

B35-12

City of Concord, New Hampshire

Purchasing Department

**OLD SUNCOOK ROAD
INTERIM COVER PROJECT**

**311 North State Street
Concord, New Hampshire**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
and
CMA ENGINEERS, INC.**

Contract
Bid Documents
Specifications

**BID DUE DATE/TIME: JUNE 29, 2012 NOT LATER THAN 2:00 PM
MANDATORY PRE-BID MEETING: JUNE 15, 2012 AT 10:00 AM**

City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

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

www.concordnh.gov/Purchasing



INVITATION FOR BIDS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for “B35-12, Old Suncook Road Landfill Interim Cover Project” until 2:00 PM on June 29, 2012 at which time they will be opened and publicly read in the conference room at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. The sealed envelope shall be plainly marked:

“B35-12, Old Suncook Road Landfill Interim Cover Project”

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.

A hard copy of plans and specifications may be obtained from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 230-3664 for a non-refundable fee of \$ 35.00. An electronic copy of plans and specifications may be obtained on the Purchasing page of the City’s website (www.concordnh.gov/purchasing) for no charge. In addition, if plans and specifications must be mailed there is an additional non-refundable fee of \$ 15.00.

A mandatory pre-bid meeting will be held at 10:00 AM on June 15, 2012 at the City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

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 the Instructions to Bidders. The amount of such bid deposit shall be **ten percent (10%)** of the total bid, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance Bond and a separate Payment Bond, each in the amount of **one hundred percent (100%)** of the bid submitted.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one year warranty period and released only after the City has accepted the project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before **sixty (60) calendar days** after work commences, the City shall deduct from the payments due the Contractor each month, the sum of **five hundred dollars (\$500.00) plus engineering charges** per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

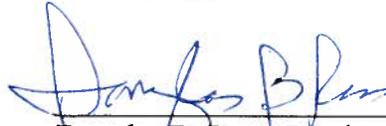
The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

Failure to submit all information as detailed on the Bid Submission Checklist on and/or submission of an unbalanced bid are sufficient reasons to declare a bid 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/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.constructionsummary.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: 5/21/12

Bid Due Date/Time: June 29, 2012 not later than 2:00 PM
Mandatory Pre-Bid Meeting: June 15, 2012 at 10:00 AM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or the Bidder's 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 Agent 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 this bid with the bid of any 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 shall be 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 that 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. Each shipment shall be identified by Purchase Order and/or Bid number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Invitation for Bids, 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 this 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 Invitation for Bids. 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.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

In an attempt to determine if a bidder is responsible, the City, at its discretion, may obtain technical support from outside sources. Each bidder 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 8:30 AM and 4:00 PM; or going on-line at www.concordnh.gov/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. A "Letter of Award" and accompanying "Notice of Award" will announce the contract 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.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

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.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

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 the 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 Contractor's 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 Contractor's bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that this 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 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 Contractor 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 successful bidder 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 bidder shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful bidder 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 that 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/progress 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	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City’s estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, for a one year period beginning after the City has accepted the project.

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 goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/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, material and transportation costs, and any discounts offered. No additional fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under 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 NOISE 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 Noise

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

GUARANTEES & WARRANTY:

The Contractor shall maintain seeded areas, including watering, weeding, and replanting, as necessary for at least 60 days after sowing and as much longer as necessary to establish a uniform stand of the specified grasses until acceptance. The Contractor is responsible for any remedial work required to maintain a healthy stand of grass for a period of one (1) year following completion and readiness for final payment, at no additional cost to the City.

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 this Invitation for Bids and any subsequent Contract shall be deemed to be inserted herein and this Invitation for Bids and 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 Invitation for Bids and/or Contract shall forthwith be physically amended to make such insertion or correction.

LIQUIDATED DAMAGES

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided

for under this contract, on or before **sixty (60) calendar days** after work commences, the City shall deduct from the payments due the Contractor each month, the sum of **five hundred dollars (\$500.00) plus engineering charges** per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so

that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

DEFINITIONS:

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

Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. 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.

INSTRUCTIONS TO BIDDERS

Project Name: B35-12, Old Suncook Road Landfill Interim Cover Project

1) EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid opening, i.e. at least **seven (7) calendar days**. Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall acknowledge receipt of all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to:

Douglas Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
(603) 225-8530
(603) 230-3656 (Fax)
dross@concordnh.gov

2) BIDDERS UNDERSTANDING:

Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. **A mandatory pre-bid meeting has been scheduled for June 15, 2012 at 10:00 AM. All interested parties shall meet at the City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301.** A submitted bid shall be considered as evidence that the bidder has done so. The City of Concord shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw therefrom.

3) INSPECTION FEES:

The Contractor (or subcontractor if used) shall not be assessed fees for layout or inspection of work by City of Concord personnel or Engineer when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the Contractor to conform to the Specifications and Standards, then charges shall be made to him, and shall not be reimbursable by the City. The Contractor may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the Contractor.

4) INTEREST OF THE CONTRACTOR:

The Contractor hereby covenants that he has at the time of execution of this Agreement, no interest,

and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

5) EXTRAS:

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City.

6) OPPORTUNITIES FOR RESIDENTS:

The Contractor covenants and agrees that in the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City may request, in which case the Contractor shall provide, such information as the Owner shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

7) EXTRA WORK:

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically order as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent -10%) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

8) QUALIFICATIONS OF BIDDER:

The City of Concord may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

9) THE GENERAL SERVICES DEPARTMENT TO DECIDE:

The General Services Director shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the General Services Director. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

10) TIME AND MANNER OF DOING THE WORK:

Before any work is begun, the Contractor shall discuss fully with the General Services Director the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of General Services Director. Care should be taken to keep private and commercial entrance (i.e. service roads and walkways) interruptions to a minimum and advance notice should be given the occupant when such interruptions are anticipated.

11) GENERAL PROVISIONS:

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the General Services Director and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

12) LAWS AND REGULATIONS:

The Contractor shall keep himself fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the General Services Director in writing. He shall at all times himself observe and comply with and shall cause all his agents and employees to observe and comply with such laws ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by himself or his employees or subcontractors.

13) EXISTING STRUCTURES:

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in his work.

14) MAINTAIN STREETS PASSABLE:

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable on which he is conducting his work. The Contractor shall maintain access to all houses, garages, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the General Services Director.

15) PERMITS:

The Contractor shall secure all necessary permits from the state, city authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and he will be required to repair any damage caused by his operations to any street, highway or existing structure either above or below ground surface.

16) USE OF HIGHWAYS:

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

17) BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, provide flaggers in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct all operations so as to keep traffic moving steadily and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

As a further precaution, the Contractor shall keep, from any city land or easements at the site of work, all persons not directly connected with the work or authorized by the General Services Director to be in the work area.

18) ACCESS TO WORK:

Authorized agents and employees of the city may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor. Other contractors of the Community Development Department, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the Community Development Department, state or landowners in regard to their work as determined by the Community Development Department.

19) SITE MANAGEMENT, DUST CONTROL, ETC.:

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance by sprinkling, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners. Crushing of concrete will not be allowed on site. Chloride shall not be used for dust control.

20) LINES AND GRADES:

The Contractor shall keep the General Services Director informed in advance of the items and places at which he intends to do work. It is the responsibility of the Contractor to furnish lines and grades for new construction and to make necessary measurements and minor adjustments. The Contractor shall have no claim for damages or extension of time on account of delays in giving lines and grades or destruction of marks and the consequent necessity for replacement. The Contractor shall be and is required to check all such lines and grades before and during the progress of the work, and the Contractor alone shall be responsible for the proper fit and dimension of all portions of the work.

The work during its progress and at its completion shall conform fully to the established lines and grades and to the directions given to the Contractor as the work progresses, subject to such modifications or additions the General Services Director shall determine to be necessary during the execution of the work.

