

TOWN OF NEWFIELDS

INVITATION FOR BIDS

FOR

SITE CLEANUP

AT 17 PISSCASIC ROAD NEWFIELDS NH 03856

Submit Bids To:

Town Clerk

Town of Newfields

65 Main Street

Newfields NH 03856

603-772-5070

suemckinnon@newfieldsnh.gov

SECTION 1: INVITATION

The Town of Newfields, NH invites qualified waste and junk removal professionals to respond to this Invitation for Bids (IFB) for Property Clean-Up Services. The Town is seeking a Contractor that will provide cleanup and services for the property located at 17 Piscassic Road, Newfields NH 03856.

SECTION 2: INFORMATION / INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS

Whenever the following words occur in this Contract, they shall have the following meanings:

BIDDER means any potential Contractor who responds to this Invitation for Bids.

COMPETITIVE SEALED BIDDING is a transparent procurement method in which Bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Contract. Award is typically made to the lowest responsive and responsible Bidder.

CONTRACT ADMINISTRATOR shall mean the Town officer or employee under whom the Contract will be performed, directed, inspected and supervised. Any reference to the Contract Administrator in the Contract shall mean the Contract Administrator or designated representative.

CONTRACTOR or **CONSULTANT** means any person having a Contract with the Town of Newfields.

TOWN shall mean the Town of Newfields.

INVITATION, INVITATION FOR BIDS, or IFB means all documents, whether attached or incorporated by reference, utilized for soliciting sealed competitive Bids, also referred to as Solicitation.

RESPONSIBLE BIDDER means a Contractor who has the capability in all respects to perform fully the requirements stated in the Invitation for Bids and who has the integrity and reliability that will assure good faith performance.

RESPONSIVE BIDDER means a Contractor who has submitted a Bid that fully conforms to the requirement of the Invitation for Bids.

WORK means the requested services, supplies, or equipment

2.3 EXAMINATION OF CONTRACT DOCUMENTS

2.3.1 The Work described herein shall be in accordance with Newfields current General Conditions, Special Provisions, Contract, and Specifications contained or referenced in this Solicitation.

2.3.2 Before submitting its Bid, each Bidder must (a) examine the Contract Documents thoroughly and (b) familiarize itself with any applicable Federal, State and local laws, ordinances, rules and regulations, and standards affecting performance of the Work.

2.3.3 The submission of a signed Bid will certify that the Bidder has read, understands and can comply with every requirement of this Solicitation, including its terms and conditions, under which this Contract will be awarded, administered, and performed.

2.4 SOLICITATION TIMELINE

The following is the anticipated Solicitation timeline. The Town reserves the right to extend any deadline in the timeline below by issuance of an addendum.

<u>Activity</u>	<u>Date</u>
Bid Issued	June 1, 2021
Questions From Bidders Due	June 10, 2021
Town's Responses to Questions	June 16, 2021
Bid Due Date	June 28, 2021 by 10:00a.m.
Anticipated Award	July 2, 2021

2.5 BIDDER QUESTIONS

All prospective Bidders must carefully examine the Solicitation, including terms and conditions. In the event of doubt of anything contained in this Invitation for Bids, all questions or requests for clarification about the meaning or intent, discrepancies or omissions of the Contract Documents shall be submitted via email no later than date specified in Section 2.4 to the Town Clerk Sue McKinnon (suemckinnon@newfieldsnh.gov). Responses to questions and requests for clarification will be posted to the Town's website, <https://www.newfieldsnh.gov/rfps> no later than date specified in Section 2.4. Only questions answered in a formal written response will

be binding. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Bidder by the Town will be furnished to all prospective Bidders, if that information is necessary in submitting Bids, or if the lack of such information would be prejudicial to other prospective Bidders. Bidders are responsible for checking the Town's website for any addenda. The Town makes no guarantee that any questions submitted after the deadline will be answered.

2.6 BIDDER QUALIFICATIONS

2.6.1 Performance and Experience

Bidder shall be responsible and have the capability to properly furnish the Services for the duration of the Contract term, and shall have the necessary expertise, personnel, equipment, and sufficient capital to provide the Work within the time specified.

2.6.2 Minimum Experience

Bidders shall possess any and all certifications required to complete duties as specified in Section 3, Scope of Work. Bidders shall have a minimum of three (3) years of experience in trash, junk or materials clean-up services.

