

# **NOTICE AND INSTRUCTIONS TO BIDDERS**

01/17/2017

## **Town Highway 1 (Churchville Road) Culvert Replacement Project**

- 1. LOCATION:** Town Highway 1 (Churchville Road), Hancock, VT
- 2. TYPE OF CONSTRUCTION:** Construction of new town highway bridge to replace existing culvert on Churchville Road (TH1) in Hancock, VT. Work includes removal of existing culvert including associated concrete headwalls, wingwalls and inlet apron; and construction of new 26'-4" wide x 39'-0" long reinforced concrete slab deck bridge on cast-in-place concrete abutments, re-grading of roadway approaches, and all associated road, bank, stream and erosion control work. Churchville Road will be closed during construction; therefore, a temporary by-pass road is not required.
- 3. CERTIFIED CHECK OR BID BOND:** A certified check in the amount of 5% of the Contractor's bid not to exceed \$50,000 or a bid bond furnished by the Contractor's surety for a like amount, payable to the Town of Hancock is required with the Bid. Check will be returned upon execution of the Contract. Bid bonds shall be provided on forms supplied by the Bidder that conform with the American Institute of Architects A.I.A., Document No. A-310.
- 4. PROJECT PLANS AND DOCUMENTS:**  
A hard copy of the project plans, the advertisement for bid, and all other bid documents may be seen at the Hancock Town Office, 1027 VT Rte 100, Hancock, VT 05748. Electronic copies of said documents will be emailed to all bidders present at pre-bid meeting who furnish their email address on the form provided.
- 5. BID FORMS:** All Bids shall be submitted on the attached forms. No lines on the Bid shall be left blank. All pages of the Bid forms must be completed. Failure to complete the Bid will render the Bidder non-responsive, and the Bid will not be read. The OWNER may waive any informalities or minor defects or reject any or all bids. In the event there is any discrepancy in the Proposal between any price in words, figures, or the extended totals, the price in words shall govern and the extended totals in each case shall be corrected accordingly. A conditional or qualified bid will not be accepted.
- 6. ALTERNATE BRIDGE DESIGN/CONSTRUCTION PROPOSALS:**  
No alternate design and/or construction proposals are allowed.
- 7. QUESTION AND ANSWER PERIOD:** All inquiries must be submitted by phone or email to the owner's representative noted below by Friday, February 17 at 12 pm. Answers to the questions submitted by the deadline will be responded to via email by Friday, February 24 at 12 pm in the form of an addendum. The addendum so issued shall become part of the Contract Documents.

Owner's representative:

T.R. Fellows Engineering  
Attn: Cricket McCusker, P.E.  
Mobile Phone: 802-318-7853  
Email: cricket@trfellows.com

- 8. BID DUE DATE:** Sealed bid proposals, on forms included herein, can be delivered in hard-copy form (3 copies) or by email. Hard-copy and email bids will be received until 2:00 pm prevailing local time on Tuesday, March 7, 2017 at the Hancock Town Offices:

Physical Location:

1027 Vermont Route 100  
Hancock, VT 05748

Mailing Address:

PO Box 100  
Hancock, VT 05748

Email:

hancoctwnclerk@yahoo.com

Bids will be opened and read aloud publicly at the Town of Hancock Selectboard Meeting on Tuesday, March 7, 2017. The meeting begins at 6 pm.

