

**Old Stage Road Culvert Replacement & Paving  
Request for Proposals  
July 22, 2022**

**Town of Westford  
1713 VT Route 128  
Westford, VT 05494**

**General Description:**

The Town of Westford invites you to prepare a bid for the replacement of two culverts and repaving approximately 3,500 feet of Old Stage Road.

**Scope of Work:**

All work shall conform to the [engineering plans](#) and the latest versions of [Vermont Agency of Transportation Standard Specifications for Construction](#) and the [Town of Westford Town Road & Bridge Standards](#).

1. Replace existing culvert with one new (1) 36" HDPE culvert at station 7+24 (culvert to be provided by the Town).
2. Replace existing culvert with one new (1) 18" HDPE culvert at station 15+52 (culvert to be provided by the Town).
3. Mill existing asphalt and use the RAP as surface course. Regrade road surface.
4. Pave with 2½" type II base, 1½" type III top.
5. The Contractor shall supply all materials (except the two culverts), equipment, and labor in accordance with the engineering plan.
6. The Contractor shall contact DigSafe before work commences to ensure there are no buried utility lines.
7. The Contractor is required to provide all traffic control, construction warning signs, and associated barricades and traffic cones.
8. The Contractor shall submit with their bid a signed copy of the Town's Hold Harmless Agreement, and the Bidders Qualification form. Copies of each are provided within this bid package.

**Time Frame:**

The work shall occur between September 1, 2022 and September 30, 2023. No work shall be performed between October 31, 2022 and April 30, 2023.

Preference is to have the two culverts installed before October 31, 2022 (to allow for settling before paving) and paving occurring between May 1, 2023 and September 30, 2023.

**Bid Submission Guidelines:**

Bid submitted shall:

1. Briefly address the scope of work.

2. Bidder shall use the attached Bid Form.
3. Each bidder shall include with the bid, a list of three similar projects and three reference individuals with whom the Town may speak, as demonstration of qualification to undertake the project.

Bid must be received by **3:00 p.m.** on **Wednesday, August 17, 2022** using one of the following methods:

1. Electronically - [townadmin@westfordvt.us](mailto:townadmin@westfordvt.us) (please identify the RFP by putting *Old Stage Road Project* in the subject line); or
2. USPS/UPS/FEDEX - Town of Westford, 1713 VT Route 128, Westford, VT 05494; or
3. Deliver to the Westford Town Office. There is a drop box that can be used after hours.

**Receipt of Bids & Contractor Selection:**

Bids will be received by the Town Administrator at the Westford Town Office until **3 p.m. on August 17, 2022**. The Town Administrator will open the bids and create a spreadsheet of the bids received. Said spreadsheet will be available upon request.

The Selectboard plans to review the bids received and select the Contractor at their August 25, 2022 meeting. Bid amount will be the primary factor in the selection process; however, other factors (e.g., quality of proposal, qualifications, reference checks, etc.) will also be considered. The Town reserves the right to make the selection based on all factors and may not necessarily choose the lowest bid. The Town reserves the right to reject any and all bids deemed not to be in the best interest of the Town.

1. No bidder may withdraw their bid within 45 days after the date bids are opened and read.
2. The prospective bidders are responsible for inspecting the site and for reading and being thoroughly familiar with this scope of work and the bid documents.
3. The failure or omission of a bidder to do any of the foregoing shall in no way relieve the bidder of any obligation with respect to the bid.

**Insurance Requirements:**

The Contractor and any sub-contractors shall provide and maintain in force, the following insurance coverages:

1. Statutory Workers Compensation Insurance including Occupational Disease and Employers Liability with limits of at least \$1,000,000 for each occurrence.
2. Commercial General Liability, including but not limited to, Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of at least \$1,000,000 Combined Single Limit for each occurrence. Completed operations liability shall be kept in force for one year.
3. Commercial Auto Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits of at least \$1,000,000 Combined Single Limit for each occurrence.
4. The Contractor must list the Town as Additional Insured on their Commercial General Liability Policy and Commercial Auto Liability Insurance Policy.

5. The Contractor shall provide the Town with Certificates of Insurance, as required above, prior to signing a contract. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be cancelled, materially changed or not renewed without 30 days written prior notice and 10 days for non-payment of premium.
6. The Contractor shall provide the Town with a Certificates of Insurance, as required above, prior to the commencement of the Agreement.

**Additional Conditions:**

1. If the work is defective, or if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, the Town may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
2. In the event the Town is dissatisfied with the slow progress or inconsistency in the performance of the work, with respect to the completion of the various aspects of construction, the Town shall give the Contractor written notice in which the Town shall specify the cause for dissatisfaction. Should the Contractor fail or refuse to remedy the matter within five days after the Contractor receives the written notice, the Town shall employ such additional help as the Town deems advisable. In such events, the Town shall be entitled to collect from the Contractor, any expenses in completing the work.
3. The Contractor shall guarantee all work and materials for a period of one year from the date of completion of the work.
4. The Contractor agrees not to sub-contract or assign any portion of the work without written consent of the Town.
5. The Town shall retain 10% of the project cost until the work is accepted as complete. The Town shall not unreasonably withhold such acceptance.
6. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work, all equipment, waste materials and rubbish resulting from the operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the Town, at the expense of the Contractor, may do the same.

**Contact Information:**

Bid Submission/Selection

Nanette Rogers – Town Administrator  
(802)878-4587  
[townadmin@westfordvt.us](mailto:townadmin@westfordvt.us)

Technical Information

John Roberts – Town Road Foreman  
(802)879-4306  
[road\\_foreman@westfordvt.us](mailto:road_foreman@westfordvt.us)

**Town of Westford - Old Stage Road Culvert Replacement & Paving  
Bid Form**

Bidder agrees to perform all the work described in the contract document for the following unit prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Mobilization (Max 15% of Total Bid) UNIT PRICE (written)	\$ _____  _____
2	Install New 36" HDPE culvert (culvert provided by Town) UNIT PRICE (written)	\$ _____  _____
3	Install New 18" HDPE culvert (culvert provided by Town) UNIT PRICE (written)	\$ _____  _____
4	Milling existing asphalt. Reuse for surface course. Grade and compact. UNIT PRICE (written)	\$ _____  _____
5	Old Stage Road paving 2 1/2" type II, 1 1/2" type III UNIT PRICE (written)	\$ _____  _____
<b>Total Project Amount</b>		\$ _____
<b>Total Project Amount (written)</b>		_____

All unit prices above shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work called for on the contract drawings and specifications. We hereby certify that we did not enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding. The Total Base Bid will determine the low bid.

The above proposal is hereby respectfully submitted by:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Date

**Town of Westford - Old Stage Road Culvert Replacement & Paving**

**Hold Harmless Agreement**

The Contractor shall and does hereby agree to indemnify, save harmless and defend the Town of Westford from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town, or the Town and the Contractor, or which the Town may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town and/or the sole negligence of the Town's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

\_\_\_\_\_  
Authorized Representative of Contractor

\_\_\_\_\_  
Printed Name

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

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