2.6.3 References

Bidder shall be required to provide two (2) customer references government or private industry for contracts of similar scope and size completed within the last three (3) years. These customers may be contacted by the Town. Responses will be considered by the Town in assessing Bidder responsibility. Customer contact information must be submitted on the References form located in the Appendix at the end of this document.

2.7 PREPARATION AND SUBMISSION OF BIDS

2.7.1 Bid Forms

Each Bidder shall submit a Bid using the forms provided by the Town, located in the Appendix. All forms must be completed in full and all blank spaces shall be properly filled in. Each Bidder shall state a fully burdened lump sum, typewritten or written in ink for each of the separate item(s) called for in the Bid Schedule. Bidders shall comply with instructions on the Bid forms. The Bid Schedule must include Bidder name, contact name, address, email address and telephone information. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid forms. For the Bid to be responsive there must be no question about what the Bidder intended. Unless specifically called for in the IFB, alternate Bids will not be considered and the Bid shall be deemed non-responsive.

Completed Bid forms and required attachments shall be submitted in a sealed envelope. The Town must receive each Bid, with guaranty if applicable, in a sealed envelope prior to the time set for the receipt of Bids. The Bid shall be so marked as to clearly indicate its contents without requiring it to be opened. No other method of submission, other than those specified herein, shall be considered. Unauthorized conditions, limitations or provisions attached to a bid will render the bid non-responsive.

2.7.2 Location & Timely Delivery

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. If the Bid is submitted by mail, the sealed envelope, containing the Bid Documents, shall be addressed to: Town of Newfields, Town Clerk, 65 Main Street, Newfields NH 03856. The envelope shall state "BID ENCLOSED" and include the Bidder's name and address, Bid Title, Due Date and Time on the envelope. Upon receipt by the Town Clerk, each Bid shall be signed or stamped with the time and date received; but it shall not be opened. The only acceptable evidence to establish the time of receipt is the time/date stamp on the envelope or other documentary evidence of receipt maintained by the Town Clerk. Any Bid received after the exact time for receipt, by the date specified in Section 2.4 will not be considered for award and will be returned to the Bidder unopened. However, an exception may be made when a late Bid would have been timely but for the action or inaction of Town personnel.

2.7.3 Opening of Bids

Bids will be received until the date and time for receipt stated in the Invitation for Bids. Bids will be publicly opened and read at the Town Hall, located at 65 Main Street, Newfields NH 03856, at the time, and date stated. Bid results will be posted on the Town website.

2.8 RESERVATIONS

The Town reserves the right to do any of the following at any time:

Reject any all Bids;

Waive or correct any minor or inadvertent defect, irregularity, informality, or technical error and any Bid or procedure as part of the IFB;

Require Bidder to submit breakdown of cost or pricing data provided in Bid;

Accept Bid for any item or group of items unless the Bidder specifies otherwise in the Bid or gives notice of an all or nothing award;

Terminate this IFB or any portion of the IFB process and issue a new IFB any time thereafter;

Extend any or all deadlines in the IFB, including the deadline for accepting bids;

Disqualify any Bidder on the basis of any real or apparent conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the Town. Such disqualification is at the sole discretion of the Town and its decision shall be final;

Reject the bid of any Bidder that is in breach of or in default under any other agreement with the Town;

Reject any bid deemed by the Town to be non-responsive and/or conditional;

Make such investigations as deemed necessary to determine if a Bidder is capable of meeting contract requirements. The determination of the Town as to the Bidder's ability to perform is at the sole discretion of the Town and its decision shall be final;

Determine whether a bid meet, exceed or does not meet Town's specification.

2.9 MULTIPLE BIDS

A Bidder may submit only one Bid. More than one Bid from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and may be considered grounds for disqualification of the Bids involved, and rejection of the Bids, at the Town's sole discretion.

2.10 AWARD OF CONTRACT

The Town reserves the right to reject any and all Bids, including but not limited to, fiscally unacceptable, non-conforming, unbalanced or conditional Bids; and to waive any and all irregularities in the Bids and Bidding process. The Town may reject, as non-responsive, Bids in which Bidders fail to submit their Bid in accordance to the Invitation for Bids. The Town shall award a Contract to the responsive and responsible Bidder who submits the lowest estimated total in conformance with the Invitation for Bids. The Town will make a determination of whether the minimum qualifications, as described in Bidder's Qualifications herein, have been met. The Contract will be awarded by the Town, by written acceptance within 5 days after the Selectboard choses a winning Bid or within the time for acceptance specified in the Invitation for Bids, or in any extension thereof agreed to by the parties.

