

INVITATION TO BID
2015-029 Landfill Monitoring Services

I. GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Procedures, requests sealed written bids from qualified engineering firms for Post-Closure Landfill Monitoring of Hampton's Landing Road Landfill for a two year contract thru the end of 2017.

II. INTENT

The intent of this bid is for the Town of Hampton to hire a qualified engineering firm to perform the following Tasks:

- Task 1. Groundwater Management Permit Monitoring
- Task 2. Landfill Gas Monitoring
- Task 3. Landfill Inspections
- Task 4. Reporting

III. INSTRUCTIONS TO BIDDERS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Chris Jacobs, Public Works Director, at (603) 926-3202.

All bids shall be submitted in conformance with this Invitation to Bid and all its sections, and any attachments, and any addenda distributed.

All requested information must be supplied. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

IV. SPECIFICATIONS

All bids shall be submitted in conformance with the specifications, scope of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids. Consultants shall be listed on the NHDOT Roster of pre-qualified Consulting Engineers.

V. SCOPE OF WORK

The scope of work shall be broken into the following Tasks:

Task 1. Groundwater Management Permit Monitoring

In accordance with Groundwater Management Permit No. GWP-198402023-H-003, the successful engineering firm will collect and arrange for analysis of samples from six (6) groundwater monitoring locations, four (4) surface water locations, and one (1) private water supply well.

The sampling will include:

Groundwater Monitoring Locations: MW-1, MW-2, MW-3, MW-4, MW-6, MW-7.

Surface Water Monitoring Locations: SW-3, SW-4, SW-6, and the culvert inlet at Tide Mill Road south of lot 230/28 (Map 230, Lot 28).

Private Water Supply Well: Leavitt (formerly Schultz) water supply well at 74 Tide Mill Road (Map 241, Lot 9).

The parameters for Analysis will include: Chloride, Nitrate, TKN, Iron, Manganese, and Arsenic. The successful engineering firm will perform field measurements of Static Water Level Elevation, Temperature, pH, Dissolved Oxygen, and Specific Conductance @ 25° C.

At MW-3, MW-4, MW-6 MW-7 and surface water site SW-6 and the adjacent culvert inlet additional parameter VOC 1, 4-dioxane at the same frequency.

Sampling rounds will be conducted on a semi-annual basis, in May 2016, in November 2106, in May 2017 and in November 2017.

Task 2. Landfill Gas Monitoring

In accordance with all the requirements of the Post-Closure Monitoring Program for Hampton's Landing Road Landfill, the successful engineering firm will conduct landfill gas monitoring at seven (7) trench gas vents, four (4) gas monitoring probes, and four (4) gas monitoring wells.

The landfill gas monitoring sampling locations will include:

Trench Gas Vents: TGV-1 through TGV-7.

Gas Monitoring Probes: GMP-1 through GMP-4.

Gas Monitoring Wells: GMW-1, GMW-2, GMW-4 and GMW-5

The successful engineering firm will perform field-measurements of the following parameters at the landfill gas monitoring locations: methane percent by volume, methane percent lower explosive limit (LEL), Percent Oxygen, Hydrogen Sulfide (ppm), and Carbon Dioxide (ppm).

Four (4) landfill gas monitoring rounds will be conducted on a quarterly basis, during each of the following months of 2106: May, July, September, and November, and during each of the following months of 2017: May, July, September and November.

Task 3. Landfill Inspections

In accordance with the requirements of the Post-Closure Monitoring Program for Hampton's Landing Road Landfill, the successful engineering firm will conduct post-closure inspections.

The landfill post-closure inspections will include a site-walk encompassing the entire landfill, with visual inspection of site access roads, access control (fencing/natural boundaries), drainage structures, gas vents, groundwater and soil gas monitoring wells, and the condition of the landfill cap (erosion, settlement, damaged vegetation, burrowing animals, vandalism, etc.)

Post-closure landfill inspections will be conducted, on a semi-annual basis, one event in May 2016, one event in November 2016, one event in May 2017, and one event in November 2017.

The form entitled “Landfill Post-Closure Inspection Report” provided by New Hampshire’s Department of Environmental Services (NHDES) will be completed for each inspection, along with supporting documents as appropriate.

Task 4. Reporting

Reporting of landfill monitoring activities will be conducted in accordance with the Groundwater Management Permit, Post-Closure Monitoring Program, and correspondence from representatives of the NHDES Waste Management Division.

4.1. Groundwater Management Permit Monitoring Report

Reporting of the Groundwater Management Permit Monitoring will be completed in accordance with Groundwater Management Permit No. GWP-198402023-H-003. The results of analysis of the groundwater, surface water and private water supply well sampling will be submitted to the NHDES Groundwater Discharge Permit Coordinator no later than 45 days after sampling, with a copy to the Hampton Public Works Department. A report will be prepared and submitted for the May 2016, November 2016, May 2017, and November 2017 rounds.

