

**City of Manchester
Department of Aviation**

BID DOCUMENTS

For

**SALVAGE AND DEMOLITION OF IMPROVEMENTS
1 BARRETTE DRIVE**

FY19-805-41

Barrette Drive
Manchester, New Hampshire

**MANCHESTER – BOSTON REGIONAL AIRPORT
Manchester, New Hampshire**

April 2019

**TABLE OF CONTENTS
 BID FOR DEMOLITION OF IMPROVEMENTS**

	Page
SECTION 1.00 - GENERAL INFORMATION	3
1.01 BIDS REQUESTED	3
1.02 DEFINITIONS	3
SECTION 2.00 - DESCRIPTION, TIME PERIOD, AGREEMENT	3
2.01 DESCRIPTION OF IMPROVEMENTS	3
2.02 TIME PERIOD FOR SALVAGE AND DEMOLITION	3
2.03 DESCRIPTION OF AGREEMENT FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS	3
SECTION 3.00 - INSTRUCTIONS TO BIDDERS	4
3.01 BID CONTENT AND ORGANIZATION	4
3.02 AIRPORT CONTACT	5
3.03 BID SUBMISSION PROCEDURES	5
3.04 BID DEADLINE	5
3.05 REVISED AND/OR ADDITIONAL PROVISIONS	5
3.06 SIGNATURE ON BID FORM	6
3.07 RESPONSIBILITY FOR BID	6
3.08 BID DEPOSIT	6
SECTION 4.00 - INSPECTION, PRE-BID, SELECTION, ACCEPTANCE, INSPECTION	7
4.01 PRE-BID MEETING	7
4.02 INSPECTION	7
4.03 BID OPENING	7
4.04 EVALUATION OF BIDS	7
4.05 BID SELECTION	7
4.06 NOTICE OF ACCEPTANCE OF BID	8
SECTION 5.00 - SUMMARY	8
5.01 SCHEDULE OF EVENTS	8
EXHIBIT "A" - SITE FIGURE - MAP SHOWING LOCATION OF IMPROVEMENTS	
EXHIBIT "B" - SALVAGE, DEMOLITION OF IMPROVEMENTS AND SITE RESTORATION	
EXHIBIT "B-2" - APPLICABLE, RELEVANT, AND APPROPRIATE REGULATIONS (ARARs) FOR ASBESTOS ABATEMENT	
EXHIBIT "C" - AGREEMENT FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS	
EXHIBIT "D" - BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – FIVE ELM WAY PROPERTIES	
EXHIBIT "E" - PLAN/METHODS/SCHEDULE/CONTRACTOR'S	
EXHIBIT "F" - BIDDERS MONITORING PLANS	
EXHIBIT "G" - TECHNICAL SPECIFICATIONS - T-905 TOPSOILING	
EXHIBIT "H" - HAZARDOUS MATERIALS EVALUATION REPORT	

NOTICE INVITING BIDS FOR DEMOLITION OF IMPROVEMENTS

SECTION 1.00 - GENERAL INFORMATION

1.01 BIDS REQUESTED - The City of Manchester, New Hampshire, Department of Aviation (Airport) hereby solicits bids from prequalified Bidders for the salvage and demolition of improvements identified as 1 Barrette Drive located on Barrette Drive in Manchester, NH

1.02 DEFINITIONS - The following terms and definitions will apply throughout this Bid Document:

- "Airport" - Means Manchester – Boston Regional Airport that is owned by the City of Manchester and operated through its Department of Aviation, that conducts this solicitation process, and owns the improvements described in Section 2.01 herein.
- "Bidder(s)" - Refers to a person, persons or companies that is/are willing and able to salvage and demolish improvements owned by the Airport described in Section 2.01 and will enter into an "Agreement for Salvage and Demolition of Improvements".
- "Demolition" - Means to completely demolish the structure and slab foundation, and remove demolition debris, facilities and appurtenances. This includes loaming and seeding backfilled areas or areas where concrete, walkways, etc. are removed.
- "Owner", "City" - Means City of Manchester, Department of Aviation
- "Owner's Representative" - Refers to the Airport's agent who holds responsibility for the day-to-day management and administration of the bid and disposition of improvements intended herein.
- "Salvage" - Items the successful Bidder will remove from the improvements to be sold. Their value will be deducted from the cost of the demolition of improvements.

SECTION 2.00 - DESCRIPTION, TIME PERIOD, AGREEMENT

2.01 DESCRIPTION OF IMPROVEMENTS - The 1 Barrette Drive building, slab foundation, concrete propane tank slab, and stairs, must be removed from Airport property, as illustrated in Exhibit "A", and in a manner described in Exhibit "B" attached hereto and made a part hereof.

2.02 TIME PERIOD FOR SALVAGE AND DEMOLITION - The salvage and demolition, as described in Exhibit "B", must be completed within sixty (60) calendar days from the completion of hazardous materials remediation.

2.03 DESCRIPTION OF AGREEMENT FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS - Airport intends to enter into an Agreement for the Demolition of Improvement(s), including salvage and demolition, with the lowest responsible Bidder. The form of said agreement is attached hereto and made a part hereof as Exhibit "C". The Airport reserves the right to add, delete, or revise any section of said Agreement; and may include other provisions mutually agreed upon by Airport and the Selected Bidder or required by law.

SECTION 3.00 - INSTRUCTIONS TO BIDDERS

3.01 BID CONTENT AND ORGANIZATION - Information and instructions necessary for Bidders to submit Bids to Airport regarding the demolition of said improvements are contained within this Bid Document. Please read all of the following instructions and documents carefully and check your Bid package immediately upon receipt to ensure that you have in your possession all the necessary documents. The Airport will not be responsible for any oral instructions or clarifications of the Bid documents or the Bid procedure. All costs associated with the preparation and submission of any Bid shall be borne entirely by the Bidder. The Bidder must furnish all information requested in the Bid document. Statements must be complete, and in the form requested. Omission, inaccuracy, or misstatement may be cause for rejection of the Bid.

