

Hooksett Sewer Commission
September 27, 2017
Minutes

Chairman Sidney Baines, Commissioner Frank Kotowski, Commissioner Roger Bergeron and Superintendent Bruce Kudrick, were in attendance for the Phase 3 Capital Improvements Pre-Bid meeting that took place at the Sewer Commission's Office on September 27, 2017. Attached you will find the minutes for that meeting that were taken by *Underwood Engineers*.

HOOKSETT
SEWER DEPARTMENT
DATE RECEIVED 10-10-17

Respectfully Submitted

INITIAL	COMMENTS
S	
FRK	

Commissioner Frank Kotowski
Clerk

Sign In Sheet

NON-MANDATORY PRE-BID MEETING

Hooksett Sewer Commission, Hooksett, NH
 Phase 3 Capital Improvements
 Sewer Commission Office, 1 Egawes Drive, Hooksett
 Wednesday, September 27, 2017 at 10:00 A.M.

Name	Company	Address	Phone	Fax	Email
David Morrier	Underwood Engineers	99 N. State St. Concord, NH	603-250-9298	603-250-9299	dmorrier@underwoodengineers.com
Daniel Jacobson	Underwood Engineers	99 N. State St. Concord, NH	603-320-9298	603-320-9299	djacobson@underwoodengineers.com
John Wrixson	Infrastructure Const. Corp	9 Brown Hill Rd Frew, NH 03304	603-224-1004	224-1004	lwrixson@iccconcord.nh
Don Buckley	NHDES	29 Hazen St Concord, NH 03302	603-271-7007	603-271-4122	don.buckley@des.nh.gov
Dann Cloutier	NHDES	29 Hazen St Concord, NH	603-271-1000	603-271-4122	dann.cloutier@des.nh.gov
DEVUS PROUST	AMTECH Tank Lining	75-4 Arthur St Suite 300 Rye, NH 03081	603-462-8600	603-757-0877	devus.proust@amtech-tanklining.com
Douglas Tarnawa	Goodwin Xylem	99 Stockhouse R Boston, CT	860-383-9244	860-389-0673	Douglas.Tarnawa@Xyleminc.com
Haley Kamboukis	Richardson Electrical	17 Bartholomew Rd. Seabrook, NH	978-978-5508 603-474-5100	603-474-7155	haley@richardson-electrical.us

**HOOKSETT SEWER COMMISSION
HOOKSETT, NEW HAMPSHIRE**

PHASE 3 CAPITAL IMPROVEMENTS

Pre-Bid Meeting

-MINUTES-

Hooksett Sewer Commission
1 Egawes Drive, Hooksett, NH
September 27, 2017 at 10:00 A.M.

ATTENDEES

[See attached Sign-in Sheet for list of attendees.]

Addresses and Phone Numbers

Underwood Engineers

David J. Mercier, P.E., Senior Project Manager
Steve Smith, CEng MICE Senior Project Engineer
Phone: (603) 230-9898
Fax: (603) 230-9899
99 North State Street
Concord, NH 03301

Hooksett Sewer Commission

Sidney Baines, Chairman
Bruce Kudrick, Superintendent
Phone: (603) 485-4112
Town of Hooksett
1 Egawes Drive
Hooksett, NH 03016

Please direct all technical questions and plan requests to Underwood Engineers, Concord Office.

Project Overview

The scope of work includes the following major items:

- NOTE:** New media retention screens, air spargers and supports have been pre-purchased by OWNER, to be installed by CONTRACTOR. The Contractor shall furnish all labor, equipment and materials necessary to install and construct:
1. Add three additional media retention screens in the IFAS3 and IFAS4 tanks.
 2. Move the existing screen closest to the sidewall further away from sidewall in the IFAS3 tank.
 3. Delete the media retention screen common header in the IFAS4 tank and instead, core holes directly through the separation wall between the IFAS4 tank and the Floc2 tank to allow direct discharge through each screen. Provide pipe spools through new cores.
 4. Add air spargers under all new screens in the IFAS3 and IFAS4 tanks.
 5. Provide a new blower dedicated to the air spargers in the IFAS3 and IFAS4 tanks, including discharge piping from the blowers to the air spargers.
 6. Demo the flash mix box in the IFAS4 tank.

