

Town of Wilton, NH
INVITATION FOR BIDS #05-24
Wilton Public Library Water Main Extension



Date Posted: April 12th 2024

Proposal Deadline: May 13th 2024 @ 10:00 AM

Primary Staff Contact:

Nick Germain, Town Administrator, Wilton TA

wiltonta@wiltonnh.gov

Inquiry / Proposal Package Submissions Address:

Street Address

Administration Office
Wilton Town Hall
42 Main Street
Wilton, NH 03086

Mailing Address

Wilton Town Hall
Town Administrator's Office
P.O. Box 83
Wilton NH, 03086

It is the town's intent that this IFB shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, Nick Germain, in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source.

The Select Board of the Town of Wilton reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Wilton.

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1. General Information and Submission Process

1.1 Key Dates

Proposal Submission Deadline: May 13th 2024 @ 10:00 AM

Anticipated Award: Timeframe: Within 30 days of Proposal Deadline

Start Work Date: TBD

Obtaining IFB Documents

The Town of Wilton's primary outlet for distributing documentation for this IFB is the [purchasing page](#) on its website: www.wiltonnh.gov. Essential documents can also be received in hardcopy from the Administration Department at 42 Main Street in Wilton, NH.

1.2 Inquiries

Technical or administrative questions should be directed to this Invitation to Bid's main contact (wiltonta@wiltonnh.gov) listed on the cover. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this IFB will be released as addenda up to two weeks prior to the original proposal deadline. Please check the Town website to read any additional documentation prior to final submission.

1.3 Non-mandatory Pre-Bid Meetings

Bidders may request town staff to schedule a worksite walk up to four weekdays (Monday – Friday) prior to bid deadline.

1.4 Submission Instructions

Sealed, hardcopy bid packages, plainly marked "Library Water Main Extension Project" must be received by town personnel (**42 Main Street, Wilton, NH in person; or by mail to P.O. Box 83, Wilton NH, 03086**) before the proposal deadline on May 12th 2024 at 10:00 AM. Each package must include five (5) copies of the following two (2) items.

- 1.4.a Non-pricing information about the project requested in line with subsequent sections of this IFB, including the mandatory proposal components found under **Section 5**.
- 1.4.b Completed bid sheet(s) (see **Attachment Item #1**). All entries and signatures on each pricing sheet must be typed or written in ink; figures or signatures in pencil will be considered disqualifying.

2. Background Details

The Town of Wilton, New Hampshire is a small local government entity consisting of less than 100 employees (of all categories) serving a community of approximately 3800 people. While mostly rural, it boasts a small, more industrialized and densely populated downtown that is served by public water and sewer systems administered by their respective commissions. The Wilton and Gregg Free Library is the local public library that services this community and is managed in accordance with state law by a Board of Library Trustees.

The aforementioned library is a jewel of historic architecture and craftsmanship that is a central point of Wilton's local community life. It's youth and elderly services, facilitated by volunteers and employees, are especially popular, but have suffered due to the restrictions of the COVID-19 pandemic. This problem is compounded by the fact that, as times have changed, so have fire code standards: It has been recently assessed that for its basement to remain usable as a place of assembly, a sprinkler system must be installed. The Wilton Select Board, in partnership with the Library Trustees, and Water Commission, has decided to support this first phase of a sprinkler system project by contributing ARPA funds to extend the Main Street water main along a portion of Gregg Street, and across the library's lot into the building.

In pursuit of this effort, the Library Trustees commissioned Meridian Engineering to draw up detailed plans and specifications for the project, and the Town of Wilton feels prepared to bid the project out to its satisfaction for construction as soon as feasible. **The Town has applied for necessary excavation and shoreland permits.**

2.1 Process Description

The Town of Wilton is seeking sealed, competitive bids in compliance with its adopted purchasing policy. A "Invitation to bid" (IFB) process was selected due to the fact that the needs to complete the desired project are largely known. Therefore, the town seeks complete bids to furnish the goods and services it identifies in this IFB to achieve the below desired outcomes.

2.2 Desired Outcomes

- 2.2.a The envisioned waterline project is professionally executed to desired specifications before November 31st 2024 or an approved extended alternative date
- 2.2.b Work is closely coordinated with the Wilton Water Commission and Wilton Highway Department.
- 2.2.c Impacts on abutters, town services, and traffic, are kept to the minimum necessary to complete the project

3. Scope of Services

The contractor will provide all labor and material to construct and install the waterline extension components according to plans furnished to the town by Meridian Engineering (**Attachment Item #3; found on www.wiltonnh.gov**). Work will be overseen and coordinated by the Wilton Water Superintendent and Public Works Director.

