

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF PARK OPERATIONS

STORM DEBRIS REMOVAL
Seacoast Region State Parks

SPECIFICATIONS

PROJECT # OPS-2421



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
Bureau of Park Operations
172 Pembroke Road
Concord, NH 03301
Tel. (603) 227-8715**

SPECIFICATIONS

**STORM DEBRIS REMOVAL
Hampton Beach State Park
Rye Harbor State Park
Odiorne Point State Park
Wallis Sands State Park**

PROJECT # OPS-2421

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

172 Pembroke Road
Concord, NH 03301
Tel. (603) 227-8715

NOTICE TO BIDDERS

PROJECT: OPS-2421 Storm Debris Removal at:
Hampton Beach State Park, Hampton NH
Rye Harbor State Park, Rye NH
Wallis Sands State Park, Rye NH
Odiorne Point State Park, Rye NH

Description: Over the course of the winter, high tides tossed rocks and other debris onto the parkland. This project involves the removal of rocks, stones, sand, lumber/flotsam and organic debris from the Hampton Beach , (North Beach) parking areas and grass, and lawn areas at Rye Harbor, Wallis Sands and Odiorne Point State Parks.

Proposals for the above project will be accepted until 2:00 pm, prevailing time, on **Friday April 5, 2024**. Sealed Bid Proposals should be mailed to: ATTN: Meredith Collins, Seacoast Region Supervisor, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301. Electronic bids can be submitted to meredith.a.collins@dncr.nh.gov and will be accepted until 1:45PM, prevailing time, on April 5, 2024.

Specifications will be available to interested contractors at the Operations and Project Management Office on March 18, 2024. They may also be viewed at the following locations:

1. NH Department of Administrative Services, Bureau of Purchase and Property website, <https://apps.das.nh.gov/bidscontracts/bids.aspx>
2. NH Division of Parks & Recreation website, <https://www.nhstateparks.org/news-events/improving-state-parks/rfps-projects>

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

Meredith Collins, Regional Supervisor

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
BUREAU OF PARK OPERATIONS**
172 Pembroke Road
Concord NH 03301

BID PROPOSAL FORM

PROJECT: OPS-2421 Storm Debris Removal at:
Hampton Beach State Park, Hampton NH
Rye Harbor State Park, Rye NH
Wallis Sands State Park, Rye NH
Odiorne Point State Park, Rye NH

DATE BID OPENING: April 5, 2024

START DATE: May 6, 2024

COMPLETION DATE: June 14, 2024

Sealed bid proposals for the above project will be accepted until 2:00 pm, prevailing time, on Thursday April 5, 2024. Bid Proposals should be mailed to: ATTN: Meredith Collins, Seacoast Region Supervisor, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301. Electronic bids can be submitted to meredith.a.collins@dncr.nh.gov and will be accepted until 1:45PM, prevailing time, on April 5, 2024.

DATE: _____

PROPOSAL OF: _____

GRAND TOTAL / LUMP SUM BASE BID: _____

PROPOSAL
Proposal of...

(name)

(address)

Bid Proposal p.1

Project # OPS-2421 Storm Debris Removal

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the Department of Natural and Cultural Resources inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Natural and Cultural Resources, (firm name) hereby certifies that _____ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

It is further proposed:

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated _____

Addendum #2 dated _____

Addendum #3 dated _____

Dated _____

SCHEDULE OF VALUES PROJECT # OPS-2302

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

Categories	Sub-Total
General Conditions and Mobilization	
Hampton Beach North Beach Parking area	
Odiorne Point State Park	
Wallis Sands State Park	
Rye Harbor State Park	
Allowance	\$2,500
Total Lump Sum	

Total Lump Sum of Contract

**(A)
ALLOWANCES**

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$2,500** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

SIGNATURE PAGE

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Email Address: _____

Signature of Authorized Bidder: _____

Print: _____

Title: _____

Address of Bidder (if different than company): _____

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

GENERAL CONDITIONS

GENERAL

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of debris removal at Hampton Beach, Rye Harbor and Odiorne Point State Parks as indicated in the specifications and plan.

The selected bidder will be recommended to the Director of the Division of Parks and Recreation and forwarded to the Governor and Executive Council for approval. The contractor is expected to be able to adhere to the conditions outlined in the State of New Hampshire P-37 Contract Agreement¹. Payment will be on a monthly basis in proportion to the work completed.

BIDDING REQUIREMENTS

Bid shall only be accepted on the official Bid Proposal Forms, attached to these specifications. Any bids submitted that are not on the official bid proposal forms will not be accepted.

CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

PERFORMANCE AND PAYMENT BOND

In the event the bid is \$75,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of RSA 447:16.

The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

PROPOSAL GUARANTEE

None Required

RIGHT TO WORK IN NEW HAMPSHIRE

¹ https://www.nhstateparks.org/getmedia/8b4a2d85-dee5-4b3c-9f50-7883bb014b63/P-37_Contract-Form.pdf

All bidders must be registered and have a certificate of existence from the NH Secretary of State, Corporate Division (telephone 603-271-3246) in order to do business with the State of New Hampshire.

