

Town of Wilton, NH
Request for Proposals #02-22
WFD Dry Hydrant Repair Project



Date Posted: 5/13/2022

Proposal Deadline: June 10, 2022 @ 2:00PM

Administrative Questions

Nick Germain, Town Administrator

Inquiry / Submissions Addresses:

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 RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, Nick Germain (wiltonta@wiltonh.gov) 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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Attachment 3 –Town of Wilton Standard Contract (13-22)

1. General Information and Submission Process

1.1 Key Dates

Proposal Deadline: June 10, 2022 @ 2:00PM
Anticipated Public: Proposal Opening: June 10, 2022 @ 2:15PM
Anticipated Award Timeframe: Within 20 days of proposal deadline
Anticipated Start Work Date: Summer 2022
Project Completion: By Early Fall 2022

1.2 Obtaining Bid Documents

The Town of Wilton's primary outlet for distributing documentation for this project is the Purchasing page on the town's main website: www.wiltonnh.gov. Essential documents can also be received in hardcopy from the Wilton Fire Department or Administration Department.

1.3 Inquiries

Technical or administrative questions should be directed to this RFP's main contact listed on the cover page; technical questions will be referred to the Wilton Fire Department. 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 RFP will be released as addenda. The Wilton Fire Department may schedule site inspections requested by potential respondents based upon personnel availability.

1.4 Submission Instructions

Sealed hardcopy proposal packages, clearly marked "**RFP #02-22 WFD Dry Hydrant Repair Project**" must be received by Administration Department staff at the same address before the proposal deadline at June 10th, 2022 at 2:00PM. Each package **must include** four (4) copies of the following two (2) items:

- a. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components listed under #5.
- b. Completed proposal pricing sheets (**Attachment #2**). All entries and signatures on each pricing sheet must be typed or written in ink; pencil will disqualify a submission.

1.5 Review and Award Process

Bid packages received by the Town of Wilton after 2:00PM on June 10th, 2022 will be immediately disqualified. Barring emergency, a public opening will be held on June 10th 2022 at 2:15PM in the Wilton Town Hall Court Room (42 Main Street), where appropriately received packages will be opened and have their bid values read aloud and recorded.

Thereafter, town personnel relevant to the project will review all proposal components received, verify whether or not they meet the town's requested requirements and specifications, and prepare a recommendation for the Wilton Select Board. The Wilton Select Board, at their next feasible scheduled meeting, will consider the proposals received: The Town of Wilton will award a contract to the lowest priced proposal that meets necessary submission requirements and is able to demonstrate satisfactory performance.

2. Background

The Wilton Fire Department maintains a list of fire ponds with non-functioning dry hydrants known to be needing repair or installation. Although great progress with this list has been made, a pair of sites are still known to need repair - both sites are known to utilize steel piping. The anticipated project is to include inspecting and repairing the existing dry hydrant / piping systems on both sites to Wilton Fire Department specifications, which are based upon typical fire code standards. The town doesn't know precisely what is causing failure at both sites, and therefore, precise labor and material requirements will be unknown until de watering inspections and testing occurs. Additionally, each site is on private property, so professionalism, discretion, and respect for the land owners is needed during the conduct of the work.

2.1 Process Description

The Town of Wilton is seeking sealed proposals in compliance with the Town of Wilton's purchasing policy. A "Request for Proposal" process was chosen specifically because precise labor and material needs to fully complete the project are unknown. Therefore, the town seeks an estimated price for completing the described scope of work and a rate sheet for typical materials in the event significant components of the fire pond systems on both sites need replacement. Overall, the town seeks the lowest priced proposal from a contractor that can demonstrate suitable completion of the project in a timely manner.

2.2 Desired Outcome

- Fire ponds for the two listed sites are restored to working order according to the Fire Department's specifications
- Affected areas of the properties are restored to same or better condition afterwards

3. Contract Requirements

A typical Standard Contract is attached to this Request for Proposals as **Attachment #3**. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in the standard contract, naming the Town of Wilton as additional insured. Specific details for accepted pricing formats and details are listed below.