21) ALL WORK TO BE INSPECTED:

Proper notice shall be given the General Services Director by the Contractor of the times and places he intends to do work. All work is subject to inspection by the General Services Director. Any work which is done contrary to the direction of the General Services Director shall be considered unauthorized. If such unauthorized work is not accepted by the General Services Director, the Contractor shall agree to remove and replace such unauthorized work at his own expense to the satisfaction of the General Services Director when directed to do so.

22) CLEANING UP OR RESTORATION WORK:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

23) EMERGENCY REPAIRS, ETC.:

If, in the opinion of the General Services Director, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because there are not adequate barricades, lights, signs, etc. to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, ground or structures are in acute danger of damage or injury by reason of inadequate drainage protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, the General Services Director may direct the Contractor or the Contractor's representative to remedy the difficulty immediately to furnish and erect the needed barricades, lights, or signs; to provide and set adequate sheeting, shoring and bracing to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed services. If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the General Services Director, acting for the City, may cause such defects to be corrected; roads and walks made unsafe etc. by such person(s) or means as it may elect, and the Contractor shall reimburse the city of any expense incurred by it in performing such work. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the city of such expense(s), or may collect the costs of such work by other means.

24) ACT OR FAILURE TO ACT ON PART OF THE GENERAL SERVICES DEPARTMENT DIRECTOR DOES NOT REDUCE LIABILITY OF CONTRACTOR:

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the General Services Director; or any questions as to the adequacy of the notice by the General Services Director, or of his acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

25) OSHA REGULATIONS:

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The General Services Director shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262. The Federal Register Number for construction work for reference is Vol. 37, Part 243.

26) INSURANCE:

See Insurance Requirements for All Contractors

27) TECHNICAL SPECIFICATIONS:

See the enclosed Technical Specifications and Construction Drawings for B35- 12.

28) TIME OF COMPLETION

The Contractor agrees that, he/she will commence the work within **ten (10) calendar days** after the written Notice to Proceed and that he/she will complete the work within **sixty (60) calendar days** thereafter.

BID SUBMISSION CHECKLIST

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

1. Bid Form
2. 10% Bid Bond
3. Alternate W9 Form
4. City of Concord Indemnification Agreement
5. Qualifications Statement
6. General Contractor Safety Form
7. Non-Collusive Affidavit

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

1. 100% Payment Bond
2. 100% Performance Bond
3. Insurance Certificate (**Naming the City of Concord and CMA Engineers, Inc. as Additional Insured**) that meets the minimum requirements for types and levels of coverage.

ITEMIZED BID FORM

BIDDER: _____

PROJECT: B35-12 Old Suncook Road Landfill Interim Cover Project

OWNER: City of Concord

The BIDDER shall fill in the following bid sheets, as part of this proposal, with the lump sum prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

The undersigned, hereafter referred to as the BIDDER has examined the Contract Documents, has examined the site and is familiar with all the conditions surrounding the Work contemplated. He hereby submits the following:

BIDDER agrees to perform all necessary labor, furnish all materials and complete the work described in the Specifications and on the Construction Drawings for the lump sum prices indicated.

BID PROPOSAL

NO.	ITEM	UNIT	EST. QTY	LUMP SUM PRICE (WORDS)	LUMP SUM PRICE (FIGURES)
1.	General Conditions	L.S.	1	_____ _____ Dollars and _____ cents per lump sum.	\$ _____
2.	Clearing and Grubbing	L.S.	1	_____ _____ Dollars and _____ cents per lump sum.	\$ _____
3.	Site Safety and Contingency Work Plan	L.S.	1	_____ _____ Dollars and _____ cents per lump sum.	\$ _____
4.	Installation of 12" Soil Cover	L.S.	1	_____ _____ Dollars and _____ cents per lump sum.	\$ _____
5.	Seeding	L.S.	1	_____ _____ Dollars and _____ cents per lump sum.	\$ _____

Total Price (Items 1 – 5)

(Figures)

(Written)

dollars and

cents

The Bidder agrees to **add** or **deduct** work required by the Owner or Engineer for the above mentioned Lump Sum prices (as applicable).

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: _____

PAYMENT TERMS AND CONDITIONS: _____

LENGTH OF WARRANTY PERIOD AND COVERAGE: Minimum 60 day maintenance period on seeded areas and 1 year guarantee on the establishment of vegetative cover.

PLEASE COMPLETE, SIGN AND RETURN IN SEALED ENVELOPE CLEARLY MARKED “B35-12, Old Suncook Road Landfill Interim Cover Project”

TO:

The City of Concord
 Douglas B. Ross, Purchasing Manager
 Combined Operations & Maintenance Facility
 311 North State Street, Concord, NH 03301
 603-225-8530; 603-230-3656 (Fax); dross@concordnh.gov.

Please note that bids must be submitted in hard copy. Bids that are faxed or emailed will not be accepted.

A bid bond representing 10% of the proposed contract value must be included with the Bid Form. All bids (including bid bonds) are to remain in effect for a period of **ninety (90) calendar days** following the bid submission date.

BID DUE DATE/TIME: JUNE 29, 2012 NOT LATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal and _____ as Surety, are hereby held and firmly bound unto The City of Concord, New Hampshire as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2012 .

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Concord, New Hampshire a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Old Suncook Road Landfill Interim Cover Project Bid No. B35-12.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Exempt from backup withholding <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	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 Identification Number (TIN) to the City whether or 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
“B35-12, OLD SUNCOOK ROAD LANDFILL INTERIM COVER PROJECT”
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 _____

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
“B35-12, OLD SUNCOOK ROAD LANDFILL INTERIM COVER PROJECT”
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 NA
 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

The City of Concord and CMA Engineers, Inc. must be named as Additional Insured

QUALIFICATIONS STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?
State his/her name, title, and their special qualifications:

2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a. _____

b. _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it?
If so, state when, where and why: _____

5. Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by B35-12:

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: B35-12

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 (B35-12, Old Suncook Road Landfill Interim Cover Project) 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)

NON-COLLUSIVE AFFIDAVIT

PROJECT: Old Suncook Road Landfill Interim Cover Project (Bid: B35-12)
City of Concord
41 Green Street
Concord, NH 03301

State of New Hampshire)
)
County of Merrimack)

The undersigned being duly sworn, deposes and says that he is the sole Owner, Partner, President, Treasurer, or other duly authorized Agent or Official of:

(Name of Bidder as appearing in submitted proposal)

(Address of Bidder)

(Telephone Number of Bidder)

and certifies that of his own knowledge, said Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. It is understood that the signing of this AFFIDAVIT is applicable to all projects for which bids are being submitted in a multi-bid proposal.

(Date)

(Signature and title of person making Affidavit)

Sworn to before me this _____ day of _____ 2012

(Notary Public with Notary Seal)

GENERAL CONTRACTOR SAFETY FORM

TO: City of Concord
Purchasing Division
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301

Date: _____

SUBJECT: Old Suncook Road Landfill Interim Cover Project – Bid No. B35-12

Bid submitted by: _____

Note: A written description of the General Contractor’s construction safety program and safety record for the past three years. List below.

SAFETY PROGRAM AND SAFETY RECORD:

See Attachment



(Seal) Bidder: _____

Business Address: _____

By: _____

Signature: _____

Title _____

Incorporated in State of: _____

Notary Public Seal and Signature:

(Notary must sign and seal below)

NOTICE OF AWARD

Dated _____, 2012

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B35-12

PROJECT: Old Suncook Road Landfill Interim Cover Project

CITY'S CONTRACT NO.: B35-12

CONTRACT FOR: Old Suncook Road Landfill Interim Cover Project

You are notified that your Bid dated _____, 2012 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to provide the Old Suncook Road Landfill Interim Cover Project. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B35-12 and all addenda, and the CONTRACTOR'S bid opened and publicly read on June 29, 2012.

