for any services or supplies.

The Town reserves the right to reject or accept any and/or all the proposals received for any reason which the Public Works Director determines is in the best interest of the Town. **Selection shall not be made purely on price alone.**

Further, the Town reserves the right to negotiate with any and/or all qualified sources, or to cancel in part, or in its entirety the solicitation for whatever reason is determined by the Town Manager to be in the best interests of the Town. The Town reserves the right to eliminate portions of the work.

### **COMMENCEMENT**

It is the Town's intent to have the selected contractor begin the Lagoon Cleaning Project at a mutually agreeable start date and following the execution of a contract and the acceptance insurance certificates. The selected low bidder shall be expected to begin the work in a prompt manner and complete the work in a timely fashion. **All work to be completed no later than May 12, 2023.**

### **MEASUREMENT AND PAYMENT**

No payment will be made for the work or portions of the work that do not meet the requirements of this RFP.

### **INDEMNIFICATION AND INSURANCE**

The Contractor shall defend, indemnify and hold harmless the Lessee, its officers and employees, from and against any and all losses suffered by the Lessee, its officers and employees and any and all claims, liabilities or penalties asserted against the Lessee, its officers, and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

The Contractor shall obtain and maintain in force during the term of the contract, Commercial General Liability and Comprehensive Liability; Excess Liability and Property Liability insurance including contractual coverage, in amounts noted below:

#### *Minimum Limits of Liability:*

*\$1,000,000 each occurrence*

*\$1,000,000 personal & adv. injury*

*\$2,000,000 general aggregate*

*\$2,000,000 products / completed operations aggregate*

*\$5,000 medical expenses (any one person)*

Prior to the beginning of the contract the Contractor shall provide a Certificate of Insurance demonstrating the required insurance coverage. The policy shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the Town of Raymond and authorized to do business in the State of New Hampshire. Each

policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the Town of Raymond.

All liability policies shall include the Town of Raymond, New Hampshire as named as additional insured.

- a. The Contractor's insurance shall be primary in the event of loss.
- b. The additional insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the Contractor, including the Town of Raymond's general supervision of the Contractor.
- c. The Town of Raymond, New Hampshire shall be listed as a Certificate holder and additional insured.
- d. Insurance Certificates must be provided prior to commencement of work.

To the extent that this is applicable, the Contractor hereby agrees to purchase and maintain as required by the law the appropriate workmen's compensation insurance to cover all claims of employees of said Contractor; should the Contractor fail to purchase and maintain such insurance, and should the Town of Raymond be found liable to employees of the Contractor, the Town of Raymond may recover the amount of any compensation paid to employees of the Contractor and any expenses relating thereto.

Workers' Compensation coverage limit shall be provided when required by statute:

*Limits of Liability: Coverage A - Statutory*

<i>Coverage B:</i>	<i>Each accident</i>	<i>\$2,000,000</i>
<i>Disease:</i>	<i>Each employee</i>	<i>\$2,000,000</i>
<i>Disease:</i>	<i>Policy Limit</i>	<i>\$2,000,000</i>

**PERMITS**

It shall be the responsibility of the contractor to identify and secure all federal, state, and local permits which may be required and necessary to perform all aspects of the work to be performed.

**PERSONNEL**

The selected contractor shall provide qualified licensed and safety trained personnel through the duration of the contract to perform all tasks proposed.

**HOLIDAYS**

The contractor shall not be allowed to work on the holiday

**BONDS**

No bid or performance bonding is required.

**END OF SECTION**

Lagoon Cleaning Tasks  
Bid Sheet  
*(Please itemize any applicable costs)*

Mobilization of Trucks & Equipment \$ \_\_\_\_\_

Approved Sand for Bedding if Over Digging is Needed  
(Non contaminated) \$ \_\_\_\_\_

Remove Sludge to Bed/Bottom/Clean Debris and Grade Lagoon Banks \$ \_\_\_\_\_

Binding Material if Sludge is Wet \$ \_\_\_\_\_

Transportation of Sludge to Approved Landfill \$ \_\_\_\_\_

Written Final Report (Lump Sum) \$ \_\_\_\_\_

**TOTAL COST:** \$ \_\_\_\_\_

## Town of Raymond Contact Information

Stacey Grella  
Executive Assistant                      603-895-7036  
[sgrella@raymondnh.gov](mailto:sgrella@raymondnh.gov)

Scott Keddy  
Water Foreman                              603-895-7050  
[skeddy@raymondnh.gov](mailto:skeddy@raymondnh.gov)