

TOWN OF WEATHERSFIELD, VERMONT
REQUEST FOR PROPOSAL (RFP)
TO REPLACE CULVERT
on Lottery Lane

[RFP Released 10/7/2019, amended 10/23/2019; bids due by 1 PM on 12/02/2019]

The Town of Weathersfield (hereinafter the "Town") invites qualified firms to submit proposals for the replacement of an undersized, Tropical Storm Irene-damaged culvert located on Lottery Lane (Town Highway #11) 270 feet north of Vermont Route 131 in Weathersfield, Vermont. This work will involve the replacement of the existing structure as well as associated channel and roadway improvements. All work must be completed prior to October 1st, 2021, time being of the essence. Applicant to apply for and obtain all permits necessary to complete this project. Permit fees will be borne by applicant. (amended 10/23/2019)

Contractors will be responsible for the design, engineering and installation of the culvert replacement subject to all requirements and specifications set forth in a hydraulic study attached hereto dated September 16, 2019 and entitled: "**Weathersfield TH-11, Lottery Lane, over unnamed stream tributary of North Branch Black River site location 270 feet north of VT-131 GPS coordinates: N 43.409260°, W 72.503205°**". Engineering to be completed by State licensed engineer(s). Contractors shall furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, traffic control, erosion control, staging, disposal sites and services, mobilization/demobilization, bonds, insurance, and services required to perform the work as described in this RFP. Electronic PDF copies of the bid documents are available from Weathersfield Town Manager, Sven Fedorow (townmanager@weathersfield.org) (802-674-2626).

MANDATORY SITE VISIT: A mandatory site visit will be held at 9:00 AM on October 21st, 2019 at the project site. In the event of inclement weather, the site visit will be rescheduled for 9:00 AM on October 22nd, 2019. Please check weathersfieldvt.org where the postponement will be announced.

The Chosen Contractor shall be responsible for verifying and determining all utilities (above and below ground) within the project limits, and to take necessary precautions to protect utilities during construction. The Chosen Contractor shall contact DigSafe.

The Chosen Contractor shall be solely responsible for repairing or paying to repair any damage to private or public property sustained during and as a result of construction activities to original condition.

It is the Chosen Contractor's responsibility to comply with all OSHA and VOSHA requirements, maintain a safe job site, and protect the safety of the public.

The Chosen Contractor shall provide traffic control acceptable to the Town Engineer, including any required barricades, signs, and labor. All signs shall conform to MUTC standards.

All work performed by the Chosen Contractor shall comply with all federal, state, and local regulations and requirements. The Chosen Contractor shall review and understand all

applicable environmental permits and ensure that all construction conditions are met. The Chosen Contractor shall provide erosion control.

All dimensions and field conditions shall be verified by the Chosen Contractor prior to commencement of work. Any discrepancies or Contractor questions shall be brought to the Town Manager's attention before the start of construction.

No responsibility is assumed by the Town Manager or the Town for omissions or duplications by the Chosen Contractor or his subcontractors due to real or alleged error in arrangement of matter in specifications or in notes on the drawings.

The omission from the plans and/or specifications of express reference to any labor or materials reasonably to be inferred therefrom and necessary for the proper execution of the work shall not relieve the Chosen Contractor from furnishing them of a kind in keeping with the general intent of the work.

If an independent engineer is designated by the Town, the Town Engineer shall decide all questions which may arise as to the quality, quantity, acceptability, fitness and rate of progress of the several kinds of work and materials to be performed and furnished under the contract and shall decide all questions which may arise as to fulfillment of the contract on the part of the contractor. The Town Engineer's determination and decision shall be final and conclusive as to any and all issues which may arise under the contract.

Work must be completed prior to October 1, 2021, time being of the essence.

AMENDED BID DUE DATE: Sealed bids, clearly marked "Lottery Lane Culvert" on the outside, must be received no later than 1 PM on Monday, December 2nd, 2019, at the following address: Weathersfield Town Manager's Office, 5259 Route 5, Post Office Box 550, Ascutney, Vermont 05030. [Note: UPS and FedEx deliveries generally occur mid-afternoon, thus after the time bids are due at noon.]

