

Town of Lee
Lee Public Library
Airborne Radon Mitigation
Request for Proposals

You are cordially invited to submit a Proposal for Airborne Radon Mitigation in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Proposals must be submitted to the **Town Administrator, Town Hall, 7 Mast Road, Lee, NH 03861 no later than Aug. 20, 2015 at 10:00 a.m.** in order to be considered. Any proposals received after specified date and time will not be considered.

There will be a MANDATORY pre-bid on-site meeting at 10:00 a.m., August 11, 2015. Please meet in front of the Public Library, 9 Mast Road Lee, NH.

Questions should be directed to Julie Glover, Town Administrator – 603-659-5414 or townadministrator@leenh.org.

The Town of Lee reserves the right to select or reject any proposal that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

I. INTRODUCTION

The Town of Lee, New Hampshire is requesting proposals for the design and installation of an Airborne Radon Mitigation System for the Lee Public Library. A 48-hr. test was conducted recently and the results indicated a level of 8.1 pCi/L on the first floor and 24.6 pCi/L in the basement (Attachment A.) It is anticipated that a sub-slab depressurization system (SSD) will be installed. If any bidder feels that a different methodology is more appropriate and or cost-efficient, he must provide full justification and details on the system proposed.

The gross square footage of the Library (including the basement) is approx. 4,892.

Work must be performed in accordance with the American Society for Testing and Materials, ASTM, Standard Practice for Installing Radon Mitigation Systems in Existing Low-Rise Residential Buildings, E2121.

II. GENERAL REQUIREMENTS

1. Bidders must respond in writing to all requirements of this Request for Proposal. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
2. The bidder is expected to examine carefully the site of the proposed work, this information and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

3. The intent of this Proposal is to provide for the complete installation in every detail of the work required. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.
4. Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.
5. Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.
6. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

III. SCOPE OF WORK

- 1.1 DESCRIPTION - It is not the intent of the items listed below to provide all details, specifications, etc. or to specify exact methodology. It is required that all workmanship be the best available, conform to all relevant codes, and meet or exceed typical industry standards.
 1. Conduct diagnostic testing to determine the source and direction of air movement.
 2. Appropriately seal sump pits, major cracks, holes, etc. Install one suction point in basement floor. Remove dirt and gravel as required for proper air movement. Use hydraulic cement to seal around PVC pipe installed in basement. Pipes should be fastened to the structure of the building every 6' on horizontal runs and 8' on vertical runs. Pipe routes shall not be done in a manner that compromises the structural integrity of joists or wood members or fire rated assemblies. Piping must be installed to avoid vibration transfer to wood framing.
 3. Exhaust pipe must vent above the highest eave of the roof and at least ten feet away from windows, doors, and other openings. No rain caps.
 4. Locate the exhaust fan (60 cfm) in an unoccupied space, i.e. attic. Electrical connection to be performed by a licensed electrician. Locate disconnect within 4' of fan.
 5. Install visual vacuum monitor in an easily accessible location.
 6. Clearly label system. Provide complete owner's operations manual, which includes filter replacement schedule and at least one replacement filter
 7. Perform post-mitigation radon test after system has been in operation for at least 24 hours. System should achieve levels below 2 pCi/L.
 8. Proposals must include a cost for all labor, materials and other items (general conditions, contingency, etc.) Any possible exclusions or extra charge items must be specified within the proposal. All applicable building codes must be adhered to and while Town of Lee permits are required, there will be no charge for same.
 9. Provide minimum 5-yr warranty on all labor and parts. Bidder agrees to adjust or modify the system to maintain a radon level below the levels established by the EPA as acceptable for the

life of the building. If there are to be any exceptions to this, bidders must clearly state this on the proposal form.

1.2 WORK RESTRICTIONS

1. In accordance with NH RSA 310-A:189-a, I. (a) Any person engaged in the design or installation of airborne radon mitigation devices in New Hampshire shall hold a current certification from either the National Radon Proficiency Program offered by the American Association of Radon Scientists and Technologists, Inc., or the National Radon Safety Board.
2. As it is preferred that disruption to the public be kept to a minimum, work should be scheduled between 7:00 a.m. and noon, Monday – Friday. The Library’s regular operating hours are: Mon – Wed. noon – 8 p.m., Thurs. & Fri. 10 a.m. – 5 p.m. Sat. 10 a.m. – 3 p.m. (Sept.-June) Saturday 9 a.m. – noon (July & Aug)
3. Work areas will be cleaned at the end of each workday.
4. Lead Safe Practices must be followed.