3.1 System Specifications

All material and design standards will follow those of the Wilton Water Commission contained in **Attachment Item #3**. Alternative waterline system components will only be accepted upon written approval of the Wilton Water Superintendent.

4. Contract Requirements

4.1 Pricing

Pricing must be inclusive, clear, and concise, including such other information as requested or required. Submitted material and labor costs must be firm for Town acceptance until at least October 30th, 2023. After contract acceptance, alternative or additional services or material types may be covered if executed through a signed change order approved by the Town Administrator.

4.2 Materials and Equipment

Contractor agrees to furnish all materials, supplies, and services to complete the project. Those materials listed in the bid sheet are estimated quantities and types, and don't necessarily reflect all material and services to complete the project.

4.2 Contingency

The Town of Wilton requires a contingency sum for this project. This sum is deemed owned entirely by the Town of Wilton, and is only to be expended under unanticipated or emergency conditions deemed appropriate by the town through written approval by the Town of Administrator.

4.3 Staffing and Work Conduct

The default work schedule will be conducted between 6:30AM and 4:30 PM Monday through Friday, excluding holidays. Alternative work schedules can be adopted through prior agreement with the Town.

4.4 Billing.

The vendor will propose and negotiate a gradual payment schedule.

4.5 Insurance requirements

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Wilton as additional insured. The following standard insurance shall be required:

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
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Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability	
Combined Single Limit (Per Occurrence)	\$1,000,000

Professional Liability:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Workers Compensation/Employers Liability Insurance	
Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory)	\$500,000

4.6 Bond Required

The main respondent must furnish a payment bond and performance bond, each amounting to 100% of the project cost at the time of contract signing.

4.7 Contract Signing

Bid winner will be required to sign and comply with a standard contract similar to the one found in **Attachment Item #3** to execute the project.

5. Mandatory Proposal Components

Proposal packages should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this request for proposals. Outside of pricing, the town doesn’t mandate precise form for most requested information, but at a minimum, the following items must be addressed in a proposal package:

- 5.1** Name, business address, e-mail, and phone number of the main respondent and any subcontractors needed for the project
- 5.2** A brief introductory statement signed by the chief contractor or an authoritative officer of a responding firm(s), that includes the following components:
 - 5.2.a** A statement saying the firm is willing and capable of furnishing all labor and material to execute the described project according to the town’s disclosed plans and requirements.
 - 5.2.b** Acknowledgement of any addendums issued by the town prior to submission deadline
- 5.3** A statement of financial performance, including answering the following question: Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.
- 5.4** Proof of insurance to the degree required by the town
- 5.5** Proof of appropriate licensure in the state of New Hampshire
- 5.6** A listing of a minimum of four similar projects, including references. Municipal experience examples strongly preferred.
- 5.7** A proposed project schedule or timeline (e.g. break ground October 2024; completion by November 2024)
- 5.8** A Completed bid sheet (**Attachment Item #1**)

6. Evaluation Process

A team of reviewing officials will first read over all non-price proposal components received, and verify if each bid package appears to meet minimum acceptable bid submission standards. After conducting a thorough review of the bid packages, including checking references, comparing prices, and proposed schedules, the review team will submit a recommendation to the Wilton Select Board to consider at their next regular meeting. Overall, the town will select the proposal deemed by the Select Board to be the lowest cost proposal that is expected to responsibly meet the town's needs.