3.1 Pricing

Pricing must be inclusive, clear, and concise, including such other information as requested or required. The pricing to be listed on the proposal pricing sheet (**Attachment #2**) should represent the contractor's good faith estimate to perform the work found in this RFP's Scope of Work (**Attachment #1**). The rate/material quotes submitted as required under **Section 4.6** must guaranteed for 100 days after contract award, and must be typed or legibly written in ink to be acceptable. Alternative or additional services, equipment, or material prices may be renegotiated and implemented through a change order approved by the Town Administrator if sufficient supporting evidence is presented, though failure to honor pricing may be considered disqualifying.

3.2 Contingency

The Town of Wilton has calculated a fixed contingency amount for use in the event of unanticipated material or labor costs needed to complete the project to its satisfaction. This contingency amount is owned by the Town of Wilton and will only expended upon written approval coordinated between the Wilton Fire Department and Town Administrator.

4. Mandatory Bid 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 the requested pricing format, the town doesn't mandate the precise form for most requested details, but at a minimum, the following items **must** be addressed in a proposal package:

- 4.1 Name, address, telephone number, fax number and e-mail address of the main respondent
- 4.2 A brief introductory statement signed by an authoritative officer able to commit the firm to perform all requested services. If multiple distinct entities are involved in the proposal, the involvement should be briefly described and be similarly signed by authorized officers. At a minimum, this statement should include:
 - a. Succinct history of the firm that includes number of years in service
 - b. Acknowledgement that the main respondent is willing and capable to provide all proposed services, as well as adhere to mandatory contract award requirements and addendum instructions that may have been issued prior to the award deadline
 - c. Brief description of the contractor's technical capabilities relevant to completing the described project
- 4.3 List of at least 3 comparable projects completed by the proposing entity that includes contact information (e-mail and phone) for references
- 4.4 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.
- 4.5 A completed pricing sheet for the proposal (**Attachment #2**)
- 4.6 A simple listing of the contractor's cost for typical materials and charges for extra or specialty labor or equipment rentals related to dry hydrant repair/replacement

Attachment #1

Site Scope of Work Documentation



WFD Dry Hydrant Repair Project

Site Scope of Work Document

Site ID: WIL-2

Site Location: Connor Lane, Wilton NH 03086

Map/Lot: B-31-13

Land Owner Name/Address: Travis Diehle, 379 Amherst Street, Nashua, NH 03063

Land Owner Agent: N/A

Land Owner Contact Info:

Phone: (603) 396-6608

Email: Mwars6@aol.com

Scope of repair work:

- ◆ Repair existing dry hydrant on site so that it is again operational per WFD Dry Hydrant Specifications document.
- ◆ De-water*, inspect piping and strainer for reason for failure. Repair as necessary per WFD Dry Hydrant Specifications document.
- ◆ Return area to condition at or better than found.
- All spoils shall be removed from site, unless other arrangements are made with Land Owner.
- ◆ Wilton Fire to provide fire pumper for testing and/or pipe flushing as necessary.

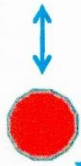
Special Site Considerations:

- *Goldfish in pond.

102 Main Street, Wilton NH 03086 603-654-6758

26

Driveway to 26 Connor Lane



~24' Edge of driveway to existing hydrant

~68' Hydrant to Strainer





WFD Dry Hydrant Repair Project

Site Scope of Work Document

Site ID: WIL-9

Site Location: Old County Farm Road, Wilton NH 03086.

Map/Lot: C-7-2

Land Owner Name/Address: Daniel Blackmere, 242 Old County Farm Road, Wilton, NH 03086

Land Owner Agent: N/A

Land Owner Contact Info:

Phone: ()