The Contract Price of your contract shall be:

_____ Dollars (\$ _____)

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 (100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified in the Notice to Contractors and General Conditions.
3. (List other conditions precedent)

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, issue a Notice to Proceed and purchase order and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to GENERAL SERVICES DEPARTMENT,

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2012 by and

between The City of Concord, New Hampshire, hereinafter called “**CITY**” and

_____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and complete the required interim cover project construction of the Old Suncook Road Landfill. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** bid documents (B35-12 and all addenda) and the **CONTRACTOR’S** bid opened and publicly read on June 29, 2012.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **PROJECT** as detailed by B35-12 and all addenda.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED**. Completion time for the project will be sixty (60) calendar days thereafter.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed sum of

_____ Dollars (\$ _____)
Written Figures

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INVITATION FOR BIDS
- (C) GENERAL TERMS AND CONDITIONS
- (D) INSTRUCTIONS TO BIDDERS
- (E) SCOPE OF WORK/SPECIFICATIONS
- (F) BID SUBMISSION CHECKLIST
- (G) BID FORM
- (H) ITEMIZED BID FORM
- (I) ALTERNATE FORM W-9
- (J) INDEMNIFICATION AGREEMENT
- (K) INSURANCE CERTIFICATE
- (L) QUALIFICATIONS STATEMENT
- (M) NON-COLLUSIVE AFFIDAVIT

- (N) GENERAL CONTRACTOR SAFETY FORM
- (O) BID BOND
- (P) PERFORMANCE AND PAYMENT BONDS
- (Q) NOTICE OF AWARD
- (R) AGREEMENT
- (S) NOTICE TO PROCEED
- (T) CONTRACTOR PARTIAL WAIVER OF LIEN
- (U) DRAWINGS (Cover Sheet, Existing Conditions Plan & Proposed Site Plan)
- (V) SECTION 02221, CLEARING & GRUBBING
- (W) SECTION 02222, EXCAVATION
- (X) SECTION 02223, FILLING
- (Y) SECTION 02270, EROSION CONTROL
- (Z) SECTION 02930, SEEDING
- (AA) SECTION 13001, SAFETY PLAN
- (BB) CITY OF CONCORD PURCHASE ORDER
- (CC) ADDENDA:

No. _____, dated _____, 2012
 No. _____, dated _____, 2012

The contract between the **OWNER** and the **CONTRACTOR** shall consist of (1) the bid documents and any amendments there to and (2) the **CONTRACTOR'S** 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 **OWNER** 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 **CONTRACTOR'S** bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern.

6. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B35-12 _____

PROJECT: Old Suncook Road Landfill Interim Cover Project _____

CITY'S CONTRACT NO.: B35-12

CONTRACT FOR: Old Suncook Road Landfill Interim Cover Project

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. You are to start performing your obligations under the Contract Documents within ten (10) calendar days of the date of this Notice to Proceed. In accordance with the Agreement, the date of completion is to be not later than **sixty (60) calendar days** thereafter.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. A Payment Bond in the amount of 100% of the contract price.
3. A Performance Bond in the amount of 100% of the contract price.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to GENERAL SERVICES DEPARTMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 2012, a copy of which is hereto attached and made a part thereof for the **Old Suncook Road Landfill Interim Cover Project – Bid No. B35-12**.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on the **BOND**, and it does hereby waive notice of any such change, extension of time, alteration

or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **Contractor** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterpart, each one of which shall be deemed an original, this _____ day of _____ 2012.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

BY _____ (s)

(Address)

Witness to Principal

Address

Surety

ATTEST:

BY _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of **BOND** must not be prior to date of Contract.

If **Contractor** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety Companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the State of New Hampshire.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 2012, a copy of which is hereto attached and made a part thereof for the **Old Suncook Road Landfill Interim Cover Project – Bid No. B35-12**.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be

performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on the **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **Contractor** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterpart, each one of
(number)
which shall be deemed an original, this _____ day of _____ 2012.

ATTEST:

(Principal) Secretary

(Principal)

(SEAL)

BY _____ (s)

(Address)

Witness to Principal

Address

Surety

ATTEST:

BY _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety Companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the State of New Hampshire

CONTRACTOR PARTIAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Contractor (_____) entered into a certain contract with City of Concord, NH (hereinafter referred to as the Owner) for the performance of certain work known as **Old Suncook Road Landfill Interim Cover Project – Bid No. B35-12. the “Work”**;

WHEREAS, the Contractor has completed a portion of the work to be performed under the contract for the period through _____ (Application for Payment No. _____):

NOW, THEREFORE, in consideration of a partial payment to the Contractor of \$ _____ which payment brings the aggregate payments to date to \$ _____ on account of Materials furnished and labor performed under the contract, the Contractor hereby waives, to the extent of the amount of such partial payments, any and all liens, or rights to file any lien or liens against the Owner or its property on account of labor or material or both furnished through the date hereof in connection with the Work; and hereby agrees to promptly pay and release records of all mechanic’s, materialman’s, and like liens filed by others in connection with the Work within ten (10) days after the filing thereof, which may now or in future affect the Owner or its property and to defend, indemnify and hold the Owner harmless from any liability or expenses because of any such liens or the enforcement thereof, which arises out of the circumstances referenced above.

FURTHER, there are no outstanding claims to be made for work performed on this project up to date of this payment, other than any additional work, which you have been authorized in writing to proceed with.

IN WITNESS THEREOF, the undersigned has caused these presents to be executed this _____ day of _____ 2012 by an Officer or duly authorized Agent.

CONTRACTOR: _____

BY: _____

TITLE: _____

SWORN & SUBSCRIBED TO BEFORE ME THIS

_____ DAY OF _____ 2012

NOTARY _____

(Notary Seal Must Appear on this Page)

SCOPE OF WORK

Project Name: “B35-12, Old Suncook Road Landfill Interim Cover Project”

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The project consists of clearing and grubbing the existing 22.6-acre landfill footprint and excavating and filling existing soil materials on site to provide a minimum of 12 inches of soil cover over approximately 14.6 acres of the landfill. The soil cover required for construction is located within a filled area on-site within the landfill boundary and shall provide sufficient volume quantity to complete the project. Any cleared trees and brush shall be removed from the site or chipped on-site, and distributed evenly over the cleared areas. All grubbed stumps shall be ground and chipped and distributed uniformly over the existing areas requiring cover soil, prior to placement of the cover soil.
- B. Prior to grubbing of stumps and the installation of the landfill soil cover, erosion control measures shall be established according to the Construction Drawings and Technical Specifications.
- C. Excavation of existing stumps will result in disturbance of existing solid waste materials. Any encountered waste materials shall be relocated to the disturbed area/excavation and covered with the grindings/chips from the stumps and the 12-inches of cover soil. Contractor shall prepare and implement a Site Safety and Contingency Work Plan in accordance with Section 13001 during the grubbing and stump removal, and placement of cover soils.
- D. There is an area of the site that contains standing water that will need to be dewatered to the adjacent landfill area, prior to installation of soil cover materials. Dewatering activities shall not result in the overland flow of water off the project site. The depressed area containing the ponded water shall be filled with cover soil material to be even with the adjacent grade. Up to 300 CY of soil fill may be required.
- E. Attention shall be directed to the balance of these Contract Documents for more specific information of the work to be performed. All construction and materials will be specified in detail on the Drawings and Specifications hereinafter.

1.02 PROJECT SCHEDULE

- A. **Contract Time:** Upon execution of the contract(s), the Contractor shall proceed with the preparation and submittal of shop drawings and his/her tentative construction schedule. Upon approval of shop drawings, Contractor shall order all necessary materials and establish a mutually agreed upon construction start date.

- B. The Owner will issue a written “NOTICE TO PROCEED” which will specify an effective date for the Contractor(s) to begin work at the site. All work for the project must be completed within sixty (60) calendar days of the date specified in the Notice to Proceed.
- C. Contractor shall submit a proposed schedule explaining how they will execute the work. The Contractor shall notify the Owner and Engineer at least 48 hours in advance of the time he/she intends to start work.

1.03 EXAMINATION OF PREMISES

- A. The Contractor shall have examined the premises before submitting their proposal for the work and to have satisfied themselves as to the existing conditions under which they will be obligated to operate or that will in any way affect the work under this Contract. No allowance will be made subsequently in this connection for any error or negligence of the Contractor.