2.11 EXECUTION AND ACCEPTANCE OF THE CONTRACT

The Bid as submitted shall serve as the final Contract acceptance document of a Bidder. The Town will advise the selected Bidder by issuing an Intent to Award letter, as well as request any additional documentation as required by the Contract Documents. Failure by the Bidder to execute the Contract and submit such other documents as required by the Contract Documents and file acceptable insurance and bonds within five

business days of receiving the Intent to Award letter shall be just cause for canceling the Award. Award may then be made to the next lowest responsive and responsible Bidder or the Work may be re-solicited, as the Town may decide. A notice to proceed will be issued after (1) a Contract has been executed by both the Town and the successful Bidder and (2) receipt and acceptance by the Town of a Bidder's insurance, bonds, and any other required documents

SECTION 3: SCOPE OF WORK/SERVICES AND SPECIAL PROVISIONS

3.1 GENERAL DESCRIPTION

The Town is seeking a Contractor that will provide cleanup services. Contractor shall provide all labor and expertise for clean-up, collecting, removal, and disposal services involving the property at 17 Piscassic Road in Newfields NH 03856. Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered during the course of work given the materials on site. The items to be removed include abandoned automobiles, tractors, trailers, landscaping equipment, and other miscellaneous materials located outside of the home on the site. Contractor may be required to remove and dispose of vegetation in order to gain access to some of the items. Prospective bidders are invited to view the site at their convenience from the Town owned property between the school and the property at 17 Piscassic Road. If necessary for evaluation of the work to be performed, bidders should submit questions as per the Bid Schedule indicated above.

3.2 SCOPE OF WORK

As directed by the Town, Contractor shall provide material/junk removal services for the property at 17 Piscassic Road in Newfields NH:

3.2.1 Notification:

Contractor shall receive notification from a Town representative by phone or email. Contractor shall coordinate a Site Assessment Meeting within 48 hours of initial contact by the Town.

3.2.2 Site Assessment Meeting:

Contractor shall meet with the designated Town representative at the job site to review volume of work anticipated and schedule clean-up work that shall occur within five (5) working days of the Site Assessment Meeting

3.2.3 Day of scheduled clean-up work:

Contractor shall meet with the designated Town representative at the specified job site at the specified time.

Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to remove the materials on the site.

Contractor shall provide a crew sufficient to properly clear and clean the site.

Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.

Contractor shall provide and maintain to their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for collecting, removal, and transportation of debris.

PPE shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

Contractor shall remove, transport, and dispose of all debris, and other hazardous substances and materials to proper collection sites (Landfill, hazardous collection site, etc.) in accordance with all applicable laws.

Contractor shall photograph the site before and after the cleanup to document the condition of the site.

Contractor shall provide photographs of cleanup to the Town electronically within 5 business days after completion of the clean-up.

3.2.4 Best Practices

Contractor shall follow best practices of work procedures to safely manage any hazardous materials that may be found on site.

Contractor shall immediately contact the local Police Department in the event that weapons or illegal contraband is found.

Disposal fees for the removal of debris, and other hazardous substances and materials shall be defined on Appendix A Bid Schedule.

3.3 CONTRACTOR CONDUCT

Contractor's staff shall conduct themselves in a courteous and business-like fashion at all times while representing the Town.

3.4 COST

Bid price shall be all inclusive for site cleanup.

3.5 BASIS OF AWARD

The Town will make an award to the lowest responsive and responsible Bidder; the lowest Bidder will be determined by comparing Bids in accordance with the Bid Schedule Form located in Appendix A.

3.6 INVOICING

Invoices shall reference the Agreement number, be submitted by email to Town Clerk Sue McKinnon (suemckinnon@newfieldsnh.gov), or one hard copy based on the prices identified in the Bid and addressed to Town of Newfields, Town Clerk, 65 Main Street, Newfields, NH 03856.