7. Prepare and coat all walls in the IFAS3 and IFAS4 tanks from the floor to one foot (1') above the high water level.
8. Install additional chemical feed piping to extend the discharge point of the PAC coagulant from the IFAS4 tank flash mix box into the Floc2 tank.
9. Delete the two 14" effluent pipes between the Floc1/Floc2 tank effluent structure and the clarifier influent flow splitter box and replace them with two 20" pipes.
10. Modify the existing clarifier influent flow splitter box to provide a more accurate flow split to the two clarifiers.
11. Install a new automatic air relief valve in the pump room located on the high spot of the RAS suction line coming from Clarifier #2.
12. Clean/TV/CIPP spot repair the sludge suction line from circular sludge tanks to pump room.
13. Add a new magnesium hydroxide alkalinity storage and feed system polymer makeup and feed system area that is not being used.

In addition, this Contract shall include, but not be limited to, the following:

All demolition, excavation, dewatering, excavation support, erosion control measures, backfilling, compaction, restoration of growth, and all other construction activities necessary to provide a complete and fully operational system to meet the intent of the construction Drawings and Project Manual.

Bids

Bids are due **2:00 P.M. on Thursday, October 12, 2017** at the Hooksett Sewer Commission, and will then be opened and read publicly. Bids shall be in a sealed envelope marked "Phase 3 Capital Improvements". If bids are mailed, the sealed bid should be packaged in a second envelope, marked "Bid for Phase 3 Capital Improvements".

Addendum

Addendum last day to issue is **Thursday, October 5, 2017**. Have all questions in by then! Minutes to this meeting will be part of the addendum.

Funding

This project may be funded by the NH Department of Environmental Services (DES) Clean Water State Revolving Loan Fund (SRF). This project shall be subject to special State and Federal provisions including Davis-Bacon wage rates, American Iron and Steel and Disadvantaged Business Enterprise requirements. Note NH DES forms 6100-3 and 6100-4 for the good faith efforts solicitation will need to be completed.

NOTE: Pre-purchased screens, spargers, and supports are exempt from AIS requirements.

NOTE: This project has both HEAVY and BUILDING wage rate requirements.

DES Comments

- **Specifications have section on American Iron and Steel (AIS). Websites are listed to see what is required. Also, Bid form has check boxes that need to be checked and forms submitted with Bid.**
- **Building and Heavy wage rates have been reissued. Building rates have changed so need to be reissued by Addendum.**
- **Pages D-6.6, D-6.7, D-6.8, D-6.9, and D-7.11 must be submitted with Bid.**

General Contract Requirements

Requirements include:

- 5% Bid Bond with bid.
- 100% Performance and Payment bonds.
- Retainage will be held from progress payments per the General Conditions (10% of payment request until work is 50% complete). **Retainage reduced to 2% after Substantial Completion and held for one year.**
- Insurance requirements and additional insured as noted in General and Special Conditions.

Easements and Agreements

The following easements exist for this project.

- NONE.

Permits

- Design approval has been obtained from the NH Department of Environmental Services (NHDES).
- **Town of Hooksett – Contractor to obtain Electrical Permit. Any fees for this permit shall be subsidiary to Contractor's Bid.**

Dewatering & Subsurface Conditions

Minimal excavation is required for this project and dewatering is not anticipated to be an issue.

Traffic Management

N/A. Must maintain open lanes for chemical deliveries and sludge trucking.

Schedule and Time

Completion time for the project is calculated as calendar days from the Notice to Proceed, currently **60** calendar days to Substantial Completion and **75** days to Final Completion for Base Bid.

The prepurchased screens, spargers, and supports are scheduled to ship to the site mid-November.

Other/Special Requirements

- Working hours are 0700 to 1700 hours, no construction activities shall be conducted outside these hours. No work shall be allowed on weekends or holidays. Refer to Special Condition 3.
- The Contractor shall be responsible for performing construction in a manner that does not interrupt operation of the WWTF. Contractor shall provide a detailed Treatment Process Maintenance Plan within 10 days of contract signing and prior to construction. Refer to Spec Section 01041 for additional details.
- Sole source items: Regenerative Blower; IFAS and Magnesium Hydroxide tank coatings; PLC/SCADA integrator.
- Contractor to utilize media pumping/transfer method that does not harm the media.
- **When reviewing Kruger shop drawing (to be provided to winning Contractor), replace all IFAS 1 and 2 labels with IFAS Tanks 3 and 4.**

Special Conditions

See attached

Questions and Answers

Q1: Who is the representative for the blower?