PART 2 – PRODUCTS

2.01 SILT FENCE

- A. Contractor shall procure and install silt fence as specified in the Technical Specifications and as shown on the Drawings.

2.02 SEED MIX

- A. Contractor shall install seed mix, mulch, and fertilizer as specified in the Technical Specifications and as shown on the Drawings, or retain a qualified supplier to do so.

PART 3 – EXECUTION

3.01 STORAGE AND STAGING AREA

- A. The contractor will be able to store vehicles and work related equipment and supplies on the existing landfill site. All construction vehicles will be stored in the staging area when not in use. All equipment booms shall be lowered at the close of each day’s work or when stored. Other areas may be acceptable with the prior approval by the Owner. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Owner.
- B. The Contractor (and his/her subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from theft. The Owner will not be responsible for any vandalized equipment or material stored on the City property. The site contains an 8-foot high chain link fence around its perimeter with two access gates. All access to the project shall be from Old Suncook Road.

- C. At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly in a workmanlike manner and the area left clean and free of all debris or surplus material.

3.02 WORK SEQUENCE

- A. All tree clearing may be completed at one time. Any cleared trees and brush that the Contractor does not wish to own and remove from the site, may be ground and chipped and dispersed evenly on the site.
- B. In order to minimize the generation of dust and odors, the work shall be sequenced so to minimize the amount of grubbed or disturbed areas left exposed at any one time. At no time shall the area of grubbed/disturbance exceed 2 acres. Contractor shall reduce/minimize the size of the disturbed area, which may include covering all disturbed areas at the end of each work day
- C. Excavation and placement of the cover soils shall be completed concurrent with grubbing operations to minimize exposed disturbed areas.
- D. Water application/spreading via water truck shall also be used to aid in dust control.
- E. Contractor shall identify intended access locations for clearing and grubbing and soil cover installation and review with the Owner prior to completing the work.

3.03 SITE STABILIZATION

- A. Following installation of the soil cover, Contractor shall restore the site per the Technical Specifications and Erosion Control notes as shown on the Construction Drawings.
- B. All disturbed areas at final grades shall be stabilized within 45 calendar days with seed and mulch.

3.03 ESTIMATE OF QUANTITIES

- A. The bid item quantities provided are based on the best information available to the Engineer at the time of design. Actual field conditions encountered during construction may affect final quantities needed for completion of the work required by the project.

3.04 MEASUREMENT AND PAYEMENT

- A. Each unit and lump sum price stated in the Bid Proposal shall constitute full compensation, as herein specified, for each item of the work completed.

B. ITEM SUMMARY

Item Number 1 – General Conditions

MEASUREMENT: This item will be measured as the estimated percentage of total lump sum work completed during each pay period.

PAYMENT: Payment for General Conditions will be full compensation for all labor, materials, equipment, and administration required to mobilize the Contractor's work force and initiate administrative functions, both on site and off site. In addition, payment shall include full compensation for demobilizing Contractor's equipment, completion of administrative and closeout tasks, and removal of all construction related temporary materials from the site, and furnishing of required bonds.

Item Number 2 – Clearing and Grubbing

MEASUREMENT: This item will be measured as the estimated percentage of total lump sum work completed during each pay period.

PAYMENT: Payment for Clearing and Grubbing will be full compensation for all labor, materials and equipment, required to clear and remove or chip existing trees and brush, excavate stumps and roots, grind and/or chip stump and roots and distribute the processed materials evenly across the grubbed areas.

Item Number 3 – Site Safety and Contingency Work Plan

MEASUREMENT: This item will be measured as the estimated percentage of total lump sum work completed during each pay period.

PAYMENT: Payment for Site Safety and Contingency Work Plan will be full compensation for all labor, materials and equipment, required to prepare and implement the plan during the completion of the project, including any monitoring specified in the plan.

Item Number 4 – Installation of 12" Soil Cover

MEASUREMENT: This item will be measured as the estimated percentage of total lump sum work completed during each pay period.

PAYMENT: Payment for installation of a minimum of 12 inches soil cover will be full compensation for all labor, materials, and equipment required to excavate from existing stored soil material to the approximate grades shown, and relocate and install approximately 25,000 cubic yards of soil over approximately 14.6 acres in full conformance with the Drawings and Specifications. This item shall also include all work required to complete the dewatering of the existing standing water and placement of up to 300 cubic yards of fill to bring the depressed area containing the water to match existing surrounding grade.

Item Number 5 – Seeding

MEASUREMENT: This item will be measured as the estimated percentage of total lump sum work completed during each pay period.

PAYMENT: Payment for seeding will be full compensation for all labor, materials, and equipment required to seed, mulch, and fertilize the entire 22.6 acre landfill footprint and any other areas disturbed in full conformance with the Drawings and Specifications.

Notify “DIGSAFE” 1-888-344-7233 prior to any excavation

SECTION 02221
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Clearing and grubbing and removal of existing trees and shrubs, within the limits shown on the Drawings or as ordered by the Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 02222 – Excavation
- B. Section 02930 – Seeding

PART 2 PRODUCTS

- A. Materials - Existing trees, brush, and stumps.

PART 3 EXECUTION

3.01 CLEARING

- A. Clearing shall consist of the satisfactory felling and removal of all trees and vegetation, together with the down timber, snags, brush, and rubbish occurring within the area to be cleared. Trees, other vegetation, stumps, roots, and brush in areas to be cleared shall be cut off flush with or below the original ground surfaces.
- B. Clearing operations shall be conducted only within the landfill footprint. No trees shall be cleared outside the landfill limit of waste and shown on the Drawings and depicted in the field.

3.02 GRUBBING

- A. Grubbing shall consist of the removal of stumps, roots larger than 2 inches in diameter, matted roots, and other organic or metallic debris from within the limits of work shall be completely removed to a depth of 5 feet below ground surface.
- B. Removal of stumps and roots to the 5-foot depth is required to reduce any potential impact on the future capping system.
- C. Removal of stumps and roots will likely disturb underlying waste materials, which

may generate nuisance odors. Contractor shall fill and cover waste materials during grubbing with chipped wood materials or soil to a thickness of 4-inches to mitigate migration of odors off-site or as required to ensure safety of workers.

3.03 DISPOSAL OF MATERIAL

- A. All stumps and roots shall be ground on-site and the grindings/chips shall be evenly disbursed within the landfill footprint prior to installation of soil cover. No stumps shall leave to project site to ensure no waste is transported off-site. Materials shall be processed to reduce the size to a maximum of eight inches.
- B. Cleared trees and other materials shall become the property of the Contractor. Cleared trees may be removed from the site or may be chipped on site and evenly disbursed prior to installation of soil cover.
- C. The Contractor's attention is particularly directed to the fact that no burning of cleared material or burial of stumps will be allowed under this contract.

END OF SECTION

SECTION 02222
EXCAVATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Excavation of on-site soil cover.
- B. Stockpiling of fill materials.

1.02 RELATED REQUIREMENTS

- A. Section 02223 - Filling
- B. Section 02270 - Erosion Control
- C. Section 02930 - Seeding
- D. Section 13001 - Site Safety and Contingency Work Plan

1.03 JOB CONDITIONS

Not Used.

1.04 PROTECTION

- A. Maintain slopes soil excavation in a manner that ensure worker safety and protects against cave-ins in full accordance with OSHA regulations. If necessary, protect excavations by shoring, bracing, sheet piling, underpinning or other methods required to prevent cave-in or loose soil from falling into the excavation. Any temporary bracing systems shall be designed by a professional engineer registered in the State of New Hampshire and retained by the Contractor. All written data, calculations, and shop drawings associated with the temporary bracing system shall be prepared and stamped by the professional engineer.
- B. Notify the Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- C. Grade the perimeter to prevent surface water run-off into the excavation.
- D. Barricade or otherwise protect, consistent with the project safety program, open excavations occurring as part of this work and post with warning lights.
- E. Dust Control: Use all necessary means to control dust caused by the Contractor's operation. Prevent dust from being a nuisance to the public. Calcium chloride shall not be used in dust control. Other methods including moisture addition must be limited so as not to adversely affect soil handling.

