

B03-11

City of Concord, New Hampshire

Purchasing Division

**REMOVAL OF ENVIRONMENTAL CONTAMINATION
AT #4 CRESCENT STREET, PENACOOK, NH**

Prepared for, and in coordination with the

**ADMINISTRATION
ASSISTANT FOR SPECIAL PROJECTS**

Contract
Bid Documents
Specifications

Firm: _____

Bid Due Date/Time: September 3, 2010 Not Later Than 2:00 PM

Mandatory Pre-Bid Meeting: August 25, 2010 at 10:00 AM

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Technical References

Final Geotechnical Engineering Report
Groundwater Monitoring Summary Report
Eastern Analytical, Inc. Laboratory Report
Combined Phase I/II Environmental Site Assessment
Additional Contractual Provisions
Davis-Bacon Wage Determination-Heavy Construction Projects

INVITATION FOR BIDS

The Purchasing Division, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for:

“B03-11, Removal of Environmental Contamination at #4 Crescent Street, Penacook, NH”

until **2:00 PM on September 3, 2010** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

“B03-11, Removal of Environmental Contamination at #4 Crescent Street, Penacook, NH”

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

Complete copies of B03-11 may be obtained from the Purchasing Division, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at www.concordnh.gov/Purchasing.

A mandatory pre-bid informational meeting will be held at **10:00 am on August 25, 2010** at the site.

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 Instruction 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 contract price.

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 two (2) 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 **October 8, 2010**, 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.

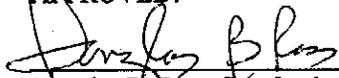
The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

Failure to submit all information as detailed on the Bid Submission Checklist 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.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.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)	mweaver@cdcnews.com www.cdcnews.com

APPROVED:


Douglas B. Ross, Purchasing Manager
Date: 8/18/10

Bid Due Date/Time: September 3, 2010 not later than 2:00 PM
Mandatory Pre-Bid Meeting: August 25, 2010 at 10:00 AM

SCOPE OF WORK

Project Name: "B03-11, Removal of Environmental Contamination at #4 Crescent Street, Penacook, NH"

Description of work to be performed: The removal, segregation and stockpiling of fill materials from the footprint of the proposed building; loading, transportation and off-site disposal of impacted materials (leather scraps and organic material) to a licensed disposal (landfill) facility as non-hazardous waste; dewatering the excavation as necessary; off-site remove of excavation waters; backfilling and compacting the excavation with clean imported fill materials; and transfer and spreading of excavated fill materials, to remain on site, to other locations on the site.