



*Plaistow Town Hall
145 Main Street
Plaistow, NH 03865*

Town of Plaistow, New Hampshire

OFFICE OF THE TOWN MANAGER

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REQUEST FOR PROPOSALS LANDFILL FINAL COVER SYSTEM REPAIR

November 16, 2020

The Town of Plaistow is requesting proposals for repair work on the final cover system of the Town's closed landfill. The landfill is located adjacent to the former Municipal Highway Garage at 6 Wilder Drive, also known as 37 Old County Road, Plaistow, New Hampshire 03865. The proposal is for repairs to the closed landfill cap in accordance with all standards and requirements of New Hampshire Department of Environmental Services (NHDES) and Environmental Protection Agency (EPA).

Copies of this RFP and Construction Drawings as prepared by Sanborn Head & Associates, Inc (Sanborn Head), dated November 2020 are available on the Town's Website or by contacting Dee Voss, Special Projects Coordinator at dvoss@plaistow.com.

Questions may be directed to the Town Manager by emailing mpearson@plaistow.com.

LIMITATIONS:

This request for a proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The Town reserves the right to waive any informalities, to negotiate with any proposer and to reject any and all proposals. No proposer may withdraw his proposal within (120) days after the actual date of the opening thereof. Further;

AWARD OF CONTRACT:

The contract for this project will be awarded at the direction of the Board of Selectmen after Annual Town Meeting in March of 2021.

Any contract entered into by the Town will be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible proposers. In order to qualify as responsive and responsible, the proposer must meet the following standards as they related to this request:

1. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
3. Have the appropriate Occupational Safety and Health Administration (OSHA) training for working on/around capped landfill sites;
4. Be able to comply with the proposed or required time of completion or performance schedule;
5. Have a demonstrated satisfactory of performance;
6. Adhere to the specifications of this proposal and provide all documentation required of this proposal.

The contract will be awarded to a responsive and responsible proposer based on cost and experience.

The Town reserves the right to reject any and all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as maybe in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

Provisions concerning insurance, worker's compensation, termination for convenience of the Town, specific payment schedules, guarantees and warranties, and compliance with additional statutory requirements specific to governmental contracts will be tailored to the specific construction contract.

GENERAL SCOPE OF WORK:

The proposed construction and details will follow the standards of the Construction Documents, dated November 2020, including the Construction Drawings, Technical Specifications, and Constructions Quality Assurance Plan as prepared for the Town of Plaistow by Sanborn Head as well as all specifications outlined in this RFP.

SCHEDULE:

The CONTRACTOR may start construction after April 19, 2021. Substantial Completion is expected by July 16, 2021, with Final Completion by August 13, 2021.

SUBMISSION DATE:

All proposals must be submitted to the Town of Plaistow, Office of the Town Manager, 145 Main Street, Plaistow, NH 03865 by Thursday, December 17, 2020, 4:00PM; by including six (6) hard copies, in a sealed envelope clearly marked **“Plaistow Landfill Final Cover System Repair”** on the outside of the “sealed” envelope.

All proposals upon submission become the property of the Town of Plaistow. This solicitation in no way obligates the Town of Plaistow to award a contract.

Proposals will be opened publicly on December 17, 2020 at 4:00PM, at the Plaistow Town Hall, 145 Main St, Second Floor, Plaistow, New Hampshire 03965 and reviewed by appropriate Town Staff, and/or the Town Manager and/or the Town’s Project Consultant. All those in attendance at the proposal opening will be required to pass all COVID-19 screening protocols, will need to wear a facial covering/mask, and practice social distancing.

CERTIFIED CHECK OR BID BOND:

A certified check in the amount of 5% of the CONTRACTOR's Proposal not to exceed \$50,000 or a bid bond furnished by the CONTRACTOR's surety for a like amount, payable to the Town of Plaistow is required with the Proposal. Check will be returned upon execution of the Contract. Bid bonds shall be provided on a form supplied by the Submitter that conforms with the American Institute of Architects A.I.A., Document No. A-310.

PRE-PROPOSAL MEETING:

Mandatory pre-proposal meeting will be held on Tuesday, December 1, 2020 at 10:00 AM, on site at the Plaistow Landfill, 6 Wilder Drive, also known as 37 Old County Road, Plaistow, NH 03865 All interested CONTRACTORS are required to attend in order to prepare acceptable proposal submissions.

Facial coverings/masks and social distancing will be required for the mandatory pre-proposal meeting.

QUESTION AND ANSWER PERIOD:

All inquiries must be submitted by email to the OWNER's representative noted below by Friday, December 4, 2020 by 4:00PM. Answers to the questions submitted by the deadline

will be responded to via email by Friday, December 11, 2020 by 4:00PM in the form of an addendum. The addendum so issued shall become part of the Contract Documents.