1.05 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING

CONSTRUCTION

- A. The Contractor shall take the necessary steps to avoid subgrade disturbance during excavations, including dewatering and restricting the use of equipment in areas above optimum moisture level. Disturbed subgrades shall be over-excavated and backfilled at the Contractor's expense.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Suitable Fill – Sandy loam/loamy sand/granular sand/gravel soils excavated from locations as indicated on the Drawings. To be used as Suitable Fill, material must meet requirements of common borrow, buffer sand or barrier soil in Section 02223 – Filling.
- B. Unclassified Waste - Waste materials encountered during grubbing of stumps, including soil cover, may include ash, refuse, garbage, wood, metal, masonry, concrete, rubble, yard waste, compost, and other unclassified waste.

PART 3 EXECUTION

3.01 PREPARATION

Not Used.

3.02 EXCAVATION

- A. Excavation consists of the removal of materials encountered when establishing required grade elevations as shown on the Drawings and in accordance with these Specifications.
- B. Excavation of Soil Cover Materials: Excavation of soil material shall be completed to the limits indicated on the Drawings. Excavated soil materials shall be relocated and installed to a minimal depth of 12-inches, in accordance with Section 02223 - Filling.
- C. Waste materials encountered during excavation of cover soil or during grubbing of stumps shall be replaced in the excavated area and covered with a minimum of 4-inches of chipped wood material or soil to control odors or potential vectors.

3.03 STOCKPILING

Suitable fill material excavated shall be stockpiled separately as designated by the Engineer and as follows:

- A. Excess Fill - Excess fill materials, if present, may be stockpiled for subsequent use under this contract for quantities of fill meeting the requirements of common

borrow as specified in Section 02223.

- B. Silt Fence shall be placed around the perimeter of the stockpiles to control erosion, when directed by the Engineer or Owner.

3.04 STABILITY OF EXCAVATIONS

- A. The Contractor shall maintain the excavation face at the recommended slopes for safe operation. If necessary, protect excavations in accordance with part 1.04B of this section.

3.06 DEWATERING

- A. Control of surface water is a critical requirement of the work. All necessary actions will be taken to minimize the effect of precipitation and runoff on the work. Upgradient runoff shall be diverted from active or completed work areas, and all work shall be graded and crowned to promote runoff.
- B. The Contractor shall prevent surface water from flowing into excavations or onto any work and from flooding the project site and surrounding area.
- C. Water shall not accumulate in excavations. Water shall be removed to prevent softening of subgrades and soil changes detrimental to stability of the subgrade.
- D. The Contractor shall prevent migration of sediment in accordance with erosion control requirements of this Contract.

3.07 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when the atmospheric temperature is less than 35°F. The Contractor shall take whatever actions are necessary during the period of construction, to prevent freezing of any areas which are to receive fill as part of this work. No fill shall be placed on areas which are frozen.

END OF SECTION

SECTION 02223
FILLING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Placing soil cover materials over existing waste and cover soil.
- B. Filling area of settled waste, following dewatering, as indicated on the Drawings.

1.02 RELATED REQUIREMENTS

- A. Section 02222: Excavation
- B. Section 02270: Erosion Control

1.03 SUBMITTALS

Not Used.

PART 2 PRODUCTS

2.01 MATERIALS

- 1. On-Site Fill
 - a. On-site fill shall be utilized for the 12 inches of soil cover installation and shall consist of soil with all rocks greater than eight (8) inches removed, and shall be free from combustible, organic and frozen materials, loam, roots, wood, trash, snow, ice, and all other hazardous or objectionable materials.

2.02 QUALITY CONTROL

1) General

- A. During earthwork operations, the Engineer will be present on the site to monitor and document the Contractor's activities relative to contract compliance.
- B. All nonconforming materials shall be removed and replaced with suitable material that conform to the project specifications, costs associated with nonconforming work and removal are not eligible for payment.

2.03 QUALITY ASSURANCE

- A. The Contractor shall be solely responsible for meeting all specifications.

- B. It shall be the responsibility of the Contractor to replace or correct any work which does not meet specified requirements.

PART 3 EXECUTION

3.01 GENERAL

- A. All fill to be used must be reviewed by the Engineer.
- B. Fill materials will not be placed or compacted during unfavorable weather conditions. Backfill operations will not be resumed until the conditions are satisfactory to the Engineer.
- C. All fill material shall be placed “in-the-dry” on a prepared ground surface acceptable to the Engineer. The Contractor shall drain away or pump ponded areas as required to perform the placement of fill in-the-dry.

3.02 FILLING AND COMPACTION

- A. Common Borrow
 - 1. Common borrow materials installed as the interim cover materials shall be placed and graded with earthmoving equipment and uniformly compacted by passage/tracking of the equipment.
 - 2. Compaction to a specified density is not required.

3.03 FINAL GRADING

- A. Perform all rough and finish grading required to attain the elevations of grades shown on the Plans.

3.04 TREATMENT AFTER COMPLETION OF GRADING

- A. After grading is complete and the Engineer has finished his inspection, permit no further excavating, filling, grading or vehicular access except with the approval of the Engineer. Use all means necessary to prevent erosion of freshly graded areas during construction.

END OF SECTION

SECTION 02270
EROSION CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Installation and maintenance of temporary erosion control devices.
- B. Erosion control measures to fully manage runoff and potential erosion conditions which may develop during construction and prior to the functioning of completed permanent erosion control devices.
- C. Compliance with federal, state and local regulations pertaining to erosion control, and the Alteration of Terrain Permit conditions for this project.

1.02 RELATED REQUIREMENTS

- A. Section 02222: Excavation
- B. Section 02930: Seeding

1.03 DESIGN CRITERIA

- A. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment.
- B. Stabilize disturbed earth surfaces in the shortest practical time and employ any and all such temporary erosion control devices as may be necessary until such time as adequate soil stabilization has been achieved.
- C. The erosion control devices shown on the Drawings and as specified herein represent the minimum required work for erosion control. The Contractor shall add to these minimum devices any and all measures to effectively prevent migration of sediment from the work area.

PART 2 PRODUCTS

2.01 SILT FENCE

- A. The silt fence shall be Propex Silt-Stop sediment control fabric or approved equal.
- B. Support poles and fastenings to be used shall be as specified by the manufacturer.

- C. Spacing and location of poles and fastenings shall be in accordance with the manufacturer's recommendations, or more frequently if required.

PART 3 EXECUTION

3.01 TEMPORARY EROSION CHECKS

- A. Construct temporary erosion checks or detention areas in ditches and other locations required to effectively control erosion.
- B. The erosion control procedures shall conform to NHDOT Specifications, Division 600, Section 645 "Erosion Control."
- C. Construct temporary barriers along the toe of embankments when necessary and as designated by the Engineer.
- D. Construct temporary side drains in intervals as necessary or as designated by the Engineer.
- E. Silt fence shall be installed along the limits of work where shown, and at any other locations as necessary to control erosion as conditions dictate.
- F. Silt fence and hay bale barriers may need to be supplemented with crushed stone or other materials in order to achieve the purpose of this section.

3.02 EROSION CONTROL IMPLEMENTATION

1. Prior to construction and thereafter erosion control measures are to be implemented as noted. The smallest practical area of land should be exposed at any one time. When land is exposed during development, the exposure should be kept to the shortest practical period of time. Land should not be left exposed during the winter months.
2. All disturbed areas which are finish graded with no further construction to take place shall be seeded and mulched within 72 hours. All seed, lime and fertilizer programs shall conform to all applicable sections of the specifications.
3. Any disturbed areas which are to be left temporarily, or longer than two weeks and which will be regraded later during construction, shall be machine hay mulched at a rate of 2 tons/acre, and temporarily seeded. The smallest total practical area shall be disturbed during construction, but in no case shall exceed 5-acres at any one time before disturbed areas are stabilized. Grubbed areas shall be limited to the fullest extent practical prior to installing cover and shall not exceed 2-acres in size at any time to minimize potential for erosion and odor generation.
4. Seed mix and application rates shall be as specified in Section 02930.
5. Avoid use of undisturbed areas wherever possible during construction. Construction traffic shall travel the roadbeds of existing and future roads.

