

INVITATION TO BID

Town of Milton



Department of Public Works

2019

Bear Trap Road Bridge Project

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Invitation for Proposals**Bear Trap Rd Bridge**

Sealed bids from contractors shall be accepted until **10:00am, prevailing time on August 27, 2019** at the Town of Milton Offices, 43 Bombardier Road, Milton Vermont, in the Town Managers office. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left hand corner:

“Bid Documents: Bear Trap Rd Bridge”

Each BID must be accompanied by a certified check payable to the Town of Milton for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

PROJECT LOCATION:

Town of Milton, Vermont

At the intersection of Bear Trap Road & West Milton Road

TYPE OF CONSTRUCTION: The scope of the work consists of replacing the failed fabric joint and replacing sheared/bent/missing bolts.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before **November 1, 2019**.

LOCATION OF CONTRACT DOCUMENTS: The Contract Documents may be examined at the office of the **Milton Town Offices at 43 Bombardier Road, Milton, Vermont**.

OBTAINING PLANS: Digital Drawings, Specifications, and other Contract Documents may be obtained upon application by calling or emailing the Municipal Project Manager, Ashley Toof, AToof@miltonvt.gov or (802) 891-8043, at the Milton Department of Public Works, on or after **August 9, 2019** during normal business hours.

CONTRACT TIME: If awarded the Contract, the Contractor agrees to complete the work in its entirety by **November 1, 2019**.

PREBID CONFERENCE: There will be a pre-bid meeting at **10:00 AM on Tuesday, August 20, 2019**, at the corner of Bear Trap Road and West Milton Road.

QUESTIONS: During the advertisement phase of this project all questions shall be addressed solely to the Municipal Project Manager (MPM): Ashley Toof, Milton Public Works Engineer, (802) 891-8043, AToof@miltonvt.gov.

All questions must be submitted before August 21, 2019 at 2:00PM. Questions received after this time may not be answered. Questions will be responded to in a bid addendum distributed by MPM to all plan holders via email. It is the responsibility of the

bidder to ensure that a valid email address is submitted to the MPM. The bidder shall acknowledge receipt of all addenda in the bid form.

CONSTRUCTION PROGRESS MEETINGS: No construction progress meetings will be required.

Instructions for Bidders
Bear Trap Road Bridge Project

1. INVITATION TO BID

- a. The Town of Milton will receive sealed bids for the Bear Trap Road Bridge Project.

2. BID FORM

- a. Each proposal shall be made on a form prepared by the MPM and contained in the section entitled proposal and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- b. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless deemed necessary. Oral proposals or modifications will not be considered.

3. INTERPRETATION OF DOCUMENTS

- a. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, a written request (via email) for an interpretation or correction thereof may be submitted to the Town Manager up to three (3) days prior to the Bid Date. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be emailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the MPM will be responsible for any other explanations or interpretations of the Contract Documents.

4. INFORMATION NOT GUARANTEED

- a. All information indicated on the Contract Drawings and in the Specifications relating to existing conditions has been compiled from sources and by methods considered to be reliable. However, there is no expressed or implied agreement that this information is correct, and it is understood that conditions in the field may vary from those indicated by the information available prior to construction. It is the intent of this Contract that the Contractor assumes all risks that may be encountered in the work.

5. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT TO SITE

- a. Before submitting a Proposal, Bidders shall carefully examine the Plans, Specifications, and other Contract Documents, visit the site, and generally make himself or herself aware of all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the Contract Documents. Each Bidder shall make himself or herself acquainted with the specifics of the project. Failure of the Bidder to do so will not relieve him or her of later responsibility.

6. AWARD OR REJECTION OF BID

- a. It is the intent of the Owner to award the Contract to the most qualified responsive and responsible bidder with the lowest bid price. The Town of Milton reserves the right to reject or waive any informalities in, or reject any and all proposals, or to accept any proposal deemed in the best interest of the Town of Milton. No Bidder may withdraw his Proposal for a period of thirty (30) days after the date of opening thereof.