BID PROPOSAL - The Bid Proposal includes the following:

a. **BID FOR SALVAGE VALUE OF IMPROVEMENTS (EXHIBIT "D")**

The Bidder must state the amount of money in currency of the United States of America that the Bidder will credit the Airport for the salvage value of the improvements described in Section 2.01 herein;

b. **BID FOR DEMOLITION OF IMPROVEMENTS (EXHIBIT "D")**

The Bidder must state the amount of money in currency of the United States of America that the Airport must pay the successful Bidder for the demolition of the improvements described in Section 2.01 herein;

c. **BIDDER'S PLAN/METHODS/SCHEDULE/CONTRACTORS (EXHIBIT "E")**

Include in Exhibit "E" the Bidder's plan, methods and schedule to demolish said improvements. The said plan, method, and schedule are subject to the approval of the Airport. The Airport's approval does not diminish the responsibilities of the selected bidder. Methods proposed for use shall comply with all applicable Federal/State and local regulations and ordinances for protection of the environment and the health and safety of employees and the public. Methods shall be appropriate and recognized to be the highest standard for demolition and site restoration. The Selected Bidder shall provide to the Airport the names and addresses of all contractors who may perform work for the Bidder at the subject property.

d. **BIDDER'S MONITORING PLAN (EXHIBIT "F")**

Include in Exhibit "F" a brief narrative description of the Bidder's proposed monitoring program to ensure safety and security throughout the demolition operation (including, but not limited to consideration of: vandalism; pest control; trash containers; boarding windows and doors; barriers; regularly scheduled visits to site) that will be accomplished by the Bidder in the performance of "Agreement for the Demolition of Improvements".

e. **BID DEPOSIT** (reference 3.08 below)

3.02 AIRPORT CONTACT - Inquiries on all matters pertaining to this Bid Document or the process that the Airport is following to identify the successful Bidder(s) for this demolition should be directed to:

Mr. John J. Hagopian, P.G.
Environmental Compliance Specialist
Manchester – Boston Regional Airport
One Airport Road; Suite 300
Manchester, NH 03103 Telephone: (603) 624-6539
Facsimile: (603) 666-4101

Inquiries shall be limited to requests for Bid Package, or questions related to clarification of the contents of the Demolition of Improvements Bid package. Direct questions to John Hagopian at: jhagopian@flymanchester.com.

3.03 BID SUBMISSION PROCEDURES - Bidders shall abide by all Bid procedures specified by the Airport in the preparation and submission of Bids. One (1) complete copy of the Bidder's Bid and all supporting documentation shall be mailed or delivered to:

Kathy Tarbox
Administrative Assistant
Manchester-Boston Regional Airport
One Airport Road; Suite 300
Manchester, NH 03103

Bids shall be clearly identified with Bidder's name and marked "**BID FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS –1 Barrette Drive**" at the bottom left of the envelope in which the Bid is contained.

3.04 BID DEADLINE - Airport intends to adhere to the following schedule:

Bids must be received at the address provided in Section 3.03 herein no later than 1:00 p.m. on Friday, May 31, 2019, at which time they shall be opened and publically read aloud.

A Bid may be withdrawn by the Bidder prior to the deadline date and time established for receiving Bids. After the Bid receipt deadline, the Bidder shall be bound by the Bid submitted until the earlier of: 1) the selection of the successful Bidder by the Airport and the execution of the "Agreement for Salvage and Demolition of Improvements" by the Selected Bidder, OR 2) one hundred twenty (120) days after the actual date of the opening thereof.

3.05 REVISED AND/OR ADDITIONAL PROVISIONS - Airport reserves the right to add, delete, or revise any section of this Bid Document or any article or clause included in this Bid Document. In addition, the Airport reserves the right to add, delete, or revise any section of the Agreement for the Salvage and Demolition of Improvements, and may include other provisions mutually agreed upon by Airport and Bidder or required by law.

3.06 SIGNATURE ON BID FORM - An individual duly authorized to represent and lawfully act on behalf of the Bidder must date and sign, in ink, on the spaces provided for such signature at the end of the BID FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS form. The legal name of the Bidder must be typed above the signature of the representative.

If the Bidder is a corporation, the Bid must be signed by an authorized officer(s), the title of the officer(s) signing the Bid must be shown, and the corporate seal must be affixed to the Bid form. All signatures must be notarized.

If the Bidder is a partnership, the Bid must be signed by an authorized general partner(s), using the term "Member of Firm" or "Partner". Signature must be notarized.

If the Bidder is an individual, the Bid must be signed by and in the full name of the Bidder, using the term "doing business as (insert appropriate business name), or "sole owner". **Signature must be notarized.**

3.07 RESPONSIBILITY FOR BID - Each Bidder is responsible for carefully examining each and every term and condition set forth in this document and for making inspections of the improvements or otherwise judging for itself all the circumstances and conditions affecting the Bidder's Bid. Submission of a Bid shall be conclusive evidence that the Bidder has made such examinations and investigations.

Failure on the part of the Bidder to make such examination and to investigate fully and thoroughly shall not be grounds for any declaration that the Bidder did not understand the conditions of the Bid. Airport makes no warranties or guarantees of any type whatsoever concerning any conditions which may effect the said improvements described in Section 2.01 herein or any aspect of Bidder's Bid.

3.08 BID DEPOSIT - The Bid must be accompanied by a certified check of the bidder, treasurer's or cashier's check made payable to the City of Manchester, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Manchester, in the amount of 5% of the total bid price. Bidder understands that **no bid will be considered unless accompanied by such a Deposit.** Airport reserves the right to cash such Deposit and to hold the proceeds thereof. **Airport shall pay no interest on Bidder's Deposit.** Bidder's Deposit shall be retained by the Airport as a guarantee that Bidder, if awarded the contract, will execute an agreement with the Airport for the demolition of said improvements.

The bid security will be returned to all except the two (2) lowest bidders within three (3) days after the opening of the bids, and the remaining cash, checks, or bid bonds will be returned within seven (7) days after the Owner and the accepted bidder have executed the Contract, or, after all Bids are rejected, or, if no award has been made within 120 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

SECTION 4.00 - INSPECTION, PRE-BID, SELECTION, ACCEPTANCE

4.01 PRE-BID MEETING – There will be a mandatory pre-bid meeting for this project on Wednesday, May 15, 2019 at the Manchester-Boston Regional Airport Administration Office Board Room, 1 Airport Road, Suite 300, Manchester, NH 03103. The meeting shall commence at 10:00 AM. Following the meeting we shall visit the project property. As previously stated, attendance is mandatory, and this will be the sole opportunity to view the inside of the structures. Potential Bidders will have the opportunity to photograph and/or videotape the premises during this site visit.

