



**SOUTH BURLINGTON WATER DEPARTMENT  
SOUTH BURLINGTON HINESBURG ROAD VALVE REPLACEMENT PROJECT  
REQUEST FOR BIDS**

May 21, 2024

**Advertisement and Instructions to Bidders**

You are invited to submit a bid to the South Burlington Water Department (Department) for the South Burlington Hinesburg Road Valve Replacement Project.

All bids shall be accepted via email by the Water Department Superintendent at the South Burlington Water Department office prior to **1:00 PM on Friday, June 7, 2024**. Email address is: [jay.nadeau@champlainwater.org](mailto:jay.nadeau@champlainwater.org)

Each bid shall be submitted via email and titled "Sealed Bid – South Burlington Hinesburg Road Valve Replacement Project". Failure to submit a bid on the required form or on time may be cause for rejection of the bid.

Before submitting a proposal, bidders shall read this Request for Bids, carefully examine any drawings and specifications provided, including Champlain Water District's "Specification and Details for the Installation of Water Lines and Appurtenances", latest edition (available online), 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 South Burlington Hinesburg Road Valve Replacement Project in full.

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

*A site visit will be scheduled with each potential bidder when requested.*

**Project Description**

Work for the South Burlington Hinesburg Road Valve Replacement Project is located within the South Burlington Water Distribution System. The Scope of Work includes:

- 1. Market St. at Hinesburg Rd.:** Contractor shall remove existing 6x6x6 tee and gate valves and install a new 6x6x6 tee and three-valve assembly. Market St water line may require a 6"x8" reducer. Department shall furnish gate valves, tee, Foster adapters, PVC C900 pipe, retainer glands, Hymax couplings, and valve boxes with lids. The Contractor shall provide crushed stone bedding, precast concrete thrust block and suitable backfill materials. The Contractor shall restore the site to match existing conditions including curbing, concrete sidewalk, and Type II bituminous pavement repair (up to 6" thick), etc. as necessary.



- Barrett St. at Hinesburg Rd.:** Contractor shall remove existing 6x6x6 tee and gate valves and install a new 6x6x6 tee and three-valve assembly. Department shall furnish gate valves, tee, Foster adapters, PVC C900 pipe, retainer glands, Hymax couplings, and valve boxes with lids. The Contractor shall provide crushed stone bedding, precast concrete thrust block and suitable backfill materials. The Contractor shall restore the site to match existing conditions including curbing, concrete sidewalk, and Type II bituminous pavement repair (up to 6" thick), etc. as necessary.



- Iby St. at Hinesburg Rd.:** Contractor shall remove existing 6x6x6 tee and gate valves and install a new 6x6x6 tee and three-valve assembly. Department shall furnish gate valves, tee, Foster adapters, PVC C900 pipe, retainer glands, Hymax couplings, and valve boxes with lids. The Contractor shall provide crushed stone bedding, precast concrete thrust block and suitable backfill materials. The Contractor shall restore the site to match existing conditions including curbing, concrete sidewalk, and Type II bituminous pavement repair (up to 6" thick), etc. as necessary.





4. **Sunset Ave. at Hinesburg Rd.:** Contractor shall remove existing 6" gate valve and replace with new 6" gate valve. Department shall furnish gate valve, Foster adapters, PVC C900 pipe, retainer glands, Hymax couplings, and valve boxes with lids. The Contractor shall provide crushed stone bedding, and suitable backfill materials. The Contractor shall restore the site to match existing conditions including curbing, concrete sidewalk, and Type II bituminous pavement repair (up to 6" thick), etc. as necessary.



5. **Simpson Ct. at Hinesburg Rd.:** Contractor shall remove existing 6x6x6 tee and gate valves and install a new 6x6x6 tee and three-valve assembly. Department shall furnish gate valves, tee, Foster adapters, PVC C900 pipe, retainer glands, Hymax couplings, and valve boxes with lids. The Contractor shall provide crushed stone bedding, precast concrete thrust block and suitable backfill materials. The Contractor shall restore the site to match existing conditions including curbing, concrete sidewalk, and Type II bituminous pavement repair (up to 6" thick), etc. as necessary.



