

**TOWN
OF
DERRY, NEW HAMPSHIRE**

HOUSEHOLD HAZARDOUS WASTE COLLECTION

CONTRACT DOCUMENTS

**Bids must be received no later March 2nd, 2017
At 3:00 PM**

B17-019

REQUEST FOR PROPOSAL

DERRY, NEW HAMPSHIRE

HOUSEHOLD HAZARDOUS WASTE COLLECTION

It is the intent of the Town of Derry, New Hampshire to engage the services of a qualified firm to provide the Town with the following products(s) or services to be purchased ***Household Hazardous Waste Collection*** in May 2017 with an option for one additional year to be held in or around May 2018. An overview with detailed specifications is provided within this Request for Proposals (RFP).

Proposals must be received no later than ***March 2nd, 2017 @ 3 PM*** to be eligible for consideration by the Town. Each bid must be submitted in a sealed envelope plainly marked indicating, ***2017 Household Hazardous Waste Collection***.

Requests may be issued only by the Public Works Department of the Town of Derry to authorized firms, and are not transferable unless authorized by the Environmental Coordinator.

All proposals will remain confidential until a review has been made and an award has been presented.

Bids shall be submitted on the enclosed bid sheet(s) (if applicable) to the listed minimum specifications. If you find these specifications to be unreasonably restrictive, please contact the environmental coordinator immediately for clarification or alternative specifications. If no exception is noted, the specifications as written will be considered acceptable.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may disqualify a bid.

Craig S. Durrett

Craig S. Durrett
Environmental Coordinator

PROJECT SUMMARY

1. GENERAL
2. DESCRIPTION
3. SAFETY
4. MANAGEMENT
5. CO-OPERATION
6. HOURS
7. ACCOUNTABILITY
8. SET UP
9. EMERGENCIES
10. REGISTRATION
11. QUANTITIES
12. TARGET

PROJECT SUMMARY

1. GENERAL

The Contractor shall successfully perform a household hazardous waste collection operation at the West Running Brook School, 1 West Running Brook Lane, Derry N.H. open to residents (non-commercial) of the Towns of Derry and Londonderry, New Hampshire on **Saturday, May 6, 2017 between the hours of 9:00 AM TO 12:00 PM**. The Town holds the exclusive option to extend the contract by mutual agreement for one additional contract for an additional event to be held in or around **May 2018**, the exact date to be determined by the Town.

2. DESCRIPTION

The Contractor shall be responsible for:

- a) Receiving household hazardous wastes, as defined by New Hampshire Hazardous Waste Rules.
- b) Segregating, analyzing, consolidating, containerizing and labeling all household hazardous wastes.
- c) Loading, documenting and transporting all collected household hazardous wastes in properly placarded vehicles.
- d) Disposing of all household hazardous wastes at permitted hazardous waste treatment or disposal facilities. Certificates of destruction must be supplied to the Owner.

3. SAFETY

The Contractor shall adhere to all appropriate safety procedures, including but not limited to those outlined in the Technical Specifications and shall properly handle, package, containerize, label, load and transport all hazardous wastes accepted during the operation in a manner approved by the State of New Hampshire Department of Environmental Services.

4. MANAGEMENT

The Contractor shall have present at the site, a Project Manager/Safety Officer responsible for directing the Contractor's operation. This person shall report to the Town of Derry's Project Manager and shall coordinate the project's activities with said Project Manager. The Contractor shall also have present, an employee of or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined in the N.H. Hazardous Waste Rules. The Contractor shall also have present additional employees or agents in order to properly and efficiently handle, containerize, label, load and transport wastes for treatment or disposal at a permitted hazardous waste facility based on the anticipated number of vehicles and estimated volume of HHW to be collected.

Each of the above specified persons shall be sufficiently experienced to properly carry out the operation.

5. CO-OPERATION

The Contractor shall accept wastes only from individuals designated by the Town of Derry's Project Manager at the site, and only in such amounts as are approved by the Project Manager, and shall cooperate to the fullest measure possible with the Town of Derry's personnel in the operation.

6. HOURS

The collection station will open promptly on the selected day, **Saturday, May 6, 2017, at 9:00 AM** and remain open until **12:00 PM** for receipt of Household Hazardous Waste. The Contractor shall transport all collected wastes out of the Town of Derry by 3:00 PM of the designated collection date.