Bids shall be opened at that time and are expected to be awarded by the Town Select Board by December 2nd, 2019. Unsealed, late, emailed, or faxed Bids will not be accepted. (Note: Do not submit Bids to Public Works Supervisor.)

Bids shall be submitted on the one-page Bid Response Form provided and must be signed by the Contractor or its authorized representative and be accompanied by the required Bid Bond. No lines on the Bid Response Form may be left blank. Failure to fully complete the Bid Response Form will render the bid non-responsive. In the event there is a discrepancy in the Lump Sum proposed between the "numerical price" and the "written price," the "written price" shall govern.

The contract, if awarded, will be awarded to the least costly, best qualified and most responsible proposer. In determining the "least costly, best qualified and most responsible proposer," in addition to price, the following may be considered:

1. The substantial performance of the proposer in meeting the specifications and other terms and conditions of the solicitation;

2. The ability, capacity and skill of the proposer to provide the services required, and to do so within the time specified;
3. The character, integrity, reputation, experience, financial resources and performance of the proposer under previous contracts with the municipality and elsewhere.

The Town retains the right to negotiate the price and the extent of the job prior to awarding a final contract.

The Chosen Contractor shall supply the Town with a Certificate of Insurance showing liability coverage no less than \$1,000,000. The Chosen Contractor shall cause the Town to be made an additional insured on the Chosen Contractor's liability insurance, on a primary and non-contributing basis. The Chosen Contractor shall, prior to a Purchase Order being issued, produce a certificate of insurance demonstrating same to the Town. The Chosen Contractor shall keep said insurance, and the Town's additional insured status, in full force throughout the course of the project. This Certificate of Insurance does not have to be provided at the time bids are submitted.

The Chosen Contractor shall either supply the Town with proof of Workers' Compensation insurance for all employees engaged in the work or shall sign a waiver form provided by the Town. This does not have to be provided at the time bids are submitted.

The plans are intended for construction by a Contractor with prior bridge/pre-cast culvert replacement experience. The Chosen Contractor may be required to provide references and demonstrate successful completion of similar work. The Chosen Contractor may be required to demonstrate that he or she consistently performs work using the highest quality of workmanship. The Chosen Contractor may be required to demonstrate that he or she owns or has access to the equipment required to perform this work.

In the case of a conflict between what was said, or purported to be said, at the site visit and the description of the project contained in this Request for Proposals and any Addenda issued, the description of the project contained in this Request for Proposals and any Addenda issued shall govern.

The chosen Contractor must be registered with the Vermont Secretary of State prior to being awarded a contract. If not already so registered, the chosen Contractor shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont. The contract will not be executed until the chosen Contractor is registered with the Secretary of State.

The Town reserves the right: (1) to accept or reject any or all Bids in whole or in part and to accept other than the lowest price proposal; (2) to amend, modify, or withdraw this Request for Bids; (3) to require supplemental statements or information from bidders; (4) to extend the deadline for responses to this Request for Bids; (4) to waive or correct any irregularities in this Request for Bids and/or in Bids received; (5) to negotiate separately with one or more

competing bidders; and (6) to award the bid deemed in the best interest of the Town. All bids, upon submission, become the property of the Town.

Mobilization and demobilization costs shall be included within the Lump Sum Bid.

Bid Bond: All Bids must be accompanied by a Bid Bond payable to the Town of Weathersfield. The Bid Bond must be enclosed in the same envelope as the Bid Response Form. The amount of the Bid Bond shall be five percent (5%) of the Lump Sum Bid.

Performance and Payment Bonds: The Chosen Contractor will be required to furnish both a Performance Bond and a Payment Bond each in the amount of 100% of the contract price. Upon receipt of these two bonds, the Town will issue a Purchase Order to the Chosen Contractor. The Purchase Order shall require the Chosen Contractor to warranty their work to be free from defects in material and workmanship for a period of one year from substantial completion.

