



Town of Raymond, NH Department of Public Works Request for Proposals

2024 Backwash Lagoon # 1 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 into an agreement, through its Director of Public Works or his/her designee, with the selected contractor for permitting, cleaning and removal of sludge in the backwash Lagoon # 1 at the Water Treatment Plant in the late spring through late fall no later than October 30, 2024.

Bids will be received by the Town of Raymond, New Hampshire, at the Public Works Office until:

Deadline for receipt of proposals is 2:00 p.m. on Thursday, April 4, 2024

(Bids will be opened at the DPW Office at 4 Epping Street, Raymond, NH)

Each bid must be submitted in a sealed envelope addressed to the Public Works Director, 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 Sludge Lagoon # 1 Cleaning 2024".

All Bids must be made on the attached Bid Form.

The Director of Public Works or his/her designee 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 the sand bed bottom of the Backwash Lagoon 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 disposed of at an approved landfill. The contractor is responsible for applying for all permits and paperwork required to dispose of the material. The Contractor will be responsible for ensuring that the 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 Town copies of Dig Safe notifications, landfill permits and the amount of sludge material that was disposed of at the approved landfill.

The contractor with the approved permits will be allowed to clean the lagoon anytime from late spring to late fall, but no later than October 30, 2024.

PRODUCTS

N/A

EXECUTION

- a. The Contractor will Dig Safe and inspect the lagoon sludge depth as well as the slopes and divider to see how much debris removal work will need to be performed.
- b. The Water Division will supply the contractor with the original lagoon design specification before the work is performed.
- c. The Contractor may prep the lagoon at any time but will not remove the sludge unless all Dig Safe notifications and approved permits are submitted to the Town and the weather conditions are favorable to avoid getting the material wet and leaking onto the ground or roadway during transportation.
- d. During excavation the Contractor will clean the lagoon to the sand bed bottom without disturbing original grade. The contractor will be responsible for replacing the sand if over excavated and replacing it with non-contaminated sand and showing proof of where it is coming from.
- e. All trucks will be equipped with load covers and gate locks to prevent materials from accidentally spilling onto the property or the roadway during transportation. All material being removed must be dry or materials added to the sludge to prevent it from being wet and leaking out of the body of the truck. **The contractor is responsible for any clean up and costs associated with spills during the project or transportation to the approved landfill.**
- f. The Contractor will observe 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 operations will be performed off site.**
- g. The Contractor will provide the Town with copies of the slips from disposal.

INSPECTION

- a. All copies of permits and disposal tickets will be submitted to the Water Foreman or the Public Works Director.
- b. The contractor is encouraged to look at the job site before the project starts and meet with the Town representative to answer any questions or request information regarding the project.
- c. The contractor is responsible for sludge removal on and off the property as well as any trucks or equipment spills during the project.

- d. The contractor will meet with a Town representative at the end of the project to ensure that the site and the lagoon cleaning is to the Town's satisfaction.

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. **Deadline for receipt of proposals is 2:00 p.m. on Thursday, April 4, 2024 (Bids will be opened at the DPW Office at 4 Epping Street, Raymond, NH)**

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 or his/her designee 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 Director of Public Works or his/her designee 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 LIMITATIONS

The major consideration for the Town is prompt and efficient work in the most economical manner, at the most reasonable price.

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 or his/her designee 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 its entirety the solicitation for whatever reason is determined by the Director of Public Works or his/her designee to be in the best interest 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 agreed upon start date and following the execution of a contract and the acceptance of insurance certificates. The selected 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 anytime from late spring and no later than October 30, 2024.**

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

- Coverage B: Each accident \$2,000,000*
- Disease: Each employee \$2,000,000*
- Disease: Policy Limit \$2,000,000*

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

Town of Raymond Contact Information

Scott Keddy, Water Foreman
603-895-7050
skeddy@raymondnh.gov

Stacey Grella, Operations Manager
603-895-7036
sgrella@raymondnh.gov

Ken Robichaud, Town Manager
603-895-7006
townmanager@raymondnh.gov

BID FORM

Deadline for receipt of proposals is 2:00 p.m. on Thursday, April 4, 2024
(Bids will be opened at the DPW Office at 4 Epping Street, Raymond, NH)

The Contractor shall provide a **cost per ton** delivered that includes all elements of the sludge disposal.

The single rate shall be established to address costs associated with mobilization, daily travel, equipment maintenance, fuel, transportation of material, and other tasks or materials as these items will not be paid for separately.

This Request for Proposals, if accepted, will be considered a binding contract.

BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPED CLEARLY MARKED **“Bid for Sludge Lagoon # 1 Cleaning 2024”**.

COST PER TON \$ _____ Estimated cost for 150 TONS: _____

Overall Total Contract Value (Estimated) : \$ _____

Actual contract value and payment will be based on actual approved and measured total tonnage.

Company Name: _____

Mailing Address: _____

Name and Title of Authorized Signatory: _____

Signature: _____ Date: _____

Contact Person: _____

Cell Phone: _____

e-mail: _____

By signing, I attest that on behalf of _____ I have read and I
Company name

understand the “Important Bidder Information” provided.