

TOWN OF MILTON, VERMONT
Bombardier Park West Field House Replacement
REQUEST FOR Qualifications/Proposals
October 27, 2017

Advertisement and Instructions to Bidders

You are invited to submit qualifications and proposals for the “Bombardier Park West Field House Replacement”, for the Town of Milton. Copies of the bid documents are available at the Town of Milton Public Works Office.

The sealed proposals shall be received at the Town of Milton, Town Manager’s Office, 43 Bombardier Rd., Milton, VT 05468 [until 2:00 PM on November 21, 2017](#).

All proposals shall be submitted in a separate sealed envelope and marked on the outside with the words “Bombardier Park West Field House Replacement”. All proposals shall be mailed or delivered, prior to the announced time for opening of proposals. Failure to submit proposals on the required forms or on time may be cause for rejection of the bid.

Before submitting a proposal, bidders shall carefully examine Request for Proposals, visit the work site, and fully inform themselves as to all existing conditions and invitations. Bidders shall include in their proposal a sum to cover the cost of all work described in the contract documents.

All proposals must be made on the required Bid Form. No lines on the bid may be left blank.

An optional pre-bid meeting and site inspection is scheduled to be held at the Town of Milton Bombardier Park West Field House at [11:30 am on Thursday, November 09, 2017](#).

Project Description

The Town of Milton is replacing its existing Field House in Bombardier Park West. Milton’s Bombardier Park is a destination and gathering place for community members and visitors. The replacement Field House building will be the “Eye of the Park” and represent the positive values of the Town of Milton. The Field House will provide low maintenance restrooms for hundreds of daily park visitors, as well as functional space for concessions, events, recreation programs and camps, and more. This project will be a Design/Build, within a similar footprint to the existing building, and according to the drawing provided.

The completed building shall include the following items: concrete frost walls, type 5B construction wall systems and roof trusses, all plumbing below concrete slab, standing seam metal roof, durable low maintenance exterior wall siding product(prefer masonry clapboards-color as shown on drawing), polished concrete floors, modern high efficient restroom fixtures(no paper towels), durable low maintenance interior walls, restroom partitions, (preference polished stainless steel), exterior water fountain, kitchen cabinetry, electrical and plumbing details/drawings and permits provided by contractor, cathedral ceiling in concession area, insulated and interior finish to accommodate future year round

use, lighting in upper level storage area, 8'x 9' glass overhead door, all energy efficient doors and windows to accommodate future year round use, HVAC rough-in to accommodate future year round use, electricity and cable for security cameras on exterior of building, heavy timber entrances on all four sides of building and clock tower as shown on provided drawing.

Contents

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

- *Bid Form/Acceptance*
- *Certificate of Final Acceptance of Work*
- *Technical Specifications*
- *Project Plans*

Schedule

The Contractor shall commence the Work covered by this Contract on the date of issuance of the Notice to Proceed and shall complete the same prior to April 10, 2018, unless the period for completion is extended as provided for in the General Conditions.

Terms and Conditions

1. The work shall be performed in accordance with generally accepted building practices, the approved plans and specifications, and other documents as deemed by the Town of Milton.
2. The Contractor will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the demolition of existing building, construction of new building and completion of all other improvements of the project as described.
3. The contractor will develop and follow a waste management plan in an effort to recycle all wood, glass, plastic, cardboard and paper in an effort to divert as much building material from the landfill as possible.
4. The contractor must work with sub-contractors capable of providing stamped and signed engineering drawings (or include the services of an engineer) in order to submit drawings in the area of structural design, mechanical, electrical and plumbing drawings for review by the State Department of Fire safety. The application fee will be by the City of Milton.
5. The contract will be awarded based on the lowest responsible Total Contract Price in Words written on the Bid Form. The Town reserves the right to negotiate the work stated in this proposal as deemed necessary, to reject any and all proposals, to waive any informality and to award a contract deemed to be in the best interest of the Town of Milton.
6. The Town of Milton is exempt from sales tax on products permanently incorporated in work. The Contractor may obtain sales tax exemption certificate number from the Town. The

Contractor shall pay all legal costs and assessed penalties for improper use of exemption certificate number.