SECTION 4: TERMS AND CONDITIONS

4.1 CONTRACT DOCUMENTS

4.1.1 The Contract Documents may include any or all of the following: Invitation for Bids, Bid Submittal, Bonds, Notice of Award, Notice to Proceed, Change Order(s), Drawing(s), Technical Specification(s), these General Conditions, Special Provisions, Standard Details, Amendments, Addenda, Contract Execution Page, and other contract provisions as necessary to execute and effect a Contract between the parties.

4.1.2 The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the provision of the Work in accordance with the Contract Documents and all incidental work necessary in an acceptable manner.

4.1.3 In resolving conflicts, errors, and discrepancies within the Contract Documents, the Documents shall be given precedence in the following order:

- Agreement
- Invitation For Bids, conformed if necessary
- Bid Submittal

4.1.4 This Contract constitutes the sole and entire agreement with the Contractor for the Work.

4.2 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the obligations or services to be performed there under shall be subcontracted, assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of the Town of Newfields. Written consent of

the Town is also necessary for substitution of a previously approved subcontractor or assignee.

4.3 MATERIAL AND WORKMANSHIP

All Work under this Contract shall be performed in a workman like manner. The Town may require, in writing, that the Contractor remove from work any employee deemed incompetent, careless, or otherwise objectionable.

4.4 FAILURE TO PERFORM

Failure of the Contractor to perform the required services within the time specified or within a reasonable time shall constitute authority for the Town to purchase in the open market services to complete the job. On all such purchases, the Contractor shall reimburse the Town within a reasonable time as specified by the Town for any expense incurred in excess of Contract prices, including any administrative costs.

The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Town that failure to perform this Contract was due to causes beyond the control and without the failure or negligence of the Contractor.

4.5 TERMINATION OF CONTRACT

4.5.1 The Town may terminate this Contract at any time by giving the Contractor 10 calendar days' written notice thereof. Notice of termination shall be sent by e-mail to the email address included as part of the Bid. Upon termination, the Town shall pay the Contractor its allowable costs incurred to the date of termination and those costs deemed necessary by the Town to effect termination.

4.5.2 In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within 10 business days of receipt of notice thereof from the Town cure such breach or violation, the Town may immediately terminate this Contract and shall pay the Contractor only its allowable costs to the date of termination. If the Contractor does cure the breach or violation, any subsequent breach or violation of any kind may be cause for immediate termination without advance notice.

4.6 GOVERNING LAW

This Contract shall be governed by and construed according to the laws of the State of New Hampshire.

4.7 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

4.7.1 that it is qualified to do business in the State of New Hampshire and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

4.7.2 that it shall comply with all Federal, State and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract; and

4.7.3 that it shall procure, at its own expense, all licenses, permits, insurance, bonding, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

4.8 FORCE MAJEURE

4.8.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (herein after called "Force Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinances of any government, governmental agency or court having or claiming to have jurisdiction over any part of the Contract, or any other causes (whether or not of kinds specifically mentioned herein). Notwithstanding anything in this Contract, Force Majeure does not include the Contractor's failure to obtain the necessary permits, licenses, exceptions, or other authorizations required to perform this Contract.

4.8.2 Either party hereto shall give notice promptly within three (3) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance under this Contract. Failure to do so shall constitute a waiver of any claim hereunder.

4.9 INSURANCE

The Contractor will be required to secure insurance as indicated below, if applicable.

4.9.1 Insurance Requirements: Contractor shall, at its expense, procure and maintain during the life of the Contract all the insurance on all of its operations in companies acceptable to the Town, as required by this section, and shall submit Certificates of Insurance to the Town with Contractor's bid submittal. The notice to proceed shall not be issued, and the Contractor shall not commence work until such insurance has been approved by the Town. Acceptance of the insurance shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The Town reserves the right to require the Contractor to provide Insurance Policies for review by the Town in the event there is a dispute regarding the scope and coverage of insurance.

4.9.2 Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability Insurance for all employees assigned to the Work. Employers' liability insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. The Contractor shall require any subcontractor to provide evidence of Worker's Compensation and Employers' Liability Insurance, all in strict compliance with New Hampshire State Laws.

