

REQUEST FOR PROPOSAL

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION TOWN OF HUDSON, NH

Prepared for

**Town of Hudson
Engineering & Public Works Department
12 School Street
Hudson, NH 03051**

April, 2023



Prepared by

**Town of Hudson
Engineering & Highway Department
12 School Street
Hudson, NH 03051**

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REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide design and construction services of:

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION

The CONTRACTOR must be lawfully engaged in the service of design and construction of TRENCHLESS PIPELINE REHABILITATION in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:00 AM on JUNE 15, 2023** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

"ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION" HUDSON, NEW HAMPSHIRE

Requests may be issued only by the Town Engineer, or his designee, to authorized firms, and are not transferable unless authorized by the Town Engineer or his designee.

Complete copies of RFP are available from:

Mr. Elvis Dhima, P.E.
Town Engineer
Town Hall
12 School Street
Hudson, NH 03051
edhima@Hudsonnh.gov

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for **ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION** will not be considered.

All proposals are advertised, at the Town's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Town Hall Hudson, NH	Post at Town Hall	12 School Street, Hudson NH 03051	603.886.6008 603.594.1142(fax)	edhima@hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Elvis Dhima, PE, Town Engineer

Date: _____

PROPOSAL DUE DATE/TIME: JUNE 15, 2023 NOT LATER THAN 10:00 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.

MANDATORY PRE-BID MEETING WILL BE HELD AT TOWN HALL ON JUNE 1, 2023 AT 10:00 AM.

ALL QUESTIONS DUE BY JUNE 8, 2023 AT 10:00 AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Town Engineer, Elvis Dhima (edhima@hudsonnh.gov) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

MANDATORY PRE-BID MEETING:

All Proposers are required to attend the pre-proposal meeting at the **TOWN HALL at 10:00 AM on JUNE 1, 2023.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH by 10:00 AM JUNE 15, 2023 as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal

is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

PROJECT BACKGROUND

The Town in 2022-2023 identified approximately 4,000 linear feet of sewer main and vertical manholes in need of lining/rehabilitation, as part of the annual infiltration and inflow program. This project will be 100% funded by the Town of Hudson.

SCOPE OF SERVICES

The Town of Hudson Engineering and Public Works Departments are soliciting Contractor services for

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION

The work will include the following:

- Cleaning of sewer mains
- Installing lining as directed by Town staff
- Providing the sewer bypass, if required
- Provide specifications about the liner and materials listed on the Bid Schedule

All prices include mobilization, cleaning of existing main, liner, bypass, labor, etc. to provide a fully functioning main, once completed.

The existing mains must remain operational at all times during the construction unless directed by the Engineer in writing.

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than **July 1, 2023**. The Contractor will be able to start work as of **July 1, 2023** weather dependent and must be substantially complete on or before **June 30, 2024**.

APPROXIMATE BUDGET OF DESIGN & CONSTRUCTION

The budget is \$250,000 and there are no official estimates.

TERM OF CONTRACT

This contract covers on-call services effective July 1, 2023 until June 30, 2024.

TRAFFIC CONTROL/MAINTENANCE

The Town reserves the right to hire Hudson Police Department or Public Works Department staff directly to reduce the cost of the traffic control/maintenance, if necessary.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the

required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in **one (1) original and one (1) identical copy**.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last ten (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

3. Project Approach and Resources

The Proposer shall provide specifics of their ability and time to secure staff and construction materials. The Proposer shall also describe recent similar contracts they have in place with other municipalities any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Proposer shall provide a brief description of their ability to meet the schedule for on call services.

5. Cost Proposal

The cost proposal shall be based on a cost per liner foot for lining and a cost per vertical foot for manhole lining. All costs per foot, listed on the schedule form, shall including mobilization/demobilization, labor, material, fuel, transportation and traffic control.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as

responsive and responsible, a prospective Engineering Firm/Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the cost and experience of the engineering firm /contractor and schedule.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

The evaluation criteria will be weighted as follows:

- Cost / Price = 50%
- Ability to secure staff and material/ Schedule flexibility = 15%
- Ability to complete all required services= 15%
- Similar contracts with other municipalities = 10%
- Interview = 10%

The ideal candidate is expected to bid on all items listed on the Bid Schedule, failure to do so will impact the parameter listed above. Town reserves the right to hire more than one contractor for these services, if we deem it to be beneficial.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

- a. Definitions. As used in this provision:
“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Steve Malizia, Town Administrator
Town of Hudson
12 School Street
Hudson, NH 03051

- c. All protests shall be resolved in accordance with the municipality's protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFQ) and any amendments thereto and (2) the Contractor's proposal in response to the RFQ, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFB shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFQ shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

The Engineering firm will carry Professional Liability Insurance up to the cost of the project in addition to general liability insurance carried from the contractor.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold

the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included

herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, and offer and qualification/experience statement.

Vendors shall also mean Proposers, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage. In addition, as noted in the RFP the Contract will be required to provide and Performance and Payment bond to the Town.