7. BID WITHDRAWAL

- a. Any Bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time prior to scheduled time for receipt of proposals.

8. CONSIDERATION OF INTERPRETATION OF BIDS

- a. The Owner will examine and consider all Proposals submitted in compliance with the instructions contained in this Section of the Contract Documents.
- b. In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

9. BID SECURITY

- a. Each Bid must be accompanied by a bid bond or certified check payable to the Owner for five percent of the total amount of the Bid.

10. TABULATION OF BIDS

- a. A bid tabulation will be forwarded to all Bidders who have submitted Proposals in compliance with the instructions contained in this Section of the Contract Documents. This tabulation will be forwarded within a reasonable time after the bids are opened.

11. ADDENDA

- a. Any addenda issued during the time of bidding or forming a part of the Contract Documents provided to the Bidder for the preparation of his/her Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

12. MULTIPLE PROPOSALS

- a. No persons, firm, or corporation shall be allowed to make, file, or to be interested in more than one Proposal for the same work, unless alternate Proposals requested. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

13. INSURANCE

- a. The insurance requirement for contractual services over \$10,000 shall be a combined single limit of two million dollars (\$2,000,000) aggregate for public liability and property damage including vehicle coverage. Prior to the commencement of work, the bidder shall give the MPM a certificate from the insuring company indicating that such policies have been issued, the Town of Milton listed as an additional insured, the policies are in force, and that said insurance companies agree to notify the MPM at least ten (10) days prior to the date of termination or change in said policies.

Bidder agrees to purchase and maintain at his/her own expense Worker's Compensation Insurance to cover injury to his/her employees, as required by statute. If the bidder is a sole proprietor exempt from carrying Worker's Compensation Insurance under the provisions of 21 VSA § 601(14), he/she agrees to sign an agreement with the Town to affirm that:

- He/she is not an employee of the Town of Milton
- He/she is working independently
- He/she has no employees
- He/she has not contracted with other independent contractors

14. LIQUIDATED DAMAGES

- a. The sum of two hundred fifty dollars (\$250) per calendar day is agreed upon as liquidated damages and shall be paid by the Contractor to the Owner for failure to complete the work in its entirety on or before **November 1, 2019**.

15. SCOPE OF WORK

- 1.) Contractor shall furnish all tools, equipment and materials to replace the (preformed fabric material) and reseal all bolt holes with hot poured filler.
 - 26'-1" of Preformed fabric material 5/32"X 26" (3ply) Material shall conform to standard specification 707.07 preformed fabric material
 - (68) 2 ½ to 2 ¾" deep counter bores to be refilled with Joint sealer, hot poured subsidiary to item 516.10
 - 52'-2" of 1/16 X 3" butyl rubber tape conforming to AASHTO Specification M-198 type II centered on the line of bolts.
 - Anti-seize shall be applied to all bolt and ferrule treads
- 2.) Traffic control is the responsibility of the contractor. Traffic Control for the bridge repair shall comply with Chapter 6H of the MUTCD whenever possible. The following figures and associated notes from the MUTCD, in conjunction with VTrans Standard Sheets T-1, T-10, T-11, T-12, T-13, T-5 and T-17, can be found at <http://www.aot.state.vt.us/Caddhelp/Download/Standards/Standards.htm> will generally govern the various traffic control needs for bridge repair.
 - The contractor shall be responsible for providing all signs, barricades, or other necessary traffic control devices. All traffic control signs shall be fabricated with ASTM Type VI and Type VII sheeting (high intensity encapsulated lens) as a minimum and shall be consistently in good to excellent condition.
 - The contractor shall provide a traffic control plan for review by the Town of Milton.
- 3.) All measurements shall be field verified by the contractor. See attached drawings for information and specification.
- 4.) All work shall be performed to Town of Milton DPW Specifications, VOSHA and VTrans standards.