7. ACCOUNTABILITY

One hour after the collection has begun and every hour thereafter, the Contractor's Project Manager will give the Owner's Project Manager an update of the quantity of waste which has been received to that point in each classification together with the agreed unit price and total cost for each classification. The Owner's Project Manager shall be responsible for terminating the collection program at any time.

8. SET UP

The Contractor shall supply and have available at the appropriate site on the cleanup day, all equipment and personnel necessary to perform the tasks included in their "Work Plan." Said "Work Plan" shall be prepared in accordance with that specified in the Technical Specifications.

9. EMERGENCIES

The Contractor shall be responsible for fulfilling requirements of their "Site Safety, Spill Response, and Emergency Evacuation Plan." Said plan shall be prepared in accordance with that specified in the Technical Specifications.

10. REGISTRATION

No Pre-registration is required.

11. QUANTITIES

The Owner proposes to limit each resident to a maximum drop off quantity of 10 gallons or 20 pounds of household hazardous waste. Larger quantities may be accepted from individual residents on a case-by-case basis.

12. TARGET

It is the Owner's desire and intent to provide waste collection to as many Derry and Londonderry residents as are in need of this service.

BID FORM

PART A. - BID

Proposal of _____ (hereinafter called ("Bidder")), organized and existing under the laws of the State of _____ doing business as

*Insert "a corporation", "a partnership", or "an individual", as applicable.

To the Town of Derry, New Hampshire (hereinafter called "Owner"):
In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for Household Hazardous Waste Collection for the Town of Derry, New Hampshire, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of this Bid, the Bidder certifies and, in the case of joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniary interested in this proposal or in the Contract for the Work which he proposes to do, that he had carefully examined the Contract and Specification and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the Owner, its agent and employees, are not to be in any manner held responsible for the accuracy of any estimates relating to the Work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment, engineering and materials required for carrying out the Work in accordance with the accompanying Specifications for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

Bidder hereby agrees to commence Work under this Contract on the date to be specified in the Notice to Proceed and to substantially complete the project within the time frame allowed.

The Bidder proposes and agrees that within ten (10) days next after the day on which the Notice of Award of this Contract shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) Certificates of Insurance for the prescribed amounts.

The Bidder acknowledges receipt of the following addenda:

No. _____, Dated _____,
No. _____, Dated _____,
No. _____, Dated _____,

SCHEDULE OF PRICES: This proposal shall be filled in by the Bidder with the prices written in both words and numerals and the extensions made by him. In case of discrepancy between words and numerals, the amount shown in words shall govern. Proposals for the optional 2018 event may include inflation (CPI) adjustments and/or fuel surcharges but the proposals must clearly elaborate the method these charges are derived.

MAY 2017 EVENT

| Bid Item | Description | Unit | Estimate Quantity | Unit Price | TOTAL |
|-----------------|--|-----------------------------------|--------------------------|-------------------|--------------|
| 1 | Setup fee | Lump Sum | 1 | \$ | \$ |
| 2 | Consolidated Solvents - Organic Liquid, Flammable Liquid, & Solvents | 55 Gallon Drum | 12 | \$ | \$ |
| 3 | Mixed Aerosols | 55 Gallon Drum | 6 | \$ | \$ |
| 4 | Pesticide - Liquids | 55 Gallon Drum | 5 | \$ | \$ |
| 5a | Pesticide - Solids | 55 Gallon Drum | 5 | \$ | \$ |
| 5b | Pesticide - Solids | Cubic Yard box | 5 | \$ | \$ |
| 6 | Oxidizing Material Suitable for Aqueous Treatment | 55 Gallon Drum | 2 | \$ | \$ |
| 7 | Acid/Acid compatible material Suitable for Aqueous Treatment | 55 Gallon Drum | 2 | \$ | \$ |
| 8a | Lab Packs | 16 Gallon Drum | 1 | \$ | \$ |
| 8b | Lab Packs | 55 Gallon Drum | 1 | \$ | \$ |
| 9 | Resins, adhesives in cans | Cubic Yard box | 3 | \$ | \$ |
| 10a | Oil-Based Paints and Varnishes (in Cans) | Cubic Yard box | 10 | \$ | \$ |
| 10b | Oil-Based Paints and Varnishes (liquids, sludge) | Consolidated into 55 Gallon Drums | 7 | \$ | \$ |
| 11 | Antifreeze/glycols | 55 Gallon Drum | 3 | \$ | \$ |
| 12 | Mercury products | 5 gallon pail (est. 10 pounds) | 1 | \$ | \$ |
| 13 | Dry cell/rechargeable Ni-Cd & Lithium Batteries | 5 gallon pail | 1 | \$ | \$ |
| 14 | Asbestos | 55 Gallon Drum | 1 | \$ | \$ |
| | | TOTAL | | | |