4.2. Annual Post-Closure Performance Report

An Annual Post-Closure Performance Report will be prepared in accordance with the New Hampshire Solid Waste Rules. An electronic PDF format copy of the report will be uploaded to the NHDES OneStop Web Site, and a hard copy will be provided to the Hampton Public Works Department.

The 2016 reports will be prepared, and submitted by January 31, 2017. The 2016 Groundwater Management Permit annual report will include the results of groundwater management permit monitoring for May and November. The 2016 Landfill Gas Monitoring and Inspection annual report will include the results of landfill gas monitoring for May, July, and September, and November, and the results of May and November landfill inspections. The State is expecting two (2) separate reports.

The 2017 reports will be prepared, and submitted by January 31, 2018. The 2017 Groundwater Management Permit annual report will include the results of groundwater management permit monitoring for May and November. The 2017 Landfill Gas Monitoring and Inspection annual report will include the results of landfill gas monitoring for May, July, and September, and November, and the results of May and November landfill inspections. The State is expecting two (2) separate reports.

In addition, the annual report will include a discussion of groundwater and landfill gas trends; assess the overall condition of the landfill, and present recommendations for future Post-Closure Monitoring of the Landing Road Landfill. The Groundwater Management Permit Monitoring portion of the Annual Report will be submitted to the NHDES Groundwater Discharge Permit Coordinator to satisfy the November reporting requirements of Task 4.1 above.

4.3. Incident Reporting

The successful engineering firm will assist the Town of Hampton in reporting incidents or situations at the facility which involve an imminent and substantial risk to human health, safety

or the environment, or which constitute a violation of the solid water rules or the facility permit in accordance with the Solid Waste Rules [Env-Sw 1005.09].

Based on the Hampton Landfill's post-closure record thus far, such incidents, if any, are anticipated to be minor in nature (for example, a continuation of the ongoing difficulties with woodchuck burrowing). Thus, budgeting for incident reporting is included in Tasks 4.1 and 4.2 above. If an incident requiring a greater-than-expected level of effort should arise, the successful engineering firm will notify the Town of Hampton prior to completing services that exceed this expectation.

VI. SCHEDULE OF WORK

The estimated time for completion of this assignment is January 31, 2018

VII. USE OF SUBCONTRACTORS

The use of subcontractors under this contract shall only be allowed upon the approval of the DPW Director or his designee.

The subcontractors will be subject to the same requirements as the selected engineering firm.

If the successful engineering firm utilizes subcontractors, they shall provide evidence that the costs and expenses due to the subcontractor have been paid in full before final payment is made by the town. Such evidence shall be accompanied by a written statement by the subcontractor on company letterhead.

VIII. SAFETY & TRAFFIC CONTROL MEASURES

The engineering firm selected through the award process shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

IX. CONTRACT AGREEMENT

The engineering firm selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document 2015-029 Landfill Monitoring Services and Bid Form shall become part of the contract agreement.

The selected engineering firm and/or its employees and/or subcontractors shall not represent themselves as employees or agents of the Town of Hampton.

The selected engineering firm shall be responsible for furnishing the labor and materials necessary to successfully accomplish the scope of work.

X. LIQUIDATED DAMAGES

Due to the inability to calculate damages precisely, a two hundred dollar (\$200.00) per day penalty in favor of the Town will be deducted from the engineering firm's final payment for each and every day each task report is not complete after 10 calendar days from the date the report is due, time being of the essence. Such late penalty shall be deducted from the payment for the work by way of liquidated damages.

XI. LAWS, PERMITS AND LICENSING

It is the successful engineering firm's responsibility, and anyone employed by the successful engineering firm, to adhere to and comply with all federal, state and local laws, regulations, and codes as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the successful engineering firm's responsibility, and anyone employed by the successful engineering firm, to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XII. NON-ASSIGNMENT

Neither the selected engineering firm nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XIII. INDEMNIFICATION

In accepting the awarded contract, the selected engineering firm and any of its subcontractors shall agree to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed, including the provision of goods necessary to perform the work.

XIV. GOVERNING LAW AND VENUE

This Invitation to Bid, the bid proposal document, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

XV. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected engineering firm for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified engineering firm for completion of the scope of work.

XVI. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the selected engineering firm and any of its subcontractors against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The Town of Hampton shall be named as an additional insured on the insurance certificates. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton."

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the selected engineering firm shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

2. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the selected engineering firm must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

3. Cancellation of Insurance

The cancellation of any insurance held by the selected engineering firm will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

XVII. PAYMENT

Payment shall be made within 30-days of receipt of written invoices for completed work with approval signoff of the DPW Director or his designee. Payment of an invoice by the Town of Hampton automatically releases any lien that the invoice may have provided against the Town.