6. All existing water valves for this Project have depth-to-nut measurements between 60" to 72".
7. Contractor shall anticipate the existence of other utilities within each project area including, but not limited to, gas mains, storm drains, sewer mains, underground electric and fiber optic.
8. Contractor shall anticipate cutting into and removing asbestos cement (AC) pipe as part of this work. All AC pipe work shall be in accordance with VOSHA and State Regulations. The Department will provide equipment and assistance in cutting, handling and removal of all AC water line material being removed.
9. The Contractor shall provide erosion prevention and sediment control (i.e. catch basin inlet protection) and dewatering operations, as necessary.
10. The Contractor shall provide traffic control and site lighting, as necessary.
11. Pavement repair, concrete sidewalk, detectable warning surfaces, and concrete curb replacement shall be replaced within 10 calendar days of the associated valve work.
12. The Department is responsible for shutting down the water mains. Department personnel will drain as much potable water from the isolated segments of watermain through available hydrants, as is reasonably possible. The Contractor shall anticipate dewatering any remaining water from the pipeline as well as a minor amount of continuous flow through existing closed valves.
13. All work shall be conducted in accordance with CWD's Type 2 Main Break/Repair as described in the CWD Water Main Tie-In and Repair SOP document which can be found in the CWD's Specifications online.

## **Contents**

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

1. *Bid Form/Acceptance*
2. *Certificate of Final Acceptance of Work*
3. *Technical Specifications*

## **Schedule**

The Schedule requirements for the South Burlington Hinesburg Road Valve Replacement Project shall be as follows:

1. All work related to the removal and replacement of waterline infrastructure shall be performed during day-time shutdowns unless approved otherwise. If approved, nighttime work shall be scheduled between 7 pm and 5 am.
2. It is anticipated that the Contractor will construct one project location per night.
3. Contractor shall schedule each project in accordance with their priority ranking as stated in the Project Description.
4. Work shall be scheduled with the Department a minimum of 3 weeks in advance.
5. The Contractor shall commence the Work covered by this Contract on the date of issuance of the Notice to Proceed (to be determined). Physical construction shall not begin prior to June 20, 2024 and shall be completed prior to September 1, 2024.

The Department may approve a request to work outside of this contract time and/or in a different sequence than is shown in the priority ranking, if such a request is determined to be in the best interest of the project and approved by the Department.

## **Terms and Conditions**

1. The work shall be performed in accordance with plans and specifications attached, if any.
2. The Department will furnish all pipe materials including valves, pipe, tees, Hymax or approved equal couplings, Foster adapters, gate valve boxes and covers.
3. Contractor will furnish all the supplies, equipment, and labor and other services necessary and in conformance with these contract documents for the construction and completion of the project as described.
4. The contract will be awarded based on the lowest responsible Total Contract Price in Words written on the Bid Form. The Department reserves the right to reject any and all bids, to waive any informality and to award a contract deemed to be in the best interest of the Department. The Department also reserves the right to negotiate the work stated in this proposal with the lowest responsible bidder, as deemed necessary and reduce overall project quantities..
5. The Department is exempt from sales tax on products permanently incorporated in work. The Contractor may obtain sales tax exemption certificate number from the Department. The Contractor shall pay all legal costs and assessed penalties for improper use of exemption certificate number.
6. 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 Department declaring the contract in default. In the event of default the Contractor will be liable to the Department for the cost of completion.
7. Contractor guarantees for a period of one (1) year from the date of completion of the contract that all work performed as part of this contract is free from defects due to faulty materials or workmanship. The Contractor shall make all necessary corrections or repairs to correct any defects.
8. 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. Contractor acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between the Department and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from the Department and shall not be eligible for workers' compensation or unemployment benefits.
10. Contractor shall have full and sole responsibility under this contract for any subcontracts which the Contractor may let.
11. Contractor agrees not to sublet or assign this work except in accordance with the bid documents without the written consent of the Department.
12. Contractor is responsible for compliance with all applicable State and Federal wage and labor laws.

