



TOWN OF NEWPORT, N.H.

Office of Planning and Zoning

The Town of Newport is requesting proposals for the demolition and site restoration of property identified as Map 114 Lot 152 and located at 12 Ash Street in Newport, NH. Proposals shall be submitted at the Town Office to the attention of Hunter F. Rieseberg, Interim Town Manager by **2:00pm Friday, December 16, 2016.**

The terms of the project are as follows:

CONTRACTOR RESPONSIBILITIES

- Provide a Certificate of Insurance with the Town listed as "additionally insured"
- Remove and legally dispose of the structure of the house and/or contents.
- Remove the foundation of the house.
- Backfill with clean fill, e.g. bank run gravel, etc.
- Seed the site with conservation mix, etc.
- Removal and documentation of legal disposal of all debris.
- Follow proper protocol for Lead abatement from which the costs associated with same shall be borne by contractor.
- Ensure that proper safeguards will be in place for the protection of abutters and traffic flow.

TOWN RESPONSIBILITIES

Provide access to the area as necessary.

The Town shall be responsible for any and all Asbestos Abatement on site.

The Town shall be responsible for the local Demolition Permit.

BASIS OF CONTRACT AWARD

The Town in its sole discretion shall award this contract based upon price and qualifications, as it determines to be in the best interests of the Town of Newport.

CONTRACT TIMETABLE

The contractor agrees to the following schedule:

Demolition will commence as soon as reasonably possible after being awarded the project.

Demolition and site restoration will be completed within thirty (30) days of award, unless delayed by weather conditions as approved by the Town.

CONTRACT PAYMENT

Payment terms shall be as follows:

Based upon a final inspection by the Town, a single payment will be made to the contractor for the complete demolition and site restoration within 30 business days.

GENERAL TERMS

INSURANCE

The selected contractor shall, at its sole expense, obtain and maintain the following types of insurance, with an insurance company licensed to do business in the State of New Hampshire with a financial rating of A- or better in "Best's Insurance Guide", and for the following minimum amounts:

Limits

- | | |
|--|---|
| A. Workers' Compensation | Per New Hampshire Statute |
| B. Employer's Liability Insurance | \$1,000,000 |
| C. Comprehensive General Liability* | \$1,000,000 per occurrence/
\$2,000,000 in the aggregate |
| Comprehensive General Liability Insurance shall include coverage for all claims of personal injury, bodily injury, sickness, disease, or death (including coverage for acts of contractor's officials and employees), and broad form property damage (including loss of use resulting therefrom) and for completed operations. | |
| D. Comprehensive Automobile Liability* | |
| Bodily Injury | \$1,000,000 per occurrence/ |
| Property Damage | \$2,000,000 in the aggregate |
| E. *Comprehensive Liability
(Umbrella Coverage) | \$2,000,000 in the aggregate |

Prior to the start of Work, Contractor shall provide Certificates of Insurance to the Town showing policy coverage of all of the above types of insurance with the coverage and limits as indicated above and, thereafter, on an annual basis for the duration of this Agreement and also at the termination of the Agreement, as evidence that policies providing the required coverage, conditions and limits are in full force and effect for the required period of time. Such Certificates shall identify this Agreement and contain provisions that coverage will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the Town.

INDEMNIFICATION

Contractor shall fully indemnify, defend (with counsel acceptable to the Town), hold harmless and reimburse (collectively "indemnify" and "indemnification") the Town and its employees, officers, representatives and agents (collectively "Indemnified Party") from and against any and all claims, demands, actions, suits, damages, losses (including without limitation, loss of use), settlements, judgments, liabilities, obligations, penalties or fines, defenses, proceedings, cost disbursements or expenses of any kind or nature whatsoever, including without limitation, reasonable attorneys' and experts' fees, investigative and discovery costs and court costs at all levels, which may at any time be imposed upon, incurred by, asserted against, or awarded against the Town, arising out of or resulting from a) any negligent acts or omissions of Contractor related to its performance under this Agreement or b) any breach or default by Contractor related to its performance under this Agreement. Without limiting the foregoing, any and all claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance,

administrative order, rule or regulation, or decree of any court, shall be included in the indemnification hereunder. In the event Contractor is requested but refuses to honor the indemnification obligations hereunder, Contractor shall, in addition to all other obligations, pay to the Town the cost of bringing any action at law or in equity, including but not limited to reasonable attorneys' fees, to enforce this indemnity, but only to the extent that it is expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution, that Contractor was responsible for honoring the indemnification obligation. This obligation to indemnify as provided herein shall survive the termination or expiration of this Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of the Town, which immunities are hereby reserved to the Town.

TOWN OF NEWPORT, NH
12 ASH STREET DEMOLITION PROJECT
PROPOSAL SUBMISSION FORM

The following should be printed on Vendor Letterhead and signed by the appropriate Vendor representative.

The undersigned, as a lawfully authorized agent for the below named Vendor, has carefully examined the Proposal Form of this RFP with the General Provisions, Specifications and other Documents and binds himself/herself and his/her company on award to them to furnish and deliver in accordance with the Town of Newport RFP Documents said service agreement(s).

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein;
- () vendor is qualified to perform work and services as included;
- () That the pricing contained in this submittal is valid for 60 days.

TOTAL CONTRACT COST \$ _____

Exceptions and / or clarifications:

Person signing proposal must be a person in your company authorized to sign a contract with the Town.

Respectfully submitted _____
Please print Vendor Name Date

Print Representative's name and title

Signature

Street

Telephone and Fax Number

State and Zip Code

E-Mail Address