- 9. WITHDRAWAL OF BID:** A bid may not be withdrawn by the Bidder for a period of sixty calendar days after the bid opening.
- 10.** This project is funded by a Community Development Block Grant – Disaster Recovery through the U.S. Department of Housing and Urban Development (DR-IG-2014-Hancock-00009), and the State Granting Agency (Agency of Commerce and Community Development). The grant is an agreement between the State of Vermont and the Town of Hancock. Federal compliance requirements include the Davis Bacon Act, including its prevailing wage and reporting requirements. Davis Bacon construction wage rates for VT150044 01/02/2015 VT44 will apply (see attached). Additional compliance is required with all other applicable federal labor requirements including the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act. The selected contractor will be registered with [www.SAM.gov](http://www.SAM.gov) and not be on the Federal or State of Vermont debarment list. This grant is funded by an equal opportunity/affirmative action agency. Please see attached “Grant Requirements” document for further information regarding project requirements. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, national origin, sexual orientation or familial status. Women, minority-owned and Section 3 businesses are encouraged to submit bids.
- 11.** All work must be completed in accordance with all applicable permits. Permits are by Town and Project Engineer.
- 12.** The OWNER will be responsible for payment in accordance with the terms of the Contract.
- 13. BID SELECTION CRITERIA:**  
The contract, if awarded, will be awarded to the least costly, best qualified and most responsible bidder. In determining the “least costly, best qualified and most responsible bidder,” in addition to price, the following may be considered:
1. The substantial performance of the bidder in meeting the specifications and other terms and conditions of the solicitation;
  2. The ability, capacity and skill of the bidder 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 bidder under previous contracts with the Town of Hancock (if applicable) and elsewhere.

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. Contractor shall not assign or subcontract the performance of this project or any portion thereof to any other contractor without the prior written approval of The Town of Hancock.

The Owner 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 waive or correct any irregularities in Bids received, after prior notice to the Bidders.

All plans, maps, data, reports, databases, and materials used or created for this project will be delivered to, and become the property of the Town of Hancock.

- 14. PROJECT SCHEDULE:** The contractor will be selected on or around Monday, March 20, 2017. Construction is to occur during Spring 2017. Project shall be 100% complete no later than August 15, 2017. Project may begin as soon as allowed by Town, Engineer and VT ANR River Management Engineer in 2017 but only after the Notice to Proceed is issued. In stream work shall begin no sooner than the date given in the applicable permits and/or as agreed upon with the State of VT ANR River Management Engineer.
- 15. PERFORMANCE and PAYMENT BOND:** A Performance Bond and a Payment Bond, each for 100% of the Bid value, will be submitted at the time of Contract award. Irrevocable Letters of Credit for 100% of the Bid value may be substituted by the CONTRACTOR for each of the Bonds. The Payment Bond (or Irrevocable Letter of Credit) will not be released until satisfactory evidence has been provided to the OWNER (Town of Hancock) that all outstanding debts, liens, and judgments incurred by the CONTRACTOR for the performance of SUBCONTRACTORS, or supplies and materials incorporated into the Work have been paid. The Performance Bond (or Irrevocable Letter of Credit) will be held in force for one year after the Substantial Completion and will serve as warranty of the Contract. The Irrevocable Letter of Credit for Performance (if used in place of a Performance Bond) may not be reduced or released prior to completion of the one year warranty period unless authorized by the OWNER (Town of Hancock) and approved by the Lending Authority.
- 16. SUBMITTAL OF BID FORMS:** All Bids shall be submitted in email or hard copy form. Hard copies will be received by standard mail or hand delivery.
- 17. GENERAL INFORMATION:**
  - a. Firewood:** Firewood and logs created by project construction activities shall become the property of the Contractor and shall be transported off site to an appropriate location determined by the Contractor.
  - b. Staging:** Contractor can temporarily store fill and materials on Churchville Road above and below the project site. All areas on which fill is stored shall be returned to their original pre-construction condition.

- c. **Surplus clean fill:** Upon completion of the project and as needed throughout the duration of construction, the Contractor shall transport all surplus clean fill to an approved disposal area. Disposal area shall be approved by Town and Engineer.
- d. **Insurance Requirements:** As noted previously, Contractor shall furnish the Town of Hancock with proof of insurance within (5) calendar days from award of bid. The chosen Contractor shall supply the Town of Hancock with a Certificate of Insurance showing liability coverage no less than \$1,000,000 as well as proof of Workers' Compensation insurance for all employees engaged in work.
- e. **Disposal of Existing Culvert:** Contractor shall remove and dispose of existing culvert at an approved disposal location. Disposal area shall be approved by Town and Engineer.