Contractors may register online at: <https://quickstart.sos.nh.gov/online/Account/LandingPage>

General Conditions p.1

VENDOR REGISTRATION

All bidders must be registered with the Department of Administrative Services, Bureau of Purchase and Property. Contractors may register online at: <https://www.das.nh.gov/purchasing/docs/info/Vendor-Application-and-W9.pdf>

PROPOSAL SELECTION

In most cases the proposal submitted by the qualified bidder with the lowest base bid shall be selected. However, the Department of Natural and Cultural Resources reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the State.

CONTRACTOR QUALIFICATIONS

The successful bidder shall provide evidence upon request that they have been in the Site Work and Excavation business successfully performing this type, scale, and quality of work for a minimum of five years. A comprehensive list of all projects worked on involving Site Work in the past two years by the contractor shall be submitted with references upon request.

EXECUTION OF CONTRACT

The Contractor's attention is called to the following:

EXECUTION AND APPROVAL OF CONTRACT: The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 15 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto, when the contract amount is more than \$10,000, the award has been concurred by the Governor and Executive Council.

FAILURE TO EXECUTE CONTRACT: Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained.

Award may then be made to the next lowest Bidder, or the work may be readvertised as the Commissioner may decide.

General Conditions p.2

STARTING DATE

The Contractor shall start work after notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by Governor and Council, and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date shall be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

WORKSITE ACCOUNTABILITY

Per RSA 21-I:81-b At the onset of work on any state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for worker's compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the Department Project Manager.

CODES

All work performed shall meet the provisions, if applicable, of the 2015 IBC, and any local codes that may apply.

PROFESSIONALISM

All equipment operation shall be performed by skilled workers who have been actively engaged in performing the type of work specified under this contract for the last two years.

General Conditions p.3

CLEAN-UP

All job-site debris from the project shall be cleaned up daily and removed from the site at least on a daily basis.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of

the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

General Conditions p.4

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u>
	<u>PER WORKING DAY</u>

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u>	<u>PER WORKING DAY</u>
From more than:	to and including:	
0.	25,000.	\$ 200.00
25,000.	50,000.	\$ 300.00
50,000.	100,000.	\$ 400.00
100,000.	500,000.	\$ 500.00

SUBSTANTIAL COMPLETION & FINAL INSPECTION

When the work is substantially complete, the Contractor shall submit to the Project Manager, a list of items of work; to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Project Manager which determines that the work is substantially complete, a Certificate of Substantial Completion shall establish the date of substantial completion and state the responsibilities for any damage to the work and insurance, and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract documents shall commence on the date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

If the Contractor fails to proceed to complete the items on the “punch list”, then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Commissioner may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies used.

Upon written notice that the Work is ready for final inspection and acceptance, the Project manager shall promptly make such inspection, and when they find the Work acceptable under the Contract documents and the Contract fully performed, a Certificate of Final Payment will be issued.

Final inspection will be made by the DNCR Project Manager on or before June 14, 2024 at 2:00 pm. Incomplete items necessary to complete the project shall be done prior to final payment.

PROSECUTION OF WORK

Upon starting the work within the start date set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. No request for an extension of time will be allowed on this project.

CHANGES IN THE WORK

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premium.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
 - a. Employers' Liability
 - 1.) \$100,000 each accident
 - 2.) \$500,000 Disease-policy limit
 - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
 - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
 - 3.) \$2,000,000 Products/Completed Operations Aggregate.
 - 4.) State shall be named as an additional named insured.
3. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities and shall furnish to the Commissioner a certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.
4. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Natural and Cultural Resources.
 - a. Limits of Liability:
 - 1.) \$2,000,000 Each Occurrence
 - 2.) \$3,000,000 Aggregate
5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability:

- 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
6. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate

General Conditions p.8

7. Builder's Risk Insurance (Fire and Extended Coverage): **NOT APPLICABLE FOR THIS PROJECT**

The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on a one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State of New Hampshire Department of Natural and Cultural Resources and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.

8. General Insurance Conditions
 - a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
9. Indemnification:
 - a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

NOTE:

In articles 1 - 14 of the General Conditions references to "the Project Manager" shall be understood to mean the Department Project Manager designated by the Operations, Planning and Project Management office of the New Hampshire Department of Natural and Cultural Resources.

SPECIFICATIONS

DEBRIS REMOVAL SCOPE OF WORK:

1. **Mobilization:** Contractor shall be fully mobilized to the site on or before May 6, 2024. The work shall commence no earlier than May 6, 2024 and be completed no later than 2:00 pm on June 14, 2024.
2. **Hours of Operation:** The contractor shall perform the work at Hampton Beach State Park, **Per Hampton Town Ordinance, equipment may not be operated prior to 7:00 am and no later than 7:00 pm. Monday thru Friday and 9:00 am to 5:00 pm Saturday to Sunday.** Work at Rye Harbor State Park and Odiorne Point State Park in the Town of Rye shall follow the same hours as Hampton Beach State Park.