4.02 QUESTIONS - Inquiries shall be limited to requests for Bid Package, or questions related to clarification of the contents of the Demolition of Improvements Bid package. Direct questions to John Hagopian at: jhagopian@flymanchester.com.

4.03 BID OPENING - Bids will be **PUBLICLY** opened by the Representative at 1:00 p.m. on Friday, May 31, 2019, at the following address:

Manchester – Boston Regional Airport
Administration Office Boardroom
One Airport Road, Suite 300
Manchester, NH 03103

4.04 EVALUATION OF BIDS - Airport will examine and evaluate each Bid to determine its responsiveness. Only those bids deemed responsive shall be considered by the Airport. In order for a Bid to be responsive, it shall include the following:

- a. Price
- b. Plan/Method/Schedule/Contractors; and
- c. Monitoring Plan; and
- d. Bid Deposit

No Bidder shall have any cause of action against the Airport arising out of a failure by Airport to consider a Bidder's Bid, or the methods by which Airport evaluated Bids received. The selection of the prospective Bidder and the decision to engage in negotiations with that Bidder shall be at the sole discretion of Airport.

Airport intends to enter into an "Agreement for the Salvage and Demolition of Improvements" with the lowest responsive and responsible Bidder. Airport reserves the right to: 1) Reject any Bid it deems unresponsive; 2) reject any or all Bids for any reason; and 3) waive any of the requirements of the Bid procedures explained in this document. At its discretion, the Airport reserves the right to enter into negotiations with the two (2) lowest bidders in order to obtain a lower bid amount.

4.05 BID SELECTION - In order to be considered for demolition of said improvements, each Bidder must complete and submit a BID FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS, including any attachments, on the forms provided by the Airport.

The Airport intends to select one (1) Bidder, but reserves the right to accept none of the Bids, to negotiate with the two (2) lowest bidders and/or to proceed in any other manner deemed to be in the Airport's best interest.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Evidence of collusion among Bidders;
- b. Submitting a Bid which is incomplete, obscure or which contains irregularities, inaccuracies, or misstatements;
- c. Default or termination of other contracts or agreements with the City;
- d. Other causes the Airport deems appropriate at the Airport's sole and absolute discretion; and/or
- e. Failure on the part of the Bidder to supply the required Bid Deposit.

4.06 NOTICE OF ACCEPTANCE OF BID - Upon the Airport's selection of a Bidder, the Selected Bidder will be notified of the selection. Such notification shall be followed by the execution of the "Agreement for the Salvage and Demolition of Improvements" (Agreement). **The Selected Bidder must execute and return to the Airport the Agreement along with required insurance certificates, Performance Bond or Letter of Credit, and Payment Bond within ten (10) working days after notification.**

Should the Selected Bidder fail or refuse to so perform the Airport reserves the right to retain the Bid Bond and shall be free to revoke such selection and to select another Bidder.

SECTION 5.00 - SUMMARY

5.01 SCHEDULE OF EVENTS

Notice to Bidders:	Monday, April 29, 2019
Bid Documents Available:	Monday, April 29, 2019
Pre-bid Meeting	10:00 AM Wednesday, May 15, 2019
Bids Due/Bid Opening:	1:00 PM Friday, May 31, 2019
Selection of Bidder :	Within 7 days of bid opening
Notify Selected Bidder:	Within 7 days of bid opening
Execution/Return of Agreements:	Within (10) working days of written notification
Completion of Work:	On or before sixty (60) calendar days from completion of hazardous materials remediation

EXHIBIT "A"
Site Figure

EXHIBIT "B"
SALVAGE AND DEMOLITION OF IMPROVEMENTS AND SITE RESTORATION

- A. The successful Bidder is solely responsible for coordinating all aspects of the salvage and demolition of said improvements. The successful Bidder must determine what portion of the disposition of improvements is accomplished as general conditions for the contractor and what components of the project may be subcontracted to others. The bid proposal must include the names and addresses of those who will perform work for the successful Bidder.
- B. In broad terms, demolition consists of removing and legally disposing of all materials, regardless of type or composition, resulting from the demolition work. Unless otherwise noted within these specifications, these materials, including lead paint, asbestos containing materials (ACM) and/or other hazardous materials, if any, shall become the property of the successful Bidder and shall be removed from the limits of the Airport's property in compliance with all local, state and federal regulations pertaining to their disposal.

With regards to salvageable items, the bidders must provide a salvage value for the improvements in Exhibit D.

- C. **Work Schedule and Responsibility for Buildings to be Demolished** – The successful Bidder will take responsibility of the properties with the execution of the contract. This means that the successful Bidder will be responsible for securing/providing security for the properties to be demolished, including securing their contents and ensuring that there are no trespassers, break-ins, vandalism, etc. Any salvageable items stolen or otherwise removed from the properties after the properties are turned over to the demolition contractor shall be the responsibility of the contractor, and no compensation shall be provided by the Airport for lost or stolen items.

A pre-demolition hazardous materials survey, including assessing the presence of lead paint and asbestos, has been completed by an Airport contractor and is attached as Exhibit "H". The successful Bidder is responsible to contract with a competent, experienced hazardous materials remediation contractor for the required hazardous materials mitigation. The price to complete the hazardous materials remediation must be indicated in Exhibit "D", Bid – Salvage and Demolition of Improvements. The salvage and demolition of improvements operation must be completed within sixty (60) days following the completion of the hazardous materials remediation.