OWNER's representative:
Sanborn Head & Associates, Inc.
Attn: Kelly Anderson
Email: kanderson@sanbornhead.com
Phone: 978.577.1047

TOWN ROLE:

Town Staff, with the assistance of consultants from Sanborn Head, will be responsible for administering the project and overseeing the CONTRACTOR's work on this project.

The completion of work will be supervised, reviewed, and inspected by the Plaistow Special Projects Coordinator, Plaistow Highway Supervisor and Town Engineer.

INSPECTIONS

No work shall be covered and/or closed without inspection by the Town of Plaistow and/or its designated representatives. The CONTRACTOR may be required to uncover and/or re-open any work that is closed/covered prior to inspection. Any work that cannot be inspected may be rejected in part or whole by the Town.

CQA oversight and reporting will be provided by Sanborn Head

RESERVATION OF RIGHTS:

The Town reserves the right to make such inquiries regarding the firm's qualifications and reputation as it deems necessary to evaluate the firm.

RETAINAGE:

At completion, there will be a 10% holdback to ensure that all repairs are functioning properly and all vegetation is adequately established.

REQUIRED DOCUMENTS FOR AWARD OF CONTRACTS:

The following documents must be executed prior to award of the contract and the initiation of work. CONTRACTORS are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of intent to award.

- a. Certificate of Insurance (naming Town of Plaistow as an “Additional Insured”
- b. If a corporation, Proof of Current Registration
- c. Executed W-9 Form

LIQUIDATED DAMAGES:

CONTRACTOR and OWNER recognize that time is of the essence as stated above and that OWNER will suffer financial and other losses if the Work is not completed within the time schedule described in this document. The parties also recognize the delays, expense, and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.

GENERAL INFORMATION:

a. Insurance Requirements: As noted previously, CONTRACTOR shall furnish the Town of Plaistow with proof of insurance within (5) calendar days from award of Proposal. The chosen CONTRACTOR shall supply the OWNER (Town of Plaistow) with a Certificate of Insurance showing liability coverage, no less than \$1,000,000 as well as proof of Workers' Compensation insurance for all employees engaged in work. The CONTRACTOR will be responsible for ensuring that their coverage will include, but is not limited to, any necessary riders that will indemnify the OWNER should the CONTRACTOR accidentally, or through negligence, pierce the landfill cap/membrane and/or cause physical, property, or environmental damages due to escaping methane gas. Such costs of any additional necessary insurance riders shall be the CONTRACTOR's expense.

b. Performance and Payment Bonds: A Performance Bond and a Payment Bond, each for 100% of the Proposal value, will be submitted at the time of Contract award on the standard AIA Document A312 -2010 form. Irrevocable Letters of Credit for 100% of the Proposal value may be substituted by the CONTRACTOR for each of the Bonds. The Payment Bond (or Irrevocable Letter of Credit) will not be released until satisfactory evidence has been provided to the OWNER (Town of Plaistow) that all outstanding debts, liens, and judgments incurred by the CONTRACTOR for the performance of SUBCONTRACTORS, or supplies and materials incorporated into the Work have been paid. The Performance Bond (or Irrevocable Letter of Credit) will be held in force for one year after the Substantial Completion and will serve as warranty of the Contract. The Irrevocable Letter of Credit for Performance (if used in place of a Performance Bond) may not be reduced or released prior to completion of the one-year warranty period unless authorized by the OWNER (Town of Plaistow) and approved by the Lending Authority.

c. Disputes: Any and all disputes between the OWNER and the CONTRACTOR that cannot be satisfactorily resolved between the parties, will be filed in Rockingham County Superior Court, Brentwood, New Hampshire as the Court of jurisdiction.

d. Background check: All CONTRACTORS and their personnel will be required to pass a criminal history check and drivers record check.

e. Permits: The Town will be responsible for obtaining the Solid Waste Management Facility Permit Modification Application as well as the Alteration of Terrain Permit Application. The CONTRACTOR will be responsible for filing a Construction Notice of Intent (NOI) with the EPA as well as preparing a Stormwater Pollution Prevention Plan (SWPPP). Copies of both are to be provided to the Town of Plaistow.

f. Traffic Control/Construction Hours: This project is located off road and should not have significant traffic impacts. CONTRACTORS will be expected to conform to the Town's Zoning Ordinance §220-11 which notes construction hours are 7:00 AM to 7:00 PM.

g. Staging: There should be adequate staging areas on site.

On-site sanitary facilities are not available for use by the CONTRACTOR. The CONTRACTOR will need to provide an on-site sanitary facility (i.e. porta-potty).