A1: FPZ, Inc. – 150 North Progress Drive, Saukville, WI 53080
Tel. 262-268-0180

Q2: Who is the representative for Kruger?

A2: Karsten Andersen, Sr. Project Manager, Kruger
Veolia Water Technologies
4001 Weston Parkway, Cary, NC 27513
Office Direct: 1-919-653-4597

Q3: What is the volume of plastic media in IFAS Tanks 1 & 2?

A3: The total estimated volume of plastic media to be removed in IFAS Tanks 1 & 2 is 300 cubic yards.

Q4: How is the clean plastic media to be removed from IFAS Tanks 1 & 2, and where is the media to be stored?

A4: The Contractor shall provide a vactor truck for removal of the media in IFAS Tanks 1 & 2. The Hooksett Sewer Commission will provide a location on site for the media to be dumped out of the vactor truck to release any free water. The contractor shall then manually shovel the media into bags that he shall provide equal to the 48"x48"x39" DeWatering Super Sack® FIBC Bulk Bag Product #99999-DEWFSDS48 as manufactured by BagCorp. Bags cost \$45.00 each. The Contractor shall then transport

the filled bags to another location on site where the Hooksett Sewer Commission will provide wood pallets for the media bags to be stored on.

Q5: *How is the media from IFAS Tanks 3 & 4 to be transferred to IFAS Tanks 1 & 2?*

A5: For the transfer of plastic media and active mixed liquor from IFAS Tanks 3 & 4 to IFAS Tanks 1 & 2, the Contractor shall provide a diesel driven recessed impeller vortex style pump to transfer the media and active mixed liquor in a manner that will not damage the media. The Contractor shall provide a submittal describing the proposed pumping system for review and approval by the Engineer. The Contractor will also need to supply a vactor truck to remove the last of the media as well as debris on the bottom of the tank to get it clean and empty.

Q6: *Is the plastic media clean?*

A6: The biological matter on the plastic media in IFAS Tanks 1 and 2 is dead as a result of IFAS Train 1 being offline for months. The media in IFAS Tanks 3 and 4 has active live microbial growth on it.

Q7: *Are there any weather constraints when coating the IFAS tanks?*

A7: There are no weather constraints when coating the IFAS tanks given that the sole source coating subcontractor, AmTech, is to set up a tent enclosing each tank to ensure ideal environmental conditions for coating. **NOTE:** Only IFAS Tanks 3 and 4 are to be coated.

Q8: *Who did the existing SCADA system?*

A8: The existing SCADA system was installed by LCS Controls.

Q9: *Can work hours on nights/weekends/holidays be requested?*

A9: Working hours are 0700 to 1700 hours. Night/weekend/holiday working hours can be requested in writing to the Owner given the request is at least 48 hours in advance.

Q10: *Can plant flow data be provided?*

A10: Yes. Attached are monthly plant flow records for the last two years. Please note that these numbers are total daily flows through the plant and DO NOT include daily peaking factors or internal recycle flows that need to be added in at the point where bypass pumping will occur. The plant SCADA currently limits the recycle flows if the plant flow gets too high. The combined flow that will need to be handled by each bypass pump is 2.4 MGD.

Q11: Does the project require any bypass pumping?

A11: Yes, bypass pumping will be required during construction in the existing secondary clarifier distribution chamber for the weir plate installation.

Q12: Is a coupling acceptable when installing the 20-inch pipe from the flocc tank to the effluent splitter box?

A12: Yes, a coupling can be used when installing the 20-inch pipe.

Q13: Does the walkway have to be cored in order to allow for the 20-inch flanged knife gate valve handle to extend above grating?

A13: It is not anticipated that the walkway will have to be cored to allow for the knife gate valve handles to extend above the grating once the chemical feed piping in that locale is demolished. If coring is required it shall be addressed as a change order.

Q14: Who is responsible for cleaning IFAS Tanks 2 & 3 once they are drained down?

A14: The Contractor shall be responsible for draining, washing down, and cleaning the IFAS tanks as necessary to prepare the tanks for his coatings subconsultant. The Hooksett Sewer Commission will provide a location on site for the Contractor to dump the removed debris and the Hooksett Sewer Commission will dispose of the removed debris once dried.

