

INVITATION FOR BIDS
for
Temporary Forcemain Removal & Restoration of Site

Date of Issuance:	March 29, 2024
Issued by:	City of Burlington, Department of Public Works, Water Resources
Location:	53 Lavalley Lane, Burlington, VT 05401
Questions due:	April 12, 2024 at 2:00pm
Due Date for Bids:	April 19, 2024 at 2:00pm
Issuing Point of Contact:	Ashley Walenty, Water Resources Engineer 53 Lavalley Lane Burlington, VT 05401 (802) 495-9976 awalenty@burlingtonvt.gov

I. PROJECT BACKGROUND

The City of Burlington’s (“City”) inverted sewer siphon that crosses the Winooski River broke during the July flood events that occurred throughout the state of Vermont. To mitigate the continuous discharge of raw sewage in the Winooski River, the City hired an on-call contractor to install a temporary forcemain to pump the sewage from the start of the sewer siphon, near the end of Plattsburgh Ave, to the North Wastewater Treatment Plant (North WWTP) located at the end of North Avenue at 3080 North Avenue. The City’s contractor installed approximately 4,800LF of 12-inch diameter fused HDPE pipe, above ground to act as the temporary bypass piping for the broken inverted sewer siphon. The pipe runs above ground, with the exception of driveway crossings, where the pipe was trenched across the driveways to allow full time access to the affected properties and ultimately discharged into an above ground precast vault located at North WWTP. This precast vault was used to decrease the velocity of the sewage from the forcemain to protect the existing infrastructure located at the North WWTP. Approximately 1,000 LF of the pipe runs over the private property located at the River’s Edge Condominium Association (Association), using a temporary easement with the City and the Association. The temporary bypass forcemain was taken out of service in November 2023 following a successful temporary repair to the inverted river siphon.

II. SCOPE OF WORK

The City is seeking Bids for the removal of the temporary bypass pump forcemain piping and all associated fittings. The work shall include but is not limited to removal of the bypass piping in its entirety, full restoration of all driveway crossings and trenches in accordance with Exhibit H - Drawing D1 – Temp Bypass FM Pavement Restoration Details, restoration of fencing at the North Wastewater Treatment Plant and landscape restoration. The City is also requesting bid costs for an add alternate to remove the 2,500 gallon, 13’ x 7’ x 6.5’ precast concrete detention vault located at the North WWTP. The City is seeking qualified construction teams that can perform all aspects of the removal of the 12” HDPE pipe, including excavation, traffic control, site maintenance, landscaping, and all other tasks necessary for a complete project in accordance with the contract documents.

a. Additional Requirements

- Perform work in accordance with the attached City ordinances (Exhibits C thru E).
- Perform work in accordance with the applicable rules, regulations, codes, and ordinances of local, state and federal authorities, and in accordance with the requirements of public utility corporations having jurisdiction over the work.
- Submit Exhibit F – Pre-Qualification of Construction Contractor Application
- The contractor is required to submit an Erosion Prevention and Sediment Control (EPSC) permit and implement the practices laid out therein to minimize discharge of sediment from the site. City permitting is now digital and can be found at <https://burlingtonvt.viewpointcloud.com/>.
- The contractor is required to submit an Excavation Permit and ROW Obstruction Permits. The contractor is required to develop a traffic control plan and implement the traffic control plan as part of the permit process.
- The contractor shall notify the City and the River’s Edge Condominium Association at least 1-week prior to start of the work.
- The contractor shall schedule a meeting with the River’s Edge Condominium Association’s Property Management team and the City prior to the start of the work to review the scope of work and expectations for landscaping restorations.
- The contractor shall restore the fence at the North Wastewater Treatment Plant in the area where the HDPE enters the facility.
- For all work at the North Wastewater Plant, the contractor shall meet with operations staff at the North Wastewater Plant to review the work plan and the timing of the work.

b. Site Visit

There will not be a mandatory site visit. The contractor may visit the site on their own or schedule a site walkthrough with the point of contact person, see information below:

Ashley Walenty, PE
C: 802-495-9976
E: awalenty@burlingtonvt.gov

Please note that since a portion of the pipeline is located within private property the City is requesting that interested contractors do not enter the private property without prior coordination with the point of contact person.