GENERAL REQUIREMENTS & WORK SPECIFICATIONS

The Town of Hudson is looking for a contractor to provide sewer and storm drain rehabilitation Utilizing Ultraviolet Cured Pipe Lining or Thermal Cured Pipe Lining on an on-call basis to allow the Town to rehabilitate pipe sections as needed. Trenchless services for the following:

UV Cured Pipe Lining (8" to 36")
Thermal Cured Pipe Lining (8" to 36")
CIPP Sectional Repairs (8" to 24")
Sewer Lateral Service Lining (4" or 6")
Geopolymer Manhole Lining (4' Diameter x 1"Thick)

It is the intent of the Town to enter into an agreement with the firm based on the Criteria included in the proposal for work as needed. There is no set amount of work for this contract.

Work must meet relevant ASTM standards including F1216, F2019, F1743, F1417, and D2990.

The finished pipe liner in place shall be fabricated from materials which when complete is chemically resistant to and will withstand internal exposure to domestic sewage having a pH range of 5 to 11 and temperature of 150°F.

Field measurements of the existing pipe diameters, ovality and length shall be taken by the contractor.

The liner thickness shall be sized for a minimum hydrostatic load of 8.0 feet and maximum depth of earth cover as measured in the field. The hydrostatic load shall be increased to the manhole depth plus 1.0 foot for bury depths in excess of 8.0 feet. The liner shall be structurally designed for a minimum service life of 50 years; fully deteriorated host pipe/direct bury condition; prism loading; 120lb/c.f. soil; factor of safety 2.0; 2% ovality factor; maximum deflection 5%; soil modulus of 1000 psi; lining enhancement factor maximum 5, H-20 live loading, applicable long term modulus reduction factor; and an appropriate groundwater correction factor applied to the hydrostatic load only.

All UV cured-in-place fiberglass lining products shall comply with ASTM F 2019-03 or intent thereof as determined by the Owner, minimum finished liner thickness 3mm and maximum of 6MM up to 15 inch. For wall thicknesses of a minimum of 3mm to a maximum of 10mm from 18 inch to 36 inch (except for services). Minimum liner criteria has been indicated below.

The Contractor shall furnish a general purpose, polyester or vinyl ester UV Curing resin And catalyst system compatible with the Ultra Violet Light Curing. Liner material shall be manufactured with resins pre impregnated within the liner to eliminate the possibility of air bubbles and voids.

The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces.

For UV Cured Pipe Lining – Contractor shall have 5 years' experience and 100,000lf total installed with 10,000lf installed at 24" and over.

For Thermal Cured Pipe Lining – Contractor shall have 5 years' experience and 100,000lf total installed with 10,000lf installed at 24" and over.

For all Trenchless services: Contractor shall have ability to respond on an emergency basis. Owner will dictate the timeline for each scenario. This can be based off severity of defect, location, time etc.

It shall be the responsibility of the Contractor to remove all internal debris and clean the existing sewer/drain line prior to installation of the liner unless otherwise agreed upon. Cleaning and disposal of material shall be performed by the Contractor. Disposal costs of material will be paid by the City.

Video Inspection of existing sewer lines shall be performed by experienced personnel NAASCO trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the line shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the liner pipe into the lines, and such conditions shall be noted so they can be corrected. A video and suitable log shall be kept for later reference by the Owner. All inspection data must be available in Cues Granite.net format for viewing and as a deliverable

Where practicable, liners should be installed in continuous runs where there are two or more continuous manhole segments. This is especially desirable to connect several short manhole segments with a continuous lining.

The contractor must provide all plugs, pumps, piping, hoses, and other equipment and material needed to By-pass sewage unless otherwise agreed upon.

The contractor is to provide the Owner with a written plan for by pass pumping and sewer spill cleanup. Coordinate sewage bypass pumping equipment and hoses with traffic control plan.

All spills including sewage backups that occur must be taken care of in accordance with Local and Federal regulations at the Contractor's expense. The Contractor shall be responsible for clean-up, repair and property damage, as well as any claims brought due to sewage spill or sewage back-up. If a spill occurs, Owner must be notified immediately.

Wastewater spills into street gutters, storm drains, or open excavations are prohibited. Maintain on site a reliable backup pump and power generator during all bypass pumping operations in the event of a pump and/or power failure.

Installation shall be in accordance with the manufacturer's recommendations, which

Shall be available for verification by the Owner.

The Pre-Impregnated UV Light Fiberglass Liner shall be inserted through the existing manhole or other approved access by means of a pull in place process by means of winching, which will fully extend it to the next designated manhole or termination point. The Fiberglass Liner shall be inflated in place slightly with air to the manufacturer's specification for installing the UV Chain. The liner will then be inspected with a camera mounted on the UV Chain as it is pulled to the end of the liner. After inspection and complete inflation to manufacturer's specifications, the UV light bulbs will be turned on.