4.9.3 General Liability Insurance: The Contractor shall also secure and maintain during the life of the Contract such General Liability Insurance as shall protect the Town, its directors, officers, employees, and agents from claim which may arise from operations under this Contract, whether such operations are by itself, by any subcontractor, or by anyone directly or indirectly employed by either of them. Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Town for bodily injury, property damage, and personal injury liability for the limits of liability indicated below and including, but not limited to, coverage for: premises and operations; products and completed operations; contractual liability insuring the obligations assumed by Contractor in this contract; broad form property damage (including completed operations); explosion, collapse and underground hazards; bodily injury; property damage; arrest, false imprisonment, malicious prosecution, defamation of character, libel and slander alleged to have been caused by Contractor or employees of Contractor or subcontractors; personal injury liability; accidental spillage, cleanup and other related costs. Claims for Personal injury, Property Damage arising out of the discharge, dispersal, release or escape of pollutants, or claims arising from the loading, unloading or transportation of hazardous materials by any type of licensed vehicle on a public road. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits where applicable, shall apply separately to Contractor's work under this Contract. This Liability Insurance shall be in an amount not less than

\$1,000,000 for each occurrence, \$5,000,000 for each occurrence for work on public roadways. Contractors performing construction work shall carry the required Commercial General Liability Insurance for ten (10) years following completion of Contractor's work under this Contract and Contractor shall furnish Certificates of Insurance to Town at the inception of each of these subsequent policies for ten (10) years as evidence of this required insurance. Broad form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$25,000 without approval of the Town.

A. One of the following coverage forms is required:

- a. Comprehensive General Liability Commercial
- b. General Liability (Occurrence)

B. If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:

- a. \$1,000,000 each occurrence
- b. \$2,000,000 Aggregate

C. If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- b. \$1,000,000 for Personal Injury Liability
- c. \$2,000,000 Aggregate for Products-Completed Operations
- d. \$2,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Work or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$2,000,000.

D. With respect to whichever general liability policy form is furnished, the Town, its officers, directors, employees and agents shall be named as Additional Insured per Additional Insured Endorsement or equivalent. This Endorsement is to be attached to insurance certificates submitted to the Town. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by the Town, its officers, directors, employees and agents will be excess only and will not contribute with Contractors insurance.

4.10 CONTRACTOR'S LIABILITY

The Contractor shall indemnify, keep and save harmless the Town and its directors, officers, employees, and agents against all suits or claims that may be based on any injury to, or death of, any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees. The Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom. If any judgment shall be rendered against the Town in any such action, or if the Town enters into a settlement to resolve the whole or a portion of such action, the Contractor shall at its own expense satisfy and discharge the same. Termination or expiration of the Contract shall not affect the Contractor's duty to indemnify, keep and save harmless for suits or claims accruing during the Contract period.

4.11 ENVIRONMENTAL COMPLIANCE

Contractor shall comply with applicable environmental statutes, regulations and guidelines in furnishing the Work under this solicitation, including laws on the disposal of hazardous wastes. Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous substances or disposal of hazardous wastes during the course of furnishing the Work in accordance with this Solicitation. Contractor shall be solely responsible for all claims and expense associated with the disposal of hazardous wastes or with the response to or removal of any release, including without limit, payment of any fines or penalties levied against the Town by any agency as a result of such release. Contractor shall hold harmless, indemnify, and defend the Town from any claims, suits, actions, costs or expenses arising from such disposal or release.

4.12 NON-COLLUSION CERTIFICATION

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham, collusive, or made in the interest or on behalf of any person therein named. The Bidder also represents that it has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder. If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its sureties shall be liable to the Town for all loss or

damage which the Town may suffer thereby; and the Board may re-award the Contract pursuant to appropriate procedures.

4.13 TOWN'S WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in these Solicitation Documents by the Town on any particular occasion shall not constitute a general waiver of any other provision, term, or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term, or condition of the Contract.

4.14 SEVERANCE

If any provisions of the Solicitation Documents or Contract are declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

4.15 ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

4.16 RIGHTS AND REMEDIES OF THE TOWN

The rights and remedies of the Town provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

4.17 STATUS OF CONTRACTOR, LICENSES AND PERMITS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the TOWN. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR. Contractor shall possess such State and local licenses, certificates and permits required of the Contractor by law, and shall furnish satisfactory proof to the Town upon request that such licenses, certificates and permits are in effect during the entire period of the Contract. When transporting equipment or materials over public roads, the Contractor shall comply with the laws of the State of New Hampshire

regarding permits for loads and/or vehicles that exceed statutory limits for size and weight.

