

# **REQUEST FOR PROPOSAL**

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## **FIRE HYDRANTS REMOVAL AND INSTALLATION MAIN STREET 02/2024**

**TOWN OF NEWPORT, NH**

**FEBRUARY 2024**



*Prepared by*  
**Chris Pelletier, Public Works Director**  
**Department of Public Works**  
**Town of Newport**  
**15 Sunapee Street**  
**Newport, NH 03773**

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## REQUEST FOR PROPOSAL

The Town of NEWPORT, New Hampshire wishes to engage the services of a qualified CONTRACTOR to provide EXCAVATION AND CONSTRUCTION services for:

### **FIRE HYDRANTS REMOVAL AND INSTALLATION – MAIN STREET NO. (02/2024)**

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 FEBRUARY 12, 2024** to be eligible for consideration by the Town. Proposals 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;

### **“FIRE HYDRANTS REMOVAL AND INSTALLATION- MAIN STREET NO. 02/2024”**

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

#### *Complete copies of RFP are available from:*

Chris Pelletier, Public Works Director  
Town of Newport  
15 Sunapee Street  
Newport, NH 03773  
[cpelletier@newportnh.gov](mailto:cpelletier@newportnh.gov)  
Office: (603) 863-3650

All proposals received will remain sealed until the day of bid opening. Sealed proposals will be opened publicly after the due date at the Town Hall in the Board of Selectmen (BOS) room. Copies of bid sheets will be available upon request 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.

**PROPOSAL DUE DATE/TIME: FEBRUARY 12, 2024, NOT LATER THAN 10 AM AT THE TOWN HALL (BOS ROOM), 15 SUNAPEE STREET, NEWPORT, NH.**

**ALL QUESTIONS DUE BY FEBRUARY 5, 2024 AT 10 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 Newport or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Public Works Director, Chris Pelletier ([cpelletier@newportnh.gov](mailto:cpelletier@newportnh.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 on record.

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.

### SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Board of Selectman Town Hall Office, 15 Sunapee Street, Newport, NH **by 10:00 AM FEBRUARY 12, 2024** as directed in the RFP, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed, e-mailed or delivered in person as long as the date and time of acceptance is prior to the submission deadline. Faxed proposals will not be accepted.

E-mail Submission: Chris Pelletier, [cpelletier@newportnh.gov](mailto:cpelletier@newportnh.gov)

Delivered in Person: Town of Newport Town Offices, 15 Sunapee Street, Newport NH 03773

Mailing Submission: Town of Newport, 15 Sunapee Street, Newport NH 03773

### 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 at least 1 day before Proposal opening.

### WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, or electronic (e-mail) transmission received at any time **before** the exact date and time set for opening of proposals; provided that written confirmation of

telegraphic or electronic (e-mail) 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 date and time fixed in the RFP's. 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 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.

#### SCOPE OF SERVICES:

The Town of Newport is soliciting Contracting services for the **FIRE HYDRANTS REMOVAL AND INSTALLATION – MAIN STREET NO. 02/2024**. The work will involve the following:

The following is a preliminary scope of work that may be modified during contract negotiations with the selected Contractor.

- Remove fire hydrant located approximately in front of address 32 Main street on the east side of the road. (see diagram in Appendix)
- Install new 6" gate valve and box, 5' stub of pipe and cap in place of hydrant (see diagram in appendix)
- Remove fire hydrant located on the west side of Main Street in front of address 17. (see Appendix).
- Remove connecting tee at water main and reconnect 10" Cast Iron Main. Town will supply parts and connectors (Hymax).
- Install new fire hydrant and 6" gate valve and box (supplied by town) in the center median of Main Street (see diagram). Connection to made live with a wet tap and approximately 20' of 6" cement lined ductile iron pipe is to be used for connecting the new hydrant.
- Sawcut and remove pavement in areas of excavations.
- Backfill, compact and restore 4" of asphalt in areas of excavation.
- Existing curbing to be reclaimed and used to restore existing island.
- Excavation, pavement saw cutting removal and patching to meet existing grades as well as safety signage.
- Exact locations to be confirmed and determined by the Newport Utilities Superintendent.
- Town will be responsible for water shut-off and notification.
- Fire hydrant shall be supplied by the Town.
- Town to supply all valves and fittings (with the exception of the tapping saddle).
- Thrust blocks to be supplied by contractor.
- All incidentals necessary to complete the project, such as but not limited to; mobilization, traffic control, erosion control, and site restoration.
- **Contractor will be responsible for acquiring all necessary permits and coordination with New Hampshire Department of Transportation (NHDOT) Traffic Division.**

The CONTRACTOR will need to provide the TOWN with a detailed written description of the proposed work for review and approval.

Work will include:

- Complete schedule of the work and fees for the proposed tasks

1. Time Frame for Performance of Services

An AGREEMENT will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than FEBRUARY 19, 2024. The CONTRACTOR will be able to start work as of FEBRUARY 26, 2024 and must be substantially complete no later than MAY 15, 2024

TRAFFIC CONTROL/MAINTENANCE:

The Town reserves the right to hire Newport Police Department, Water Department, or Highway

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 two (2) identical hard copy formats.

##### **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 (10) years that are of similar size and scope. References shall include a brief description of the project and the services provided. Contractor shall be familiar with the New Hampshire Department Environmental Services.

##### **3. Project Approach**

The Proposer shall provide a work schedule and cost estimate of their design, including permitting. The Proposer shall also describe recent similar work and 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 set forth in this RFP.

