

TOWN OF SHARON, VT
REQUEST FOR PROPOSALS
BOX CULVERT REPLACEMENT
DESIGN/BUILD

Bids due 3PM, April 22, 2021

The Town of Sharon (hereinafter the “Town”) invites qualified firms to submit proposals for the replacement of an undersized box culvert located .5 miles east of I89 overpass on TH11 (Quimby Mountain Road). This work will involve the replacement of the existing structure, tree removal, as well as associated channel and roadway improvements.

Contractor will be responsible for the design, engineering, and installation of the culvert replacement subject to all requirements and specifications set forth in the 2018 VTRANS hydraulic study entitled “Sharon TH-11, Quimby Mountain Road, over unnamed tributary to High Pole Branch Site location .5 miles east of VT-14 (GPS Coordinates: N43.773626°, W 72.440385°) and associated permits.

Town staff has begun the process of obtaining required Stream Alteration and Army Corps permits. Contractor will be required to assist staff with obtaining these final approvals.

The Town of Sharon has procured a VTRANS structures grant to partially fund this project. All work must be completed by October 1, 2021, time being of the essence. Engineering for this project is required to be by State-licensed engineers.

There is no formal engineering estimate for this project. This is a lump sum bid project. The Town has a fixed budget allocation for the construction of this project. There will be no requests made to the Town for extra compensation. Mobilization and demobilization costs shall be included within the Lump Sum Bid.

HOW TO BID:

Obtaining RFP and specifications: An electronic PDF copy of this Request for Proposals may be viewed and downloaded from the Town of Sharon website home page at <https://sharonvt.net>, under “Bid Announcements”. You may also access the RFP via the VT Business Registry and Bid System site at <http://www.vermontbusinessregistry.com/> and upon email request to Margy Becker in the Sharon Selectboard Office at selectboard@sharonvt.net (802-763-8268 x 4). Please leave a message and we will call you back. Please do not request a copy of the RFP or specifications from the Sharon Road Foreman.

Mandatory Pre-Bid Meeting: Potential bidders must attend a pre-bid meeting and site visit with the Sharon Road Foreman and Stream Alteration Engineer, Scott Jensen, **on Wednesday, April 7, 2021 at 10:00AM**. Please email selectboard@sharonvt.net by 5PM the day before this site visit to indicate you are interested in participating. Should this meeting have to be cancelled due to severe weather, an announcement will be posted by 7:00AM on April 7 on the Sharon town website <https://sharonvt.net> homepage and shared via email.

- Bidders Questions: and clarifications of bid specifications as a result of the pre-bid site visit shall be directed to Road Foreman, Frank Rogers (802) 763-7194 or Scott Jensen, River Management Engineer at Scott.Jensen@vermont.gov or 802-490-6962. The deadline for questions from bidders is 5PM April 7st, 2021. The final bid addendum, if any, will be issued by Noon on Tuesday, April 13th.

Bid Submittal: Sealed bids clearly marked “Quimby Mountain Road Box Culvert” must be submitted on or before 3:00PM on Thursday, April 22, 2021 to Sharon Town Offices, 15 School Street, Sharon, VT 05065. (The Town Offices are located opposite the Park’n Ride at Exit 2.) Envelopes containing bids shall also be marked with the Bidder’s name and the date and time due for receipt of bids.

Bids shall be submitted on the one-page Bid Response form provided. **Bids must be accompanied by the required bid bond.** Bids must be signed by the Contractor or its authorized representative. The bid Response Form must be complete. 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. Unsealed, late, emailed, or faxed Bids will not be accepted. (Note: Please do not deliver bids to the Sharon Road Foreman at the Town Garage.) All bids, once submitted, become the property of the Town of Sharon.

Bid withdrawal: Bids may be withdrawn by written notice or facsimile machine transmission to (802) 763-8961 received at any time before the exact time set for opening the bids, provided that written confirmation of withdrawal include the authorized signature of bidder. A bid may be withdrawn in-person by a bidder or its authorized agent, if the identity of the person requesting withdrawal is confirmed before the exact time set for opening bids. Said person shall sign a receipt for the bid.

Bid opening: The Town Offices are not open to the general public at this time. Bids will be opened and read aloud at 3:00PM on April 22, 2021 by Town staff. A summary of bid results, inclusive of bidder name and lump sum bid, will be posted to the Sharon website at <https://sharonvt.net/> by 5:00PM and shared with bidders via email. The bid summary, as made public, will not be an indication of bidder “responsiveness”.