16. SUBMISSIONS OF PROPOSALS

- a. Contractors interested in this project should mail or electronically submit copies of their Proposals to the MPM:

*Ashley Toof, MPM
Town of Milton
43 Bombardier Road
Milton, Vermont 05468
Email: AToof@miltonvt.gov*

If bids are submitted by mail, all sealed envelopes shall be clearly printed on the outside, in the lower left hand corner:

Name and address of prime consultant
Due Date and Time
Envelope Contents
Project Name

Due to the possibility of SPAM filter interference, proposers are advised to contact the MPM via phone to verify the emails with proposals attached have been received.

All questions related to this Invitation to Bid should be addressed to the MPM. Questions may be submitted in writing or by Email by **Wednesday, August 21, 2019 at 2:00pm**, and will be answered by Friday, August 23, 2019.

All bids must be received by the MPM no later than **10:00 AM on Tuesday, August 27, 2019**. Bids received after this time will not be accepted. No facsimile-machine (FAX) will be accepted. The expense of preparing and submitting the bids is the sole responsibility of the contractor. The Town of Milton reserves the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this IFB if it is in the best interest of the Town of Milton.

Bid Proposal Form

Bear Trap Road Bridge Project

Proposal of _____ (hereinafter called Bidder),
organized and existing under the laws of the State of Vermont doing business as:

(a corporation, a partnership, of an individual)

1. Knowledge of Local Conditions and Contract Documents

The Undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents and information, and is familiar with the local conditions at the place where the work is to be performed.

2. Execution of Agreement and Furnishing Bonds

Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Agreement, and to furnish the necessary Contract Bonds.

3. Addenda

The Undersigned hereby acknowledge receipt of the following Addenda:

4. Contract Time

If awarded the Contract, the Undersigned agrees to complete the work by November 1, 2019.

5. Owner's Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

6. Schedule of Prices

The Bidder agrees to perform all the work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

The lowest responsive and responsible bidder will be determined by the Total Base Bid. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTIVELY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Zip

Date

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AGREEMENT – Bear Trap Rd Bridge Project

Agreement, made this _____ day of _____ 2019 by and between the Town of Milton, hereinafter called the Owner, and _____ doing business as a _____ (corporation, partnership or individual) and having offices located at _____ hereinafter called the Contractor.

Witness: That for and in consideration of the payments and agreements hereinafter to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the work described in the Work Documents (defined below) for the project entitled “Bear Trap Road Bridge Project” which involves joint repair and associated work tasks on _____ in Milton, Vermont.

1. The Contractor agrees to furnish all labor, materials, equipment, tools and services necessary to perform and complete all work shown on the drawings and Special Provisions (the Drawings, Specifications and Special Provisions being collectively referred to as “Work Documents”) and described in the Specifications for the sum of \$_____ as shown in the Bid Schedule.
2. The Project shall include the work shown on and described in the Work Documents.

The Work Documents and Drawings, together with this Agreement, are collectively the Contract and they are as fully a part of the Contract as if thereto attached or herein repeated.

3. Work under this Agreement shall commence by _____ (Month & Day) and be substantially completed no later than **November 1, 2019**.
4. The Contractor agrees to bind every sub-contractor by the terms of the Contract and the Work Documents. Nothing in the Contract or the Work Documents shall be construed as creating any contractual relationship between Owner and any sub-contractor or any supplier of Contractor.
5. All work shall be done under the general supervision of the Owner or Owner’s representative. The Owner or Owner’s representative shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of the Drawings or the Work Documents, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
6. This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and their respective, successors, assigns and legal representatives. Neither the Owner nor the

Contractor shall have the right to assign, transfer or subject its interests or obligations hereunder without written consent of the other party.