1.3 PROJECT MANAGEMENT AND COORDINATION

1. Conduct progress meetings with Owner at Project site as needed.

IV. SUBMITTAL REQUIREMENTS (any missing items could result in rejection of the proposal)

1. Provide a complete description of the work to be performed
2. Provide a list of major materials to be used, including manufacturer/make/model.
3. Submit a cost proposal on the form included, to include all labor, materials and any other charges.
4. Submit an estimated time for completing the scope of work.
5. Provide contact information on any subcontractors that will be utilized and their intended scope of work.
6. Include the name of the supervisor who will be assigned to work on this project.
7. Include at least three references, including recent contact names and phone number information.
8. Please be sure to include an authorized signature. Said signature, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
9. Provide warranty information.

V. SELECTION

1. Vendor selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance, as well as cost.

PROPOSAL FORM
TOWN OF LEE, N.H.
Airborne Mitigation System

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal;
2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the undersigned has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
3. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this Request for Proposals in the manner and within the time therein set forth, and that the bidder will take in full payment, to wit:

In Figures \$ _____

In Words \$ _____

Warranty/Guarantee

Exception: _____

All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

Date _____

Company Name: _____

Print name: _____

Title: _____

Signature

Business Address: _____

Telephone: _____ Email: _____

The Bidder has received and acknowledged Addenda No. __ through __

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an **Additional Insured by certificate and amendatory endorsement**. A policy endorsement (form CG2010B or equivalent) must be provided as evidence of additional insured coverage.

1) The contractor's insurance shall be primary in the event of a loss.

2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee
Attn: Town Administrator
7 Mast Rd
Lee, NH 03861

CONTRACT AGREEMENT

Lee Public Library Airborne Radon Mitigation System

THIS AGREEMENT made as of the ____th day of _____ in the year **2015**, by and between the Town of Lee, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Request for Proposal for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Engineer shall mean the Town Administrator, and/or authorized representative, who will oversee the completion of the Project in accordance with these Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the schedule submitted with the Proposal and accepted by the Owner.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal (\$_____,) subject to additions and deductions provided for in the Contract Documents.

ARTICLE V – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

1. This Contract Agreement
2. Request for Proposals
3. Contractor's Bid Proposal
4. Insurance Requirements
5. Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VI – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE VII – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract.

CONTRACT AGREEMENT (con't)

Lee Public Library Airborne Radon Mitigation System

Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE VIII – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations. **The fee for the Town of Lee Building permit shall be waived.**

ARTICLE IX – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Request for Proposal.

ARTICLE X – MISCELLANEOUS –

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

Contractor:

BY: _____

TITLE: _____

TOWN OF LEE, N.H.

BY: _____

Julie E. Glover, Town Administrator, formally authorized to enter into this agreement by vote of the Select Board on _____.

SEACOAST ANALYTICAL SERVICES

Route 125 & Pinkham Road
Lee, New Hampshire
603 868 1457

(Mail to: PO Box 555, Barrington, NH 03825)



RADON TEST RESULTS

DATE: July 7, 2015

REFERENCE#: S070657

CLIENT: Town of Lee

LOCATION: 9 Mast Road
Lee, NH

TYPE OF TEST: E-PERM Short Term Passive
START DATE/TIME: 7/4/15 7:45am
STOP DATE/TIME: 7/6/15 7:50am

TEST SITE	YOUR RADON IN AIR RESULTS
first floor	8.1 pCi/L
unfinished basement	24.6 pCi/L

Seacoast Analytical Services is a National Radon Safety Board Accredited Radon Laboratory (NRSB # ARL0008) in New Hampshire, Maine, Massachusetts, Vermont, Rhode Island, and Connecticut. We are also registered (#ME07800C) as required with the State of Maine.

Reading the attached sheet "Understanding Your Radon Test Results" should help you interpret this report. Further information and advice is available by contacting any of the state radon programs (phone numbers are listed below) and through the EPA internet site (www.epa.gov/radon/index.html). New Hampshire has closed its radon office, and refers calls to EPA Boston.

EPA Boston (888-372-7341)
Massachusetts (413-586-7525)
Rhode Island (401-222-7756)

Maine (207-287-5676)
Vermont (802-865-7730)
Connecticut (860-509-7367)

Two national organization web sites list accredited radon mitigation companies. Follow the links to radon mitigation. (www.nrsb.org) (www.radongas.org)

Seacoast Analytical Services - TRUE COPY

Mel Mosley
Laboratory Director