Bid Review and Award: Bids will be reviewed, and a bid award considered, during the May 3, 2021 Selectboard meeting or earlier.

The contract, if awarded, will be awarded to the least costly, best qualified, and most responsive proposer. In determining the “least costly, best qualified, and most responsive proposer”, the following qualifications will be considered:

- a. The substantial performance of the proposer in meeting the specifications and other terms and conditions of the solicitation;
- b. The ability, capacity, and skill of the proposer to provide the services required, and to do so within the time specified;

- c. The character, integrity, reputation, experience, financial resources and performance of the proposer under previous contracts with the Town of Sharon and elsewhere.

The Town reserves the right to reject any and all bids, if such action is deemed in the public's best interest. The Town also retains the right to negotiate the price and the extent of the job prior to awarding to final contract.

Signing the contract: The successful bidder shall sign the contract documents and return them to the Town of Sharon within 15 calendar days from the date of award. No contract shall be considered until it has been fully executed by all parties.

Contractor's failure to sign and return the contract, or failure to furnish the required contract bonds, within fifteen (15) calendar days after notice of award, shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid bond.

If the award or the contract is annulled, the Town of Sharon may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all provisions required to make it 'responsive' or advertise a new request for bids for the contract.

SCOPE OF WORK

Contractor 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.

Assess Existing conditions, preparation of survey, site plans, and culvert design for review and approval of Stream Alteration Engineer, and US Army Corps of Engineers – as required.

Contractor's responsibilities will include

- A. Completion of a basic topographic survey of culvert area in sufficient detail to document present and proposed conditions, ascertain a stream profile, the slope and preferred alignment of the proposed structure with regards to stream channel and roadway, and location of invert. Box installation will require stream reconstruction from outlet to High Pole Branch. Survey area shall extend from the existing culvert upstream to the culvert at Morrill Hill Road and downstream approximately 40 feet to the confluence with High Pole Branch.
- B. Preparation of site plans and drawings illustrating
 1. Existing conditions;
 2. Stream profile and elevations extending to the upstream culvert at Morrill Hill Road and downstream to the confluence with High Pole Branch and as otherwise directed by the Stream Alteration Engineer;

3. Proposed box culvert design, layout, grade, and alignment. Plans shall illustrate full structure replacement and required approach improvements. Any new structure should be properly aligned with the channel, span the natural channel width, and be constructed on a grade that matches the channel.
 4. Typical sections including the centerline of the stream channel through the culvert and the centerline of the road,
 5. Roadway details; plan(s) shall illustrate an assumed 3-rod right-of-way, so that the Town may get an initial indication as to whether temporary and/or permanent easements may be needed.
 6. Proposed extent of in-stream work, inclusive of proposed locations of coffer dams and water diversion means and methods.
 7. Erosion control plans. All erosion and sediment control shall be in accordance with the Stream Alteration Permit, once issued.
 8. Location of temporary easement areas required for construction and permanent easement areas, if any, required for future maintenance purposes.
- C. Submittal of stamped working drawings, survey, site plan(s), typical sections, proposed box culvert design plans, and other drawings as required for permitting purposes, to Scott Jensen (VT ANR River Management Engineer) for approval.

Stream Alteration Engineer Contact Information: Scott Jensen:
Scott.Jensen@vermont.gov or 802-490-6962.

Culvert fabrication shall NOT commence until Scott Jensen ensures Contractor's approach to design and layout ensures Contractor's proposal complies with state environmental standards for stream crossing structures. Regulatory authorities including the US Army Corps of Engineers may have additional concerns or requirements regarding this structure.

- D. Assist Sharon Town Staff with obtaining final Stream Alteration Permit approval from Scott Jensen. (Town to pay \$200 *permit registration fee*.) Assist Sharon Town Staff with obtaining a Cat 1 or Cat 2 Army Corps Permit, as required.
- E. Provide the Town with physical description and conditions for any necessary easements.

Final design, Fabrication and Delivery of Box Culvert

1. Fabrication of concrete box culvert, headwalls, footings by precast fabricator;
2. Inside dimensions of the box shall be in conformance with the above-referenced 2018 hydraulic study and finally stipulated by the Stream Alteration Engineer;
3. Joints between culvert sections shall be watertight;
4. Refer to VTRANS specifications for use of protection board and/or barrier membrane to be installed over box culvert joint section top surfaces as required;
5. The culvert shall be designed to HL-93 loading.