7. The Owner shall make monthly progress payments to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month based on the Bid Schedule. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

8. Any penalty imposed by the State of Vermont due to excavation, movement or erosion of the soils on the site during the life of the contract shall be the responsibility and expense of the Contractor.
9. Contractor shall procure and maintain in full force and effect throughout the term of this Contract minimum insurance coverage of two million dollars (\$2,000,000) aggregate for public liability and property damage including vehicle coverage (combined single limit). Prior to the commencement of work, Contractor shall deliver to the Owner a certificate from the insuring company indicating that such policy or policies have been issued and are in force and that said insurance companies agree to notify the Owner in writing of any planned termination, cessation or change in coverage at least ten (10) days prior to the date of such termination or cessation/change.

Contractor shall purchase and maintain at its own expense Worker's Compensation Insurance to insure against injury of its employees, in such amount as is required by statute.

10. Any property corner markers disturbed or damaged by the Contractor will be replaced at the Contractor's expense.
11. Contractor shall, prior to or at execution of this Contract, deliver to Owner (a) a Performance Bond and (b) a Payment Bond each in a penal sum equal to 100% of the Contract price issued by a company authorized to sell and issue such bonds or surety by the State of Vermont.
12. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of

Substantial completion of the work that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written;

 Town of Milton
 Owner

 Don Turner
 Name (Printed)

 Signature

 Town Manager
 Title

 43 Bombardier Rd
 Business Address

 Milton VT
 City State

 Witness

 Contractor

 Name (Printed)

 Signature

 Title

 Business Address

 City State

 Witness

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NOTICE TO PROCEED

TO: _____
Contractor

DATE: _____

ADDRESS: _____

PROJECT: Bear Trap Bridge Project

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Final Completion is November 1, 2019 and the date of readiness for final payment is December 31, 2019.

In addition, before you may start any work at the site, you must

Notify the owner of the start date prior to arriving onsite.

By: Town of Milton
Owner

Authorized Signature
Town Manager
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by:

Contractor: _____

Date: _____

Name: _____

Title: _____

Signature: _____

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CHANGE ORDER REQUEST

CHANGE ORDER NO. _____

Date: _____

Project: _____

Owner: _____ Town of Milton _____

Contractor: _____

The following changes are hereby made to the Contract Documents:

Description:

Justifications:

Original Contract Price:	\$ _____
Current Contract Price Adjusted by Previous Change Order	\$ _____
CO# _____:	\$ _____
New Adjusted Contract Price	\$ _____

REQUESTED BY: _____

SIGNATURES / APPROVALS

Recommended By: _____ (Project Manager)

Accepted By: _____ (Contractor)

Ordered By: _____ (Owner)

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CERTIFICATE OF SUBSTANTIAL COMPLETION OF WORK

Project: _____

Owner: Town of Milton _____

Contractor: _____

Completion Date per Agreement and Change Orders: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the work as identified in the Final Estimate of Payment for construction Contract Work dated _____, represents full completion for the actual value of Work completed. All work completed conforms to the terms and the Agreement and authorized changes.

Contractor: _____

Date: _____

Name (Printed): _____

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 \$ _____. The guaranty for all work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

Owner: _____

Date: _____

Name (Printed): _____

Signature: _____

Title: _____

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SPECIAL PROVISIONS

STANDARD SPECIFICATIONS. The provisions of the VTrans 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

CONTRACT COMPLETION DATE. This Contract shall be completed on or before November 1, 2019.

UTILITIES. The Contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage.

Employees or agents of utility companies are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the companies.

Act No. 86 of 1987 (30 VSA Chapter 86) ("Dig Safe") requires that notice be given prior to making an excavation. It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before, and not more than 30 days before, beginning any excavation at any location.