- D. **Burning** - The use of fire to dispose of refuse and debris will not be permitted at the project site.
- E. **Explosives** - The use of explosives at the project site will not be permitted.
- F. **Licenses/Permits/Notifications** - The successful Bidder is responsible for obtaining all necessary permits and licenses and necessary notifications related to this demolition project including but not limited to the City of Manchester, state and federal agencies, utility companies and Dig Safe for disconnections. The successful Bidder(s) will be required to pay for all permits, fees and the like.
- G. **Utilities** - Prior to building removal and/or demolition, and hazardous materials remediation, the successful Bidder must coordinate with all utility companies for the required disconnection of all public and private services. Removal and/or demolition must comply with state and local laws and ordinances as well as utility company standards. You must arrange with the local utilities, including electric, cable television (if necessary) water, sewer, and natural gas prior to demolition in the event they have specific requirements, notifications, inspections, etc. which may be required. Utilities must be disconnected prior to demolition to the satisfaction of each utility company, City of Manchester, and Airport. All utilities under the building footprint shall be removed per the requirement of the utility company and/or City of Manchester, NH.
- H. **Building Demolition** - The existing improvements (i.e. building structures, slab foundation, propane tank slab, steps) must be removed completely, as indicated in these bid documents. Debris must be disposed of properly at an authorized landfill. All concrete removed must be disposed of properly at an authorized landfill or recycling plant. Excavations must be backfilled with suitable fill material, approved by the Airport, loamed, and seeded.

- Demolition and disposal shall be in accordance with applicable environmental federal, state and local regulations.
- Should waste items, including hazardous waste, not previously identified be discovered, Contractor shall be responsible to determine the need for remediation of such materials, and provide to the Airport separate pricing for evaluation and for remediation, if necessary. It shall be the Contractor's sole responsibility to determine the need for remediation in full accordance with all applicable federal, state, and local regulations.
- Salvage of Materials – the contractor shall make every reasonable effort to salvage/recycle materials as part of the demolition. **The contractor will provide a report to the Airport at the conclusion of the demolition which details the materials that were recycled versus those that were disposed of.**

- I. **Protection** - Open excavations or foundations shall not be left unprotected and exposed overnight. Temporary guard fence will be erected for the protection of pedestrians and the public in general prior to the contractor leaving the site. The fencing material shall be free from nails and fastenings, splinters and the like and shall present a reasonably smooth surface on the sides of possible contact. Such temporary fence shall be left in place and be properly maintained until the excavations are filled in accordance with the terms and conditions contained herein. Excavations for foundation removals must be backfilled within 48-hours of the improvements demolition.

Throughout the demolition operations, it is the Contractor's responsibility to ensure that no debris of any kind or nature accumulates in the area, or grounds surrounding the premises, or on Barrette Drive or North Perimeter Road.

- J. **Site Restoration** - Prior to backfilling: ensure all excavations are void of all detritus material; and cesspools or underground storage tanks, if present, are properly and legally closed and/or cleaned-out prior to filling.

Each depression and cavity including but not limited to foundation excavations, trenches, pits, and underground storage tank cavities must be backfilled and graded to conform with the surrounding premises. The backfill material (Bidder to provide clean fill material) must be compacted to avoid settling. A six-inch layer of F-905 topsoil (Bidder to provide F-905 topsoil) must be spread over each backfilled area. Hydro seed with NHDOT Slope Seed Type 44 to promote new growth and to minimize erosion from the edge of the street to the rear of the property, and any other areas of the property that have been backfilled or disturbed by contractor's equipment.

- K. **Hazardous Materials (HM) and Asbestos Containing Materials (ACM)** – The successful Bidder will enter into an agreement with a hazardous materials remediation firm. It is the responsibility of the selected firm to remove all HM and ACM prior to demolition of improvements. Further, should HM and/or ACM be discovered during demolition, HM and ACM removal must be accomplished under the Federal and State of New Hampshire Applicable, Relevant, and Appropriate Regulations (ARARs, see Exhibit B-2) prior to the initiation of any demolition activities at the structure. Some of the requirements of these regulations are:

- a) Ten-day notification to the State of the intent to abate ACM
- b) Development of an approved Site Safety and contingency Plan for outdoor ACM abatement
- c) Abatement of ACM by a licensed asbestos abatement contractor only
- d) Visual confirmation of ACM abatement completion
- e) Confirmatory Air Sampling
- f) Verification of ACM quantities abated
- g) Disposal of ACM at a permitted facility
- h) Generation of a Waste Shipment Record

All abatement and demolition activities are subject to review by the Owner's Representative or parties acting on their behalf. **All official documentation generated in the HM and ACM abatement and**

disposal process will be copied to the Owner's Representative as it is generated.

a.) Notification of Abatement Completion - Following HM and ACM abatement and prior to the initiation of demolition activities, it is the responsibility of the successful Bidder (Contractor) to notify the Owner's Representative of the completion of abatement activities and the pending demolition of building or structure. Notification documentation shall include:

- 1) A letter from the Contractor identifying the address of the abated properties, stating that the properties have been abated.
- 2) A copy of the letter from the licensed HM and ACM abatement contractor stating that the properties have been cleared of HM and ACM and are available for demolition.
- 3) A copy of analytical results from final air testing.
- 4) A copy of a letter from disposal facility accepting HM/ACM, or the equivalent.

b.) Management of special wastes and additional Hazardous Material (HM) –

- 1) In addition to ACM, the Contractor may be required to manage some types of special wastes.

Contractors should note the following:

The disposal of fluorescent lights is regulated. Fluorescent lights must be recycled by a licensed recycling facility.
Fluorescent light ballast's may contain PCBs, and must be disposed of in a lawful manner.
Liquid mercury is considered a hazardous waste, and must be handled by a hazardous waste contractor.

- 2) It is possible that some HM may be uncovered during the demolition process. HM discovered in this manner should be set aside and protected from rain or runoff (i.e., placed on plastic sheeting and covered, placed in a closable drum, etc.). The Owner's Representative should be notified of any HM discovered during demolition

Typical HM may include:

Latex paint and lead paint
Mercury switches
Solvent based paints, stains, and thinners
Aerosol cans
Compressed gas containers
Pesticides, herbicides and fertilizers
Lead ingots, pipes, and/or tools
Cleaners
Asphalt patch & driveway sealer materials
Used or new motor oils
Diesel fuel and gasoline
Heating Oil Tanks

c.) Notice to Proceed (NTP) for Demolition - Following Notification of Abatement Completion, the Owner or his representative will issue a written Notice to Proceed (NTP) for the Demolition of the subject structures.