III. RESPONSE FORMAT

Contractors are encouraged to be concise. All bids must include, at a minimum, the following:

1. Completed bid form including prices for each item, contact information and signature by an authorized representative for the Contractor.
2. Signed Livable Wage, Outsourcing, and Union Deterrence Certifications with the bid sheet and described in the Supplemental General Conditions.
3. Completed Burlington Prequalification of Construction Contractor Application.

Note that the selected Contractors shall be also required to submit insurance certificates with acceptable coverage limits naming the City as an additional insured as outlined in Exhibit C (Burlington Standard Contractor

Conditions) and may be asked to provide a client list if they have not already done work in the City of Burlington.

IV. CONTRACTOR SELECTION

Bids will be reviewed and evaluated by City staff based on the information provided in the bid. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications. The City reserves the exclusive right to select or reject a Contractor that it deems to be in its best interest to do so. The City will award the project to the most advantageous bid from a responsible and responsive bidder. All bids shall be in full compliance with all applicable requirements of Federal, State and local laws. The City reserves the right to further negotiate the price bid.

No bid will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

V. SUBMISSIONS

a. Deadline for Receipt of Bids

All replies and quotes in response to this IFB must be received via email with subject heading "**Temporary Forcemain Removal & Restoration of Site**" to point of contact (shown below) no later than 2:00 pm (EST), on April 19th, 2024, at which time all submitted materials will be opened and recorded. Bids will not be opened publically. *All bids must be received ELECTRONICALLY by the point of contact by the required deadline.*

Ashley Walenty, PE, Water Resources Engineer
(802) 495-9976
awalenty@burlingtonvt.gov

Late bids will not be accepted under any circumstances. It is the responsibility of the contractor submitting replies and bids to ensure that the point of contact has received a completed bid by the required deadline.

b. Answers to Questions and Revisions to Request for Bid

Questions concerning this IFB must be made via email to Ashley Walenty, awalenty@burlingtonvt.gov, Water Resources Engineer by April 12th, 2024, at 2:00 PM. It is the responsibility of the prospective bidders to contact **Ashley Walenty** via email to verify receipt of questions. Based upon such inquiry the City may choose to issue an Addendum. Any revisions, addendums and answers to questions received will be posted to the City's website in the same location as the original IFB announcement. In addition, revisions will be posted on the City's RFP web page <http://burlingtonvt.gov/RFP/>.

VI. EXHIBITS

- A. Draft Contractor Agreement**
- B. Burlington Standard Contractor Conditions**
- C. Livable Wage Ordinance Certification**
- D. Outsourcing Ordinance Certification**
- E. Union Deterrence Ordinance Certification**

- F. Burlington Prequalification of Construction Contractors**
- G. North Plant Siphon Bypass Pump Forcemain Alignment Drawings**
- H. Drawing D1 – Temp Bypass FM Pavement Restoration Details**
- I. River’s Edge Condo Association Easement Agreement Executed 8/4/23**

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the contractor is registered with the Secretary of State's Office.

Prior to beginning any work, the contractor shall obtain Insurance Coverage in accordance with the Burlington Standard Contract Conditions (Exhibit C). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Standard Contract Conditions (Exhibit C) and the attached Draft Agreement (Exhibit A).

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Invitation for Bids.

X. COSTS ASSOCIATED WITH BIDS

Any costs incurred by any person or entity in preparing, submitting, or presenting a bid are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XI. INDEMNIFICATION

Any party responding to this Invitation for Bids is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Invitation for Bids will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. REJECTION OF BIDS

The City reserves the right to reject any or all bids, to negotiate with one or more parties, or to award the contract to the bid the City deems will meet its best interests, even if that bid is not the lowest bid. The City reserves the right to re-advertise for additional bids and to extend the deadline for submission of the bids. This Invitation for Bids in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Invitation for Bids shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the contractor may proceed without any modification being made to the bid or contract documents.

