

**REQUEST FOR BIDS**  
**Town Pond Dam Rehabilitation**  
Waitsfield, Vermont  
**February 5, 2009**

The Town of Waitsfield (OWNER) is seeking bids for the rehabilitation of the Town Pond dam. This construction project entails installing appropriate environmental controls and pond water management systems; excavating through the earthen embankment to remove the existing corrugated metal pipe spillway inlet shaft and outlet pipe; installing a new reinforced concrete inlet shaft, outlet pipe, and attached drain and valve assembly; reconstructing the compacted earthen embankment; and restoring the site.

Additionally, to address routine maintenance of the pond, the OWNER is soliciting bids for dredging, dewatering of sludge and disposal of the pond bottoms. This work is a separate bid item requested by the OWNER and is not listed in the dam rehabilitation design plans.

A complete set of bid documents prepared by Weston & Sampson Engineers, Inc., of Waterbury, Vermont, (ENGINEER) is available at the Town Office or can be downloaded from the Town's Web site at [www.waitsfieldvt.us/news](http://www.waitsfieldvt.us/news). There will be a mandatory pre-bid site meeting at 8:00 a.m., Thursday, February 12, 2009 at the dam site (Route 100 and Carroll Road in Irasville).

**I. RESPONSIBILITIES OF BIDDER**

1. BIDDER shall furnish all the material, supplies, tools, equipment, labor, testing, other services and incidental fees necessary for the construction and completion of the bid items described herein and on the related contract drawings.
2. BIDDER shall be licensed in the State of Vermont for their respective professions.
3. BIDDER to obtain all permits and notify Dig Safe and local utilities.
4. BIDDER shall covenant to provide all commercially reasonable forms of insurance, and prior to commencement of the project, including workers' compensation insurance as required under Vermont law, and shall produce a certificate of insurance to the OWNER, naming OWNER as a co-insured at least one week prior to performing work on Site. The BIDDER shall covenant, for itself and any subcontractors that BIDDER engages for this project that it is in compliance with applicable laws, regulations and ordinances.
5. BIDDER shall repair any damages incurred from services under this contract to the full satisfaction of the OWNER.
6. BIDDER shall maintain a clean work area and remove all construction debris and equipment at the completion of work.
7. BIDDER shall make every effort to minimize negative impacts on the adjoining businesses.
8. BIDDER to coordinate scheduling and location of equipment with the OWNER.

9. BIDDER shall prepare and submit to ENGINEER the following documents within one month of performing work on SITE:
  - a) A written narrative with sequence of work and schedule.
  - b) Shop drawing submittals for all equipment and component specified on the contract drawings. No work shall commence without approval of specified equipment by ENGINEER.

## II. SCHEDULE

1. Consideration of BIDS, acceptance, and entry into a definitive agreement is conditioned upon voter approval of funds necessary to finance the project and the expiration of all statutory rescission/reconsideration periods.
2. BIDDER shall complete the PROJECT as soon as possible with final completion and closeout by September 1, 2009.
3. BIDDER shall agree to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter during which the project is not complete and ENGINEER is required to provide oversight services.

## III. SUBMITTAL OF BID

1. Bids must be submitted to the Waitsfield Town Office, 9 Bridge Street, Waitsfield, VT 05673 no later than Wednesday, February 25, 2009, 4:30 p.m. Bids sent by fax or e-mail will not be accepted. For more information, contact Town Administrator Valerie Capels at (802) 496-2218 or [townadmin@madriver.com](mailto:townadmin@madriver.com).
2. A full-size set of construction plans is available for review at the Town Office or can be purchased for \$20. A reduced version can be found on-line at [www.waitsfieldvt.us/townpond](http://www.waitsfieldvt.us/townpond).
3. A mandatory pre-bid meeting is scheduled for **Thursday, Feb. 12, 2009, 8:00 a.m. at the site.**
4. The OWNER reserves the right to give due weight to such subjective and objective considerations as it chooses at its sole discretion in determining which BID is most favorable to the OWNER and may award the CONTRACT to a BIDDER whose total base bid price is higher than the lowest responsible bid price.
5. The OWNER reserves the right to reject any and all bids. This solicitation in no way obligates OWNER to award a contract.
6. If approved by Waitsfield voters on March 3, the OWNER shall notify the selected bidder by Wednesday March 10, 2009.