Attachment #1

Bid Summary

**IFB 05-24 Library Watermain Extension
Bid Sheet**

Item Number (if applicable)	<u>Item Description</u>	<u>Anticipated</u> <u>Quantities</u>	<u>Per Unit</u> <u>Price</u> <u>Description</u>	<u>Per Unit</u> <u>Price</u> <u>(numeric)</u>	<u>Bid Item</u>	<u>Total</u> <u>Item Bid</u> <u>Price</u>
611.05212	12" Cement Lined Ductile Iron Pipe TJ 18' Lengths	36	Each			
611.05208	8" Cement lined Ductile Iron Pipe TJ 18" Lengths	414	Each			
611.05212	6" Cement Lined Ductile Iron Pipe TJ 18' Lengths	162	Each			
611.71008	8 Mechanical Joint RW Valve OL	2	Each			
611.71006	6 Mechanical RW Valve OL	2	Each			
	26x36 1/8 Valve Box	4	Each			
	8 Mechanical Joint Ductile Iron 1/8 USA Bend	7	Each			
	8x6 Mechanical Joint Ductile Iron Anchor Tee	2	Each			
	8 Mechanical Joint Ductile Iron CAP	1	Each			
	8 Megalug Retainer Gland for Ductile Iron	36	Each			
	8 Mechanical Joint Bolt Pack	37	Each			
	12CX8 8 Mechanical Joint Stainless Steel Tap Sleeve	1	Each			
	8 Mechanical Joint Ductile Iron 1/16 USA bend	6	Each			
611.849	6' Mueller Hydrant OL	1	Each			
	6 Mechanical Joint DI 1/8 USA Bend	2	Each			
	6 Menchanical Joint Ductile Iron 1/16 USA Bend	2	Each			
	6 Megalug Retainer Gland for Ductile Iron	4	Each			
	6 Mechanical Joint Bolt Pack	6	Each			
	Roadway Restoration		Total			
	Labor		Total			
	Contingency	1	Total			\$12,500
Total Bid Price						

Attachment Item #2

Town of Wilton Standard Contract

Town of Wilton and CONTRACTOR Standard AGREEMENT

Contract # 05-24

Project: Library Watermain Project

THIS CONTRACT AGREEMENT is made and entered into at **the Town of Wilton** on this ____ day of _____ by and between the Town of Wilton, NH hereinafter designated TOWN, and _____ herein after designated CONTRACTOR, as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for the completion of the Wilton and Gregg Free Library water main extension project, as detailed in the Plan Set titled “Wilton Public Library Water Main Extension” dated December 16, 2024 by Meridian Engineering and in the Town of Wilton’s Invitation for Bids, titled “IFB #05-24 Library Water Main Extension”, subject to all the conditions set out in the latter IFB document and subsequently in this contract.

2. **SPECIAL CONDITIONS:**

3. **DEBRIS AND CLEAN UP.** CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times, or to accept charges for clean-up by the TOWN and to place all garbage and debris in contractor provided refuse bin or designated area.

4. **SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN’s Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. **TAXES, INSURANCE, PERMITS AND LICENSES.** CONTRACTOR shall take out and pay for Workers’ Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. **PRICE AND PAYMENT.** TOWN shall pay the CONTRACTOR for its performance of this Contract the sum of _____. Said sum, minus 10% sum of the total value which will be held until the project is certified complete by the Wilton Water Superintendent and Public Works Director, will be paid by the TOWN to the CONTRACTOR VIA Progress payments on for this CONTRACT according to the following conditions and schedules:

“**COMPLETION**” shall be defined as fully installing the water main extension according to plans and instructions furnished by the Town of Wilton to the certification of the Wilton Water Superintendent and Public Works Director before November 31, 2024.

7. **EXTRA WORK.** No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN.

9. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. **INDEMNITY. To the fullest extent of the law,** CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. **ASSIGNMENT.** CONTRACTOR may not assign this Contract.

12. **SAFETY:** CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORS to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. INSURANCE AND LICENSE INFO: Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see contract attachment #1). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects construction agreements.

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor's License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. WORK TIME FRAMES: Work to be started as soon as possible and completed within a schedule agreed upon between the CONTRACTOR and the Town.

15. BOND REQUIRED:

At the time of contract signing, CONTRACTOR is required to furnish Payment and Performance Bonds representing 100% of the project costs to the Town of Wilton.

16. ATTORNEY FEES: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney's fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: _____

By: _____

Title: _____ **Date** _____

Address: _____

Telephone: _____ **Mobil#:** _____

Town of Wilton, NH, 42 Main Street P.O Box 83, Wilton, NH 03086

By: _____ **as approved on** _____ **by the Wilton Select board.**

Nick Germain, Town Administrator

**42 Main Street
PO BOX 83, 03086
Wilton, NH 03086**

CONTRACT INSURANCE REQUIREMENTS FOR THE TOWN OF Wilton, NH

1. The Contractor shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
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Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence)	\$ 1,000,000
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Professional Liability:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory)	\$500,000

2. Additionally, the Contractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.

3. Certificates of insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The contractor’s insurance policies under this provision must name the Town of Wilton (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days’ notice of such action by mail to the TOWN.