The curing will commence at a rate specified by the manufacturer according to the total dimensions of the size of the liner. Initial cure shall be deemed to be complete when the UV Chain arrives at the initial entry point of insertion. As the liner is curing the UV Curing System shall record all curing data in digital (Granite.net deliverable, video file to be '.mpg') format for the viewing.

The Contractor shall apply a hydrophilic seal at the terminus of each segment. The seal shall be of a material compatible with the CIPP material.

It is the intent of this section of these Specifications to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to affect a thermosetting reaction.

This Specification references ASTM D5813 (Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe) ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), and ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe).

The Contractor shall submit the following information:

1. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
2. License or certificate verifying Manufacturer's/Licensors' approval of the installer.
3. Proposed equipment and procedures for accomplishing the work.
4. Lining Manufacturer's product data and instructions for resin and catalyst system.
5. Design Calculations for wall thickness designs. To be completed by an engineer proficient in the design of pipeline systems.

The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.

The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.

Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.

The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.

The Resin System. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.

The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM

F1216, Appendix X1, has such an acceptable methodology that may be used where applicable. The long term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES (Steam/Water Cure)

Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500psi	4,500psi	5,000psi
Flexural Modulus (Initial)		250,000psi	400,000psi	300,000psi
Flexural Modulus (50 Yr.)	D790	125,000psi	200,000psi	150,000psi
Tensile Strength	D638	3,000psi	3,000psi	4,000psi

MINIMUM PHYSICAL PROPERTIES (UV Cure)

Property	ASTM Test Method	Polyester System	Vinyl Ester System
Flexural Strength	D790	35,000 psi	35,000 psi
Flexural Modulus (Initial)		2,000,000 psi	2,000,000 psi
Flexural Modulus (50 Yr.)	D790	1,500,000 psi	1,500,000psi

The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

Temperature gauges shall be placed at the upstream and downstream ends of the reach being lined to monitor the pressurized fluid's (air or water) temperature. In addition, temperatures shall be continuously monitored throughout the tube. VeriCure or an approved equal must be used for felt inversion applications. Continuous Temperature Monitoring and data collection shall be required during the steam or hot water CIPP process. To monitor the temperatures

inside the tube wall and to verify proper curing, temperature sensors shall be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout the reach to record the heating and cooling that takes place on the outside of the liner during processing. Discrete temperature readings shall be taken equal intervals not exceeding 18-inches (or 45.72cm) 30 second sampling rate using optical fiber cable or equivalent, along the entire length of any CIPP segment installed under this Contract.

Curing of the resin system shall be as per the Manufacturer (Licensor) of the CIPP product. The temperatures achieved and the duration of holding the pressurized fluid at those temperatures shall be per the Manufacturer's (Licensor's) established procedures.

The Contractor, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for all debris removed during the cleaning operations.

Any hazardous waste encountered during this project will be considered as a changed condition.

The Contractor, when required, shall provide for the flow of sewage around the section, or sections, of pipe designated for rehabilitation. The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream man- hole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Owner may require a detail of the bypass plan to be submitted.

Experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television shall perform inspection of the pipelines. The interior of the pipe- line shall be carefully inspected to determine the location of any conditions that may pre- vent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the Owner.

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP.

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 12 hours for any property served by the sewer. The Contractor shall be required to notify the Town and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the DPW at least one week prior to service disconnecting.

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.

Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.

Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.

In addition to physically sampling the finished CIPP, the Contractor shall post-TV the completed work. The television inspection should be used to confirm tightness of the fit of the CIPP to the host pipe and to identify any imperfections. The finished liner shall be continuous over its entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

CURED-IN-PLACE PIPE LINER FOR SERVICE LATERALS

SCOPE OF WORK

It is the intent of this specification to provide for rehabilitation of identified active sewer laterals extending from a mainline sewer towards the house with a sealed connection without the need of a cleanout (MTH –Main to House). All sewer lateral rehabilitation shall occur without excavation by installation of an epoxy vacuum impregnated, one-piece main and lateral liner in the form of an internal sleeve. Lateral liner shall be installed from the mainline sewer without the assistance of a cleanout. The liner shall consist of a sectional liner in the mainline (full wrap around the circumference of the main line extending 5' on either side of the service) and the continuous liner shall have the capacity to extend to within 10 feet of the building foundation. The liner shall form a continuous, one piece, tight fitting, corrosion resistant and verifiable non-leaking cured in place pipe. The one piece section liner shall be manufactured in a factory setting prior to its arrival on site. No component of the liner (i.e. lateral tube to mainline piece) shall be glued or sewn fused in the field prior to installation. Both liner and resin shall be provided by one manufacturer as a complete system.

All lateral lining work will be performed from mainline sewers. Mainline sewer may be lined (CIPP) or unlined pipe. Existing service laterals shall be flush with the mainline sewer wall prior to service lateral liner installation.

