



Slip Line Proposal

From: E. J. Prescott, Inc. Tel. #207-582-4795 **Date:** 5.08.2023
P.O. Box 600 Fax. #207-582-4683
Gardiner, ME 04345 Job #24460-2272

Town of Henniker, NH
Leo Aucoin
roadagent@henniker.org
603-428-7200

Project: Re-lining of 2-61'x54" corrugated metal drain culverts located on Flanders Rd. in Henniker, NH.

Scope: The installation of 66'x42" HDPE Snap Tite solid wall liner pipe. The installation of 66'x42" HDPE Snap Tite solid wall liner pipe. After the completion of the liner pipe installation grout retaining concrete bulkheads will be constructed. 2" PVC vent, fill and observation ports will be installed thru the bulkheads. Cellular grout will be pumped into the annular space between the existing corrugated metal culvert and liner pipe. Once the annular space is deemed full the 2" PVC ports will be removed from the bulkheads and faced off with hydraulic cement to achieve a uniform finished look.

Items in Complete Installation Price:

1. Mobilization to and from site.
2. Traffic control.
3. Dewatering the site during bulkhead and grouting operations.
4. Furnish and installation of 66'x42" HDPE Snap Tite solid wall liner pipe.
5. Excavator and operator.
6. Traffic control.
7. Furnish and installation of 2" PVC vent and fill tubes.
8. Furnish and installation of 4 grout retaining concrete bulkheads.
9. Furnish and pumping of 29 cubic yards annular space cellular grout.
10. Leak stopping.

Items not in price:

1. Permits.
2. Prevailing wage rate.
3. Testing of any type.
4. Anything not specifically mentioned in "Items in Price".

Proposal Price for 42" Snap Tite Liner Install: \$54,000.00- Fifty-four thousand dollars and zero cents.

Please Note: Annular space grout is quoted at 16 cubic yards depending on which liner option is chosen. Any additional annular space grout will be charged at a rate of \$425.00 per cu/y to the customer. No additional annular space grout will be ordered or pumped until change order/permission from the customer is obtained.

Please Note: This price does not include prevailing wage rates.

Please Note: Due to the volatility of the HDPE resin and Grout market E.J.P / PPF cannot guarantee pricing. This price is based on current pricing & availability at this time.

E.J. Prescott technicians will not enter excavations unless contractor has taken every precaution to ensure 100% OSHA Compliance.

GENERAL TERMS AND CONDITIONS:

I. **General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.

II. **Terms: Net 30 days.** EJP Open Credit accounts are established for commercial, non-consumer use only. Unless an approved commercial Open Credit account is established, payment in good funds or approved check must be made before or at time of delivery. Commercial Credit terms are Net 30 days, no cash discounts allowed and no retainage is to be held. Service Charges commence after 30 days and are calculated on the last day of the month in which the 30th day falls. Service charge is 1 ½ % per month (18% a.p.r.) on the balance over 30 days of age. The buyer agrees to pay all costs and expenses of collection, including reasonable attorney's fees, and EJP claims a mechanic's lien under applicable state law. Interest will be charged at the rate of 1% per month – 18% per year on all balances over 30 days. The customer agrees to pay all costs and expenses of collection including attorney and court costs relating to the collection of this invoice. EJP Prescott general terms and conditions shall apply.

III. **Warranty:** The buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. EJP makes no express or implied warranties. EJP hereby disclaims all express or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will EJP be liable for personal injury or property damage or any other loss, damage, cost or repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, or repair of the products sold by EJP. Buyer acknowledges and agrees that under no circumstances, and in no event, shall EJP's liability, if any, exceed the net sales price of the defective product(s).

IV. **Labor:** On time plus material quotes, all labor is figured on straight time. Any overtime required will be at the expense of the customer.

V. **Site Conditions:** Unless specifically addressed above, this proposal does not include bypass, debris removal, permitting or traffic control. Access to the worksite for crew and equipment must be provided by others. Water supply must be supplied by others. Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

VI. **Insurance:** . Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and Public Liability Insurance on above work to be taken out by E. J. Prescott, Inc.

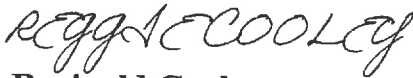
VII. **Indemnification:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify the Contractor for liability, loss and expense resulting from the Contractor's services if the Contractor is acting at the direction or instruction of the Customer. or where the primary cause of damages is due to information provided by the Customer.

VIII. **Customer Supplied Labor:** Where the Customer supplies labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of work in this Agreement.

IX. **Preexisting Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by backup of sewers) where the primary cause of claim or damage is preexisting conditions including faulty, inadequate, or defective design, construction, maintenance, or repair of property, or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service caused by the preexisting conditions at the jobsite.

X. **Environmental Conditions:** Any debris at the site is represented to Contractor to be non-hazardous requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of removed debris, or breach of the above representation, at any time during or after the completion of the project.

Respectfully submitted by:



Reginald Cooley

Plastic Pipe Fabrication, A Division of E.J. Prescott

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Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Signature: _____

Date: _____ Signature: _____



5.08.2023

Flanders Road Culvert Rehab Project-Henniker, New Hampshire

Crew/Company Qualifications:

1.- Sliplining Projects Inclusive of Pumping LDCG.

Orrington, ME.- Cemetery Lane
Brian Stoyell 207-745-4928

Monson, MA.- Alden Thrasher Rd.
Ben Murphy 413-335-7492

Hadley, MA.- Maple St.
Scott McCarthy 413-320-1860

Henniker, NH.- Main St.
Leo Acoin

New Sweden, ME.- Stockholm Rd.
Drew Blier 207-316-9925

2.-Safety

All PPF Crew On-Site have been OSHA 10 certified.
On-line training on grout pump operation have been completed.
Division Manager-Cody Gavett 8 years with PPF
On-Site Foreman-Jeremy Messer 2 years with PPF
Salesman-Reggie Cooley 8 years with PPF