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a bid is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

BASE BID FORM - Temporary Forcemain Removal & Restoration of Site

Contractor: _____ Address: _____

Contact: _____ Telephone/Email: _____

Subcontractor(s), if applicable: _____

BASE BID

BID ITEM NUMBER	DESCRIPTION	EST. QTY	UNIT	COST PER UNIT	SUBTOTAL
1	Mobilization/Demobilization	1	LS		
2	Removal of 12" Fused HDPE	1	LS		
3	Driveway Restoration – Asphalt	8	EA		
4	Driveway Restoration – Gravel	1	EA		
5	Concrete Sidewalk Panel	3	EA		
6	Trench Patch Restoration	50	SY		
7	Landscape Restoration	1	LS		

TOTAL LUMP SUM BASE BID (SUM OF ITEMS 1 THROUGH 7): _____

ADD ALTERNATE #1: REMOVAL OF PRECAST DETENTION VAULT: _____

TOTAL LUMP SUM OF BASE BID AND ADD ALTERNATE #1: _____

NOTES:

1. The lowest responsive and responsible bidder will be determined by the Total Bid Amount which is the sum of the Base Bid Items 1 through 7 and the Add Alternate Item 1. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.
2. If there is any discrepancy between the unit price quoted by the bidder and the extended price, the City shall use the quoted unit price and shall recalculate the extended price and total bid accordingly for purposes of determining the lowest responsive, responsible bidder.
3. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation (“VTrans”) 2024 Standard Specification for Construction (the “Standard Specifications”), unless modified in these Contract Documents.
4. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that his 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.
5. BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED and to fully complete the PROJECT by July 15th, 2024. Liquidated damages as described in Section 108.12 of the Standard Specifications will be applied to work that is not completed within the easement area by the project completion date. If necessitated by circumstances beyond the contractor’s reasonable control, the City will consider extending the project completion date within 2024 for all areas outside of the easement area. We anticipate the NOTICE TO PROCEED will be issued by May 2024.
6. Except as otherwise modified by the Contract Documents, the Standard Specifications shall be incorporated into the Contract Documents as though fully set forth.
7. BIDDER hereby agrees and understands that it has been given notice that an agreement entered into pursuant to an award under this request for proposals is intended to be a multi-fiscal year agreement under which the obligations of the City to make payments shall be a current expense of the City in the fiscal year the expense is to be paid and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, statutory limitation or requirement, or the City’s charter. BIDDER further understands and agrees that nothing contained in a such contract shall constitute a pledge of the credit or tax revenues, funds or monies of the City, that the decision whether or not to budget and appropriate funds during each fiscal year of the City is and shall be within the discretion of the governing body of the City, that the obligations of the City under the contract are subject to annual appropriations by the governing body of the City and that an act of non-appropriation shall act to terminate the contract under the terms of the agreement.

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 City 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 City and approved by the Lending Authority.

BIDDER acknowledges receipt of the following ADDENDUM:

By signing this bid sheet, the Contractor agrees to abide by all specifications and conditions in these Contract Documents.

Signature

Title

Date

PAYMENT BOND

KNOW ALL PERSONS 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 _____, 20____, 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 SUBCONTRACTOR 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 hereunder
or the SPECIFICATIONS accompanying the same shall in any wise affect 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 shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal Secretary)

(Seal)

Witness as to Principal

Address

ATTEST:

Witness as to Surety

Address

Principal's Printed Name

By: _____(s)

Address: _____

Surety

By: _____

Attorney-in-Fact

Address: _____

NOTE: 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 of Vermont.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(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 _____, 20____, 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 affect 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 shall be deemed an original, this the _____ day of _____, 20_____

ATTEST:

Principal's Printed Name _____

(Principal Secretary) _____

(Seal)

Witness as to Principal _____

Address _____

By: _____(s)

Address: _____

Surety

ATTEST:

By: _____

Attorney-in-Fact

Address: _____

Witness as to Surety _____

Address _____

NOTE: 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 of Vermont.

NOTICE TO PROCEED

To: _____
(CONTRACTOR)

Date of Issuance: _____

Project: _____

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 _____

By: _____
(Printed or Typed Name)

By: _____
(Signature)

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
(Name of CONTRACTOR) on this ____ day of _____, 2024.

By: _____
(Printed or Typed Name)

By: _____
(Signature)