Service lateral connections may be a combination of tees, wyes or break-in taps or varying sizes and angles ranging from 30 to 90 degrees. Service laterals may enter the main line sewer at any point on the circumference including perpendicular, tangential, etc. Lateral lining system must have capability of maneuvering through various conditions described above.

All work shall take place from the mainline sewer. The installation of an upstream cleanout is not allowed and will only be allowed by the engineer on a case by case basis. Cost of

installing such cleanout, if needed, shall be considered incidental to the liner installation work and shall be included in the cost to furnish and install the service liner. No separate bid item is allowed for cleanout installation work.

Contractor shall verify all pipe diameter and materials for service laterals to receive cured-in-place lining prior to commencing operation.

If a service requires bypass pumping of sewer flows for the installation of the liner, pumping shall be performed through an external cleanout installed approximately 10 feet from the building.

The mainline portion of the carrier packer will accommodate pipe diameters ranging from 6-in to 15-in.

RELATED WORK

Maintenance of sewerage flow
Sewer main and service lateral cleaning
Television Inspection of pipelines
Cured-in-place pipe liner for sewer main

QUALIFICATIONS AND SUBMITTALS MUST BE SUBMITTED WITH THE BID DOCUMENTS AT THE TIME THE BIDS ARE DUE.

CONTRACTOR QUALIFICATIONS/REFERENCES

- A. The Contractor performing the lateral lining work shall provide a list of references, including Owner Name, Contact Name with phone number, start and completion dates and Quantity of Laterals Lined, with the CIPP Lateral Lining system used for that specific project provided, verifying compliance with these qualifications.
- B. A 5-year history of satisfactory performance in the CIPP industry
- C. A minimum of 5,000 CIPP lateral installations.
- D. A minimum of 2 years continuous experience installing CIPP lateral lining in pipe of similar size, length and configuration as proposed in this project.
- E. The on-site Superintendent must have installed over 1,500 CIPP laterals of like condition and have a minimum of 5 years of CIPP industry experience.

License or Certification that the proposed installer is approved to install the proposed product.

SUBMITTALS

- A. Shop drawings and schedules of all service lateral liners and appurtenances required. Design data and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F1216 and D2412 for fully deteriorated pipe and as specified herein. All service connection liner design calculations shall be sealed and signed by a Professional Engineer registered in the state of New Hampshire. Submit P. E. Certification Form for all service connection liner design data.
- B. Detailed procedure for installing the service lateral liner.
- C. The name of the manufacturer of the material components (liner and resin) and the location of the facility where the materials were manufactured.
- D. Resident Notification. The Contractor shall submit a copy of the initial resident notification.
- E. Safety Data Sheets. The Contractor shall submit Safety Data Sheets (SDS) for each component of the MTH liner system.
- F. Test Results. Prior to the use of any materials, the Contractor shall furnish, at his expense, the results of testing of the proposed materials by an independent laboratory in conformance with these specifications and ASTM F1216.
 - a. Full suite of testing as per ASTM F1216 including long term 10,000 hr test results
 - b. Test results from field installed samples within the last twelve (12) months as per ASTM F1216.
 - c. All testing must be performed by an accredited independent laboratory to verify that the products to be used meet all minimum strength standards as set forth in ASTM F1216, Table 1. Testing shall also verify that any product to be used on the project meets the minimum chemical resistance requirements as established in ASTM F1743, Table 2, where the testing is in accordance with Section 7.2.1 of ASTM F1743
- G. Pipe Cleaning Procedure: The Contractor shall submit a narrative describing in sufficient detail the proposed methods of root cutting and cleaning the existing laterals. Prepare such narrative to include the degree of cleaning as recommended by the lining manufacturer. Such narrative shall indicate approval of proposed cleaning methods by the lining manufacturer's technical representative.
- H. Liner Thickness Calculations: The Contractor shall perform liner thickness calculations for all scenarios grouped by service lateral diameter and depth range. Design parameters shall be as specified herein.
- I. Curing Cycle and Cooling Rate: The Contractor shall submit the epoxy manufacturers recommended curing cycle as well as the recommended cooling rate. The Contractor shall submit a copy of the cure logs for each lateral installation.

- J. The Contractor shall submit two (2) copies of the final television inspection that show the rehabilitated lateral.

REFERENCE STANDARDS

American Society for Testing and Materials (ASTM)

ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

ASTM D2990 - Standard Test Methods for tensile, compressive, and flexural creep and creep-rupture of plastics

ASTM D5813 - Standard Specification for Cured-In-Place Thermosetting Epoxy Sewer Piping Systems.

ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of an Epoxy-Impregnated Tube

Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

SYSTEM DESCRIPTION

The MTH liner must be a seamless one piece product affixed to the walls of the lateral pipe and at the junction between the pipe and main sewer. The junction between the collar and the lateral sleeve must be watertight and will consist of a lateral portion and a mainline portion. The liner shall consist of a sectional liner in the mainline (full wrap around the circumference of the main line) and the continuous liner shall extend to within 10 feet of the building foundation. The liner shall form a continuous, one piece, tight fitting, corrosion resistant, and verifiable non-leaking cured in place pipe. The one piece section liner shall be manufactured in a factory setting prior to its arrival on site. No component of the liner (i.e. lateral tube to mainline piece) shall be glued or sewn fused in the field prior to installation. The material shall be capable of conforming to offset joints, bells and disfigured pipe sections. The carrier packer shall be specifically designed for various diameter services connections. It shall be manufactured to conform to either a wye, tee or break-in type connections. The mainline portion of the carrier packer will accommodate pipe diameters ranging from 6-in to 24-in. A corrosion resistant epoxy compatible with the installation process shall be used.

Both the liner and the resin components must be supplied by the manufacturer of the complete system. Material components – liner, resin and hardener cannot not be sourced from various suppliers. The material system should be fully compatible as per the system supplier material specification.

PUBLIC NOTIFICATION

Notify all property owners not identified for service bypass that their sewage service will be discontinued while the liner is being installed. Deliver written notices to each affected property owner one week prior to and again 48 hours in advance of commencement of the work being conducted in their section, giving the date, start time and time when service will be completely restored. Also provide a telephone number for Contractor which property owners can call for information during the work. Contact any home or business that cannot be reconnected within time stated in written notice.

Maximum amount of time any home or business shall be without sanitary sewer service is 8 hours. Any service out longer than 8 hours will be bypassed to a sanitary sewer at no cost to the owner.

GUARANTEE

All lining work shall be fully guaranteed by the Contractor and manufacturer for a period of one year from the date of acceptance. A written warranty shall be submitted. During this period, all serious defects discovered by the Owner shall be removed and replaced in a satisfactory manner at no additional cost to the Owner. The Owner may conduct an independent television inspection, at their own expense, of the lining work prior to the completion of the guarantee period. Wrinkles, blisters, dry spots or other defects in the finished MTH, which in the opinion of the Engineer, negatively affect the integrity or strength of the MTH or the flow capacity of the pipe, are unacceptable. Contractor will be responsible to remove and repair, at Contractor's expense, all such defects in a manner that is unsatisfactory to the Engineer. Defects also include but not limited to:

Leakage through the liner or between liner and pipe

Reduction of the liner thickness of more than 10 percent

Separation of the liner from the pipe

The liner shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The liner surface shall be free of leaks, cracks, and crazing with a smooth finish. Some minor waviness that, in the Owner's opinion, will not appreciably decrease the flow cross section or affect the flow characteristics shall be permissible.

MATERIALS

SERVICE LATERAL CONNECTION (MTH) LINER

The MTH lining material shall be a fiberglass/polyester needle fleece vacuum epoxy-impregnated or equivalent material tube, matching the diameter of the lateral pipe, which is inserted into the service lateral to be rehabilitated and cured-in-place by an acceptable curing

method. No Polyester resins will be accepted. The epoxy shall be suitable for the design conditions as well as the curing process. The MTH shall provide a service life of 50 years and shall have the minimum structural properties listed below.

Mechanical Property	Initial
Flexural Strength (ASTM 0790)	10,000 psi
Flexural Modulus of Elasticity (ASTM 0790)	400,000 psi

The MTH liner system shall consist of a sectional liner in the mainline (full wrap around the circumference of the main line extending 5” on either side of the service) and the continuous liner shall have the capacity to extend to within 10 feet of the building foundation. The liner shall form a continuous, one piece, tight fitting, corrosion resistant, and verifiable non-leaking cured in place pipe. The one piece section liner shall be manufactured in a factory setting prior to its arrival on site. No component of the liner (i.e. lateral tube to mainline piece) shall be glued or sewn fused in the field prior to installation. The material shall be capable of conforming to offset joints, bells and disfigured pipe sections.

The MTH shall be designed, fabricated, and installed for the actual conditions encountered for this application including the material of the host pipe, in accordance with the applicable provisions of ASTM F1216, and shall meet the following minimum design conditions:

AASHTO H-20 live load with one trucks passing.

Soil Weight 120 pounds per cubic foot. Coefficient of friction $Ku'=0.130$.

Groundwater: At the ground surface

Fully deteriorated pipe with 2 percent (min.) ovality. If ovality of existing pipe is found to be worse, use actual percent up to 5 percent (max.).

Soil Modulus 1,000 psi.

Factor of Safety = 2

Soil Depth: Depth of Cover will be determined by field measurements.

The MTH shall be designed to withstand all imposed loads, including live loads and, if applicable, hydrostatic pressure. The MTH liner shall have sufficient wall thickness to withstand all anticipated external pressures and loads that may be imposed after installation. The design shall be performed and certified by a professional engineer licensed by the State of New Hampshire.

The MTH liner and resin shall be manufactured by Trelleborg Pipe Seals, or approved equal.