**EXHIBIT “B-2”
APPLICABLE, RELEVANT AND APPROPRIATE REGULATIONS (ARARs)
FOR ASBESTOS ABATEMENT**

State of New Hampshire:

NHRSA Ch. 141-E (Asbestos Management and Control Act)

NHRSA Ch. 149-M (Solid Waste Management Act)

NHRSA Ch. 147-A (Hazardous Waste Management Act)

NH Admin. Rules Ch. HeP 5000 (Asbestos Management Rules) Contact: NH Division of Public Health Services (603) 271-4609

NH Admin Rules (Solid Waste Rules) Contact: NH Department of Environmental Services, Waste Management Division (603) 271-2925

NH Admin Rules Ch. Env-C 400 (Asbestos Management and Control) Contact: Department of Air Resources Division (603) 271-1370

NH Admin Rules Ch. En-Wt 100-800 (Wetlands Board Rules) Contact: Department Water Supply and Pollution Control Division (603) 271-2147

With the exception of the Wetlands Board Rules, the other State of New Hampshire regulations cover the standard asbestos type regulatory requirements including, but not limited to, notification of abatement, air monitoring, personal protection, decontamination of personnel and equipment, and cover criteria.

Federal:

The following Federal regulations are incorporated by reference as appropriate:

29 CFR 1926, including 29 CFR 1926.1101

29 CFR 1910

National Emissions Standards for Hazardous Air Pollutants (NESHAP)

EXHIBIT "C"
AGREEMENT FOR SALVAGE AND DEMOLITION OF IMPROVEMENTS

THIS AGREEMENT FOR THE SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive, Manchester, NH made and entered into as of this _____ day of _____, 2019, by CITY OF MANCHESTER, NEW HAMPSHIRE, being a duly and lawfully constituted New Hampshire municipal corporation acting by and through its Department of Aviation (hereinafter, the "Airport"), and _____ (hereinafter, the "Contractor") a _____ in full compliance with all New Hampshire laws relating to the conduct of business in New Hampshire, with a principal place of business located at _____.

WITNESSETH

WHEREAS, the Airport owns certain improvements located at 1 Barrette Drive, Manchester, New Hampshire, (hereinafter referred to as improvements);

WHEREAS, The Airport no longer desires required said improvements and made a solicitation for bids from prequalified contractors interested in salvage and demolition of improvements;

WHEREAS, the Contractor submitted a bid to the Airport and was the Bidder selected to salvage and/or demolish said improvements in accordance with Airport's Bid Documents, Salvage and Demolition of Improvements –1 Barrette Drive, Manchester, NH dated April 2019; and

WHEREAS, the said "Bid Documents, Salvage and Demolition of Improvements –1 Barrette Drive, Londonderry, NH", dated April 2019, and Contractor's Bid are incorporated into this Agreement by reference as if fully rewritten herein; and

WHEREAS, Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the salvage and demolition of improvements described in "Bid Documents, Salvage and Demolition of Improvements –1 Barrette Drive, Manchester, NH" dated April 2019, and the Contractor's Bid.

NOW, THEREFORE, in consideration of the mutual promises contained herein and upon and for the other good and valuable consideration described herein and for the purposes stated herein the parties hereto mutually agree and covenant, one to the other, as follows:

SECTION 1. PURCHASE OF SERVICES. The Airport hereby agrees to pay the Contractor for the salvage and demolition of certain improvement(s) situated at: 1 Barrette Drive, Manchester, NH specifically located on EXHIBIT "A" titled "MAP SHOWING LOCATION OF IMPROVEMENTS", attached hereto and made a part hereof with consideration of demolition cost identified in the Contractor's Bid, the sum of _____ and _____/100 dollars (\$)).

SECTION 2. COMPLETION OF DEMOLITION. The Contractor shall salvage and demolish the improvement(s) from the Airport property in accordance with the provisions of this Agreement and EXHIBIT "B" entitled "SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive, Manchester, NH" attached hereto and made a part hereof.

SECTION 3. INGRESS AND EGRESS. The Contractor and its officers, employees, suppliers of materials and furnishers of services, shall have the right of ingress and egress between Airport's property where the improvements are located and the roadways abutting Airport's property, and such other points as may be designated by the Airport Director, all as the same exist from time to time and all of the same to be used in common with others having rights of passage, all without any further or additional fees or charges. The use of such roadways shall be subject to reasonable rules and regulations of the Airport now in effect or which may hereafter be promulgated for the safe and efficient operation of Manchester – Boston Regional Airport.

SECTION 4. INSPECTION DURING DEMOLITION OF IMPROVEMENTS. The parties hereto and their authorized representatives shall have full rights of inspection during the demolition operation.

SECTION 5. GENERAL PROVISIONS.

- a. Contractor shall conduct its demolition activities on Owner's property herein authorized to customary standards and in a reasonable and safe manner.
- b. The Contractor will at no time, and under no circumstances, occupy or clutter with supplies, equipment or other material, any area of Airport's property nor allow any debris or litter, resulting from the uses authorized herein to accumulate in common and public areas of Barrette Drive or North Perimeter Road or adjacent properties.
- c. The Contractor will provide for the removal of rubbish and refuse or any other material from the Airport's property, in a manner that complies with existing laws and statutes in approved landfills and recycling centers.
- d. The Contractor will direct his activities and those of his subcontractor's in a manner to ensure that vehicular traffic is not impeded between roadways and Airport's property.
- e. The Contractor shall at all times retain a full-time, active, qualified, competent representative to supervise Contractor's activities on Airport's property and to be the authorized representative of the Contractor in all respects with relation to the operations of the Contractor and complaints relating thereto. The Contractor shall advise the Airport or his/her assigned representative, of his/her successor's identity in the event that he/she is temporarily or permanently replaced.
- f. The Contractor will use its best efforts to cause its employees and agents to act in a reasonable, courteous and neat manner when in or about Airport property. The Contractor agrees to investigate any complaints made by the public or by the Airport concerning improper conduct on the part of its employees while on Airport's property and to take appropriate action to put a stop to such conduct immediately.
- g. Contractor agrees that it is an independent business and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes. The Airport shall have no responsibility to or liability for treating Contractor's employees as employees of the Airport, their safety, or keeping records, making reports, or paying any payroll taxes or contributions.

SECTION 6. PROHIBITED ACTS. The Contractor shall:

- a. conduct its activities in an orderly and proper manner so as not to annoy, disturb or be offensive to others;
- b. commit no nuisances while on Airport property, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance thereon;
- c. not conduct its activities in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- d. not conduct its operations so as to interfere with reasonable use by others of Manchester-Boston Regional Airport; and
- e. not conduct its operations in such a way as to hinder police, fire fighting or other emergency personnel in the discharge of their duties or so as to constitute a hazardous condition that would increase the risks normally attendant upon the activities contemplated under this Agreement.