The Chosen Contractor will be required to sign an acknowledgement of arbitration as part of the contract with the Town as follows:

DISPUTES/ARBITRATION: Any controversy arising out of or relating to this agreement or breach thereof shall be settled solely by binding arbitration with a single arbitrator pursuant to the rules of commercial arbitration of the American Arbitration Association. The parties shall mutually agree upon a single arbitrator. The arbitrator shall be empowered to decide any and all issues. The place of arbitration shall, if not mutually agreed, be Springfield, Vermont. Either party may invoke arbitration. The method to invoke arbitration shall be a written demand mailed or otherwise served on the opposing party. The arbitration shall be held as soon as is reasonably practicable after demand is mailed or otherwise served. In the event the parties are unable to agree upon a single arbitrator either party may petition Windsor Superior Court to appoint an arbitrator.

Contractor and Town shall sign the following Agreement:

ACKNOWLEDGMENT OF ARBITRATION.

We understand that this agreement between the Town of Weathersfield and _____ contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.”

Shop drawings and design calculations for all pre-cast products stamped by a professional engineer licensed in the State of Vermont shall be submitted for review and approval by the Town’s Engineer prior to fabrication. Shop drawings shall include all reinforcement, connection details, etc. for all pre-cast products.

The Chosen Contractor will be allowed to close the road to traffic during construction of the

culvert. Work shall be scheduled such that the road is closed to traffic for the shortest amount of time practical. The Chosen Contractor is responsible for maintaining access to all driveways during construction.

All erosion and sediment control shall be in accordance with the Low Risk Site Handbook for Erosion and Sediment Control, Vermont Environmental Conservation 2006 or most recent revision, and the Stream Alteration Permit, once issued.

Questions about this Request for Bids shall be directed by email solely to the Town Manager at townmanager@weathersfield.org. All contractor questions shall be provided to the Town Manager no later than noon on Tuesday, November 19th, 2019. The Manager's responses and any Addendum to this Request for Proposals will be provided by email no later than 3 PM on Monday, November 25th, 2019 to all contractors who attended the Mandatory Site Visit.

Attachments to this Request for Proposals: (1) a hydraulic study dated September 16, 2019, entitled "Weathersfield TH-11, Lottery Lane, over unnamed stream tributary of North Branch Black River site location 270 feet north of VT-131 GPS coordinates: N 43.409260°, W 72.503205°".

TOWN OF WEATHERSFIELD, VERMONT
REQUEST FOR PROPOSALS
TO REPLACE CULVERT on Lottery Lane (TH-11)
[Released 10/7/2019]

Bid Response Form – Page 1 of 1
[due by 1PM December 2nd, 2019]

Bidder's name, mailing address, and phone number:

Bidder's email address (to be used for all correspondence with Town):

The Lump Sum for the proposed work is:

Numerical price: \$ _____ Written Price: \$ _____

The Cubic Yard price for boulder removal (if encountered) will be:

Numerical price: \$ _____ Written Price: \$ _____

The Cubic Yard price for ledge removal (if encountered) will be:

Numerical price: \$ _____ Written Price: \$ _____

I acknowledge receipt of the following Addendum to the Request for Bids (if any have been issued by the Town Engineer):

Addendum Number(s):

All Bids must be accompanied by a Bid Bond payable to the Town of Weathersfield equal to five percent (5%) of the Lump Sum Bid.

The undersigned, having familiarized him/her self with the existing conditions affecting the work at the proposed site of the culvert on Lottery Lane, 270 feet north of Vermont Route 131 in Weathersfield hereby proposes to design, engineer, install, obtain all required permits and furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, traffic control, erosion control, staging, disposal sites and services, mobilization/demobilization, bonds, insurance, and services required to perform the work as set forth in this Request for Bids for the Lump Sum stated above as a "written price," with boulder and ledge removal (if encountered) paid by the cubic yard as extra costs as stated above as "written prices."

Signature of Bidder: _____

Date: _____