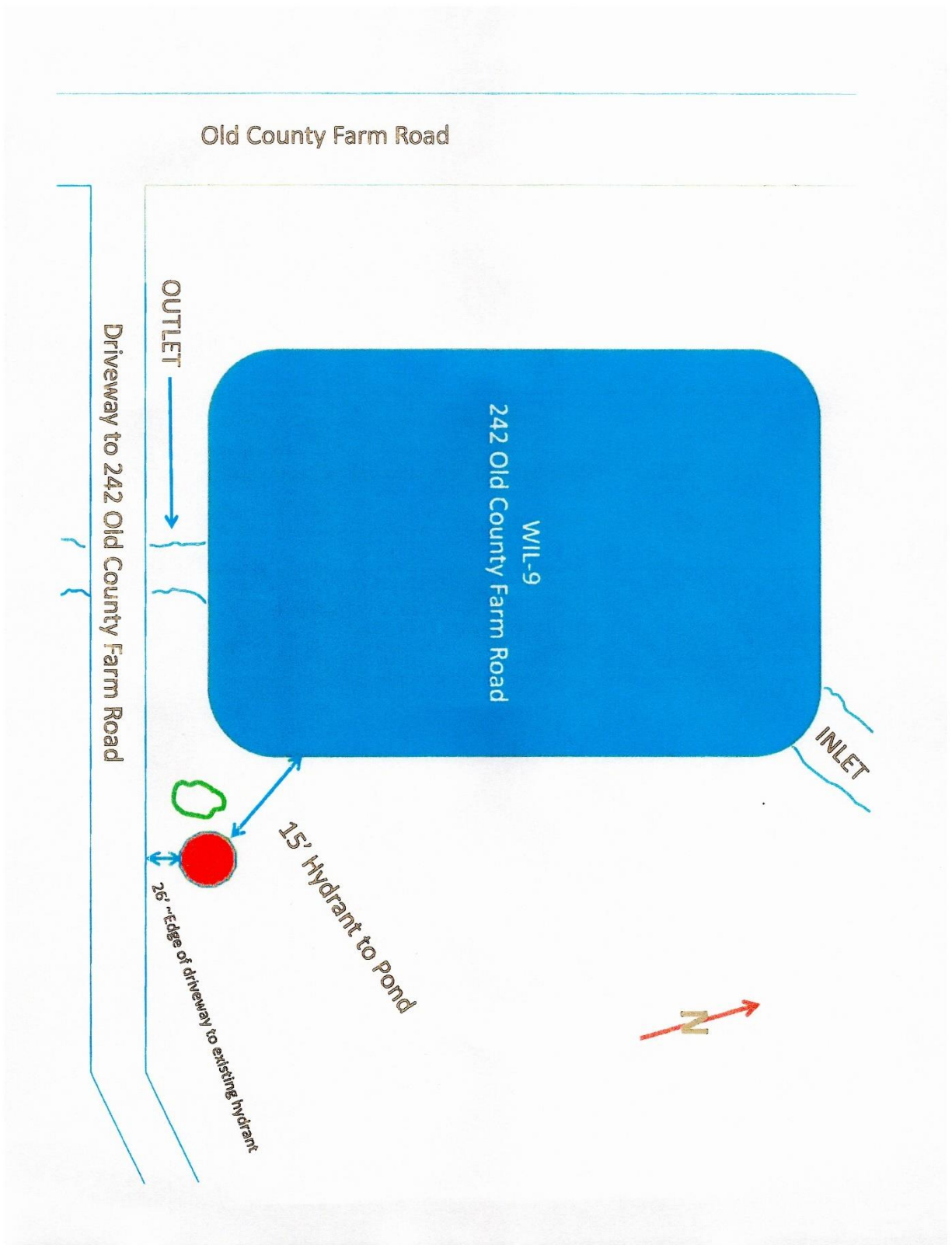
Email: danielblackmer@gmail.com

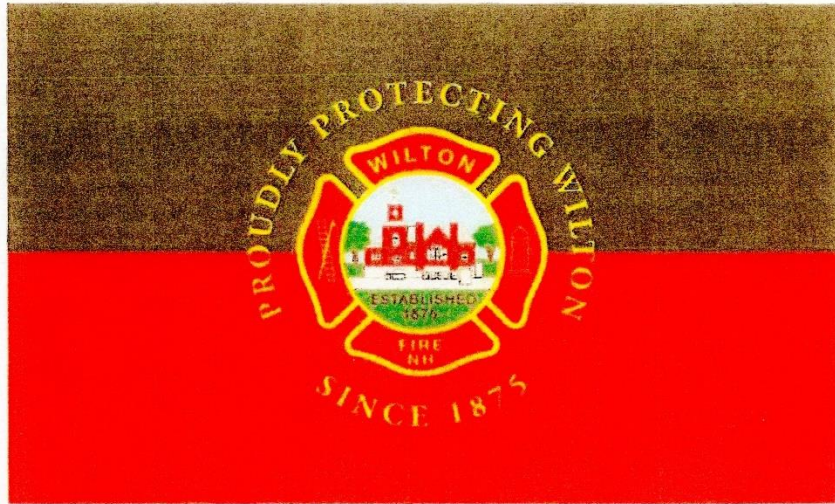
Scope of repair work:

- Repair existing dry hydrant on site so that it is again operational per WFD Dry Hydrant Specifications document.
- De-water, inspect piping and strainer for reason for failure. Repair as necessary per WFD Dry Hydrant Specifications document.
- Return area to condition at or better than found.
- All spoils shall be removed from site, unless other arrangements are made with Land Owner.
- Wilton Fire to provide fire pumper for testing and/or pipe flushing as necessary.

Special Site Considerations:

102 Main Street, Wilton NH 03086 603-654-6758





Wilton Fire Department

Dry Hydrant Specifications

Last Revised: 04/01/2021

1

WFD Dry Hydrant Design Specifications

- The Wilton Fire Department shall approve all aspects of dry hydrant design and construction, including the type of materials, pipe size and system fittings to be used.
- All dry hydrant designs must be capable of providing a minimum water flow of 1000 gallons per minute at draft.
- The water supply source for the dry hydrant shall provide year round adequate water supply.
- System shall be designed to ensure that the slope and piping configuration does not impede drafting capability.
- All exposed surfaces and all underground metal surfaces shall be protected to prevent deterioration.
- A minimum number of elbows shall be used in the piping system.
- Suction hose connections shall be compatible with WFD specifications and conform to NFPA 1963. The connection shall include a protective cap and all materials used shall be resistant to rust and corrosion.
- System piping shall be supported and/or stabilized using approved engineering design practices.
- A maximum of 15' of lift (10' preferred) from the surface of the water (at its lowest anticipated level) to the pump intake.
- Stabilization or equivalent protection shall be employed at elbows and other system stress points to protect from damage.

Last Revised: 04/01/2021

2

WFD Dry Hydrant Design Specifications

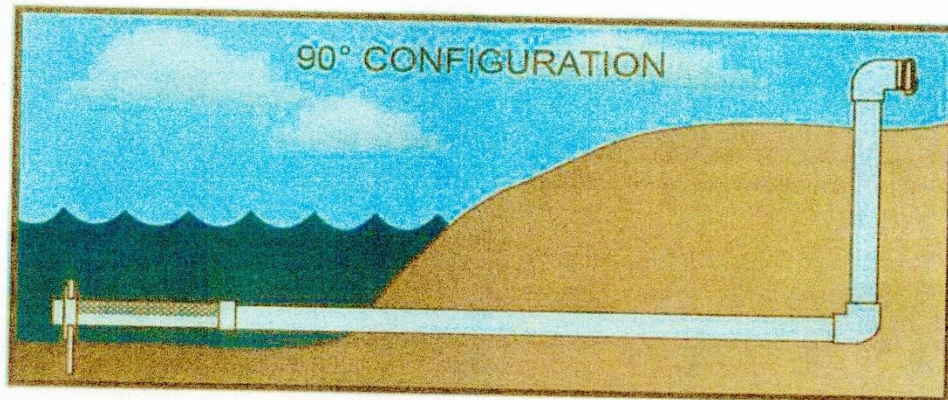
- Appropriate aggregates shall be used to backfill/cover piping during installation.
- All connections shall be clean and the appropriate sealing materials shall be used according to manufacturer's specifications so as to ensure all joints are airtight.
- System strainers shall be constructed to permit required fire flow.
- A minimum of 3' of clear, unobstructed space shall be provided around the dry hydrant.
- Dry hydrants shall be located to ensure that they are accessible year round, under all weather conditions with no more than 20' of fire department hard suction hose from the hydrant to the pumper.
- Dry hydrant connection (head) shall be lower than fire department pump intake to prevent creating an air-lock condition. This measurement is approximately 24" from the ground to the center of the dry hydrant connection.
- Dry hydrants shall be a minimum of 100' from any structure.
- No parking or other obstacles shall be allowed within 20' of the access location of the dry hydrant.
- Dry hydrants shall be protected from vehicular traffic with traffic bollards (pre-cast preferred) on either side of the hydrant, painted red.
- Approved signage with reflective markings shall be erected at each dry hydrant location.