OPTIONAL MAY 2018 EVENT

| Bid Item | Description | Unit | Estimate Quantity | Unit Price | TOTAL |
|-----------------|--|-----------------------------------|--------------------------|-------------------|--------------|
| 1 | Setup fee | Lump Sum | 1 | \$ | \$ |
| 2 | Consolidated Solvents - Organic Liquid, Flammable Liquid, & Solvents | 55 Gallon Drum | 12 | \$ | \$ |
| 3 | Mixed Aerosols | 55 Gallon Drum | 6 | \$ | \$ |
| 4 | Pesticide – Liquids | 55 Gallon Drum | 5 | \$ | \$ |
| 5a | Pesticide – Solids | 55 Gallon Drum | 5 | \$ | \$ |
| 5b | Pesticide – Solids | Cubic Yard box | 5 | \$ | \$ |
| 6 | Oxidizing Material Suitable for Aqueous Treatment | 55 Gallon Drum | 2 | \$ | \$ |
| 7 | Acid/Acid compatible material Suitable for Aqueous Treatment | 55 Gallon Drum | 2 | \$ | \$ |
| 8a | Lab Packs | 16 Gallon Drum | 1 | \$ | \$ |
| 8b | Lab Packs | 55 Gallon Drum | 1 | \$ | \$ |
| 9 | Resins, adhesives in cans | Cubic Yard box | 3 | \$ | \$ |
| 10a | Oil-Based Paints and Varnishes (in Cans) | Cubic Yard box | 10 | \$ | \$ |
| 10b | Oil-Based Paints and Varnishes (liquids, sludge) | Consolidated into 55 Gallon Drums | 7 | \$ | \$ |
| 11 | Antifreeze/glycols | 55 Gallon Drum | 3 | \$ | \$ |
| 12 | Mercury products | 5 gallon pail (est. 10 pounds) | 1 | \$ | \$ |
| 13 | Dry cell/rechargeable Ni-Cd & Lithium Batteries | 5 gallon pail | 1 | \$ | \$ |
| 14 | Asbestos | 55 Gallon Drum | 1 | \$ | \$ |
| | | | | | |
| | | TOTAL | | | |

PART B BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any Informality in the Bidding for any reason which the Owner determines to be in the best interest of the Town of Derry.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within ten (10) days.

This Bid may be accepted by the Owner at any time within 90 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and address of all persons and parties interested in the foregoing Bid as principals are as follows:

PART C. EXECUTION

Seal (if corporation)

(Signature of Bidder)

(Title of Bidder)

(Business address of Bidder)

(Town, State, and Zip Code)

Dated _____ at the day of _____, 20__ .

Town of Derry N.H.
Household Hazardous
Waste Collection

Agreement

THIS AGREEMENT, made this _____ day of _____ by and between the Town of Derry, New Hampshire, hereinafter called "**Owner**" and _____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "**Contractor**".

WITNESSETH; that for and in consideration of the payments and agreements hereinafter mentioned:

WHEREAS, the Owner has selected the Contractor to manage and conduct a Household Hazardous Waste Collection Program at the West Running Brook School, at 1 West Running Brook Lane, Derry N.H. on **Saturday, May 6, 2017.**

WHEREAS, the Contractor shall perform in a good and professional manner, the services identified in the attached contract documents:

NOW THEREFORE WITNESSETH;

That the parties hereto in consideration of the mutual promises, covenants and agreements of the parties hereto, as hereinafter set forth, do hereby mutually agree as follows:

1. The Contractor shall furnish all materials, supplies, tools, equipment, labor, and other services necessary to the completion of the project as intended and specified herein.