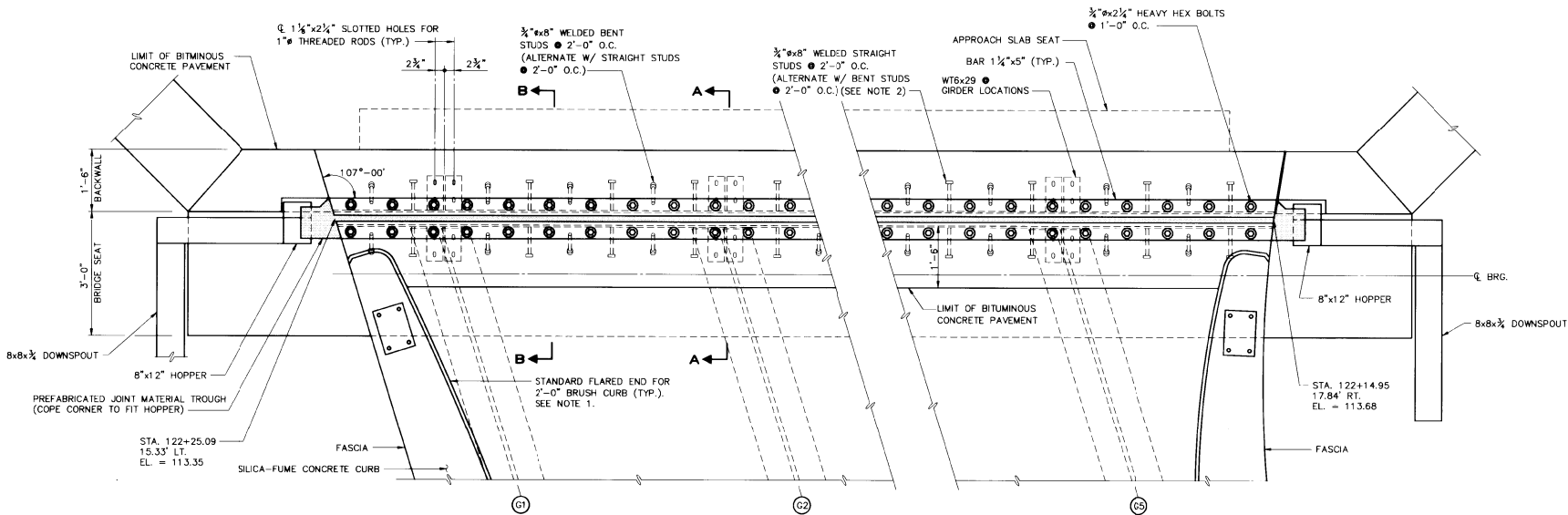
Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.07 of the Standard Specifications for Construction.

NOTICE TO BIDDERS. All temporary construction signs shall meet the following requirements:

- All sign stands and post installation shall be National Cooperative Highway Research Program Report (NCHRP) 350 compliant.
- As a minimum, roll up sign material shall have ASTM D 4956-01 Type VI fluorescent orange retroreflective sheeting.
- All post-mounted signs and solid substrate portable signs shall have ASTM D 4956-01 Type VII, Type VIII, or Type IX fluorescent orange retroreflective sheeting.
- All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM Type III sheeting.
- All stationary signs shall be mounted on two 4.5 kg/m (3 lb/ft) flanged channel