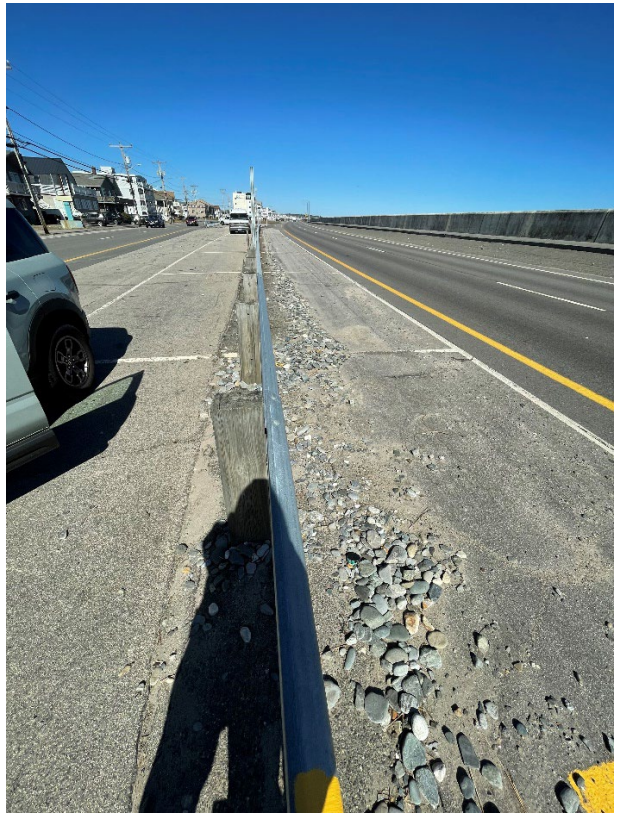
GENERAL SCOPE OF WORK

To perform approximately 8 acres of storm debris removal from parking lot and lawn areas at Hampton Beach State Park-North Beach, Wallis Sands State Park, Rye Harbor State Park and Odiorne Point State Park on or by the completion date.

1. Contractor is to provide dump truck, graders, loaders, excavators, rock rakes and other equipment as needed to complete the work, with operators to perform the work as directed by Seacoast Region Project Manager.
2. Contractor shall provide safety signage and close any areas when performing debris removal.
3. Contractor to report daily status of work completed to project manager.

Hampton Beach State Park (North Beach)

The removal of storm debris in 3 areas: Starting approximately at 581 Ocean Blvd. to just north of Winnacunnet Road to include North bound and South bound parallel parking spots, grass islands, and small parking area just south of Winnacunnet road; one small pile of broken pavement at 6th Street; and the parking area from just south of 7th Street north to 11th Street . Debris will be removed from state owned parking areas and roadway grass island areas and removed off site.



Odiorne Point State Park

The removal of storm debris over 3 acres at Odiorne Point State Park. Debris will be removed from walkways and lawn and relocated at the existing shoreline.



Debris removal area highlighted in RED

Wallis Sands State Park

The removal of 6 storm debris piles from the parking lot, and organic debris, lumber/flotsam and logs from lawn areas. All debris from parking lot must be removed off site. Some sand remaining on the lawn at southernmost area of park may stay on site if approved by State Parks project manager.



Rye Harbor State Park

The removal of storm debris over 2 acres at Rye Harbor State Park, Ragged Neck Picnic Area. Debris will be removed from the lawn and relocated to the existing shoreline.



Debris removal area highlighted in RED



Debris at Rye Harbor State Park

SPECIAL SITE CONDITIONS:

1. Equipment may be parked overnight at the parks in existing parking areas as designated by the Seacoast Regional Supervisor.
2. Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.
3. Contractor shall provide safety signage and close any areas where on-going work could pose a threat to the public when performing debris removal.
4. Contractor may be asked to pause work temporarily on some weekends due to scheduled events taking place within the park.

HEAVY CONSTRUCTION EQUIPMENT REQUIRED: The Contractor is expected to be engaged in active work for a minimum of 8 hours a day until the work is completed. The Contractor shall provide dump trucks, graders, loaders, excavators, rock rakes and other equipment as needed to complete the work including an equipment trailer to transport the construction equipment to and from the site. The order in which each site is completed shall be determined by State Parks.

EQUIPMENT BREAKDOWNS: In the event of an equipment breakdown, that is anticipated to render the equipment as out of service for 8 hours or more, the contractor shall notify the Project Manager immediately. In the event the equipment will be out of service for more than 1 day, the contractor shall obtain replacement equipment to complete the work on schedule without any

additional cost to the State.

HYDRAULIC FLUID LEAKS OR SPILLS: In the event that hydraulic fluid leaks from any piece of the contractor's equipment (owned or rented) onto the property, the contractor shall immediately cease operation of that equipment and contain the spill. The Contractor shall be responsible for cleanup of any contaminated beach sand or soils and all expenses and notifications associated with such cleanup effort.

EQUIPMENT RATES: The bid will be awarded on the basis of the lowest lump sum bid price.

SUCCESSFUL BIDDER:

The Successful bidder will receive a P-37 "Standard Contract Form". The Contract forms must be filled out, signed and returned to Bureau of Park Operations office within 10 Business days along with the Performance and Payment Bond, if required and the Contractors Certificate of Insurance.