The Town shall provide advertising posters and pamphlets and a trailer for disposal of emptied containers.

2. The Contractor shall commence the work required by the Contract Documents in a timely manner and provide the specified services on the date specified and within the time specified.

3. The term "Contract Documents" means and includes the following Advertisement for Bids; Information for Bidders; Bid Form; Contractor's Qualifying Statement; Notice of Award; Agreement; General Requirements; Project Summary; and Technical Specifications. The term "Contract Documents" shall also mean and include the following addenda:

No. _____ ; Dated _____,

No. _____ ; Dated _____,

No. _____ ; Dated _____,

4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the bid item sums reflected on the bid schedule.

5. The Owner shall pay to the Contractor, in the manner and at such times as set forth in the General Requirements, such amounts as required by the Contract Documents based on the bid items reflected in the bid for the actual final quantities.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement may be terminated by Owner upon ten (10) days written notice. In addition, the Owner reserves the right to terminate the contract at any time for whatever reason is deemed to be in the best interest of the Town of Derry, or to reduce the Scope of Services in order to be consistent with the availability of funds.

8. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by the Town Manager of the Town of Derry, arbitration binding or otherwise shall not be an option.

9. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Owner. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

10. Contractor shall indemnify, hold harmless and defend the Owner from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner or which the Owner may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse affects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage was caused by the Contractor's or Contractor's agents' negligent, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate or complete.

11. Neither the Owner's review, approval or acceptance of, nor payment for, any of the work required under this Agreement shall be construed to operate as waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the Owner for all damages to the Owner caused by the Contractor's negligent acts, errors or omissions of any of the work required to be performed under this Agreement.

WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST;

Name: _____
(please type)

Title: _____

Date: _____

(SEAL)

ATTEST;

Name: _____
(please type)

Title: _____

Address: _____

OWNER;

Town of Derry, New Hampshire

By: _____

Name: _____
(please type)

Title: _____

Date: _____

CONTRACTOR;

By: _____

Name: _____
(please type)

Title: _____

Address: _____

Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

In case this bid shall be accepted by the Owner, and the undersigned shall fail to execute the contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

PART C. EXECUTION

SEAL (if corporation)

Signature of Bidder

Title of Bidder

Business address of Bidder

Town, State, and Zip Code

Dated at _____ the _____ day of _____, 20____.

GENERAL CONDITIONS

1. GENERAL
2. RECORDS
3. EQUAL EMPLOYMENT OPPORTUNITIES
4. LOCATION
5. COMPLIANCE
6. PERSONNEL
7. INDEMNIFICATION
8. EQUIPMENT
9. QUANTITIES
10. PAYMENT
11. PRE-COLLECTION CONFERENCE
12. INSURANCE
13. PERMITS
14. WORKMEN'S COMPENSATION
15. SOCIAL SECURITY ACT
16. BASIS OF PAYMENT
17. HAZARDS

GENERAL CONDITIONS

1. GENERAL

The work of this contract consists of receiving, analyzing, sorting, consolidating, packaging, transporting and disposing of household hazardous wastes for the Town of Derry N.H. combined with participants from Londonderry, NH (combined population approx. 54,000). The Town of Derry shall provide a roll-off container. Contractor is responsible for providing a liner for the roll-off and placement of emptied containers (cans, bottles, bags, boxes) into the lined roll-off container.

A summary of participation and quantity collected for the last 6 years is presented below. These numbers are no indication of future participation or quantities to be collected. The May 2017 event will be open for 3 hours (9am-noon).

| Year | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
|--|-------|-------|-------|--------|-------|-------|
| Vehicles (some vehicles represent more than 1 household) | 259 | 261 | 223 | 244 | 190 | 267 |
| Estimated Pounds | 15674 | 18900 | 15300 | ~14000 | 19745 | 23650 |

The selected contractor shall be a licensed hazardous waste transporter properly authorized to perform the contract work and set up the appropriate collection program.