Last Revised: 04/01/2021

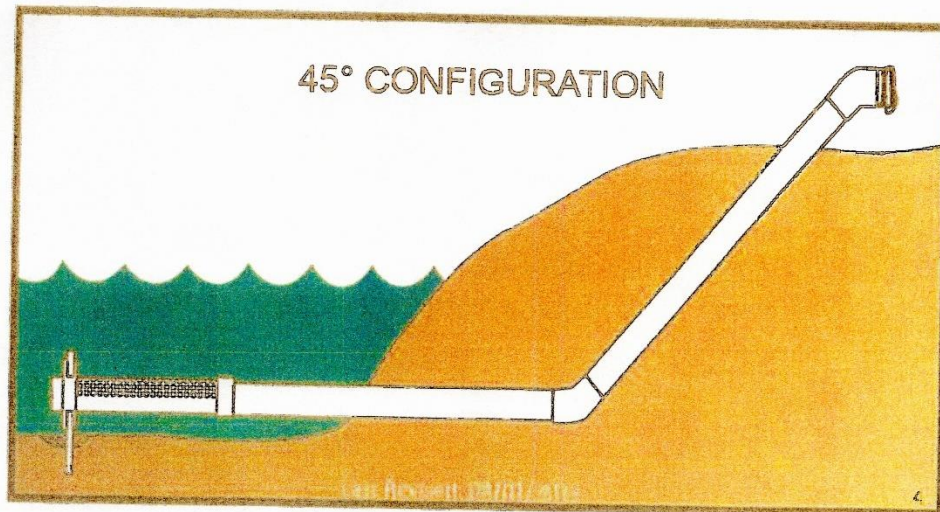
3

Typical Configurations

Preferred:

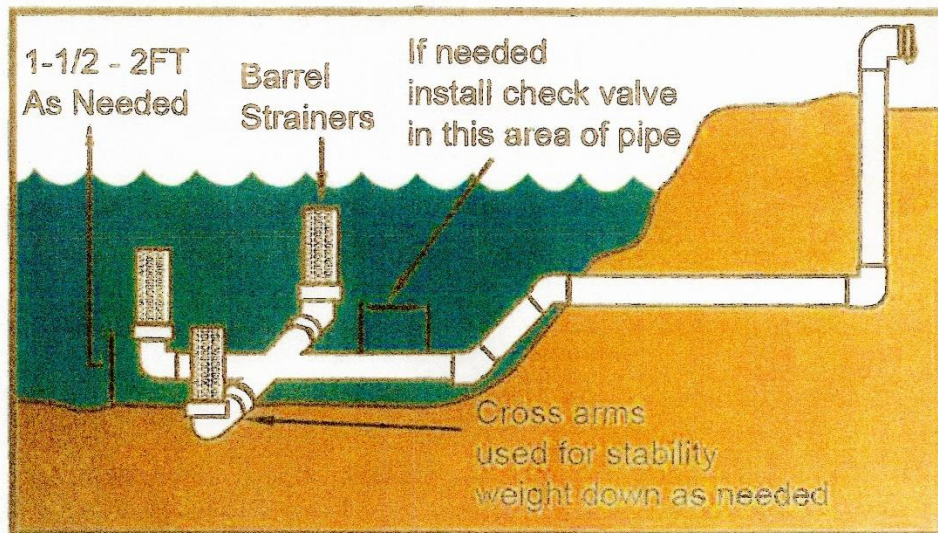


Optional, based on terrain and slope:



Typical Configurations

Utilized in Silt or Mud conditions:

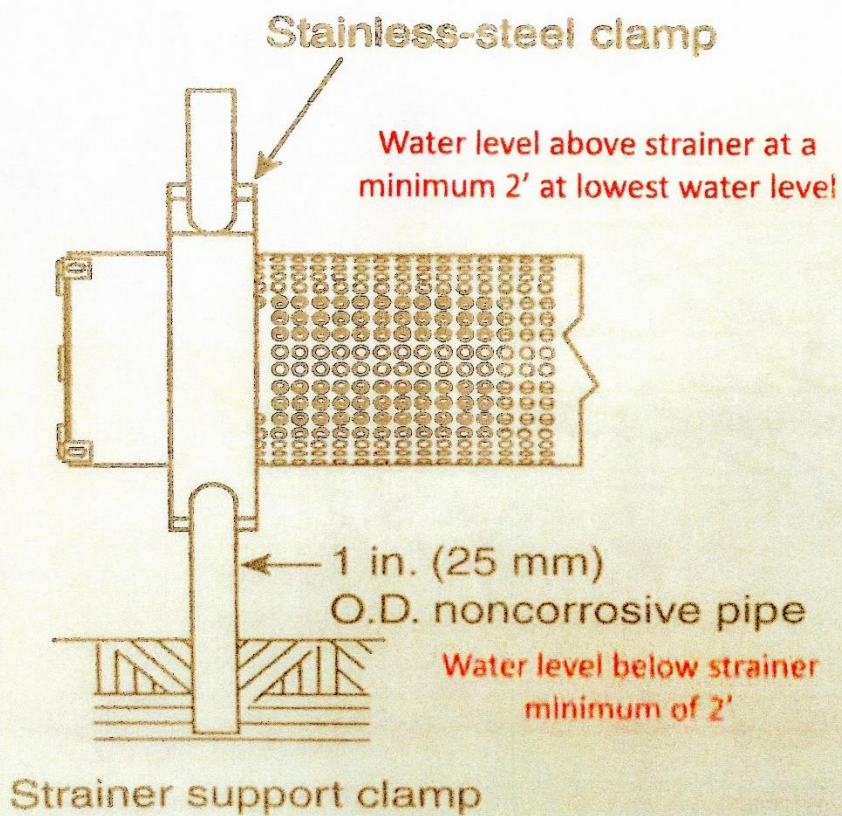


Cross arms must be supported by a substantial foundation block or blocks, approved by Wilton Fire.

Last Revised: 04/01/2021

5

Strainer Detail



Strainer support clamp must be attached to a substantial foundation block, approved by Wilton Fire.

New installations/repairs require a strainer with a backflush cover, unless utilizing a mud/silt design.

Last Revised: 04/01/2021

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Attachment #2: Proposal Pricing Sheet
RFP #02-22: WFD Dry Hydrant Repair Project

Date: _____

Proposal Amount _____
(Numerals)

Proposal Amount _____
(Write out in words)

Contingency Amount: \$3,500.00 _____

Contingency Amount: Three Thousand Five Hundred Dollars _____

Available Start Date: _____

Submitted by: _____

Print Representative's Name and Title

Address-Street-City-Zip Code

Telephone Number and E-mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Wilton

Notes to Contractors

- Pricing must be inclusive of all services requested by the town
- All work Included in this Proposal is dependent upon the cost amounts and available funding
- Responses in pencil will be considered invalid

Town of Wilton and CONTRACTOR Standard AGREEMENT

Project: WFD Dry Hydrant Repair Project #02-22

THIS CONTRACT AGREEMENT is made and entered into at **the Town of Wilton** on this ____ the 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 performance of the following portion of the work described in the Project Proposal titled “**Wilton_____ Project**” (**Attachment #2**) between the TOWN and the CONTRACTOR:

2. **SPECIAL CONDITIONS:** The Town of Wilton names as its Project Administrator for this project the Wilton Fire Chief.

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 _____ in accordance with the “**Wilton_____ Project**” Progress payments on this Contract will be made as follows:

“**COMPLETION**” shall be defined as fully procuring and furnishing the following described “**Wilton_____ Project**” components and labor services to the satisfaction of the TOWN's representative, the Wilton Fire Chief before November 31st, 2022:

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 responsibility 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 below). 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 sign the Contract Insurance Requirements with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

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

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. 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#:** _____

Email: _____

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

Wilton, NH 03086

PO BOX 83, 03086

E-mail: wiltonta@wiltonnh.gov Office: 603-654-3299

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.