Q15: Are there any relief valves or flapper valves located at the bottom of the IFAS tanks?

A15: No, there are no relief or flapper valves at the bottom of the IFAS tanks.

Q16: How much stainless steel pipe is the contractor to supply from the blower to the air sparge piping?

A16: The Contractor shall provide all stainless steel pipe from the new blower to the existing stainless steel vertical drop piping at IFAS Tanks 3 and 4.

Q17: Does the coating price from AmTech stay the same regardless of weather conditions?

A17: Yes, according to AmTech the cost of coating the IFAS tanks will be the same regardless of weather conditions.

Q18: Is the existing chemical storage tank to be cut up or removed through the existing knock-out wall?

A18: The Contractor shall cut up the existing chemical storage tank and remove it through the existing man door to the chemical building.

Q19: *What is the cure time for the coating on the new magnesium hydroxide storage tank?*

A19: According to AmTech, the cure time for the coating on the new magnesium hydroxide storage tanks is 6 hours. However, AmTech also stated that the coating on the new magnesium hydroxide concrete tank cannot be applied until the concrete has cured for 30 days.

Q20: *Can the bypass pump be run off of the treatment plant's power?*

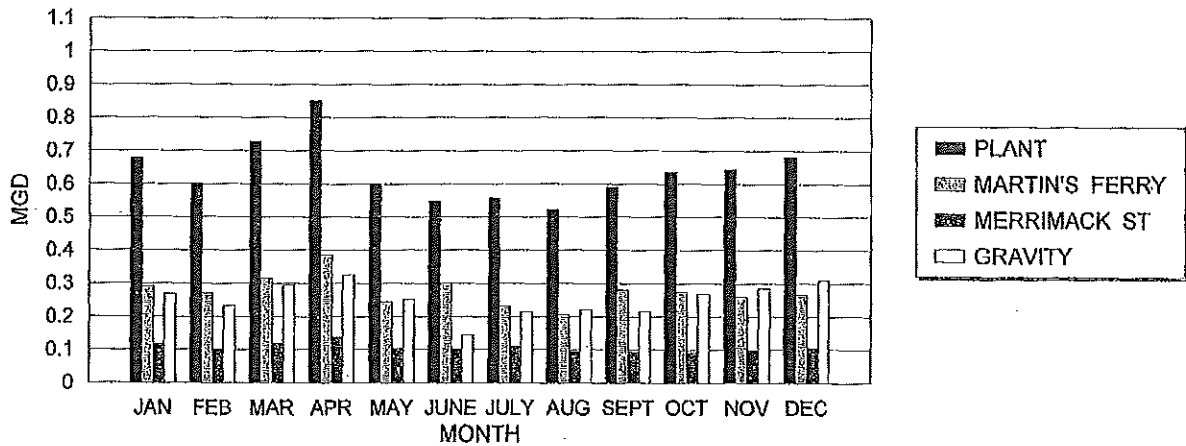
A20: The Hooksett Sewer Commission will allow the Contractor to utilize plant power for small hand tools, etc. With regard to bypass pumping, the Contractor shall plan to utilize diesel fueled pumps as the Hooksett Sewer Commission does not want power to be tapped off of MCC-2. Contractor shall note that Specification Section 01518 (see Addendum 1) requires two bypass pumps to be provided (on-line and backup).

Q21: *Can the contract time to be extended?*

A21: Yes, the contract time will be extended to 120 calendar days for substantial completion and 150 days for final completion, refer to Addendum #1. **NOTE:** The Hooksett Sewer Commission will also entertain a request from the winning Contractor for a winter shutdown and suspension of contract time.