The finished MTH product shall be which when cured is chemically resistant to domestic sewage over the expected life time of the rehabilitated pipe. The liner material and epoxy shall be completely compatible and provided as a system from 1 manufacturer

A sealing component used to form a sealing bond between the lateral liner and the host lateral and main pipe walls will not be allowed. The lateral liner system shall create epoxy resin migration into the defect/joints of the existing lateral. A combination of mechanical and chemical bonding shall be created between the lateral lining system and existing host pipe.

EPOXY FOR MTH LINER

The epoxy system shall meet the requirements of ASTM F1216, Section 5.2. The epoxy installed MTH liner system shall produce an MTH that will comply with the structural requirements specified herein and shall provide chemical resistance for the flow media in the gravity pipe. The epoxy shall be compatible with the rehabilitation process, shall be able to cure in the presence or absence of water, and shall have an initiation temperature for cure as recommended by the epoxy manufacturer. Polyester, Vinylester resins which contain styrene and volatile organic compounds and which are also susceptible to shrinkage and UV Cured Systems will not be accepted.

Submit documentation from the epoxy manufacturer specifically describing the chemical characteristics of the epoxy system, including allowable mixing, impregnation, and handling time, transportation and storage time, and recommended curing cycle including temperatures, pressures, and times. The epoxy manufacturer's documentation must also include maximum allowable time for handling the impregnated tube prior to insertion and the maximum allowable elapsed time from insertion to exotherm. If remedial measures are available to extend either of the maximum allowable times indicated above, without affecting the physical properties of the epoxy, the epoxy manufacturer should describe these measures and the time limits beyond which even these measures will not prevent alteration of the physical properties of the epoxy.

EXECUTION

PRE-INSPECTION

A recorded video survey must be done on the main run and service laterals with a pan and tilt camera. The inspection shall confirm the location and clock reference of the lateral junctions to be lined, any offsets within the mainline or service lateral, any intrusion from the lateral into the main; the angle at which the connection comes in; any changes in angle of approach of the lateral for the length of the repair; the potential flows coming through the lateral pipe; the potential flows going through the main pipe; the diametric size of the connection for the length of the liner; the size of the main pipe at the point of the MTH and the presence of active infiltration within the vicinity of the work area

Two copies of the pre-lining inspection shall be submitted to the Engineer. The Contractor shall be responsible for having a copy of the pre-lining inspections in the field as well. Immediately prior to liner insertion, the camera shall traverse the lateral to inspect for debris which may have entered the line after the existing condition video recording.

LINE PREPARATION

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots, or broken pipe that will prevent the insertion of the liner. A high speed rotating hydraulic cutter shall be used to cut roots, grease or other obstructions in the pipe. The cut shall be made flush with the wall of the pipe to be restored, and the debris shall be pushed down the lateral pipe to the main pipe and to the downstream manhole and is to be removed by the contractor. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, the Contractor shall notify the Engineer and the cleaning effort shall be abandoned. The Contractor shall confirm that the sewer is clean enough to ensure an effective lining. The line segment shall not be lined until approved by the Engineer.

Built-up deposits on the main and lateral pipe walls shall be removed. The removal shall reach at least one foot beyond the MTH product to allow the bladder to inflate tightly against the pipe walls ensuring a smooth transition from MTH product to the existing pipe wall.

Where the main pipe has been lined previously with a CIPP liner, a check should be made to ensure the prior lateral reopening work created a lateral opening that is flush with the lateral pipe. If this is not the case, the mainline CIPP must be trimmed back using a lateral cutter at no additional cost to the Owner.

Where active infiltration is present and when it is recommended by the MTH manufacturer the infiltration must be stopped in advance by grouting.

The Contractor shall be responsible, if needed, for bypassing of sewage during the installation of the MTH product. In cases where the temporary backup of sewage is accepted as a replacement for bypassing, the Contractor is responsible for all damage caused.

MTH LINER INSTALLATION

Notify all property owners not identified for service bypass that their sewage service will be discontinued while the liner is being installed. Notify each affected property owner at least 48 hours in advance of commencement of the work, giving the date, start time and time when service will be completely restored. Also provide a telephone number which property owners can call for information during the work.

If required for bypass for selected services, Contractor shall excavate at the property line down to the service lateral for the installation of a cleanout. The preferred method of excavation shall be vacuum excavation. Although other installation techniques will be accepted. The service lateral shall be thoroughly cleaned prior to attaching the PVC wye connection. The riser pipe shall be sealed with a screw type plug, the excavation backfilled with sand or pea gravel, and the surface restored to preconstruction conditions.

Service lateral liner material shall be vacuum impregnated on site with the epoxy resin immediately prior to installation. Impregnation should be carried out under vacuum using electric impregnation table with pinch rollers set at the correct gap as per the manufacturer's instructions. Impregnation should take place in a clean, temperature controlled cab in which the materials are protected from direct sunlight, objects which may damage the coating.

Impregnation should not take place using a manual roller in which the material is subject to excessive pressure and that the materials are squeezed resulting in a resin slug. All the calculated resin shall be confined to the liner to ensure the correct mechanical properties can be achieved.