4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

5. Contractor’s general liability insurance policy shall provide that it affords primary insurance and that the insurance company’s liability shall not be reduced by the existence of other insurance carried by the Contractor applicable to the loss. Certificates for the contractor’s general liability coverage shall be written on an “occurrence” basis.

6. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses,

including attorney's fees arising out of or resulting from, in whole or in part, any act or omission of the Contractor, its employees, agents, and subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.

7. INCLUDE ON CERTIFICATE OF INSURANCE UNDER "DESCRIPTION OF OPERATIONS":

Town of Wilton, New Hampshire (42 Main Street P.O Box 83, Wilton, NH 03086) is included as an additional insured on the General Liability Policy for various work throughout the policy term.

Attachment Item #3

Wilton Water Works Design Standards

WILTON WATER WORKS

P.O. Box 83, 42 Main St. Wilton, N.H.

Build Specifications

The Wilton Water Works will conduct inspections to ensure proper installation and materials are being used. The new water main after proper installation will be pressure tested to ensure tightness and chlorinated. After the new main is flushed and tested for bacteria with a negative result. The service taps can be done. Op on completion and final inspection the Wilton Water Works will take ownership of water main, Hydrants and services up to and including curb stops.

Water Main

The water main will be 8" inch ductile iron CL 52

Water main will have 5 Ft cover and be laid on 6" inch screened sand and 2'Ft screened sand on top of pipe. No rock bigger than 6" inch will be allowed as back fill, if burial depth can't be met 2" inch rigid Styrofoam board may be used to insulate.

Hydrants

Mueller A423 Super Centurion 250 left open and self-draining

Hydrant will be installed on at least a 16" inch bed of crush stone for a sump and hydrant shoe will rest on 30" inch concrete septic tank cover. A 2'Ft by 2'Ft by 2'ft concrete thrust block will be required. Hydrant back fill will be crush stone even to and around thrust block then filter fabric laid on stone and then 2' Ft of screened sand.

Gate Valves

Mueller A2362 or Clow resilient wedge gate valve left open.

Gate valves when fed from a tee will be attached utilizing foster adapter or anchor tee if on end of or middle of pipe mega lugs are required.

MJ fittings

Fittings American or Canadian are accepted

Mega lugs will be used to attach MJ fittings to pipe.

Thrust bocks are required at bends and at tees.

Gate Boxes

Bibby Ste-Croix or Tyler

Gate boxes are to be back filled with screened sand and compacted in lifts so box stays centered over gate valve.

Pipe couplings

Romac, Hymax, Smith Blair or MJ coupling were applicable.

Water main tapping saddle on C.I pipe will be a Mueller Mechanical joint tapping sleeve Catalog number: H-616.

Services

Water services are 1" inch C.T.S ploy with 10-gauge solid copper trace wire run to curb stop. Water tap will be done using a saddle 1" inch cc and 1" inch corporation, trace wire will be attached to saddle. Backfill will consist of screened sand 6" below service and 2' Ft above service. No rock bigger than 6" inch will be allowed as back fill and a depth of at least 4'FT 6" inch of cover must be maintained. If depth can't be met service can be insulated using 2" inch rigid insulation. Curb stop will be 1" inch quick joint by quick joint compression with stainless rod. To protect the Erie box a standard 2'Ft gate box top and cover is installed over curb box. Curb box with gate box top will be back filled with screened sand to top.

Saddles

Smith Blair 317 double strap 304 stainless straps

Corps 1" inch cc by quick joint

Mueller, Ford, AY McDonald or Cambridge

Curb Stop 1" inch quick by quick joint

Mueller, Ford AY McDonald or Cambridge

Curb Box Erie style with brass plug rope thread

Bibby Ste-Croix or Clow

Curb Box rod will be stainless steel

Gate Box top and cover

Bibby Ste-Croix

Contractor Responsibilities

1. Contractor will pull any and all excavation permits
2. Contractor is responsible for traffic control and signage.
3. Contractor is responsible for any and all damage to pavement.
4. Contractor will take measures to stop any erosion during construction.
5. The water main must have 6" sand for bedding and 2 feet sand above.
6. At least 4.6 feet of cover shall be maintained if less, pipe will be insulated.
7. Back fill no rock bigger than 6"and will be compacted in lifts.
8. When installation of new main is complete contractor will have line, pressure tested and chlorinated. WWW will take a water sample and have tested after a negative result service can be installed.
9. Contractor is responsible for reclamation of growth and other measures to stop any erosion.
10. Any work performed on water system will be overseen by the Wilton Water Works superintendent and will have final say on any changes.
11. Contractor to supply all sand gravel and stone.
12. Tracer wire will be laid within the two feet of sand that covers water line.