##### **5. Cost Proposal**

Proposers shall submit a Cost Proposal in a total in Lump Sum not to exceed format.

#### 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 Contractor must meet the following standards as they relate to this request:

- 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 evaluation criteria (design approach, experience of the contractor and sub consultants, cost and schedule), not necessarily the lowest price.

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.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

#### 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 and any Amendments thereto and (2) the Contractors' proposal in response to the RFP, (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 RFP 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 RFP 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 (Contractor), 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 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 Newport 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.

WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform with the requirements of

RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

#### 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 Sullivan County.

#### TERMINATION OF CONTRACT 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.

#### OWNERSHIP OF REPORTS:

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

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Newport 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 Newport.

PAYMENT:

Payment will be made within thirty (30) business 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 Newport'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.

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.

#### PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in this Request for Proposals (RFP) and any subsequent Contract shall be deemed to be inserted herein and this RFP 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 RFP and/or Contract shall forthwith be physically amended to make such insertion or correction.

#### DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement. Vendors shall also mean Proposers, offerors, 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 Newport. Any disputes shall be resolved within the venue of the State of New Hampshire and Sullivan County.

#### DISCLAIMERS:

- I. The Town reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- II. The Town reserves the right to waive, *or not waive*, informalities or irregularities in terms or conditions of any proposal if determined by the Town to be in its best interest.
- III. The Town reserves the right to request additional information from any or all companies.
- IV. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within the RFP.
- V. The Town reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- VI. The Town reserves the right to select one or more companies to perform services.
- VII. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
- VIII. The Town reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFQP.

*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 **electronic and two (2) identical hard copy formats** as part of its proposal:

1. PROPOSAL Form as outlined above
2. Specifications EXCEPTION Form
4. Town of Newport, NH AGREEMENT Form

**The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Newport, NH) that meets the minimum required types and levels of coverage.**

## **PROPOSAL FORM**

DESIGN/BUILD CONTRACTING SERVICES FOR FIRE HYDRANTS REMOVAL AND  
INSTALLATION – MAIN STREET  
TOWN OF NEWPORT, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE CONTRACTING SERVICES  
FOR THE ABOVE.

### **1. Contractor Services:**

Contractor services for the project listed above. \$ \_\_\_\_\_

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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 (if applicable):
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:** \_\_\_\_\_

**Primary point of contact:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Cell phone number:** \_\_\_\_\_

**Payment terms and conditions:** \_\_\_\_\_

**SPECIFICATIONS EXCEPTION FORM**

CONSTRUCTION SERVICES FOR FIRE HYDRANTS REMOVAL AND INSTALLATION – MAIN STREET  
(02/2024) TOWN OF NEWPORT, 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 Newport to ferret out information concerning the materials, which you intend to furnish.

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

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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 Newport may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_

**I DO** meet specifications Signed:

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**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.

**NOTICE OF AWARD**

DATED \_\_\_\_\_

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

**PROJECT: Contract for (FIRE HYDRANTS REMOVAL AND INSTALLATION – MAIN STREET NO. 02/2024**

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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 FIRE HYDRANTS REMOVAL AND INSTALLATION – MAIN STREET NO. 02/2024.

The CONTRACT Price of your contract is ( \$ \_\_\_\_\_ )

2 (two) copies of each of the proposed AGREEMENT, and Performance and Payment Bond forms accompany this NOTICE OF AWARD.

You must comply with the following conditions precedent with **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 Scope of Work.
3. (List other conditions precedent);

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Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

\_\_\_\_\_  
(OWNER) TOWN OF NEWPORT \_\_\_\_\_  
By \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(TITLE)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_



# FORM OF AGREEMENT

## BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A LUMP SUM PRICE

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Newport, N.H., hereinafter called "TOWN" and \_\_\_\_\_ doing business as a corporation hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the scope of work as defined in the contract documents for the Fire Hydrants Removal and Installation – Main Street No. 02/2024 dated \_\_\_\_\_.
2. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the dollar amounts as shown in the CONTRACTOR's proposal.
2. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a. Fire Hydrants Removal and Installation – Main Street No. 02/2024 Request for Proposal dated \_\_\_\_\_
  - b. CONTRACTOR's Design/ Build Proposal dated \_\_\_\_\_
  - c. Form of Agreement
4. The TOWN will pay to the CONTRACTOR in the manner and at such times and such amounts as set forth in the CONTRACT DOCUMENTS.

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

\_\_\_\_\_  
Christopher Pelletier, Public Works Director  
Town of Newport, N.H.

\_\_\_\_\_  
Contractor - Authorized Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# APPENDIX 1

## Hydrant on West Side of Main Street



**This Hydrant is excavated and removed. The connecting tee on the water main is to be removed and water main reconnected using parts supplied by town. This can be achieved with two (2) excavations and the existing pipe is to be left in the ground.**



## Hydrant on East Side of Main Street to be removed



This Hydrant gets removed, a new 6" gate valve and box (supplied by Town) gets installed. A short stub of pipe with cap added to the end for future use.



## Its New Hydrant Location



Connect new hydrant to existing 10" cast iron water main via a live "wet tap". Install approximately 20' of 6" cement lined ductile iron pipe and new hydrant (hydrant supplied by the Town). Contractor to supply thrust blocks. Hydrant to be installed at top of curb elevation, centered in the middle and the two islands are to be joined to make one continuous island. Crosswalk will be abandoned.