2. RECORDS

The contractor shall maintain records pertaining to this project on a generally recognized accounting basis. The records shall reflect actual time devoted and costs incurred for the services performed. The records shall show the status of the wastes from the time of collection until final disposal. The contractor shall permit the Owner's authorized representatives, appropriate Federal and/or State Department and agencies to inspect and audit all data and records of the contractor associated with this contract or related to the contractor's performance under this contract.

3. EQUAL EMPLOYMENT OPPORTUNITIES

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

4. LOCATION

Except as otherwise specifically provided for herein, the contractor shall perform the work in the Town of Derry, Rockingham County, State of New Hampshire.

5. COMPLIANCE

In connection with the performance of the work, the contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the contractor.

6. PERSONNEL

The contractor shall, at its own expense, provide all personnel necessary to perform the work. The contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

7. INDEMNIFICATION

The contractor shall defend, indemnify and hold harmless the Town of Derry, its members and representatives, the Town in which the collections are held, the State and their respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town of Derry its members and representatives, or the Town in which the collections are held and any such immunities are hereby reserved to the Town of Derry, its members and representatives and the Town in which the collections are held. This covenant shall survive the termination of this agreement.

8. EQUIPMENT

The contractor shall supply and have available at the appropriate site on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents.

9. QUANTITIES

The number of vehicles, gallons, drums and pounds as stated above are based on previous years' collection data, for which collection was one day from 9:00am to 12:00pm. They are not guaranteed to be exact for this year. Quantities of work that are to be performed under this contract and any departure there from will not be accepted as valid grounds for any claim for damages or for loss of profits. The Town of Derry specifically reserves the right to delete any portion of the work if desirable to keep expenditures within available funds. The total proposal representing the sum of the estimated quantities times the unit prices bid, will be used as the basis for comparison of bids.

10. PAYMENT

The contract prices shall be paid to the contractor within thirty days of Town of Derry's receipt of copies of all manifest forms signed by the operator(s) of the hazardous waste facility(ies) to which the collected materials were delivered for disposal. Payment to the contractor shall be made for the actual quantity of each specified bid item identified in the Bid Form.

11. PRE-COLLECTION CONFERENCE

After execution of this agreement, but prior to starting the work, a pre-collection conference shall be held. The attendance of the contractor and his contract manager shall be mandatory. The Owner shall notify all other appropriate personnel of the time and site of the Conference. The Conference shall be held at either the Town of Derry, Public Works Department, or at the Location where the event will be held at a mutually agreed upon time. Procedures to be followed for the duration of the collection shall be established and discussed at this time. In addition, the contractor shall provide the Town with the proposed Work Plan, Safety Plan and Hazardous Response Plan.

12. INSURANCE

The contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverage and be written for not less than the limits of liability and coverage identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted and shall state the type of coverage, limits of liability, and expiration date. The limits of liability for the liability insurance required shall provide coverage for not less than the following amounts or greater where required by law:

| | |
|---|---|
| Workmen's Comp. and Employee Liability | \$100,000 (each accident) \$500,000 (disease policy limit) \$100,000 (disease ea. employee) |
| Owner's Contractor's Protective Liability | \$5,000,000 (combined single limit) |
| Excess Liability (umbrella form) | \$5,000,000 BI & PD combined |
| Automotive Liability (all owned auto's hired) | \$5,000,000 BI-per person \$5,000,000 per accident |
| Auto's non hired auto's private or other | \$5,000,000 (PD) |
| General Liability | \$5,000,000 (BI & PD) |
| General Liability (comprehensive premises/operations, explosion products, contractual independent contractors board form property damage personal injury) | \$5,000,000 (BI & PD combined each occurrence) \$5,000,000 (BI & PD combined aggregate) |

In addition, the State of New Hampshire and NHDES has added the following additional requirement. The contractor shall cover the State and the Grantee (Town of Derry) as additional insured parties and shall comply, in and form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder.

13. PERMITS

It shall be the responsibility of the contractor to obtain all federal, state, and local permits which may be required and necessary to perform the work. The Town will assist the contractor when possible in obtaining said permits. The cost of any permits or fees associated with same shall be borne by the contractor.

14. WORKMEN'S COMPENSATION

The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the contractor shall require the subcontractor, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

15. SOCIAL SECURITY ACT

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other remuneration paid to persons employed by the contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal Officials; and said Contractor also agrees to indemnify and save harmless the Town of Derry from such contributions or taxes or liability therefore.

