

**Town of Lee**  
**Septic Tank Pumping Services**

**Invitation to Bid**

The Town of Lee invites bid bids from qualified bidders for the pumping of septic holding tanks and floor drains for all Town-owned buildings. Prospective respondents are advised to read the bid documents over carefully prior to submitting a bid. The intent is to award a multi-year contract to one Bidder.

Bids must be submitted to the **Town Administrator, Town Hall, 7 Mast Road, Lee, NH 03861 no later than March 14, 2016 at 2:00 p.m. EST** in order to be considered. Any bids received after specified date and time will not be considered.

Specifications and bid forms can be found on the Town's website [www.leenh.org](http://www.leenh.org). Bidders interested in submitting a bid should contact Bill Stevens, Lee Building Maintenance Supervisor for a tour of the facilities. He can be reached at 603-397-9130 or [bstevens@leenh.org](mailto:bstevens@leenh.org).

Questions should be directed to Julie Glover, Town Administrator – 603-659-5414 or [townadministrator@leenh.org](mailto:townadministrator@leenh.org).

The Town of Lee reserves the right to select or reject any bid 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 bids.

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**BID SPECIFICATIONS**

**I. INTENT** - The Town of Lee invites bids from qualified firms for the pumping of septic tanks and floor drain holding tanks and general maintenance of same for all Town-owned buildings.

**II. GENERAL REQUIREMENTS**

1. Bidders must respond in writing to all requirements of this Invitation to Bid. 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 sites of the proposed work, this information and contract forms before submitting a bid. The submission of a bid 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.
3. The Bidder shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the terms of this bid and subsequent Contract.
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 and members of the public, and other property at the site or adjacent thereto. All areas of the work shall be left in a neat and presentable condition.
5. 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.

**III. SELECTION:** Bidder selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, and possession of a satisfactory record of performance, as well as cost.

**IV. SCOPE OF WORK**

1. The Contractor shall provide septic pumping, including digging, backfilling and removing tank covers, in accordance with the schedule provided or as necessary. All tanks must be thoroughly cleaned by using mechanical means and, as needed, manual labor, removing all sludge and matter.
2. After pumping, check for cracks in tanks, and inspect baffles and clean filters (if installed.)
3. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of the work.
4. The Contractor shall provide the availability of emergency service twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained employees so that calls of an emergency nature can be answered promptly. Contractor shall provide to the Town a 24/7 emergency phone number.
5. Request to repair and/or replace parts shall be approved by the Town Administrator or his/her designated representative(s). Materials shall be invoiced at a price not to exceed 10% above

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Contractor's cost. All replacement parts shall be new and of sufficient quality.

6. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Building Maintenance Supervisor or his/ her designated representative(s).
7. All invoices must include detail of work performed, dates, and location of service and prices.
8. All scheduled services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the Town. No premium charges will be paid for any off-hour work for normal maintenance or scheduled repairs.

**V. BID SUBMITTAL REQUIREMENTS:**

1. Submit your cost bid on the form included, to include all labor, materials and any other charges;
2. Include at least three references, including recent contact names and phone number information;
3. State the number of years that your firm has been in this business and any other information that you feel will assist the Town in making a determination regarding your firm.

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**BID FORM**

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 bid 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 Bid;

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, and the difficulties attendant upon its execution. The undersigned has carefully read and examined the Bid Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof:

| Building                 | Address                | Type        | Capacity<br>(gallons) | Schedule | Last<br>Pumped | Bid Price per<br>Pumping |
|--------------------------|------------------------|-------------|-----------------------|----------|----------------|--------------------------|
| Town Hall                | 7 Mast Rd              | Septic Tank | 500                   | 6 mos.   | Oct. 2015      |                          |
| PZ Annex                 | 13 Mast Rd             | Septic Tank | 1000                  | 2 yrs.   | Jun. 2015      |                          |
| Library                  | 9 Mast Rd              | Septic Tank | 500                   | 6 mos.   | Oct. 2015      |                          |
| Transfer<br>Station      | 11 Recycling Ctr<br>Rd | Septic Tank | 1000                  | 2 yrs.   | Apr. 2015      |                          |
| Hwy Garage               | 6 Recycling Ctr Rd     | Septic Tank | 1000                  | 2 yrs.   | Apr. 2014      |                          |
| Hwy Garage               | 6 Recycling Ctr Rd     | Floor drain | 1000                  | 1 yr.    | Mar. 2015      |                          |
| Hwy Annex                | 4 Recycling Ctr Rd     | Septic Tank | 1000                  | 2 yrs.   | Apr. 2014      |                          |
| Hwy Annex                | 4 Recycling Ctr Rd     | Floor drain | 1000                  | 1 yr.    | Mar. 2015      |                          |
| Public Safety<br>Complex | 20 Geo. Bennett Rd     | Septic Tank | 2000                  | 2 yrs.   | Apr. 2015      |                          |

Extra cost (if any) for Emergency calls: \$\_\_\_\_\_

All Bids 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 Contract name as it appears at the top of the Bid Form.

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

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**BID FORM**

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

24/7 Tel. #: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years your firm has been in this business: \_\_\_\_\_

References: Please list three references with contact names, address and telephone number:

1. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**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 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 Town of New Hampshire.

**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

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**CONTRACT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_**th** day of \_\_\_\_\_ in the year **2016**, 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 Invitation to Bid for the completion of the work. 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 work.

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

**ARTICLE III - CONTRACT PRICE and PAYMENT-** Upon acceptance of the work and settlement of all claims, Owner shall pay the Contractor based upon the Prices as shown in the Invitation to Bid.

**ARTICLE IV – 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. Invitation to Bid
3. Contractor's Response to Bid
4. Insurance Requirements
5. Any modifications, including change orders, duly delivered after execution of this Agreement.

**ARTICLE V – 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 Invitation to Bid, 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 to employ any other persons to finish the work covered under this contract.

**ARTICLE VI – INDEMNIFICATION OF OWNER** – Contractor shall 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. 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 VII – 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, Town, and Federal laws, ordinances, rules and regulations. **The fee for Any Town of Lee permits shall be waived.**

**ARTICLE VIII – INSURANCE** – The Contractor shall secure and maintain insurance with limits not less than those specified in the Invitation to Bid.

**ARTICLE IX – 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.

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**CONTRACT AGREEMENT (con't)**

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 \_\_\_\_\_.