Excavations/Site Work Required for Installation of Box Culvert in compliance with associated permits.

Contractor's responsibilities will include stream diversion, excavation, existing structure removal and disposal of debris, crane set, alignment, and installation of precast concrete box culvert, wingwalls, cutoff walls, head walls, and backfill/slope stabilization. Sharon Road crew will perform final grading. Precast structures shall be installed in dry conditions.

Contractor's responsibilities will include, but not be limited to, the following:

1. Contact Dig Safe a minimum of 72 hours prior to construction;
2. Attend a pre-construction meeting as required by Scott Jensen, Stream Alteration Engineer and the Town of Sharon Road Foreman;
3. Stake construction limits;
4. Traffic control plan as agreed to by the Sharon Road Foreman. (Town staff will provide public notification of anticipated road closures);
5. Staging, inclusive of silt fencing and erosion control: The opening and use of off-site waste, borrow and/or staging areas shall be in compliance with current VTRANS Specifications for Construction. The Contractor and/or property owner shall obtain all necessary permits and clearances PRIOR to using off-site waste, borrow, or staging areas.
6. Completion of tree removal, as required;
7. Set-up dewatering measures;
8. Construct erosion or surface water controls, as required by the Stream Alteration Engineer or Sharon Road Foreman;
9. Complete culvert replacement, inclusive of backfilling stone at inlet and outlet, embankment filling/grading, stabilization of disturbed areas with seed, mulch and potentially including additional measures such as mulch netting for temporary slope protection on slopes steeper than 3:1, until areas are ready for permanent stabilization;
10. Complete streambed stabilization to the satisfaction of the Stream Alteration Engineer;
11. Complete roadway reconstruction in association with the Sharon road crew;
12. Install final landscaping and final stabilization measures;
13. Contractor shall continuously inspect and maintain all erosion and sediment control measures as outlined or stipulated by the Stream Alteration Engineer.

GENERAL PROJECT SPECIFICATIONS

AVAILABILITY OF LANDS FOR WORK, Etc.: The Town of Sharon is presuming that construction limits for this project will fall within the right-of-way to Quimby Mountain Road. Should plans and layouts, once completed by the designer/culvert fabricator, indicate construction limits or access for future maintenance shall infringe upon abutting private lands, the Town will acquire, and pay for as necessary, temporary construction easements or permanent access easements as required. All work on this project must be within the limits of the work depicted on plans/drawings as approved by the Stream Alteration Engineer or within the Town's right-of-way. Work outside of the limits of work will be at the Contractor's expense, if not previously approved by the Stream Alteration Engineer.

BONDS:

Bid Bond: All bids must be accompanied by a Bid Bond payable to the Town of Sharon. 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.

Failure to submit a bid bond with the bid shall result in rejection of the bid. Bid bonds of the two (2) lowest bidders that have submitted proposals that comply with all requirements for “responsive” bids will be retained until the contract and bonds have been signed by all parties. Bid bonds submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all proposals may be rejected and all bid bonds may be returned.

Contract bonds:

Performance and Payment Bond: The Chosen Contractor will be required to furnish both a Performance Bond and a Payment Bond each in the amount of 100% of contract price.

The Payment Bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract. The Performance Bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract. The form of the bonds shall be acceptable to the State of Vermont. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

COMPLIANCE WITH STATE AND FEDERAL LAWS, REGULATIONS: 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 at all times during construction. 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 set forth in those permits are met, inclusive of erosion control.

CONSTRUCTION DEADLINE: All work associated with this project must be completed by October 1, 2021.

DAMAGES TO PROPERTY: The chosen contractor shall be solely responsible for repairing and paying to repair any damage to private or public property sustained during and as a result of construction activities.

DISPUTES/ARBITRATION: The chosen contractor will be required to sign an acknowledgement of arbitration as part of the contract with the Town of Sharon 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 upon, shall be Sharon, 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 the Town of Sharon shall sign the following Agreement:

ACKNOWLEDGEMENT OF ARBITRATION.

We understand that this agreement between the Town of Sharon and _____ (“Contractor”) 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.”

INDEMNIFICATION - INSURANCE

Indemnification:

The CONTRACTOR shall indemnify and hold harmless the Town of Sharon, and its agents and employees, from and against all claims, damages, losses, and expenses - including attorney’s fees – arising out of or resulting from the performance of the work pursuant to this RFP and subsequent contract, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by, or is attributable to, any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town of Sharon, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen’s Compensation acts, disability benefit acts or other employee benefit acts.

