

ROOF REPLACEMENT AND ALTERATIONS
WOODSTOCK WASTE WATER TREATMENT PLANT
MAXHAM MEADOW
WOOSTOCK, VERMONT

February 28, 2019

Instructions to Bidders

Proposed Roof Replacement and Alterations Woodstock Waste Water Treatment Plant Maxham Meadow Woodstock, Vermont

BIDS will be received by the Town of Woodstock (here-after called the "Owner") at the office of the Town Manager, located at 31 The Green; Woodstock, Vermont at 2:00 PM, **Thursday March 28th, 2019** at which time those bids received will be publically opened and read aloud.

BIDS must be submitted in a sealed envelope addressed to the OWNER as follows: Woodstock Town Manager, and bearing the name of the BIDDER with the BIDDER'S full address.

If a BID is forwarded by mail, a sealed envelope containing the BID, as instructed above, must be enclosed in another sealed envelope addressed to the OWNER as follows: Town of Woodstock, c/o Woodstock Town Manager; PO Box 488; Woodstock, VT 05091; Attn: Bid Opening. If a BIDDER chooses to forward a BID via email, it must be forwarded to Phil Swanson, Town Manager, at phil@townofwoodstock.org and copied via email to the Architect.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the completed BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified, shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

All questions by prospective BIDDERS as to the interpretations of the INFORMATION FOR BIDDERS, Form of PROPOSAL, Form of CONTRACT, Plans, Specifications or BONDS, must be submitted in writing to the ARCHITECT at least seven (7) days before the date herein set for the opening of the BIDS. Failure of any BIDDER to receive any such ADDENDUM or interpretation shall not relieve such BIDDER from any obligation under its BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

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 total in each case shall be corrected accordingly. No BID will be accepted which does not contain a price for each item in this PROPOSAL.

Prospective BIDDERS and their agents will be permitted to make, at their own responsibility and expense, such borings, soundings or other investigations over the site of the proposed work as they deem necessary. They must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the WORK and as to the actual quantities required for the construction. Prices bid shall include every and all costs for the construction complete between the limits indicated on the plans and/or as set out in the specifications.

At the time of the opening of BIDS, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings and CONTRACT DOCUMENTS (including all ADDENDA). The failure or omission of any BIDDER to receive or examine any form, instrument, or documents shall in no way relieve any BIDDER from the obligation in respect to its BID.

The ARCHITECT shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the Conditions of the Contract.

The party to whom the Contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement.

The OWNER, within ten (10) days of receipt of the Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such a party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as it deems necessary to determine the ability to the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT, shall apply to the Contract throughout.

This PROJECT is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the BIDDING DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall, in no way, relieve any BIDDER from any obligations in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUB-CONTRACTORS when requested to do so by the OWNER or ARCHITECT.

Whenever it may be written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment SUPPLIER or manufacturer is willing to provide BOND or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of a failure.

The BIDDER'S attention is directed to the AGREEMENT FORM which contains requirements, provisions, policies and permits applicable to WORK under this CONTRACT.

Access to the overall exterior and interior project construction site during the bid period of March 8, 2019 thru March 28, 2019 by CONTRACTORS or SUB-CONTRACTORS will be permitted by the OWNER during normal weekday daylight working hours only with advance notice.

INSURANCE REQUIREMENTS: Prior to commencing work, the CONTRACTOR shall demonstrate that it and its subcontractors or consultants, if any, carry:

COMPREHENSIVE GENERAL LIABILITY: CONTRACTOR carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage applicable to the work performed under this CONTRACT.

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The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth in the contract agreement.

MOTOR VEHICLE LIABILITY: CONTRACTOR carries automobile insurance covering Contractor-owned and non-owned vehicles used by the CONSTRUCTION MANAGER with policy limits of not less than \$1,000,000 per claim and in the aggregate.

WORKER'S COMPENSATION: CONTRACTOR shall provide proof of workers' compensation insurance that meets State of Vermont required limits. The CONTRACTOR'S workers' compensation coverage must waive subrogation against the TOWN and its officials, agents, volunteers and employees.

The CONTRACTOR will furnish to the TOWN a CERTIFICATE of INSURANCE and an endorsement prior to executing the CONTRACT or commencing work, demonstrating that the TOWN OF WOODSTOCK, VERMONT and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.

The TOWN OF WOODSTOCK, VERMONT shall not be required to insure the CONTRACTOR, any subcontractor, or any professional service provider. A 30-day notice is required for cancellation and/or material change of coverage sent directly to The Town of Woodstock; PO Box 488; Woodstock, VT 05091 Attn: Town Manager.

Pre-qualified GENERAL CONTRACTOR BIDDERS may purchase bidding documents (plans and specifications), as discussed within "Invitation to Bid" at the Bidder's expense from Ace Blueprint Service, Inc.; Glen Road Plaza; One Glen Road/Box 2; West Lebanon, NH 03784; Telephone (603) 298-6678; Fax (603) 298-6598; Email bill@aceblueprint.com. No partial sets of bidding documents will be issued.

It is the sole responsibility of interested parties to review the full sets of BIDDING DOCUMENTS with the bidding CONTRACTORS to determine the full extent of the subcontract work involved.

ADDENDA: During the Bidding Period, addenda may be issued by the Architect and distributed by Ace Blueprint Service, Inc. to all Bidders of record. The Architect will not distribute Addenda directly to Bidders. It is the responsibility of all Bidders, contractors, sub-contractors, and material suppliers to provide relevant contact information to Ace Blueprint Service, Inc. so that Ace Blueprint Service, Inc. may deliver issued addenda.

This project is being bid by invitation only by pre-qualified Bidders. Refer to the attached pre-qualified BIDDER'S list in "INVITATION TO BID".

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The OWNER and/or ARCHITECT will be responsible for obtaining the local building and zoning permits.

The Project ARCHITECT is:

Barrett Architecture, P.C.
215 Gates-Briggs Building
PO Box 55
White River Junction, VT 05001

5 South Main Street
White River Junction, VT 05001

Attn: Frank J. Barrett, Jr. A.I.A.
Tel. (802) 296-0004
frank.j.barrett@myfairpoint.net

The project CONSULTING STRUCTURAL ENGINEER is:

T.R. Fellows Engineering
PO Box 56, 974 Brook Street
Rochester, VT 05767

Attn: Kristin F. McCusker, P.E.
Tel. (802) 318-7853
krocket@trfellows.com