Impregnation should not take place outside in an uncontrolled environment in which the materials are exposed to the elements. The liner should not be placed on the ground where it is susceptible to damage from objects such as stones, grit, glass etc.

During and upon completion of the impregnation process the liner should be stored in a container to avoid damage prior to loading the material into the installation device. The MTH product shall be loaded inside a pressure apparatus above ground. The pressure apparatus, with an end attached to a robotic manipulator device, shall be positioned in the mainline pipe at the service connection that is to be rehabilitated. The robotic device together with a television camera will be used to align the repair product with the service connection opening. The robotic device shall hold the collar in place while air pressure, supplied to the pressure apparatus through a hose, shall be used to invert the liner into the lateral pipe. The insertion pressure will be adjusted to fully deploy the MTH product into the lateral connection and hold the MTH product tight to the main and lateral pipe walls.

After insertion is completed, recommended pressure must be maintained on the impregnated MTH product for the duration of the curing process. The Contractor shall apply a heat source and circulation system to affect a cure of the epoxy system. The equipment shall be capable of uniformly raising the temperature of the pressurized fluid above the temperature required to effect a complete curing of the epoxy system. Initial cure shall be deemed to be completed when the temperature gauge on the heat source indicates that the temperature inside the tube is of a magnitude to realize an exotherm. The minimum cure period shall be as recommended by the system manufacturer.

The finished MTH product shall be free of dry spots, lifts, delamination and excess epoxy. The installed MTH product should not inhibit the post installation video inspection, using a closed circuit television camera, of the mainline and service lateral pipes or future pipe cleaning operations. During the warranty period any defects with the MTH product that affect the performance or cleaning of the lateral connection shall be repaired at the contractor's expense in a manner acceptable to the customer.

The Contractor shall inform the Engineer of service laterals in which a MTH product cannot be installed due to preexisting conditions. These services will be identified, documented, video recorded, and the Engineer will be informed of the conditions encountered. The Contractor will not attempt to install a MTH product in these services unless directed by the Engineer.

Contractor may be permitted, at the direction of the Owner, to install service liners from inside the existing building to the main line sewer if conditions allow. Final liner product must include a lateral connection repair brim type liner to seal the connection at the host pipe and overlap the service liner installed from the building.

FIELD TESTING AND ACCEPTANCE

Following installation of the service lateral liners, conduct a final, video recorded, color television inspection of the completed work including the service lateral connections at the sewer main and the full length of all service laterals lined during the progress of the work. Copies of these recordings and those made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the Owner.

Field acceptance of the liner shall be based on the Engineer's evaluation of the installation including TV inspection video recordings and a review of certified test data for the installed pipe samples.

Groundwater infiltration of the liner shall be zero

There shall be no evidence of splits, cracks, breaks, lifts, kinks, delamination or crazing in the liner.

If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner

The Contractor shall clean up each project area after the work is completed and all testing is accepted. Remove and dispose of all excess materials and debris at each location as directed by the Engineer.

PROPOSAL FORM

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES LISTED ABOVE

1. Construction Services:

Construction services for the project listed above.

\$ _____

Length of the warranty for labor shall be one year from the date of Project acceptance.

Length of the warranty for materials shall be one year from the date of Project acceptance.

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal.
2. The receipt of the following addenda:
_____.
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract.
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Clerk's Office
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: June 15, 2023, Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9 (rev 01/2011)	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Name (as shown on your income tax return)	
Business name/disregard entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited Liability Company – Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _ _ _ _ _	<input type="checkbox"/> Exempt payee
<input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**“ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION”
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company _____

Taxpayer identification number _____

Authorized signature _____

Date _____

Address _____

Telephone _____

Toll-free number _____

Fax number _____

E-mail address _____

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION
Town of Hudson
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked ***Minimum Limits Required***

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	NA

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

NOTICE OF AWARD

Dated _____, 2023

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: **ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION**

OWNER'S CONTRACT NO: _____

CONTRACT FOR: **ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION**

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Hudson – RFP 23

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).

4 (four) copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

You must comply with the following conditions precedent within **five** days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Provisions.
3. (List other conditions precedent).

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF AS NEEDED BASIS**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 - ENGINEER

The Project is being managed by the Town Engineer with assistance from _____, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the Lump Sum Cost as shown on the Proposal Form (attached).

3.1 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the General Conditions, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the OWNER shall deduct from payments due the CONTRACTOR **Two Hundred and Fifty (\$250.00)** for each calendar day that expires past the date for each calendar day that expires after the Substantial Completion date specified, until said portions of the work have been completed. If payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, and then the CONTRACTOR or his Surety shall pay the balance to the OWNER.

- 3.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the OWNER, the CONTRACTOR shall indemnify the OWNER for costs to the OWNER of additional engineering work required during any such extension period.