**BID**

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The OWNER reserves the right to give due weight to such subjective and objective considerations as it chooses at its sole discretion in determining which BID is most favorable to the OWNER and may award the CONTRACT to a BIDDER whose total base bid price is higher than the lowest responsible bid price. This solicitation in no way obligates OWNER to award a contract.

*A Performance Bond and a Payment Bond, each for 100% of the Bid value, will be submitted at the time of Contract award, preferably by a carrier admitted in Vermont. 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 letter of credit) will not be released until satisfactory evidence has been provided to the OWNER 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 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 Performance Bond) may not be reduced or released prior to completion of the one year warranty period unless authorized by the OWNER and approved by the Lending Authority.*

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Item No.	Estimated Quantity	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
1	lump sum	Dam Rehabilitation, completed project	\$
		(dollars)	
		and	
		(cents)	
		(\$ )	
2	30 cu.yds.	Dredging, dewatering and disposal of pond bottoms, per cu.yd.	\$
		(dollars)	
		and	
		(cents)	
		(\$ )	

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for \_\_\_\_\_ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

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(Attach supplementary list if necessary)

3. The Bidder is requested to state below what work of a similar character to that included in the proposed contract he or she has done, and give references that will enable the OWNER to judge his experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.					
d.					
e.					
f.					

Town of Waitsfield Request for Bids  
Town Pond Dam Rehabilitation  
February 2009

Bank reference

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Bank)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone No.)

Respectfully submitted by:

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name - Typed or Printed)

\_\_\_\_\_  
(Title)

(SEAL - if bid is by a corporation)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Federal ID Number)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009, a  
copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the Owner  
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse  
and repay the Owner all outlay and expense which the Owner may incur in making good any  
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed hereunder or the Specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which (No.)

shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

By: \_\_\_\_\_(s)

Address:

\_\_\_\_\_  
Witness as to Principal

Address

\_\_\_\_\_

Surety

ATTEST:

By:  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

Address

\_\_\_\_\_  
Address

NOTE: The date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
Principal,  
(Corporation, Partnership or Individual)

and

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009, a  
copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
Subcontractors, and corporations furnishing materials for or performing labor in the prosecution  
of the Work provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the construction of such  
Work and all insurance premiums on said Work, and for all labor performed in such Work  
whether by Subcontractors or otherwise, then this obligation shall be void; otherwise to remain  
in force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which (No.)

shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_(s)

Address: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

Address

\_\_\_\_\_

Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

Address

\_\_\_\_\_  
Address

NOTE: The date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

## INSURANCE

CONTRACTOR'S liability Insurance and Workmen's Compensation shall comply with the Vermont statutory limits.

Before the CONTRACTOR commences work the insurance company shall send to the OWNER, a certificate indicating that the required insurance is in force and stating that the policies will not be materially changed, become nonrenewable or canceled without thirty (30) days advance notice by registered mail to the OWNER. The representative signing the certificate shall furnish evidence that he is authorized to so sign as well as his address and the name of the agency or agencies through which the insurance was obtained.

Minimum limits of liability of General Public Liability and Property Damage Insurance including vehicle coverage:

	<u>Each Occurrence</u>	<u>For Any One Occurrence</u>
(a) Bodily injury, including death, at any time resulting there from sustained by anyone person	\$1,000,000	
(b) Such damage (as in (a)) sustained by two or more persons		\$1,000,000
(c) Property damage sustained by any one person	\$500,000	
(d) Such damage (as in (c)) sustained by two or more persons		\$500,000