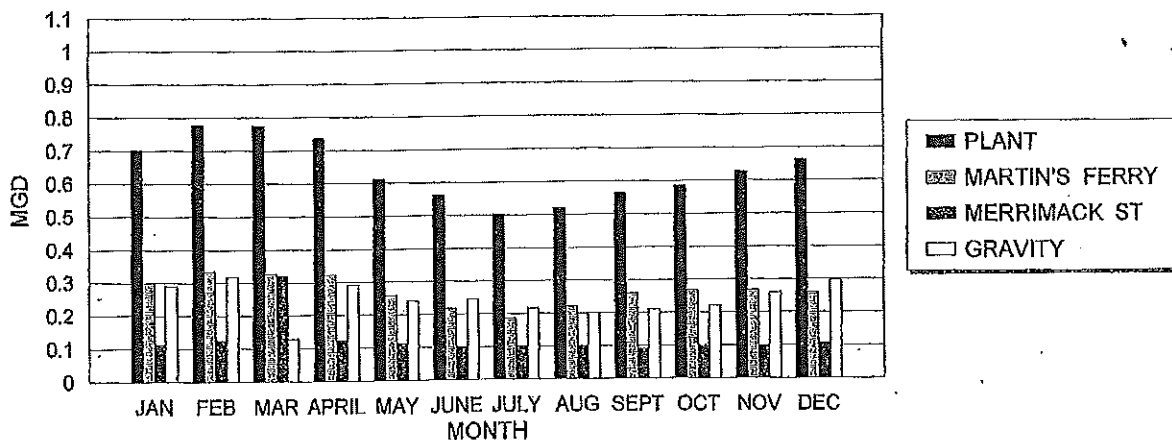
		FLOWS	MGD	2015
MONTH				
	PLANT	MARTIN'S FERRY	MERRIMACK ST	GRAVITY
JAN	0.678	0.291	0.118	0.269
FEB	0.602	0.270	0.100	0.232
MAR	0.728	0.315	0.119	0.294
APR	0.851	0.387	0.138	0.326
MAY	0.600	0.245	0.104	0.251
JUNE	0.547	0.300	0.101	0.146
JULY	0.557	0.231	0.111	0.215
AUG	0.522	0.205	0.096	0.221
SEPT	0.591	0.281	0.094	0.216
OCT	0.636	0.275	0.091	0.270
NOV	0.644	0.260	0.098	0.286
DEC	0.681	0.267	0.105	0.309
AVG	0.636	0.277	0.106	0.253

FLOWS MGD 2015



	FLOWS			MGD	2016
MONTH	PLANT	MARTIN'S FERRY	MERRIMACK ST	GRAVITY	
JAN	0.702	0.299	0.113	0.290	
FEB	0.777	0.334	0.125	0.318	
MAR	0.775	0.327	0.320	0.128	
APRIL	0.736	0.322	0.122	0.292	
MAY	0.611	0.258	0.112	0.241	
JUNE	0.563	0.218	0.100	0.245	
JULY	0.503	0.187	0.099	0.217	
AUG	0.520	0.221	0.098	0.201	
SEPT	0.564	0.261	0.091	0.212	
OCT	0.586	0.268	0.097	0.221	
NOV	0.628	0.269	0.098	0.261	
DEC	0.663	0.260	0.106	0.297	
AVG	0.663	0.260	0.106	0.297	
DEC/2015	0.681	0.267	0.105	0.306	
DEC/2014	0.839	0.361	0.133	0.345	
DEC/2013	0.602	0.264	0.096	0.242	
DEC/2012	0.602	0.271	0.106	0.225	

FLOWS MGD 2016



SPECIAL CONDITIONS

Special Conditions

The following special conditions modify, change, delete, or add to the "General Conditions." Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

<u>Section No.</u>	<u>Section Title</u>	<u>Page No.</u>
Index 7.	Inspection and Testing of Materials	C-2.3
Index 14.	Inspection	C-2.3
SC-7	Inspection and Testing of Materials	C-2.3
SC-14	Inspection	C-2.3
SC-16	Superintendence by Contractor	C-2.3
SC-17	Extra Work and Change Orders	C-2.4
SC-20	Differing Site Conditions	C-2.4
SC-22	Right of Owner to Terminate Contract	C-2.5
SC-25	Acceptance and Final Payment	C-2.5
SC-27	Insurance	C-2.6
SC-28	Contract Security	C-2.8
SC-35	Use of Premises, Removal of Debris, Sanitary Conditions	C-2.8
SC-36	Quantities of Estimates	C-2.8
SC-39	Errors and Inconsistencies in Contract Documents	C-2.9
SC-58	Work Performed at Night and on Sundays and Holidays	C-2.9
SC-59	Laws to be Observed	C-2.9

OTHER REQUIREMENTS:

1. Working Hours	C-2.10
2. Existing Utilities	C-2.10
3. Occupying Private Property	C-2.10
4. Site Security	C-2.10
5. Road Open to Through Traffic & Maintenance of Driveway Access	C-2.10
6. Schedule	C-2.10
7. Project Sign	C-2.11
8. Preconstruction Video	C-2.11

C-2.2

SPECIAL CONDITIONS

9. Staging Areas	C-2.11
10. Excavation, Dewatering, and Sheet piling	C-2.11
11. Davis Bacon Wage Rates	C-2.11
12. Non-Resident Contractor	C-2.12
13. IFAS Tank Concrete Repairs	C-2.12

SPECIAL CONDITIONS

Index 7. - Inspection and Testing of Materials

Replace the word "Inspection" with the word "Observation".

Index 14. - Inspection

Replace the word "Inspection" with the word "Observation".

SC-7 - Inspection and Testing of Materials

Replace the word "inspection" with the word "observation" as it appears throughout the Section (Section title, 7.1, 7.6 – 2 times and 7.9).

Replace the word "inspector" with the word "Engineer" as it appears in Section 7.6.c.

SC-14 - Inspection

Replace the word "inspection" with the word "observation" as it appears throughout the Section (Section title and 14.1).

SC-16 – Superintendence by Contractor

Insert the following after Article 16:

16.1 Character of the Contractor's Superintendent and Workers

a. The Contractor's superintendent shall be pre-approved by the Owner and shall conduct himself in a professional and responsible manner. If, in the opinion of the Owner and Engineer, the superintendent persistently fails to maintain adequate quality control on the project, or adequately supervise or coordinate the work needed for the successful completion of this project, the Engineer may recommend to the Owner that the superintendent be relieved of his responsibilities and be removed from the project. Upon written notice from the Owner the Contractor shall immediately relieve the superintendent of his responsibilities and remove him from the project. The work of this project must be conducted under the supervision of a pre-approved and competent superintendent. The Owner and Engineer shall in no way be held responsible for delays in the work caused by the Contractor's failure to provide a competent superintendent.

b. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at written request of the Engineer, be removed immediately by the Contractor or subcontractor employing such person, and said person shall not be allowed to work on any other portion of work in this Contract without written approval of the Engineer.

SPECIAL CONDITIONS

- c. Should the Contractor fail to remove such person(s) or fails to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may recommend to the Owner that work be suspended until compliance with such orders has been met. Contact Time will not be stopped during this period.

SC-17 - Extra Work and Change Orders

Insert the following to Article 17.2:

- a. Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- b. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the "Rental Rate Blue Book" latest edition. The Contractor shall supply a copy of the book with the claim. An hourly rate will be computed by dividing the monthly rates (that are noted in the Rental Rate Blue Book) by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-20 - Differing Site Conditions

Delete paragraph 20.2 in its entirety. **Replace** with the following:

The Engineer shall promptly investigate the conditions. If he or she finds that conditions differ materially and will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the work under this Contract whether or not changed as a result of such conditions, the Engineer will notify the Owner and recommend an equitable adjustment. Contractor and Owner will enter into negotiations to modify the Contract in writing.

SPECIAL CONDITIONS

SC-22 – Right of Owner to Terminate Contract

Insert the following to at the end of the second sentence in Article 22.5:

“up to the date of written notice”

SC-25 - Acceptance and Final Payment

Insert the following to Article 25.1:

- e. Substantial Completion is further defined as the point when a successful 7-day Operational Readiness Test has been completed as approved by the Engineer.

Insert the following at the end of Article 25.1.d:

“The guarantee period shall be one year.”

Insert the following after Article 25.1.d:

e. Upon written notice from the Engineer, the Contractor shall complete all warranty items listed in the notice within fourteen (14) days. The notice period may be reduced to a few days if an item is critical. Also the notice period may be nothing if it is an emergency. If an emergency arises the Contractor shall address it immediately.

f. If the Contractor fails to complete warranty work within the notice period that is stated on the notice, the Owner may hire another contractor to perform the work and all cost associated with locating, hiring, and actual construction costs shall be borne by the Contractor.

Insert the following after Article 25.4:

a. The Contractor shall not be given phased or staged substantial completion as work is completed. All new infra-structure appurtenances which are installed under this Contract, whether operating or not, shall remain in the full control and responsibility of the Contractor until the entire project reaches substantial completion.