6. Silt fences shall be minimum of 36 inches high with the bottom of the cloth keyed into the ground. Posts shall be of wood or steel. Silt fence shall be installed & maintained where shown and additional silt fence added as required by the Engineer prior to any on-site grading or disturbance of existing surface material. It should be maintained during and after development to remove sediment from runoff water and from land undergoing development. Where possible natural drainage ways should be utilized and left open to remove clean excess surface water. The silt fence is to be maintained and cleaned until all slopes have a healthy stand of grass.
7. Erosion control devices shall be inspected weekly and after every 0.5" of rainfall.
8. Erosion control devices shown represent minimum measures required for erosion control. The Contractor shall take any and all necessary measures to prevent transportation of sediment beyond the work area.
9. After all disturbed areas have been stabilized, the temporary erosion control measures are to be removed and accumulated sediment disposed off in a location designated by the Owner.
10. An area shall be considered stable if a minimum of 85% vegetated growth has been established.
11. All areas at final grade shall be stabilized with a vegetative stand within 45 days of initial disturbance.
12. All proposed vegetated areas which do not exhibit a minimum of 85% vegetative growth by October 15th, shall be stabilized by seeding and placing 3 to 4 tons of mulch per acre. The installation of mulch shall not occur over accumulated snow or on frozen ground and shall be completed in advance of thaw or spring melt events.

END OF SECTION

SECTION 02930
SEEDING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish and place seed, lime, fertilizer, mulch on all areas disturbed during construction, where shown on the Plans, and as directed by the Engineer.
- B. It is noted that seeding will be completed on a prepared interim cover soil material and not on a topsoil or loam material.

1.02 RELATED REQUIREMENTS

- A. Section 02270: Erosion control

1.03 SUBMITTALS

- A. The Contractor shall furnish all materials to be used in performing the work under this Contract. Prior to use, the Contractor shall be required to furnish the following information to the Engineer.
 - 1. Copies of delivery tickets showing the net weight of materials delivered to the job site.
 - 2. Certification from the suppliers of ground limestone showing:
 - a. Magnesium oxide content
 - b. Total calcium oxide neutralizing equivalent, and
 - c. Gradation of the ground limestone
 - 3. Certification that the fertilizer meets the requirements of NHDOT Specifications, Division 600, Section 643 "Fertilizer for Grasses."
 - 4. The bag tag for each variety of mix and bag of seed showing test results and the date of test.

PART 2 PRODUCTS

2.01 LIME

- A. Lime shall conform to NHDOT Specifications Division 600, Section 642 "Limestone."

2.02 FERTILIZER

- A. Fertilizer to be used must be the equivalent of a standard 10-10-10 mixture and shall be approved by the Engineer. Fertilizer shall be a standard commercial grade fertilizer conforming to all State and Federal regulations and to the standards of the Association of Official Agricultural Chemists. The analysis shall represent respective percentages of nitrogen, phosphoric acid, and potash.

2.03 SEED

- A. All seed shall be certified as to mixture, germination, and purity, and as being in conformity with the NHDOT Specifications, Division 600, Section 644 "Grass Seed" and NHDES Best Management Practice "Seeding for Long Term Cover".
- B. The Contractor shall use NRCS Critical Area Planting Mix No. 3, or approved equal. The seed shall be applied at the following rates:

<u>Species</u>	<u>lbs./Acre</u>
Creeping Red Fescue	20
Birds Foot Trefoil	8
Tall Fescue or Smooth Bromegrass	20

2.04 MULCH AND TACKIFIERS

- A. Only hay or straw shall be used. The materials shall not be musty, moldy, caked, or of otherwise low quality. If the seed is applied hydraulically, a suitable wood fiber mulch may be used in place of hay or straw subject to approval by Engineer of proposed application methods and rates.
- B. Mulch application shall be at a minimum rate of 1½ to 2 tons per acre.
- C. Tackifiers:
 - 1. Terratack AR or equal.

PART 3 EXECUTION

3.01 SEEDING PERIODS

- A. Unless otherwise authorized, the Contractor shall do all seeding during the following periods:
 - 1. April 1 and July 1
 - 2. August 15 and October 12

- B. If seeding beyond October 12 is approved by the Engineer, Contractor shall apply mulch at a rate of over winter application of 2 to 2½ tons/acre, but not more than 3 tons/acre.
- C. Seeding shall not be done during windy weather or when the ground is frozen, excessively wet, or otherwise untillable.

3.02 SEEDBED PREPARATION

- A. Seed will be applied to a well-conditioned firm seedbed, prepared to a depth of three (3) inches. Clods or other obstructions generally larger than two (2) inches in diameter or thickness that will prevent uniform seeding shall be removed or reduced in size.
- B. Final grades shall be “tracked” by the dozer traveling up and down the slopes in order to consolidate the topsoil and provide horizontal “water bars” as the result of track imprints.
- C. The soil surface shall be left free of ruts or other channels which might concentrate and direct downward flow of water causing erosion gullies to form.

3.03 LIMING, FERTILIZING, AND SEEDING

- A. Lime, fertilizer and seed may be applied by any of the methods described in NHDOT Specifications, Division 600, Section 644 “Grass Seed.” The rates of application shall conform NHDOT Specifications, Division 600, Section 642, and 643, “Limestone” and “Fertilizer for Grasses”
- B. The seed application rate shall be as specified above in Part 2.03 B.

3.04 MULCHING

- A. Immediately after the area has been seeded, it shall be uniformly covered by a mulch of hay or straw at the rate of 1½ to 2 tons per acre. If seeding is done beyond October 14, Contractor shall apply mulch at a rate of over winter applications of 2 to 2½ tons per acre, and not more than 3 tons per acre.

3.05 MAINTENANCE

- A. Maintain seeded areas, including watering, weeding, and replanting, as necessary for at least 60 days after sowing and as much longer as necessary to establish a uniform stand of the specified grasses until acceptance. The Contractor is responsible for any remedial work required to maintain a healthy stand of grass for a period of one (1) year following completion and readiness for final payment.

- B. After the grass has started, all areas and parts of areas which fail to show a uniform stand of grass, for any reason whatsoever, shall be reseeded, and such areas and parts of areas shall be reseeded repeatedly until all areas are covered with satisfactory growth of grass. Establishment of seeded areas shall conform to NHDOT Specifications Division 600, Section 646 "Turf Establishment."

END OF SECTION

SECTION 13001
SITE SAFETY AND CONTINGENCY WORK PLAN OUTLINE

PART 1 GENERAL

1.01 DESCRIPTION

- A. The Old Suncook Road Landfill is located off of Old Suncook Road in Concord, New Hampshire, west of Airport Road and north of Manchester Street (Route 3). The landfill comprises an estimated 22.6 acres of the approximate 39-acre site owned by the City of Concord. Also located on the site is the Sanel Fields that is used by the local recreational leagues. The site is not in close proximity to any surface water or municipal separate storm sewer system. The landfill was reportedly operated from approximately 1968 to 1975 and accepted municipal solid waste from the City of Concord and the Towns of Pembroke and Dunbarton, and for a period of time, septage wastes. Prior to use as a landfill, portions of the site were used for gravel pit operations. The bottom of waste is approximately 25 to 30 feet below ground surface based on test borings and historical information. The topography of the landfill is relatively flat on the northern, western, and eastern portions, with the central portion approximately 10-feet above surrounding grades. The grades around the perimeter of the landfill are approximately two to five feet lower than the existing native ground beyond the limit of waste, due to degradation and settlement of the waste materials. The central portion of the site includes several feet of fine sand and clayey silt materials, reportedly from the I-93 Exit 13 construction, that had been placed over the existing landfill cover and graded.
- B. The proposed construction may include incidental excavation and relocation of waste materials during grubbing, and uncovering waste materials during removal of stumps. Air quality degradation, potentially flammable gas (methane), gas emissions, noxious odors, and nauseating odors may occur during the execution of the Work due to the decomposition of wastes.
- C. The purpose of the Site Safety and Contingency Work Plan (SSACWP) outline is to assist the Contractor in assessing specific site hazards which may be encountered, to suggest safety procedures which will reduce personnel exposure to hazardous conditions, and to outline emergency response procedures. The Contractor shall prepare the final SSACWP for Contractor's work. The SSACWP shall be submitted to the Engineer for review prior to beginning site work. The SSACWP will provide for the identification of hazardous site conditions and shall provide for discontinuance of the work in the area identified and notice to the Engineer of the location, time, type of waste and action taken.
- D. This Contract anticipates that the Work will be performed in Level D personal protective equipment (PPE), supported by health-and-safety monitoring and appropriate response actions.