SECTION 7. ENVIRONMENTAL COMPLIANCE.

- a. Contractor will comply, and will cause its employees, agents, invitees, and licensees (collectively, the "Contractor's Agents") to comply, with all Federal, State, and Local Environmental Laws (as hereinafter defined) in its and their activities, operations, and processes related to the salvage and demolition of said improvements. Contractor will promptly take all such actions as may be necessary to abate, remove and clean up, or otherwise cure any violation of Federal, State, or Local Environmental Laws caused by any

Hazardous Materials or Hazardous Waste originated, generated or disposed of on the Airport's property by Contractor or any of Contractor's Agents, including the remediation of any damage caused to the Airport's property as a result of such violation. Contractor will indemnify and hold the Airport harmless from any failure to comply with the foregoing provisions of this Section 7.

- b. For purposes of this Section 7, "Hazardous Materials" are defined as any chemical, material, or substance which is regulated as toxic or hazardous or exposure to which, or disposition of which, is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority. The federal, state, county, regional and local laws, ordinances and regulations pertaining to or regulating Hazardous Materials are defined as Environmental Laws.

SECTION 8. GOVERNMENTAL REQUIREMENTS, OWNER REGULATIONS.

- a. The Contractor shall procure from all governmental authorities having jurisdiction over the activities of the Contractor hereunder, all licenses, certificates, permits or other authorizations which may be necessary for the conduct of such activities, and it shall comply with all laws and lawful ordinances, and governmental rules, regulations and orders during the term of this Agreement which from time to time may be applicable to the Contractor's operations hereunder.
- b. The Contractor covenants and agrees to observe and obey (and to require its officers and employees to observe and obey and to exercise its best efforts to require guests and invitees and those doing business with it to observe and obey) applicable rules and regulations of Manchester – Boston Regional Airport (including amendments and supplements thereto) governing the conduct and activities of the Contractor and others on the Airport's property, of which the Contractor has been notified, and such future reasonable rules and regulations as, from time to time during the term hereof, may be promulgated by the Airport for reasons of safety, health, sanitation and good order, including such requirements as may be reasonably imposed from time to time by the Airport with respect to security.

SECTION 9. INDEMNIFICATION & INSURANCE

9.01 Indemnification. The Contractor covenants and agrees to indemnify and hold harmless the Airport, its directors, officers, agents and employees, from and against any and all claims for damages or injuries, including death, to persons or property arising out of or incident to the demolition of the improvements by Contractor, its contractor's, agents, or employees. The Airport shall give to Contractor prompt written notice of any such claim or action and Contractor shall have the right to investigate compromise and defend the same. This section shall not apply, however, to the negligent or willful acts or omissions of the Airport.

9.02 Contractor's Insurance.

In consideration of the utilization of Contractor's services by the City of Manchester and other valuable considerations, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

CONTRACTOR hereby agrees to protect, defend, indemnify and hold the Airport, Authority, Architect/Engineer and Owner's Representative and their respective employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses incurred by the Airport, Authority, Architect/Engineer or Owner's Representative arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Airport, Authority, Architect/Engineer or Owner's Representative, death or damages to property (including property of the Airport, Authority, Engineer or Owner's Representative) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incidental to, in connection with or arising directly or indirectly out of this Contract Agreement. CONTRACTOR

agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense, of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the Airport or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of the Airport from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance hereunder.

CONTRACTOR agrees to maintain in full force and effect:

- a. General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- b. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limits for bodily injury and property damage.
- c. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, with statutory coverage and including employer's liability insurance.
- d. * The Contractor will provide All-Risks Builder's Risk Insurance in an amount equal to 100% of the insurable value of the work, Completed Value Form including materials delivered and labor performed. This policy will be written in the name of the City of Manchester, Department of Aviation, the Contractor, Sub-Contractors, and Sub-subcontractors as their interests may appear. Such policy will also be endorsed so that loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insured as their interests may appear; such insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained as the present premises. The All-Risks insurance includes full flood and earthquake coverage. Materials stored off-site and materials in transit will be covered up to \$100,000 per occurrence.
*(This paragraph not applicable)
- e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.
- f. Insurance companies utilized must be admitted to do business in the State of New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- g. CONTRACTOR agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester, Department of Aviation within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Department of Aviation and the City of Manchester Office of Risk Management as an additional insured (except workers' compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 27 Market Street, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.
- h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of CONTRACTOR'S liability hereunder or in any way modify the CONTRACTOR'S indemnification responsibilities to the Owner, Authority or Owner's Representative.

- i. It shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

9.03 Miscellaneous Insurance Covenants.

- a. The Contractor prior to the commencement of this agreement shall file with the Airport a certificate of insurance with respect to this agreement then in effect pursuant to the requirements of this agreement. Such certificate will certify that the Airport will be given thirty (30) days prior written notice of non-renewal, cancellation, or other material change.
- b. Contractor's obligation under Section 9.02 shall not affect its right to carry additional insurance solely for its own account provided such additional insurance does not impair the insurance required to be maintained by this agreement.
- c. All liability insurance policies shall include a severability of interest clause with respect to claims, demands, suits, judgements, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of the Contractor, Contractor's subcontractor's, agents, representatives, and employees.
- d. Contractor understands that the Airport's insurance does not extend to cover injury or loss to Contractor its employees, servants, agents, or assigns, and Contractor expressly waives any claims against the Airport for such injury or loss.

SECTION 10. EVENTS OF DEFAULT

10.01 Events of Default Defined. The following shall be "Events of Default" as to the Contractor under this agreement and the term "Event of Default" shall mean, whenever it is used in this agreement, any one or more of the following events:

- a. Failure by the Contractor to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of ten (10) days after written notice specifying such failure and requesting that it be remedied, given to the Contractor at its address set forth in Section 11 by the Airport.
- b. Abandonment by the Contractor - if demolition of the improvements has not been completed by the Contractor on Airport property ten (10) days after the said deadline to complete the demolition operation, the described work shall be presumed abandoned by Contractor.
- c. The filing by, on behalf of, or against Contractor of any petition or pleading to declare Contractor bankrupt, voluntary or involuntary, under any bankruptcy act or law, which is not dismissed within sixty (60) days after the date of filing.
- d. The commencement in any court or tribunal of any proceedings, voluntary or involuntary, to declare Contractor insolvent or unable to pay its debts, which is not dismissed within sixty (60) days after the date of filing.
- e. The appointment by any court or under any law of a receiver, trustee or other custodian of property assets of business of Contractor.