Wilton Water Works

Responsibilities

1. Inspect project to ensure proper materials and installation.
2. Flush new water main and take sample
3. Notify residents of water shut offs.

ACCEPTANCE of the Wilton Water Works construction specifications, and conditions are satisfactory and are hereby accepted. WWW is authorized to oversee and inspect work as specified. The Wilton Water Works reserves the right to refuse owner ship and will not turn on supply if construction standards and materials are not met.

Signature:

Developer _____ Date of Acceptance: _____

Contractor _____ Date: _____

Wilton Water Works Commissioners

1. _____ Date _____

2. _____ Date _____

3. _____ Date _____

Attachment Item #4

Library Waterline Project Plans

(Posted online through the Purchasing Page on www.wiltonh.gov)

https://www.wiltonnh.gov/government/open_r_f_ps

Attachment Item #5

Payment Bond

Payment 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 Wilton
42 Main Street, P.O. Box 83
Wilton, NH 03086**

Hereinafter called the Owner and unto all persons, firms, and corporations, who or which may furnish labor or materials to perform Work as described under the contract and to their successors, heirs and assigns, in the total aggregate penal sum of _____ dollars (\$ _____), in lawful money of the United States, for the payment of which sum 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 Agreement with the **OWNER**, dated the _____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for:

Execution of the Project identified and assigned in “Wilton IFB #05-24 Library Water Main Extension Project” and plans titled “Wilton Public Library Water Main Extension” dated December 16, 2023 by Meridian Engineering.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and

for all labor cost incurred in such Work including subcontractors, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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, or the Contract Documents shall include any alteration, addition, extension or modifications 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 three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2024.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____

Attorney-in-Fact

By _____
Witness to Surety

(Address)

(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.

Attachment Item #5

Performance Bond

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 Wilton
40 Main Street, P.O. Box 83
Wilton, NH 03086**

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

In lawful money of the United States, for 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 Agreement with the **OWNER**, dated the _____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for:

Execution of the Project identified and assigned in "Wilton IFB #05-24 Library Water Main Extension Project" and plans titled "Wilton Public Library Water Main Extension" dated December 16, 2024 by Meridian Engineering.

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, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to **WORK** to be performed thereunder of 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 DOCUMENT**, or the **CONTRACT** shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, this instrument is executed in three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2024.

ATTEST:

(Principal)

By: _____

(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____

Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____

Attorney-in-Fact

By _____

Witness to Surety

(Address)

(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.

Attachment Item #6

Notice to Proceed

NOTICE TO PROCEED

Dated _____, 2024

TO: _____
(Insert Name of Contractor as it appears in the Bid Document)

ADDRESS: _____

PROJECT Library Watermain Extension

CONTRACT: _____ #05-24

You are notified that the Contract Time under the above contract will commence to run on _____, 2024. By that date, you are to start performing your obligations under the Contract #05-24 and conclude such obligations on or before each date specified under Paragraph 3 of the Agreement.

Before you may start any Work at the site, under Paragraph 6 **“INSTRUCTIONS TO BIDDERS”** Certificates of insurance shall have been delivered to the Town, and maintained through the duration of the Work in accordance with the Contract Documents.

(owner)

By _____
(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

This _____, 2024

Employee Identification
Number: _____

By _____

(Title)

Attachment Item #7
Change Order Form

Town of Wilton, NH

CHANGE ORDER No. _____

Project: **2024 Library Watermain Extension**

Date of Issuance: _____

Owner's Project Number 05-24

Contractor: _____

You are directed to make the following changes in the Contract Document:

Description: _____

Specification and/or drawing affected: _____

Justification: _____

Attachments (documents supporting change): _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____ 	Original Contract Time _____ (days or date)
Previous Change Orders \$ _____ 	Net Change from previous Change Orders _____ (days)
Contract Price prior to this Change Order \$ _____ 	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order \$ _____ 	Net Increase (Decrease) of this Change Order _____ (days)
Contract Price with all approved Change Orders \$ _____ 	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the Agreement and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above-described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustments(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:	APPROVED:	APPROVED:	APPROVED:
By: _____	By: _____	By: _____	By: _____
_____	_____	_____	_____
Date	Date	Date	

