

**TOWN OF WESTFORD, VERMONT  
LIBRARY SEPTIC TANK REPLACEMENT  
REQUEST FOR BIDS**

August 25, 2016

**Advertisement and Instructions to Bidders**

You are invited to submit a bid for the Library Septic Tank Replacement for a town owned building in Westford, Vermont.

All bids shall be accepted by Nanette Rogers, Town Clerk at the Town of Westford, Town Office, 1713 Vermont Route 128, Westford, VT 05494 until **4:00 PM on Thursday, September 15, 2016** at which they will be opened and publically read out load.

Each bid shall be submitted in a separate sealed envelope and marked on the outside with the words "Sealed Bid – Westford Library, Septic Tank Replacement Project". Failure to submit bids on the required forms or on time may be cause for rejection of the bid.

Before submitting a proposal, bidders shall carefully examine the drawings, read the Request for Bids, visit the work site, and fully inform themselves as to all existing conditions. Bidders shall include in their bid a sum to cover the cost of all work necessary to complete the septic system replacement project.

All bids must be submitted on the attached bid form. No lines on the bid may be left blank.

There is no pre-bid meeting scheduled, but bidders may visit the site on their own to familiarize themselves with conditions.

Bid documents can be obtained from the office of Green Mountain Engineering:

Theresa Charest  
Green Mountain Engineering, Inc.  
1438 South Brownell Road, P.O. Box 159  
Williston, VT 05495  
Tele: (802) 862-5590  
Fax: (802) 862-7598  
email: tcharest@gmeinc.biz

**Project Description**

The library is owned by the Town of Westford. The building has a failing steel septic tank.

A replacement septic system was designed by Green Mountain Engineering and permitted by the State of Vermont. The Contractor shall provide all labor, equipment, and materials necessary to provide all work shown on Drawings (1-2) prepared by Green Mountain Engineering, dated June, 2016 and specified herein.

The project consists of the removal of an existing 500 gallon steel septic tank and installation of a new 1,000 gallon septic tank with effluent filter and other appurtenances. Also to be replaced is a 3/4" waterline with new sleeve because of separation distance issues.

The project work under this Contract will involve close coordination with the design engineer, Kevin J. Camara, P.E., Green Mountain Engineering, Inc. (802-862-5590) ([kcamara@gmeinc.biz](mailto:kcamara@gmeinc.biz)).

## **Contents**

The following information is attached and included in this Request for Bids:

- *Bid Form/Agreement*
- *Notice to Proceed*
- *Certificate of Final Acceptance of Work*
- *General Requirements*
- *State of Vermont, Potable Water Supply and Wastewater Disposal Permit*
- *Project Plans*

## **Schedule**

The Town is anticipating to review the bids and select the Contractor at its next Selectboard meeting on September 22, 2016. The Contractor shall complete the project by November 1, 2016.

## **Terms and Conditions**

1. The work shall be performed in accordance with the attached plans and specifications.
2. The Contractor will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project as described.
3. The contract will be awarded based on the lowest responsible Total Contract Price in Words written on the Bid Form. The Town reserves the right to negotiate the work stated in this proposal as deemed necessary, to reject any and all bids, to waive any informality and to award a contract deemed to be in the best interest of the Town of Westford.
4. The Town of Westford is exempt from sales tax on products permanently incorporated in work. The Contractor may obtain sales tax exemption certificate number from the Town. The Contractor shall pay all legal costs and assessed penalties for improper use of exemption certificate number.
5. The Contractor shall perform and complete in good and workmanlike manner all work required in connection with the project. Failure to do so may result in the Town declaring the contract in default. In the event of default the Contractor will be liable to the Town for the cost of completion.
6. The Contractor guarantees for a period of one (1) year from the date of completion of the contract that the work is free from defects due to faulty materials or workmanship. The Contractor shall make all necessary corrections or repairs to correct any defects.
7. The Contractor shall indemnify and save harmless the Town and the Town's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

8. The Contractor shall assume primary responsibility for the supervision of work and shall perform any liaison with all third parties for the furtherance of this project.
9. The Contractor shall have full and sole responsibility under this contract for any subcontracts which the Contractor may let.
10. The Contractor agrees not to sublet or assign this work except in accordance with the bid documents without the written consent of the Town.
11. The Contractor is responsible for compliance with all applicable State of Vermont wage and labor laws.
12. Contractor certifies that it is in compliance with Federal Motor Carrier Safety Administration regulations for Controlled Substances and Alcohol Use and Testing and Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Parts 382 and 40, and that all employee drivers of Contractor who are required to have a Commercial Drivers License and operate a Commercial Motor Vehicle, as defined in 49 C.F.R. Part 383, for the contracted service described in this agreement are currently participating in a drug and alcohol testing program pursuant to those regulations.
13. In order to protect the lives and health of its employees under the Contractor, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA Safety and Health requirements.
14. The Contractor alone shall be responsible for the safety and security at the work site.
15. All changes affecting the project's construction cost or length of time, or modifications of the terms or conditions of the contract, must be authorized by means of a written contract change order which is mutually agreed to by the Town and Contractor.
16. A one-time payment will be made to the Contractor after completion of all services and final acceptance of work by the OWNER. The total amount of the payment shall be the amount of the Contract plus the value of all changes as reflected in approved contract change orders, excepting such sums as may be lawfully retained by the Town. Payment will be made within fourteen (14) days after the first Selectboard meeting after final acceptance.
17. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part thereof, or any breach of said Contract shall be referred to (designated and agreed upon party), whose decision and award shall be final, binding and conclusive upon all parties.
18. Termination:
  - a. The Town may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for the reasonable value of all the work completed.
  - b. Upon completion of the work or upon termination of the contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Town at the expense of the Contractor.