10.02 Waiver. No waiver by the Airport of default by Contractor of any of the terms, covenants or conditions hereof by Contractor shall be construed to be a waiver of any subsequent default. The acceptance of payments or the performance of all or any part of this agreement by the Airport for or during any period or periods after default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by Contractor shall not be deemed a waiver of any right on the part of the Airport to declare a default or cancel this agreement until the Airport shall have expressly agreed in writing to waive said default.

10.03 Effect of Default. Upon the happening of any event of default as defined in Section 10.01 above and the failure of the Contractor to cure such default in the time period set forth in said Section 10.01, the Airport shall have all the remedies available to it under law, including, but not limited to, the right to terminate this agreement and related payments without further notice to Contractor. Upon termination of

this agreement hereof, whether by lapse of time or otherwise, Contractor shall promptly relinquish the improvements and deliver possession thereof to the Airport. Further, the Airport may recover reasonable attorney's fees in connection with any legal action taken to enforce its rights hereunder.

10.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Airport is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Airport to exercise any remedy reserved to it in this Section 10, it shall not be necessary to give any notice, unless such notice is herein expressly required or is required by law.

SECTION 11. NOTICES. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the address stated as follows:

Airport: Manchester – Boston Regional Airport
One Airport Road; Suite 300
Manchester, NH 03103

Contractor:

or such other address as may hereafter be furnished to the other part by like notice. Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee if delivered other than by mail, and in the case of mail, upon the depositing of the same in the United States mail as above stated (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 12. SEPARABILITY CLAUSE. Any part, provision, representation or warranty of this agreement that is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 13. GOVERNING LAW. This agreement shall be construed and the obligations, rights, and remedies of the parties hereunder shall be determined according to the laws of the State of New Hampshire.

SECTION 14. SUBCONTRACTOR LIST. Each Bidder shall provide the following information for each Subcontractor who will perform any portions of the work in excess of five percent (5.0%) of the Bidder's total bid amount, at the request of the Airport or Owner's Representative.

1. Name and address of Subcontractor
2. Brief description of work to be performed under subcontract.
3. Price under subcontract.
4. Subcontractor's license number (electricians and plumbers).

SECTION 15. SUBCONTRACTOR APPROVAL. The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Airport. The Airport reserves the right to reject the use of any subcontractor that it deems unsatisfactory.

SECTION 16. TIME OF COMPLETION AND LIQUIDATED DAMAGES. The Bidder must agree to commence work on or before the date to be specified in the written Notice to Proceed of the Airport and to fully complete the project as specified in the Contract.

Bidders must also agree to pay to the Airport as liquidated damaged the sum of **\$200.00** for each and every contract day that the work remains incomplete or is nonconforming beyond the specified time as provided in the NTP and Contract Documents.

SECTION 17. WAIVER. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 18. CAPTIONS. Titles or captions of Sections contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this agreement or the intent of any provisions hereof.

SECTION 19. ENTIRE AGREEMENT. This agreement merges any and all understandings and agreements between the Contractor and the Airport with respect to the subject improvements and shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SECTION 20. TERMINATION. This Contract may be terminated by either party on the breach by the other of any of the terms, covenants or conditions of this Contract which are to be kept, performed, or observed by the other party, and the failure to remedy such breach for a period of thirty (30) days after written notice of the existence of such a breach.

The Airport shall have the right to terminate this contract upon the commission by the Contractor of an act of bankruptcy and its failure, for thirty days, to cure the same.

This Contract may be terminated for convenience at any time upon thirty (30) days written notice to the Contractor if it is determined, at the sole discretion of the Airport, that the Contractor fails to meet any of the obligations or standards for demolition of improvements services required by the contract.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

AIRPORT:

CONTRACTOR:

City of Manchester, NH
Department of Aviation

By: _____
Theodore S. Kitchens, A.A.E.
Airport Director

By: _____

Title: _____

Exhibit "D" (page 1 of 5)

BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive

Notes:

1. All prices must be written in ink. Prices must be written in words as well as figures. In case of discrepancy, the amount in words shall govern.
2. All prices given shall be in accordance with the Bid Documents for Salvage and Demolition of Improvements – 1 Barrette Drive.

1 Barrette Drive, Manchester, NH

Item No.	Item Description and Unit Price Bid Written in Words	Quantity	Unit	Total Price
1	Demolition Price (Lump Sum) _____ dollars and _____ cents.	1	LS	\$ _____
2	Salvage Value (Credit to Owner) _____ dollars and _____ cents.	1	LS	\$ (_____)
3	Remediation Price (Lump Sum) _____ dollars and _____ cents.	1	LS	\$ _____
Total Bid	1 Barrette Drive, Manchester, NH (1 + 2 + 3) _____ dollars and _____ cents.	1	LS	\$ _____

Exhibit "D" (page 2 of 5)

BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive

Notes:

1. A positive (+) total bid value represents payment to be made by the Owner to the successful Bidder for the completion of the work.
2. A negative (-) total bid value represents payment by the successful Bidder to the Owner for the salvage and demolition of improvements by the successful Bidder.
3. The total bid value shall cover all cost incurred by the Bidder for the salvage and demolition of all improvements including, and the complete restoration of the properties as required by these Specifications.
4. All prices must be written in ink. Prices must be written in words as well as figures. In case of discrepancy, the amount in words shall govern.
5. All prices given shall include items delineated in Exhibit "B", and in accordance with the Specifications and Contract Documents.
6. Salvage Value refers to any structural items (items physically attached to the improvements, such as windows, doors, wall/ceiling-mounted light fixtures, etc.) and contents located within improvements.