16. BASIS OF PAYMENT

A. Bid Item #1, Collection Set up fee, shall consist of all costs necessary to organize, set up and conduct the project in accordance with these project documents, and shall be paid as a lump sum. This item shall include but not be limited to all general condition requirements and all other project requirements which are not covered by the remaining bid items. Reimbursement shall be at the actual contract price bid and shall consist of all costs necessary to properly collect, sort, package, transport and dispose of the identified household hazardous wastes.

B. Bid Items #2 through #16 consisting of the following items

| | | |
|------|--|----------------|
| #2 | Consolidated Organic Liquids, Flammables | 55 gallon drum |
| #3 | Mixed Aerosols | 55 gallon drum |
| #4 | Pesticide Liquids | 55 gallon drum |
| #5a | Pesticide Solids in Consumer Packaging | 55 gallon drum |
| #5b | Pesticide Solids in Consumer Packaging | Cubic Yard Box |
| #6 | Oxidizing Materials | 55 gallon drum |
| #7 | Acid/Acid compatible material | 55 gallon drum |
| #8a | Lab packs | 16 gallon drum |
| #8b | Lab packs | 55 gallon drum |
| #9 | Resins, Adhesives (in cans) | Cubic Yard Box |
| #10a | Oil-based paints and varnishes (in cans) | Cubic Yard Box |
| #10b | Oil-based paints and varnishes (liquids/sludges) | 55 gallon drum |
| #11 | Antifreeze/glycols | 55 gallon drum |
| #12 | Mercury products | 5 gallon pail |
| #13 | Drycell/rechargeable batteries (Ni-Cd & lithium) | 5 gallon pail |
| #14 | Asbestos | 55 gallon drum |

All collecting, analyzing, sorting, packaging, transporting and disposing of identified household hazardous wastes and contaminated emptied containers shall be paid for at the contract unit price bid per container of the material type and size specified.

17. HAZARDS

The Contractor warrants that it understands the currently known or suspected hazards which are presented to persons, property and the environment by transport, treatment and disposal of wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient expeditious and lawful manner using industry accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.

WORK PLAN

The following plan describes how the Town of Derry proposes to handle the household hazardous waste cleanup activities on the cleanup day.

MATERIAL FLOW

As a homeowner arrives at the designated facility, posted signs shall direct him to the reception area. At that point, Town representatives shall meet the incoming vehicle, elicit general information from the participant (e.g., Town of residence, types and amounts of wastes brought to the facility), and obtain information on waste disposal, household hazardous wastes, health effects, etc.

The participant then drives to the collection area where the waste material shall be removed from the vehicle and taken to the handling tables by Contractor representatives. At this point, the Contractor takes custody of the waste. Once removed, the participant will be directed toward the exit.

In the event that a participant exceeds the amount of waste allotted for disposal (10 gallons or approximately 20 pounds), the Owner's project manager shall be so advised. The excessive waste may be accepted per the authority of the Owner's Project Manager.

The waste will be removed from the participant's vehicle by the Contractor's representative and shall be handed over the "hot line" along with its accompanying information sheet.

The Contractor shall segregate known wastes from unknown wastes. Separate tables shall be used. Known waste shall be transferred from its table to appropriate repackaging tables: solvents, corrosives, and pesticides and/or poisons. The Contractor's personnel shall man those tables, repack the waste as necessary, record information about those wastes for manifest purposes and containerize the wastes in 55-gallon drums or other appropriate container. The wastes shall be packaged on-site so that they may be properly and safely transported and disposed of, e.g., as lab packs, etc. All paints accepted shall be bulked on site.

Unknown wastes shall be transferred from the collection table to the analysis area by the Contractor. The Contractor shall conduct simple chemical analysis on these wastes to determine appropriate classification. Following classification, those wastes shall then be packaged at this location for transportation to an authorized hazardous waste facility.

Once the drum or other container has been filled with waste, it shall be properly closed and transferred to the box trailer for storage. Manifests shall be initiated by the Contractor. Upon completion of the collections at the end of each day, the vehicle shall transport the wastes to an authorized treatment or disposal facility. No drums or container shall leave the site until they are properly packaged.