- E. The Contractor shall be fully responsible for liabilities, claims, or damages, which are the result of the Contractor's negligence, willful misconduct or failure to comply with any part of this Contract.
- F. The Contractor shall be solely responsible for the safety of employees and subcontractors. The Contractor shall comply with all applicable provisions of National and Local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards and barricades for the protection of employees on the Work and the safety of others employed near the Work and the public, and shall post danger signs and warning lights clearly indicating potential hazards created by features of the construction.
- G. The Contractor shall provide the developed SSACWP and shall coordinate safety requirements for all representatives visiting the site, including resident engineer, the City, the NHDES, and all other visitors to the site.
- H. The Contractor shall immediately report in writing, giving full details to the Engineer, all accidents which arise out of or in connection with the performance of the Work. The Contractor shall immediately report the accident by telephone or messenger whether the accident occurs on or adjacent to the site, causes death, serious personal injury or substantial property damage. If a claim is made or suit is filed by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claim.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. The Contractor is required to maintain appropriate health and safety equipment on-site for the use of personnel at times during excavation of waste materials, or when the potential exists for exposure to noxious or hazardous conditions.
- B. The Contractor shall maintain at the site in good working order, at a minimum, a combustible gas indicator, oxygen meter, and hydrogen sulfide detector for the duration of the work.
- C. In addition, the Contractor shall maintain fire extinguishers, first aid kits, eye wash and other related safety equipment on-site for the duration of the Work.
- D. All safety equipment shall be inspected periodically by the Contractor and maintained in good working order. The Contractor shall clearly tag and/or

remove from the site, any equipment which does not pass the Contractor's inspection, and replace such equipment immediately.

PART 3 EXECUTION

3.01 SITE SAFETY AND CONTINGENCY WORK PLAN - GENERAL

- A. The Contractor shall prepare a SSACWP in accordance with 29 CFR 1910.120. The plan will include at a minimum, the following for each phase of the Work: identification of specific site hazards, risk analysis, personal protection program, and an air monitoring plan. In addition, the plan shall include a comprehensive work plan and also outline emergency contacts and response actions. The Contractor's SSACWP shall include the elements described in the SSACWP Required Elements Outline, Part 3.05 of this section.
- B. The Contractor's SSACWP shall be prepared by a certified industrial hygienist or a person certified as a safety professional experienced with similar types of projects.
- C. The Contractor shall submit the prepared SSACWP to the Engineer within 2 weeks after Contract award. The SSACWP must be reviewed by the Engineer prior to initiating any site activities. The Engineer's review does not relieve the Contractor of responsibilities for SSACWP completeness, accuracy, and implementation.
- D. All Work shall be consistent with the applicable provisions of Federal, State, and Local laws, including 29 CFR 1926. The Contractor shall comply with all applicable OSHA requirements.
- E. The Contractor shall provide copies of the Contractor's SSACWP to all emergency contacts and agencies listed in this section. The Contractor shall also provide notification of scheduled SSACWP meetings and provide briefings to the emergency contacts and agencies listed in this section.

3.02 SAFETY PERSONNEL - GENERAL

- A. The Contractor's SSACWP shall identify a primary Site Manager who will be available on-site at all times while construction work is in progress. The Site Manager shall be responsible for site activities related to the performance of Work. The Site Manager shall also serve as the Contractor's representative and point of contact for all on-site communications. All communication with the Site Manager shall be considered to be communication with the Contractor. An Alternate Manager shall also be designated to carry out the responsibilities of the primary Site Manager when the primary Site Manager is not available.

- B. The Contractor shall designate a site Safety Officer for the duration of the project. The Safety Officer shall be experienced with work similar in nature to this project along with hazardous materials identification and monitoring. The Contractor may designate an alternate Safety Officer having qualifications meeting this section, to carry out the responsibilities of the primary Safety Officer when the primary Safety Officer is unavailable.
- C. The Safety Officer shall be trained according to the requirements of CFR 29 1910.130 and shall maintain certification throughout the duration of the project.
- D. The Safety Officer shall be present on-site during all intrusive activities which may potentially encounter waste materials.
- E. The Safety Officer shall be responsible for the SSACWP implementation.

3.03 AVAILABLE REPORTS FOR SITE SAFETY AND CONTINGENCY WORK PLAN DEVELOPMENT

The Contractor should review the following reports and documents available at the General Services Department – Purchasing Division website to assist with SSACWP development. The available documents and reports are as follows:

CMA Engineers, Inc.

- Site Investigation, February 2005
- Landfill Gas Migration Investigation, February 2005
- Groundwater Management Permit Application, December 2006
- Annual Groundwater Quality Report, June 2011

3.04 ADDITIONAL CONSIDERATIONS FOR SSACWP DEVELOPMENT

In addition to the available information and data provided in the documents described in Part 3.03 of this section, the Contractor is provided the following additional considerations for SSACWP development.

- A. Physical Hazards: The Contractor should recognize construction physical hazards. Physical hazards include the following: heavy equipment operation during excavation of solid waste, falling trees during clearing and grubbing, potentially unstable slopes, bulky waste materials, boulders, or other objects which may become dislodged and move downslope during excavations, obscured vision due to dust or other obstructions, sharp objects and unstable footing on waste.
- B. Air: Decomposition of any remaining municipal solid waste (MSW), organic materials, construction and demolition (C/D) debris, compost, and yard waste may generate gases such as methane, carbon dioxide and hydrogen sulfide.

Landfill gas may migrate through the soil in the vicinity of the landfill. Excavating into waste may cause additional landfill gases to be released and may create dust which may contain trace concentrations of metals or organic compounds.

Grubbing and uncovering of waste materials could result in the release of potentially obnoxious and nauseating odors. The SSACWP shall include provisions in the event of nauseating odors.

- C. Groundwater: On-site water quality wells have historically detected arsenic, manganese and volatile organic compounds (VOCs) at concentrations exceeding New Hampshire Ambient Groundwater Quality Standards (NH AGQS). However, exposure to groundwater during excavation work is not anticipated.
- D. Stormwater and Leachate: Stormwater runoff may contain residual compounds resulting from contact with wastes in the landfill. During grubbing and disturbance of waste, leachate entrained in the waste may be released.

3.05 SITE SAFETY AND CONTINGENCY WORK PLAN REQUIRED ELEMENTS OUTLINE

The requirements for the Contractor's SSACWP shall be as described in the following outline. The order of the Contractor's SSACWP sections may be modified by the Contractor. The Contractor may also include additional sections or provisions as needed or required based on the Contractor's approach to completing the Work. The absence of particular provisions in the outline does not relieve the Contractor of developing appropriate sections or procedures for site work in accordance with applicable OSHA standards. The Contractor shall ensure that all subcontractors engaged to perform work for Contractor either adopt the Contractor's SSACWP provisions or develop a SSACWP consistent with the following outline.