Exhibit "D" (page 3 of 5)

BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive

BIDDER:

Company Name: _____

Address: _____

Name of Individual Completing This Form: _____

Title: _____

Telephone Number: _____

Exhibit "D" (page 4 of 5)

BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – 1 Barrette Drive

The undersigned Bidder submits this Bid as:

- a. Individual ()
- b. Sole Proprietor ()
- c. Partnership ()
- d. Corporation ()
- e. Joint Venture ()
- f. Other ()

The undersigned hereinafter referred to as the Bidder submits this Bid to the City of Manchester, Department of Aviation, hereinafter referred to as the Airport, as an offer to demolish improvement(s) based on the terms and conditions set forth in the Bid Documents dated March 2019.

BIDDER understands, agrees, and warrants that:

1. Bidder has carefully read and fully understands all requirements of the Bid Documents and the form of the Agreement for Salvage and Demolition of Improvements – 1 Barrette Drive;
2. Bidder has full knowledge of the improvements and the rights and privileges and limitations covered by the Bid Documents and the form of the Agreement for Salvage and Demolition of Improvements – 1 Barrette Drive;
3. Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the Bid Documents and form of the Agreement for Salvage and Demolition of Improvements –1 Barrette Drive;
4. This Bid must be accompanied by a certified check of the bidder, treasurer's or cashier's check made payable WITHOUT CONDITION, to the City of Manchester, Department of Aviation, or a Bid Surety bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the totaled bid prices. Bidder understands that **no bid will be considered unless accompanied by such a Deposit.** Airport reserves the right to cash such Deposit and to hold the proceeds thereof. **Airport shall pay no interest on Bidder's Deposit.**

Bidder's Deposit shall be retained by the Airport as a guarantee that Bidder, if selected will:

- a. Enter into an Agreement for Salvage and Demolition of improvements;
- b. Furnish the Performance Bond or Letter of Credit, Payment Bond and proof of Insurance required by said Agreement;
- c. Apply for and obtain all applicable licenses and permits; and
- d. Otherwise take all steps necessary so as to be able to complete salvage and demolition no later than sixty (60) days from the date set forth in section 2.02 of the Bid Document dated March 2019.

If Bidder is the successful Bidder:

Upon Bidder's performance of all specified conditions, the Bid Deposit shall be returned within seven (7) days after the Agreement for Salvage and Demolition of Improvements has been executed by the Airport. Should the successful Bidder fail or refuse to so perform the Airport reserves the right and shall be free to revoke such selection and to select another Bid and keep the Deposit.

Exhibit "D" (page 5 of 5)

BID – SALVAGE AND DEMOLITION OF IMPROVEMENTS – Barrette Drive

5. This Bid may be withdrawn at any time prior to the time and date of the bid opening as stated in these specifications, but it may not be withdrawn after such time.
6. After receipt of notification of the acceptance of this Bid by the Airport and receipt of the Agreement for Salvage and Demolition of Improvements – 1 Barrette Drive, Bidder will execute and return said Agreement within ten (10) working days.
7. Airport reserves the right to reject any and all bids, to waive information in any bid received, and to accept that bid which will, in its opinion, best serve the public interest.
8. It is understood that Bidder is bound by this Bid until the earlier of 1) the award of salvage and demolition of improvement(s) by the Airport and execution of the Agreement for Salvage and Demolition of Improvements – 1 Barrette Drive by the Airport, or 2) one hundred twenty (120) days after the actual date of opening bids.

BIDDER (Please Print)

WITNESS (Please Print)

By (Signature)

By (Signature)

Title

Title

EXHIBIT "E"
PLAN/METHODS/SCHEDULE/CONTRACTORS

Explain in a narrative below (or attach a separate sheet of paper to this exhibit) the Bidder's plan and methods to complete the salvage and/or demolition operation. Methods proposed for use must comply with all applicable Federal/State and local regulations and ordinances for protection of the environment and the health and safety of employees and the public. Convey a proposed schedule. The selected Bidder must provide to the Airport the names and addresses of all other contractors who may perform work for the Bidder at the subject properties.

EXHIBIT "F"
BIDDER'S MONITORING PLANS

Explain in a narrative below (or attach a separate sheet of paper to this exhibit) the Bidder's proposed monitoring program to ensure safety and security throughout the salvage and/or demolition operation (including, but not limited to consideration of: vandalism; pest control; trash containers; boarding windows and doors; barriers; regularly scheduled visits to site) that will be accomplished by the Bidder in the performance of "Agreement for Salvage and Demolition of Improvements".

EXHIBIT "G"
ITEM T-905
TOPSOILING

905-1.1 - DESCRIPTION

This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Program Manager.

MATERIALS

905-2.1 - Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (3/4 inch or more in diameter), clay lumps or similar objects. Brush and other vegetation which will not be incorporated with the soil during handling operations shall be cut and removed. **All topsoil shall be screened prior to final placement.** Ordinary sods and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the association of official agricultural chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C 117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 - Inspection and Tests. Within 10 days following acceptance of the bid, the Owner's representative shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in 905-2.1.

CONSTRUCTION METHODS

905-3.1 - General. Areas to be top soiled shall be shown on the plans. The location of areas to be stripped of topsoil shall be confined to the areas of re-grading as shown on the Plans, or as directed by the Project Manager.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Project Manager before the various operations are started.

905-3.2 - Preparing the Ground Surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Project Manager, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered sub grade soil. The surface of the area to be top soiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be top soiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be

smooth-graded and the surface left at the prescribed grades in an even and properly compacted condition to prevent, insofar as practical, the formation of low places or pockets where water will stand.

905-3.3 - Obtaining Topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Owner's Representative. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Owner's Representative. All topsoil shall be screened prior to final placement. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Owner's Representative. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for top soiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Owner's Representative. **All topsoil shall be screened prior to final placement.** The Contractor shall notify the Owner's Representative sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 - Placing Topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 3 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (3/4 inch or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Project Manager. The compacted topsoil surface shall conform to the required lines, grades, and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

MEASUREMENT and PAYMENT

152-3.1 - Topsoil. No separate measurement shall be made for topsoil but rather all work associated with this item shall be considered incidental to the lump sum cost of Site Demolition. Such lump sum payment shall constitute full compensation for all labor, materials, equipment, incidentals and expenses necessary for the completion of the item to the satisfaction of the Project Manager.

END OF ITEM T-905

EXHIBIT "H"
HAZARDOUS MATERIALS EVALUATION REPORT