SPECIAL CONDITIONS

SC-27 - Insurance

Add the following to Article 27.2:

The Owner, Engineer and Engineer's Subconsultants shall be named as additional insured on the Contractor's Commercial General Liability insurance policy.

In addition to the individuals and entities specified, include as additional insureds, the following:

Underwood Engineers, Inc.
Tirey & Associates, P.C.
SMR Engineering, P.C.
Hooksett Sewer Commission
New Hampshire Department of Environmental Services (NHDES)

Add the following to Article 27.3:

Coverage amounts may be satisfied by excess or umbrella policies provided the Town of Eliot, Maine is listed as an additional insured on the excess/umbrella policy as well as the general liability policy.

Change the following in Article 27.6:

The second sentence shall read: "Such insurance shall not be cancelled or materially altered, except after 30 days written notice has been received by the Owner and the Engineer."

Insert the following article 27.7:

27.7.1 Installation Floater: For construction projects to which a "Builder's Risk" type of insurance is not applicable, the Contractor shall purchase and maintain an "Installation Floater" in an amount not less than the value of materials for the project covered under the policy.

27.7.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required herein;

27.7.3 At a minimum, the following should be named as additional insured:

- a. Hooksett Sewer Commission
- b. Underwood Engineers, Inc.

SPECIAL CONDITIONS

Insert the following to Article 27.8:

Underwood Engineers, Inc., the Engineer and Engineer's Subcontractors shall be named as Additional Insured on the Owners policy provided by the Contractor.

Insert the following after Article 27.8:

27.9.1 Waiver of Rights: Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraphs 27.2, 27.3 and 27.8 and any other property insurance applicable to the Work, and also waive all such rights against Subcontractors, Engineer, Engineer's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by Paragraph 27.4 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds. None of the above waivers shall extend the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

27.9.2 Policy Provisions: OWNER and CONTRACTOR intend that any policies provided in response to Paragraphs 27.2 and 27.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

Insert the following after Article 27.9.2:

27.10 Certificates of Insurance

- a. Contractor shall deliver to Owner, with copies to each additional insured identified in the Special Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- b. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

SPECIAL CONDITIONS

- c. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-28 - Contract Security

Insert the following paragraph to Article 28 of the General Conditions:

The payment bond and performance bond furnished by the contractor shall be in the form of the bonds shown on Page B-3.1 and B-3.2 and B-4.1 and 4.2, unless approved otherwise by the engineer.

The terms contained in the performance bond shall in no way invalidate the provisions of the contract documents or the right of the owner to terminate the contract as specified therein.

SC-35 - Use of Premises, Removal of Debris, Sanitary Conditions

Insert the words "and potable water" after the word "toilet" and before the word "accommodations"

Insert the words ", subcontractors and Engineer" after the words "use of his employees" and before the words "as may be necessary"

SC-36 - Quantities of Estimate

Delete Article 36 and **Replace** it with the following:

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.
3. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
4. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 21:

SPECIAL CONDITIONS

- a. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
- b. there is no corresponding adjustment with respect to any other item of Work; and
- c. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

SC-39 Errors and Inconsistencies in Contract Documents

Insert the following after Article 39.6:

39.7 For inconsistencies within drawings and/or technical specifications the more stringent requirement shall govern.

SC-58 – Work Performed at Night and on Sundays and Holidays

Insert the following after Article 58.2:

58.3 If not defined by the Owner, Holidays shall include the following. The Owner may have additional holidays:

- Memorial Day
- Independence Day
- The day before Independence Day if Independence Day is on a Tuesday. The day after Independence Day if Independence Day is on a Friday.
- Labor Day
- Columbus Day
- Thanksgiving
- Day after Thanksgiving

SC-59 - Laws to be Observed

Insert the following at the end of Article 59.1:

“This Contract shall be interpreted as a Town of Hooksett Contract and in accordance with the ordinances of the Town of Hooksett, NH.”

SPECIAL CONDITIONS

OTHER REQUIREMENTS

1. WORKING HOURS

- A. The Contractor shall not begin work until after 07:00 hours and no construction activities shall be allowed after 17:00 hours. All cleanup shall have been completed by this hour.
- B. No work shall be allowed on weekends or holidays.