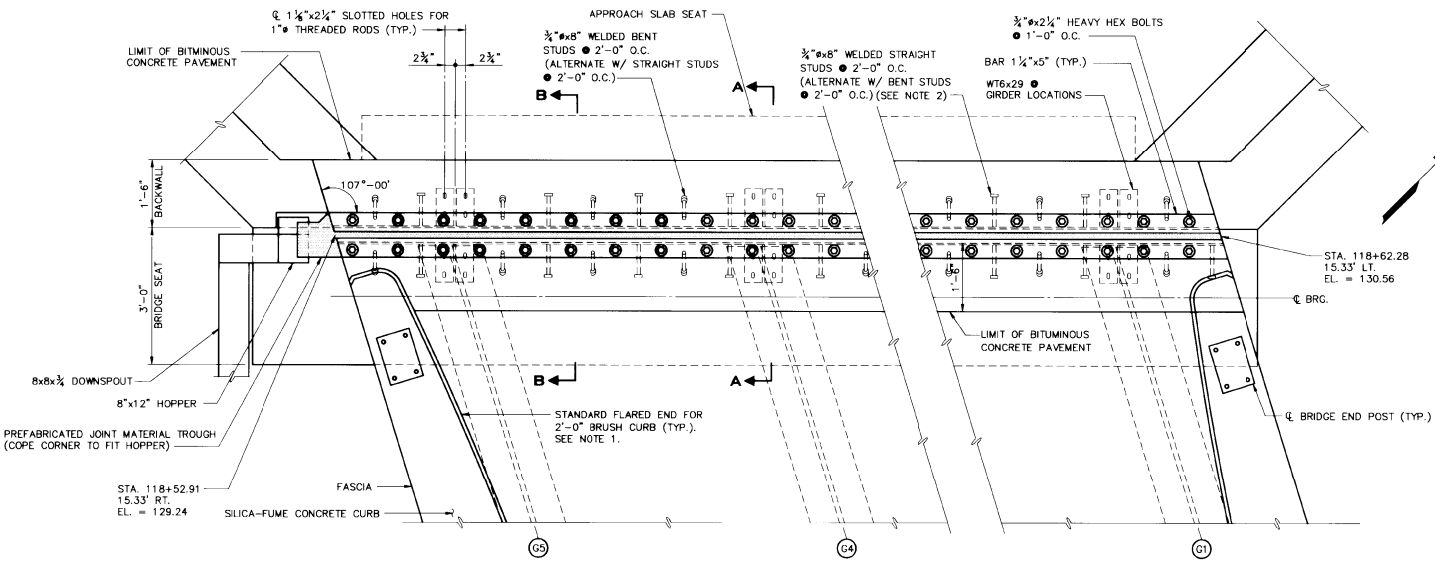
posts or 51 mm (2 inch) square steel inserted in 57 mm (2 ¼") galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

- Prior to placing temporary work zone signs on the project, the Contractor must furnish for the MPM's approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 100 mm (4 inches) above ground level and bolts for sign post.
- Construction signs shall be installed so as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives and town highways.
- Speed zones, if used, should be a maximum of 16 kph (10 mph) below existing posted speeds. Temporary speed limit certificates must be approved by the Town.
- An accessible sidewalk route must be available for pedestrians at all times when a sidewalk or roadway is closed. Provide a sign, "Sidewalk Closed Ahead", at both ends of the street when the sidewalk is closed. Only one sidewalk on a street can be closed at a time.



EXPANSION JOINT ABUTMENT 2

SCALE: 3/4" = 1'-0"



EXPANSION JOINT ABUTMENT 1

SCALE: 3/4" = 1'-0"

NOTES

1. FOR CURB AND BRIDGE RAILING DETAILS, SEE BRIDGE SHEET BR129.
2. ADJUST SPACING OF STUDS AS NECESSARY TO AVOID CONFLICT WITH OTHER JOINT COMPONENTS AT GIRDER LOCATIONS.
3. FOR SECTION A-A, SEE BR116.

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

Town Of	MILTON	Bridge No.	B18
Highway No.	CLASS 3, TH 40	Log Sta.	
TH 40 OVER LAMOILLE RIVER			
JOINT DETAILS (1 OF 2)			
Designed By	LAG	Drawn By	DEB
Checked By	JMP	Bridge Design Supervisor	JMP
Date	3/96	Date	3/96
PROJECT		PROJECT NO.	
MILTON		BRZ 144B(16)	
B&C Drawing No.	1130M91/18	Date	3/1/96
Bridge Sheet No.	BR115	Sheet	43 of 76

BETTINGOLE ANDREWS & CLARK INC.
Consulting Engineers