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions and Supplemental Conditions. Applications for Payment will be processed by ENGINEER as follows:

- Payment will be made within thirty (30) days of submittal

The Town waives any retainage requirement for this project. All payments to the Contractor will be based on the payment schedule noted above.

ARTICLE 5 - INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFB 23.
- 7.2 Town of Hudson required contract forms:
- a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 7.3 Bid Bond.
- 7.4 Notice of Award.
- 7.5 This Agreement.
- 7.6 Performance Bond.
- 7.7 CONTRACTOR's Proposal.
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to ____, inclusive).
- 7.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR _____

By: _____

By: _____

Print Name _____

Print Name _____

Title: _____

Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

_____ (Name of Owner)

12 School Street, Hudson, NH 03051

_____ (Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION

Hudson, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

By _____
Witness as to Surety

(Address)

BY

Attorney - in - Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

QUESTIONS AND ANSWERS RELATED TO THIS PROJECT

ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION TOWN OF HUDSON, NEW HAMPSHIRE

Question 1: Are the sectional repairs a dig item or CIPP item?

Answer 1: Contractor shall only be responsible for CIPP item. DPW will make the determination of what's required and if dig repair is required it will coordinate the excavation with the Contractor. The Contractor shall be responsible for providing a bid for all the items, on the bid schedule, including point sectional repairs.

Question 2: Will Zia/VeriCure be required on all pipe sizes or just those over 18"?.?

Answer 2: This will be determined by Town staff based on the scenarios and options available. Contractor shall able to provide all options.

Question 3:What are the Work Hours?

Answer 3: 7 AM- 7 PM , Monday – Saturday

Question 4: Who pays for Traffic Control?

Answer 4: All contractors will provide a separate cost item for flaggers (\$/ hour /flagger) . The Town reserves the right to provide its own traffic control

Question 5:Is there a Cost of water usage?

Answer 5: The Town will provide the water access, at no cost, weather pending. The contractor is responsible to provide a suitable backflow device or air gap.

Question 6: Are most of the pipes ACP? VCP? RCP?

Answer 6: Town of Hudson has a mix of pipe inventory including ACP, VCP, RCP, CP, and PVC.

Question 7: Will there be a separate bid item for cutting SC's?

Answer 7: This could be an add on item added to the bid schedule.

Question 8: 8. Will the scope be mostly street work or easement work?

Answer 8: Most of the proposed work is street work but easement work could also be involved

PROPOSAL FORM
“ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION”
HUDSON, NEW HAMPSHIRE

UV CURED PIPE								
Length Range	Diameter	Unit	Price/unit		Length Range	Diameter	Unit	Price/unit
Less than 100'	8”	LF			200'-300'	8”	LF	
	10”	LF				10”	LF	
	12”	LF				12”	LF	
	15”	LF				15”	LF	
	18”	LF				18”	LF	
	20”	LF				20”	LF	
	24”	LF				24”	LF	
	30”	LF				30”	LF	
36”	LF			36”	LF			

Length Range	Diameter	Unit	Price/unit		Length Range	Diameter	Unit	Price/unit
100' - 200'	8”	LF			300'-400'	8”	LF	
	10”	LF				10”	LF	
	12”	LF				12”	LF	
	15”	LF				15”	LF	
	18”	LF				18”	LF	
	20”	LF				20”	LF	
	24”	LF				24”	LF	
	30”	LF				30”	LF	
36”	LF			36”	LF			

SEWER LATERAL LINING								
Length Range	Diameter	Unit	Price/unit		Length Range	Diameter	Unit	Price/unit
1-10'	6”	LF			10-25'	6”	LF	
	18”	LF				18”	LF	

PROPOSAL FORM
“ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION”
HUDSON, NEW HAMPSHIRE

THERMAL CURED PIPE LINER								
Length Range	Diameter	Unit	Price/unit		Length Range	Diameter	Unit	Price/unit
Less than 100'	8"	LF			200'-300'	8"	LF	
	10"	LF				10"	LF	
	12"	LF				12"	LF	
	15"	LF				15"	LF	
	18"	LF				18"	LF	
	20"	LF				20"	LF	
	24"	LF				24"	LF	
	30"	LF				30"	LF	
36"	LF			36"	LF			

Length Range	Diameter	Unit	Price/unit		Length Range	Diameter	Unit	Price/unit
100' - 200'	8"	LF			300'-400'	8"	LF	
	10"	LF				10"	LF	
	12"	LF				12"	LF	
	15"	LF				15"	LF	
	18"	LF				18"	LF	
	20"	LF				20"	LF	
	24"	LF				24"	LF	
	30"	LF				30"	LF	
36"	LF			36"	LF			

Point Sectional Repairs			
Length Range	Diameter	Unit	Price/unit
4 Feet	6" – 12"	Each	
	15" – 18"	Each	
	20" – 24"	Each	
Protruding Service Connection Removal	4"-12"	Each	

Manhole Lining			
Length Range	Diameter	Unit	Price/unit
0-35	4' Diameter Manhole	VF	