- A. Introduction: This section shall describe the Contractor's SSACWP purpose. This section shall describe the health and safety responsibilities of the Contractor and subcontractors in performing the Work. This section shall describe the general OSHA training requirements for personnel involved in site field work.
- B. Site Description/History: This section shall briefly describe relevant physical site features including the following: location, size, layout, topography, surface water and ground water. The site history shall briefly describe relevant previous site activities which may assist site workers in understanding the nature of wastes anticipated during construction activities.
- C. Project Description and Work Plan: This section shall briefly describe the general tasks to be conducted by Contractor. The project description and work plan section shall include categories of site work such as excavation, grading, liner placement and methane vent pipe installation.

- D. Personnel, Responsibilities and Training Requirements: This section shall include the Contractor personnel names, company affiliation, responsibility and whether the individual will be on-site during specific tasks. This section shall name a Site Manager, Alternate Site Manager, Safety Officer, and an Alternate Safety Officer. Contractor's construction foreman, heavy equipment operators and laborers may be listed as "VARIOUS." All site personnel shall read and sign the Contractor's SSACWP. This section should also list Engineer representatives, municipal emergency response representatives and appropriate regulatory agency officials. The training and medical monitoring requirements specified in 29 CFR 1910.120 for each individual or class of individuals shall be specified in this section. The level of training and medical monitoring per individual shall be appropriate for the tasks assigned.
- E. Hazardous Material Summary: This section shall include the general categories of the waste physical and chemical characteristics which may be encountered during site work.
- F. Hazards of Concern: This section shall include the applicable general hazards of concern for consideration during site work. Example hazards of concern include the following: heat stress, cold stress, explosive or flammable substances, oxygen deficiency, radiological, biological, noise, toxicity, corrosivity and physical hazards.
- G. Overall Hazard Evaluation Per Task: This section shall include a qualitative assignment of risks as high, medium, low or unknown to health and safety resulting from site work per task. This section shall include justification of the PPE level used for each site task based on the qualitative risk designation. Justification for selection of PPE may include: the hazards of anticipated wastes, the nature of the task, and selection of air monitoring procedures and/or frequency to evaluate that the proper level of PPE is maintained.
- H. Protective Clothing: This section shall establish the anticipated task-specific levels of PPE (such as A, B, C or D) based on the task-specific hazard evaluation. This section shall include a task-specific description of the levels of PPE including the anticipated respiratory and protective clothing requirements for each task.
- I. Environmental Monitoring Equipment and Procedures: This section shall establish the task-specific environmental monitoring equipment and monitoring procedures to be employed during site work. This section shall include the instrument type and the monitoring parameter (for example methane) for each monitoring device employed during site work and a description of calibration procedures to be followed for the instrument. This section shall establish task and instrument specific monitoring frequencies to be employed during site work. This

section shall establish the task-specific conditions under which levels of PPE shall be upgraded in response to environmental monitoring.

- J. Mitigation of Physical Hazards: This section shall include a description of mitigating procedures for task-specific physical hazards that will be employed during site work. This section may include a description of mitigating procedures for fall prevention, fire and explosion hazards, electrical hazards and heavy equipment operation hazards.
- K. Personnel Decontamination Procedures: This section shall establish personnel decontamination procedures for each level of PPE (such as A, B, C or D) anticipated during site work, including personnel and equipment washing and rinsing procedures. This section shall include a description of the on-site storage method to be employed during site work for used disposable and reusable protective clothing pending final off-site or on-site disposal.
- L. Equipment Decontamination Procedures: This section shall establish procedures to decontaminate equipment that contacts hazardous material, if applicable.
- M. Site Control: This section shall establish procedures to reduce contact of site personnel and equipment with contaminated or potentially contaminated materials, including procedures for reducing site access to non-project personnel or non-essential vehicular traffic.
- N. Heat/Cold Stress Monitoring: This section shall establish procedures to monitor site personnel and site weather conditions to control heat and cold stress. Monitoring may include ambient air temperature, cloud cover and site personnel heart rates and oral temperatures.
- O. Emergency Procedures: This section shall establish mitigation procedures to be followed for potential emergencies during the Work. Potential emergencies may include personnel chemical exposure through potential exposure pathways, personnel injury, fire or explosion and spills of hazardous or potentially hazardous materials. Mitigation procedures may include assessing personnel exposure pathways and vital signs, rendering appropriate first aid measures, contacting fire and/or ambulance units and spill assessment and containment measures. This section shall also establish emergency evacuation procedures if Work area evacuation is necessary during site work. Emergency evacuation procedures may include evacuation signals, evacuation routes and staging areas for the assembling of evacuated personnel.
- P. Emergency Equipment: This section shall designate emergency or safety equipment required on-site during the Work. Emergency equipment may include extra protective clothing, first aid kits, fire extinguishers, portable telephones, air horns, and air purifying respirators with suitable cartridges.

- Q. Emergency Contacts: This section shall include a listing all personnel or agencies that require notification during an emergency. The listing should include the contact name and phone number and where the contact can be located. The listing should include the Project Manager or supervisor, the Safety Officer, the Owner, the Engineer, the local fire and police departments, and appropriate State of New Hampshire and federal agencies. The listing should also include medical emergency contact information including the nearest hospital with emergency services with the hospital address and telephone number, the telephone number of the nearest ambulance service and directions with a map showing the most direct route to the hospital.

3.06 RESPONSE PROCEDURES

- A. It is anticipated that materials encountered in the landfill will consist of household garbage, some construction/demolition waste, and unclassified wastes. However, if potentially hazardous materials are encountered during the progress of the Work, the Contractor shall immediately implement the following:
1. All work in the immediate area will be suspended, and site personnel will be evacuated to a safe zone.
 2. All materials suspected of being hazardous shall immediately be reported to the Engineer and Owner.
 3. The Contractor's Safety Officer and the Engineer will assess if the material is hazardous by observation, screening, or if necessary, by sampling and analysis by the Contractor.
 4. The Contractor shall maintain a log of all incidents related to the discovery of potentially hazardous materials which shall be available to the Owner and Engineer at all times.
- B. If the material is assessed to be a hazard, the Contractor will notify the Engineer and Owner. The notification must include the following:
1. The name and telephone number of the person reporting.
 2. The landfill location where the material was observed.
 3. Identification and approximate quantity of materials discovered.
 4. The extent of on-site hazards and personnel injuries, if any.
 5. An assessment of hazards to health and safety of on-site personnel, and nearby people, if applicable.
 6. Recommendations to control or remove the site hazard.

END OF SECTION

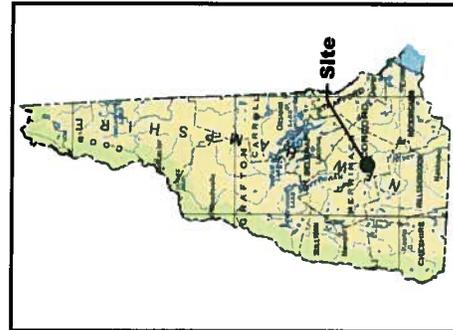
City of Concord, New Hampshire Old Suncook Road Landfill Interim Cover Project Bid # B35-12

Construction Drawings

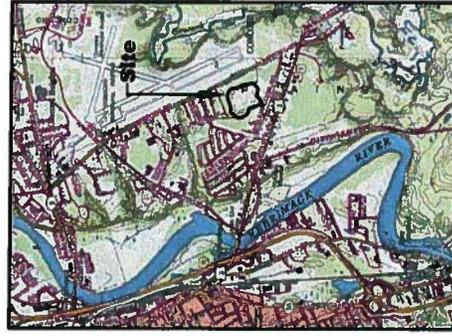
May 2012

Sheet Index

- 1 Existing Conditions Plan
- 2 Proposed Site Plan



Locus Plan



Project Location
Scale: 1" = 2,000'

Prepared For:

City of Concord, New Hampshire
General Services Department
311 North State Street
Concord, NH 03301

Prepared By:



CMA ENGINEERS
CIVIL/ENVIRONMENTAL ENGINEERS
Portland, ME • Manchester, NH • Kennebunk, ME
Phone: 603.883.7010 • Fax: 603.883.7011
Website: www.cmaengineers.com
Email: info@cmaengineers.com