13. All drivers and equipment operators will be properly trained and have all current certifications and valid licensing required to operate said equipment.

14. In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), and VOSHA Safety and Health requirements.

15. The Contractor alone shall be responsible for safety and security at the work site.

16. PAYMENT:

- a. Final payment shall be made to the Contractor when the Work is completed and accepted by the Department. 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 Department.
- b. 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 Department and Contractor.
- c. In the case of a unit price bid, payment shall be made based on the actual quantities used to complete the project. A contract change order will include extra work, for which quantities have been altered from those shown in the Bid Form, as well as decreases or increases in the quantities of installed units which are different from those shown in the Bid Form because of final measurements. All changes must be recorded on a contract change order before they can be paid. Changes for work, quantities, and/or conditions will include any respective time adjustment, if justified.
- d. When the contract sum is, in whole or in part, based on unit prices, the Department reserves the right to increase or decrease a quantity as may be deemed reasonable or necessary in order to complete the work contemplated by the Contractor.
- e. For lump sum contracts, the Contractor is required to supply a schedule of values. Contract change orders shall be based on the schedule of values provided. Payment shall be based on a percent complete as agreed upon by the Contractor and the Department.

17. INDEMNIFICATION:

- a. Contractor shall indemnify and save harmless the Department and the Department'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.

18. 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 Department shall be filed with the Department 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 Department.

19. TERMINATION:

- a. The Department 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 Department at the expense of the Contractor.

20. DEFAULT:

- a. The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days the Department providing Contractor written notice of the default, shall allow the Department to terminate this contract:
  - i. failure to adequately perform or deliver the required services;
  - ii. if applicable, failure to provide the required bonds or other security acceptable to the Department before starting any work;
  - iii. declaration of bankruptcy by Contractor;
  - iv. making a material misrepresentation to the Department;
  - v. persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
  - vi. failure to perform any other material provision of this Contract.
- b. Upon default of this contract by Contractor, the Department may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of the Department.

21. ARBITRATION:

- a. Should disputes arise between the Contractor and the Department about this contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

22. SEVERABILITY:

- a. The provisions of this contract are severable and if a court of competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

**Contacts**

Any questions on this Request for Bids should be directed to:  
Max Murray, Distribution Division Supervisor  
Champlain Water District  
403 Queen City Park Rd  
South Burlington, VT 05403



[Max.Murray@champlainwater.org](mailto:Max.Murray@champlainwater.org)  
(802) 495-6166 (cell)

**SOUTH BURLINGTON WATER DEPARTMENT  
SOUTH BURLINGTON HINESBURG ROAD VALVE REPLACEMENT PROJECT  
BID FORM / BID ACCEPTANCE**

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

To South Burlington Water Department (herein after called OWNER).

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.

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.

~~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 OWNER 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 completion of the project 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 OWNER.~~

BIDDER acknowledges receipt of the following ADDENDA:

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

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

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

**(BID FORM CONTINUED)**

BIDDER agrees to perform all the WORK for the following unit prices or lump sums:

Item Description	Unit	Qty	Unit Price (Figures)	Extended Amount (Figures)
<b>Market St. @ Hinesburg Rd.</b>	LS	1		
<b>Barret St @ Hinesburg Rd.</b>	LS	1		
<b>Iby St. @ Hinesburg Rd.</b>	LS	1		
<b>Wright Ct. @ Hinesburg Rd.</b>	LS	1		
<b>Simpson Ct. @ Hinesburg Rd.</b>	LS	1		

TOTAL CONTRACT PRICE IN FIGURES \$

\_\_\_\_\_

TOTAL CONTRACT PRICE IN WORDS

\_\_\_\_\_

**(BID FORM 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 #:

CONTACT PERSON (Print):

EMAIL ADDRESS:

AUTHORIZED AGENT (Print):

AUTHORIZED AGENT (Signature):

DATE:

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

The signature below acknowledges acceptance of the BID and award of a CONTRACT to the CONTRACTOR, to perform the work. Compensation for the work to be performed shall be the "TOTAL CONTRACT PRICE IN WORDS". Compensation shall be:

WORDS:

**OWNER ACCEPTANCE AND AWARD**

OWNER: South Burlington Water Department  
403 Queen City Park Road  
South Burlington, VT 05403

AUTHORIZED AGENT (Print):

AUTHORIZED AGENT (Signature):

DATE:

**NOTICE TO PROCEED**

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

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

Project: South Burlington Hinesburg Road Valve Replacement 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 \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
South Burlington Water Department  
(Owner)

By: Tom DiPietro  
Title: DPW Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_  
(Name of Contractor)

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Printed or Typed Name)

By: \_\_\_\_\_  
(Signature)

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



**FINAL ACCEPTANCE OF WORK**

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

Project Name: \_\_\_\_\_

Completion Date per Agreement and Change Orders: \_\_\_\_\_

**FINAL CERTIFICATION OF CONTRACTOR**

I hereby certify that the Work as identified in the Final Payment for the Construction Contract dated \_\_\_\_\_, 20\_\_\_\_ 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 \$\_\_\_\_\_ 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: \_\_\_\_\_

## TECHNICAL SPECIFICATIONS

### General Requirements

1. All materials and installation specifications shall be in accordance with the applicable Champlain Water District Specifications and Details for the Installation of Water Lines and Appurtenances (CWD Spec) except as noted in the following detailed specifications. The CWD Spec is available online at [www.champlainwater.org](http://www.champlainwater.org). Where the CWD Spec does not provide enough direction, the contractor shall rely on the Vermont Water Supply Rules and the Vermont Agency of Transportation Standard Specification for Construction, latest edition. All public ROW restoration work shall comply with the specifications of the governing entity.
2. 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.
3. The Contractor shall obtain and comply with all necessary excavation permits from the local municipality. The Department shall pay permit fees and sign as co-permittee if required.
4. The Contractor shall provide traffic control that meets the requirements of the Vermont Agency of Transportation and the local municipality.
5. The Contractor is responsible for traffic control and lighting. Traffic control shall comply with the Manual on Uniform Traffic Control Devices, latest edition. The Contractor shall maintain two-way traffic at all times. The Contractor shall furnish all barricades, signs, traffic control devices, detours, and trained personnel to conduct traffic safely and adequately through the construction site per each location.
6. 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:~~ **gate valve, valve box and lid, paving riser, PVC C900 pipe, MJ retainer glands, Hymax coupling, Foster adapter, and DI MJ fittings.**
7. All applicable materials shall be swab-disinfected. The following tests shall be completed by the Contractor and supplied to the Department: **Visual leakage inspection at SBWD system pressure by CWD/SBWD personnel.** No separate payment will be made for this item of work. The cost shall be included by the Contractor in the various other lump sum and unit price items in the project. Any required corrective actions as determined from testing shall be completed by the Contractor at no additional cost.
8. The Contractor shall provide a 10-day notification of mobilization to the project site.
9. The Contractor shall be responsible for coordinating access for local residents and businesses. All work shall be completed within the public ROW or public easements acquired for the project and shown on the plans.

10. The Contractor is responsible for contacting Dig Safe. No excavation is authorized until after Dig Safe has marked all existing utilities. Underground utility 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.
11. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private) whether or not they are shown 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 Department at the Contractor's expense.
12. 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.
13. 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.

### **Measurement for Payment**

1. Each unit price or lump sum stated in the Bid Form shall constitute full compensation for all materials, labor, tools, equipment and incidentals thereto, to perform the work in accordance with the Contract Documents.
2. Payment for any item of work required by the contract drawings and specifications and/or normally required during the construction of the work herein specified, and not listed as a separate item in the Bid Form shall be considered as included in the lump sum and/or unit prices stated in the Bid Form and will not be paid for as a separate Item.
3. General Requirements are considered incidental to the cost of construction.
4. MEASUREMENT FOR PAYMENT:
  - a. All items included in the South Burlington Hinesburg Road Valve Replacement Project are lump sum bid items. These items shall include all materials (unless identified as being supplied by the Department), labor, equipment and other incidentals necessary to complete the work as described.