19. Insurance:

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - i. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - iv. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
  - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- b. Certificates of Insurance acceptable to the Town shall be filed with the Town prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Town.

**Contacts**

Any questions on this Request for Bids should be directed to:

Kevin J. Camara, P.E.  
Green Mountain Engineering, Inc.  
1438 South Brownell Road, P.O. Box 159  
Williston, VT 05495  
Tele: (802) 862-5590  
Fax: (802) 862-7598  
email: kcamara@gmeinc.biz

**TOWN OF WESTFORD, VERMONT  
LIBRARY SEPTIC TANK REPLACEMENT  
BID FORM / CONTRACT**

To: Town of Westford (herein after called OWNER).

Proposal of \_\_\_\_\_ (herein after called BIDDER), organized and existing under the laws of the State of \_\_\_\_\_, conducting business as a (corporation, partnership, or individual).

By submission of this BID, the BIDDER certifies that its BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, and to waive any and all informalities in bidding.

BIDDER agrees to hold its BID for sixty (60) calendar days from the date of receipt of BIDS, without withdrawing or revising its BID.

Upon acceptance of this BID by the Owner, the BIDDER shall become the CONTRACTOR and the document entitled Request for Bids including all Terms and Conditions, Technical Specifications, and Plans shall become the contract between the CONTRACTOR and OWNER.

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM NO. \_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_ DATED: \_\_\_\_\_

List of Subcontractors (if any) \_\_\_\_\_

BIDDER agrees to perform all the WORK for the following lump sum price:

Item No.	Estimated Quantity	Unit	Brief Description of Item With Unit Price Written in Words	Unit Price in Figures	Total Amount in Figures
1	1	L.S.	Westford Town Library Septic Tank Replacement Project		
			_____		
			Lump Sum	\$ _____	\$ _____

TOTAL CONTRACT PRICE IN FIGURES \$ \_\_\_\_\_

TOTAL CONTRACT PRICE IN WORDS \_\_\_\_\_

**(BID FORM/CONTRACT CONTINUED)**

The "TOTAL CONTRACT PRICE IN WORDS" is the basis for Bid Comparison.  
BIDDER by signature below, presents this BID for consideration by the OWNER.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

CONTACT PERSON (Print): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED AGENT (Print): \_\_\_\_\_

AUTHORIZED AGENT (Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

(Do not write below this line - for use by the OWNER)

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The signature below acknowledges acceptance of the BID and that this Bid Form/Contract incorporates all other Contract Documents as part of the Request for Bids shall constitute the Contract between the Parties.

Compensation for the work to be performed shall be the "TOTAL CONTRACT PRICE IN WORDS".  
Compensation shall be:

WORDS: \_\_\_\_\_

**OWNER ACCEPTANCE AND AWARD**

OWNER:      Town of Westford  
                 1713 Vermont Route 128  
                 Westford, VT 05494

AUTHORIZED AGENT (Print): \_\_\_\_\_

AUTHORIZED AGENT (Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
(Contractor)

Date of Issuance: \_\_\_\_\_

Project: Westford Library Septic Tank Replacement

You are hereby notified to commence all WORK on this date in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_. The date of completion of all WORK is \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Town of Westford  
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FINAL ACCEPTANCE OF WORK**

Agreement Date: [redacted]

Project Name: Westford Library Septic Tank Replacement

Completion Date per Agreement and Change Orders: [redacted]

**FINAL CERTIFICATION OF CONTRACTOR**

I hereby certify that the Work as identified in the Final Payment for the Construction Contract dated [redacted], 20[redacted] represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Contract and authorized changes. All subcontractors and suppliers have been paid in full.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**FINAL ACCEPTANCE OF OWNER**

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$[redacted] and direct the Contractor's attention to Terms and Conditions #6. The guaranty for all Work expires one (1) year from the date of this Final Acceptance (unless there are extended warranties as required elsewhere in the contract provisions).

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



## **General Requirements**

1. The entire work provided for in this Specification and on the Contract Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. It is not intended that the Contract Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.
2. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name or by reference to recognized industry standards. To ensure that the specified quality of product is furnished and installed in accordance with design intent, submittals of design data and materials shall be provided for review for compliance to the specification. The Contractor shall furnish the following submittals:
  - a. PVC Pipe
  - b. Precast concrete structures including risers, covers and effluent filter
  - c. Copper Pipe
3. The contractor shall provide 7-day notification of mobilization to the project site.
4. The contractor is responsible for contacting Dig Safe. No excavation is authorized until after Dig Safe has marked all existing utilities. Underground utilities locations as shown on the plans are approximate only. Prior to construction, the contractor shall notify owners of adjacent utilities when prosecution of work may affect them. The contractor shall excavate test pits as necessary to locate existing utilities. The contractor is responsible for the expense of protection and/or relocation of any utility necessary for construction the project. No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from utility appurtenances or the operation of moving them by the utility companies.
5. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private) whether or not they are show on the contract plans. All damage, injury or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Town at the contractor's expense.
6. The Contractor shall limit the timeframe that the building cannot use the septic system to no more than three (3) days.
7. The work and the adjacent areas affected thereby shall be kept cleaned up so as always to be in a neat and sanitary condition and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
8. Erosion control and soil restoration shall be in accordance with the State of Vermont "Low Risk Handbook for Erosion Prevention and Sediment Control". Dust control at the work site is the responsibility of the Contractor.