4.18 WORK AREAS AND ACCESS

4.18.1 Work Hours:

The Contractor shall conduct its operations between 7:00 a.m. and 4:00 p.m., Monday through Friday, with no work performed on Saturdays, Sundays or Town holidays.

4.18.2 Town/School Access:

Town and/or Newfields School personnel may be working in and around the property next to the work area. The Contractor shall not park or store vehicles, material or equipment in such a manner that will restrict Town or public access to the School, its equipment and facilities.

4.18.3 Public Safety:

The Contractor and subcontractors shall exercise caution and maintain speeds as posted on the roads when entering and exiting the worksite.

4.19 SITE CONDITIONS

Contractor shall inform itself fully and assume the risk as to uncertainties of weather, work area restrictions, or similar physical conditions at the project site.

4.20 ACCIDENT PREVENTION / SAFETY

4.20.1 Contractor shall be solely responsible for job site safety, accident prevention, bodily injury, including death, to persons arising from its operations.

4.20.2 Contractor shall comply with all applicable federal, state, and local laws and regulations, including safety orders of the State of New Hampshire, and shall also take or cause to be taken such additional measures as may be necessary for the prevention of accidents.

4.20.3 Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons. Contractor shall continuously inspect all work, materials, and equipment to insure safe working conditions are maintained.

4.20.4 During the performance of the work, Contractor shall institute controls and procedures for the control and safety of persons visiting the job site.

4.20.5 Contractor shall maintain an accurate record of, and shall report to the Town in writing, exposure data, and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to work performed under the Contract.

4.20.6 No part of the time lost due to any stop work order, for items related to this article, issued by proper authority shall be made the subject of claim for extension of time or for extra costs or damages by Contractor.

4.20.7 Compliance with the provisions of this article by subcontractors shall be the responsibility of the Contractor.

4.20.8 The Contractor shall exercise the necessary precaution to prevent unauthorized fires either within or adjacent to the work area and shall be responsible for all damage from fire due directly or indirectly to its own operations and/or employees of its subcontractors and suppliers. The contractor shall comply with all Federal, State and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the work.

4.21 UTILITIES AND FACILITIES

4.21.1 Electrical Power –The Contractor shall furnish all electric power needed for performing the work. Concrete, asphalt concrete and wooden surfaces shall be protected from oil and fuel spillage, such as from portable generators. Stained surfaces shall be cleaned and restored satisfactorily.

4.21.2 If required, Contractor shall furnish and maintain in sanitary condition adequate toilet facilities at the site of Work. Such facilities shall be subject to the concurrence of the Town as to location and type. The Contractor shall remove the facilities and disinfect the premises upon completion of the Work. All portions of the work shall be maintained at all times in a neat, clean, and sanitary condition.

BIDDER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to the Town of Newfields Bid Request for Clean-Up Services at 17 Piscassic Road.

I certify that the following information submitted is true and correct:

The company has been engaged in performing similar services to those under this Solicitation within the United States for a minimum of three(3) years.

1.NAME OF PROPOSER:_____

2.BUSINESS ADDRESS:_____

3.DIR NUMBER:_____

4.TELEPHONE NO.:_____

5.EMAIL:_____

6.OFFICIAL REP. & TITLE:_____

7.SIGNATURE :_____

8.DATE:_____

REFERENCES FORM

Please provide two (2) references for contracts of similar scope and size within the past three(3) years. These customers may be contacted by the Town. Responses will be considered by the Town during the proposal evaluation process.

1. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description:

2. Name: _____

Address: _____

City, State, Zip: _____

Telephone /Email: _____

Contact Person and Role: _____

Brief Description:

BID SCHEDULE

Please provide fully burdened fixed fee price for each item below, to be effective for the base term of the Contract, which shall include labor, tools, equipment, profit, vehicle, fuel, insurance, and any other costs necessary to accomplish the Work specified in Section 3, "Specifications / Special Provision":

Bid Item Description	Price
Site Cleanup Mobilization/Demobilization	\$
Site Cleanup Labor	\$
Site Cleanup Equipment	\$
Other Anticipated Costs/Offsets (Specify)	\$
TOTAL SITE CLEANUP COST	\$