Invoicing Instructions. All invoices shall include the following information:

- (1) Company Name
- (2) Location of work
- (3) Date work was completed
- (4) Brief description of services rendered
- (5) Contract number

XVIII. SUBMITTAL REQUIREMENTS

All prospective engineering firms are expected to carefully examine the Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a bid proposal. Failure to do so will not relieve the successful engineering firm of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid. The submission of a bid proposal shall be considered prima facie evidence that the engineering firm has made such examination and has taken into account the Town's intent.

All costs related to the bid proposal preparation and/or submission will be borne by the engineering firm in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc. prior to the issuance of a contract.

Any bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Form must contain the full name of the company and the address. Failure to manually sign the Bid Form will disqualify the submitting engineering firm. The person signing the Bid Form shall show title or authority to bind the firm in a contract agreement. Company name and authorized signature must appear on the Bid Form in the space provided

The cost shall be stated in both words and figures on the Bid Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All bid submittals shall be sealed and shall contain one (1) original and two (2) copies of the completed Bid package. This includes this entire document, including the Bid Form, all attachments, and any addenda distributed.

All submitting engineering firms are required to provide the following information with their submissions, and in the order that follows:

1. One (1) original and two (2) copies of this entire document, including the bid form, all attachments, and any addenda distributed;
2. List of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of the proposal. Preferred references include other local government agencies;
3. List of personnel and construction equipment that will be assigned to and made available to perform the work;
4. The engineering firm's professional qualification and experience in dealing with municipalities; including a list of previous projects of a similar nature;
5. A summary of the engineering firm's present workload, which shall contain a statement that demonstrates that the engineering firm has adequate personnel and resources to provide the services within the scheduled timelines;
6. Bid Security.

XIX. RETURN OF BIDS

Sealed bids will be received until 2:00 PM on Wednesday, November 25, 2015 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid envelopes must be clearly marked "2015-029 Landfill Monitoring Services".

No faxed or emailed bid proposal or faxed or emailed withdrawals of the bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective engineering firm may withdraw its bid proposal, upon request to the Town Manager before the time of opening; such proposal will be returned unread. At the Town's discretion, late bid proposals may be returned to engineering firm unopened.

(1). Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous bid proposals before or after award, or cancellation of awards or contracts based on such bid proposal mistakes, shall be permitted at the Town's discretion. However, no changes in the proposed cost(s) or other provisions of the bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No bid proposal may be withdrawn when the result would be to award the contract on another bid proposal of the same engineering firm or of another engineering firm in which the ownership of the withdrawing engineering firm is more than five percent. If the Town Manager or his designee denies the withdrawal of a bid proposal, he shall notify the engineering firm in writing stating the reasons for his decision.

XX. DISQUALIFICATION

An engineering firm may be disqualified and their bid proposal rejected for either of the following reasons: 1) evidence of collusion among other engineering firms or 2) failure to supply complete information as requested by this Invitation to Bid. Any bid proposal(s) so rejected will disqualify the engineering firm(s) involved from consideration in the future dealings with the Town.

XXI. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Procedures in Chapter 718 of the Hampton Code applies to any bid proposals received hereunder.

XXII. AWARD

It is the intent of the Town to award the contract to the most qualified bid proposal that meets all necessary requirements stated in this document and appendices and in accordance with the Town of Hampton's Purchasing Policy and Procedures. The bid proposal shall be held firm until completion of the scope of work.

XXIII. NO RESPONSE REQUEST

It is requested of all prospective engineering firms that if they will not be submitting a bid proposal to submit a letter of no response to the Town of Hampton.

XXIV. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at www.hamptonnh.gov Document Central RFP's and Bids.

All prospective engineering firms seeking to submit a bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

BID FORM

Bid 2015-029 Landfill Monitoring Services

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

Please specify here in figure and words the total cost of performing the Scope of Work outlined in this invitation to bid. In the case of a discrepancy between the figure and the words, the written words shall govern.

Professional Services for the 2016 calendar year Tasks 1 to 4

\$ _____
(Figure)

_____dollars

(Words)

Professional Services for the 2017 calendar year Tasks 1 to 4

\$ _____
(Figure)

_____dollars

(Words)

The undersigned is submitting this bid proposal without collusion with any other individual or corporation.

Please print clearly.

Engineering Firm: _____

Street Address: _____

City, State and Zip Code: _____

Business Telephone: _____

Business Fax Telephone: _____

E-Mail Address: _____

Website Address: _____

Signature of Authorized Person: _____

Date: _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the Invitation to Bid and resulting contract agreement.