Insurance

Workers compensation: with respect to all operations performed under this Contract with the Town of Sharon, *Contractor and its subcontractors* shall provide and keep in force workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, *Contractor and its subcontractors* shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

Comprehensive General Liability and Property Damage: with respect to all operations performed under this Contract with the Town of Sharon, *Contractor and its subcontractors* shall provide and keep in force Personal Injury and Property Damage Insurance for all activities of arising out of or in connection with this Contract, written on a broad form comprehensive general liability basis in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence. Liability Coverage for underground damage, explosion, collapse and demolition, shall be required on this Contract. Coverage will be in the amount of \$1,000,000 for each person. The Contractor shall assume full liability for any and all damage or injury to persons or property cause either directly or indirectly by the use of explosives by the Contractor.

Automotive Liability: *Contractor and subcontractors* shall provide and keep in force automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with this Contract. Limits of coverage shall not be less than \$500,000 combined single limit and not less than \$1,000,000 combined single limit.

Additional insured: all insurance policies required under this contract shall be endorsed with the following specific language:

- i) The Town of Sharon, VT is named as an additional insured for all liability arising out of the operation by or on behalf of the named insured, and his policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
- ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.
- iii) The insurance provided herein is primary, and no insurance held or owned by the Town of Sharon shall be called upon to contribute to a loss.

All insurance policies required under this Contract shall be endorsed with the following language: "This policy shall not be canceled without first giving thirty (30) days prior notice to the Town of Sharon, VT, c/o Board of Selectmen, P.O. Box 250, 15 School Street, Sharon, VT 05065, by certified mail".

The following documentation of insurance issued or countersigned by a Vermont-licensed agent shall be submitted by Contractor to the Town of Sharon prior to commencement of construction to the Town of Sharon as follows:

- i) A certificate of insurance for Worker's Compensation Insurance for Contractor.
- ii) A certificate of insurance showing the limits of additional insurance coverages as required and cited in this Contract.

PROJECT WORK HOURS: Daily work hours shall be between 7:00AM and 7:00PM, Monday through Friday, unless otherwise approved by the Town of Sharon.

STANDARD SPECIFICATIONS: This contract will be governed by VTRANS 2018 Standard Specifications for Construction, as modified.

TRAFFIC CONTROL: The chosen contractor shall provide traffic control acceptable to the Sharon Road Foreman, including any required barricades, signs, and labor. All signs shall confirm to MUTCD standards. The Contractor will be allowed to close the road to traffic during construction, upon consent by the Sharon Road Foreman to a mutually-agreed upon traffic control plan.

UTILITIES: The chosen contractor shall be responsible for verifying and determining all utilities (above and below ground) within the project limits, and for taking all necessary precautions to protect utilities during construction. The Chosen contractor shall contact Dig Safe 72 hours in advance of construction.

WARRANTY PERIOD: The chosen contractor shall remedy and defects in the work and pay for any damage to other work resulting from those defects, which appear within the warranty period of one (1) year from the certified date of final completion by the Town.

RETAINAGE: The Town of Sharon, upon its discretion, retain final payment of up to 10% of contract price until the project is certified as complete by the Sharon Road Foreman and Stream Alteration Engineer.

RFP Attachments:

1. A hydraulic study dated December 11, 2018 prepared by Cassidy Cote, VTRANS Hydraulics Engineer
2. Photos of Existing Culvert
3. Bid Form

TOWN OF SHARON, VT
BID RESPONSE FORM
QUIMBY MOUNTAIN RD BOX CULVERT REPLACEMENT
(due by 3:00PM April 22, 2021)

Bidder’s name, mailing address, and phone number, and email address to be used for all correspondence with the Town:

The Lump Sum for the proposed work is:

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

I acknowledge receipt of the following Addendum to the Request for Proposals (if any have been issued):

Addendum Number/Date:

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

Proposed project schedule: _____

Competent Contract Supervisor: _____ years exp. _____

Listing of Proposed subcontractor(s):

_____;

_____;

_____;

Contractor shall list below the successful completion of similar projects, inclusive of location, type of structure, contact information for the Town of Sharon. (Bidder may feel free to provide attachments to this bid form with this information.)

1. _____

2. _____

3. _____

(Signature of Bidder & Date)

(Title of Bidder)

(Company Name)

(Street/P.O. Box)

(Town, State, Zip)

(Phone)

(Email of Bidder contact)

(Fax#)