2. EXISTING UTILITIES

- A. The location of the existing utilities shown on the Drawings is approximate and is based on information provided by others. It shall be the responsibility of the Contractor to locate all questionable utilities in the field by exploratory test pitting. Any utilities damaged by the Contractor's activities shall be repaired immediately by the Contractor at no cost to the OWNER.

3. OCCUPYING PRIVATE PROPERTY

- A. The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the Owner's property, the Town of Hooksett right-of-way, or easements obtained by the Owner, unless written consent of the property owner is obtained and a copy of such written consent is provided to the Owner prior to entry by the Contractor.

4. SITE SECURITY

- A. The Contractor shall be required to place temporary barriers or fencing (snow fence, fluorescent orange security fencing, etc.) around all storage yards at all times and around all equipment during non-working hours.

5. ROAD OPEN TO THROUGH TRAFFIC & MAINTENANCE OF DRIVEWAY ACCESS

- A. One full-width vehicle lane shall be maintained open for through-traffic at all times throughout the Contract period. At the end of each work day, all trenches shall be completely backfilled by the Contractor.

6. SCHEDULE

- A. The Contractor is responsible for submitting a proposed progress schedule to the Owner at the Preconstruction Conference or 10 days prior to the start of construction, at every Progress Meeting, and in accordance with Section 01310. If an updated schedule is not provided each month, it shall be grounds for withholding payment.
- B. The resident engineer will issue a monthly report on project staffing and progress. Should the Contractor fail to complete the project within contract time without a

SPECIAL CONDITIONS

valid justification for an extension, said Contractor shall be barred from bidding similar projects within the Town of Hooksett for a period of two (2) years.

7. PROJECT SIGN

- A. A project sign, as shown in specification section 01580, shall be placed at the site. The exact location shall be determined by the Engineer in the field.

8. PRECONSTRUCTION VIDEO

- A. The Contractor shall conduct a pre-construction video of the entire project work area in accordance with spec. Section 01381.

9. STAGING AREAS

- A. Arrangements made by the Contractor for staging/storage areas shall be private agreements between an individual property owner and the Contractor and shall not occur unless the Contractor provides the Owner with written evidence that such an agreement exists in advance of usage, which waives all liabilities to the Owner for any damages resulting from that use.

10. EXCAVATION, DEWATERING AND SHEETING

- A. Contractor shall submit plans for excavation, sheeting and dewatering and maintaining groundwater levels below the excavation(s) for review by the Engineer prior to the commencement of construction. The Contractor's submittal shall specifically address how/where the dewatering flow streams(s) will be discharged. If the dewatering flow stream is to be discharged directly to a surface water, a NPDES General Permit For Construction Dewatering Activity will need to be obtained by the Contractor prior to commencing dewatering operations. Contact Shelley Puleo at EPA Region 1 at (617) 918-1545.

11. DAVIS BACON WAGE RATES

- A. Part D of the Project Manual includes wage rate determinations for Building and Heavy Construction. This project will include work that falls into both the "Building" and "Heavy" wage rate categories. The "Building" wages shall apply to all work occurring on the interior and exterior of the Operations Building, the Chemical Feed Room, and the Electrical Room. The "Heavy" wages shall apply to all other work in the yard and within the process tanks.
- B. The Contractor will be responsible for keeping track of the work performed under each wage rate determination. The Contractor is responsible for designating which wage rates are applicable to each employee on each certified payroll, including subcontractor payrolls.

SPECIAL CONDITIONS

- C. The Contractor is responsible for preparing conformance requests for labor classifications not included in the applicable rates (for example, a Flagger rate may be needed under the Heavy determination for trench work).

12. NON-RESIDENT CONTRACTOR

- A. On Page A-2.5 in the Information for Bidders, add a Limited Liability Company (LLC) as an acceptable form of organization.

13. IFAS TANK CONCRETE REPAIRS

- A. Once the Contractor has removed all media and mixed liquor from IFAS Tanks No. 3 and No.4 he shall notify the Engineer. The Engineer will then perform an inspection of the tank wall and floor concrete and will issue a report and request pricing from the Contractor for the required concrete repairs. Repairs shall be completed and accepted by the Engineer before coatings are applied. NOTE: Cost for concrete repairs shall be billed under Bid Item No. 3. Coatings shall be included in the Contractor's bid price for Bid Item No. 1.

END OF SECTION