7. The Contractor shall perform and complete in good and workmanlike manner all work required in connection with the project. The Town may terminate this contract at its sole discretion for failure to complete the work in a satisfactory or workmanlike manner and/or failure to comply with instruction of the Town. In such events the Town shall be entitled to collect from the contractor any expenses in completing the work.
8. The Contractor guarantees for a period of one (1) year from the date of completion of the contract that the work is free from defects due to faulty materials or workmanship. The Contractor shall make the necessary corrections or repairs to correct any defects
9. The Contractor shall indemnify and save harmless the Town and the Town's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, 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.
10. The Contractor shall assume primary responsibility for the supervision of work and shall perform any liaison which the Owner deems necessary for the furtherance of this project.
11. The Contractor shall have full responsibility under this contract for any subcontracts which the Contractor may let.
12. The Contractor agrees not to sublet or assign this work without the written consent of the Town.
13. The contractor is responsible for compliance with all applicable State and Federal wage and labor laws.
14. The contractor is responsible for expenses related to winter conditions during the proposed construction schedule, including but not limited to weather enclosure, temporary heat, snow removal and wind and rain protection.
15. Contractor certifies that it is in compliance with Federal Motor Carrier Safety Administration regulations for Controlled Substances and Alcohol Use and Testing and Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Parts 382 and 40, and that all employee drivers of Contractor who are required to have a Commercial Drivers License and operate a Commercial Motor Vehicle, as defined in 49 C.F.R. Part 383, for the contracted service described in this agreement are currently participating in a drug and alcohol testing program pursuant to those regulations.
16. In order to protect the lives and health of its employees under the Contractor, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA Safety and Health requirements.

17. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

18. The Contractor shall provide the Town of Milton with complete Operations and Maintenance (O&M) manuals at substantial completion. The O&M manuals shall be in book form and/or electronic format as the Owner requests. The O&M manuals shall include all specific information on equipment and products included in the project, including model numbers, maintenance schedules and warrantee information.

19. PAYMENT:

- a. Final payment shall be made to the Contractor when the Work is completed and accepted by the Town. 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 Town.
- 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 Town and Contractor.
- c. In the case of a unit cost 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 Town reserves the right to increase or decrease a unit price 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 Town.
- f. A pay request shall be provided at least 10 calendar days before a scheduled Selectboard meeting for payment subsequent to the Selectboard meeting.

20. TERMINATION:

- a. The Town 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 all work executed.
- b. Upon completion or termination of the work, 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 Town at the expense of the Contractor.

21. 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 Town shall be filed with the Town 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 Town.

Contacts

Any questions on this Request for Proposals should be directed to:

Town of Milton
Attn: Don Turner, Town Manager
43 Bombardier Rd
Milton, VT 05468
Ph: 802-891-8021
Email: dturner@town.milton.vt.us

TOWN OF MILTON, VERMONT
Bombardier Park West Field House Replacement
BID FORM / BID ACCEPTANCE

Proposal of _____ (hereinafter called BIDDER), organized and existing under the laws of the State of _____, conducting business as a (corporation, partnership, or individual).

To Town of Milton (hereinafter 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 PROPOSALS, without withdrawing or revising its BID.

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM NO.	DATED:
ADDENDUM NO.	DATED:

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

Item Description	Unit	Quantity	Unit Price (Figures)	Extended Amount (Figures)

TOTAL CONTRACT PRICE IN FIGURES \$ _____

TOTAL CONTRACT PRICE IN WORDS _____

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 #:

FAX #:

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 BIDDER, 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: Town of Milton
43 Bombardier Road
Milton, VT 05468

AUTHORIZED AGENT (Print):

AUTHORIZED AGENT (Signature):

DATE:

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.

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. 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.
2. 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: All necessary documents
3. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private) whether or not they are show 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 Town at the contractor's expense.
4. 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.

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. Technical Specifications - General Requirements are considered incidental to the cost of construction.
4. MEASUREMENT FOR PAYMENT:
 - a. Unit Cost Item. This item is a unit cost bid item. This item shall include all material, labor, equipment and other incidentals necessary to [REDACTED]. This item shall be measured per [REDACTED].

b. Lump Sum Item. This item shall be a lump sum bid item. This item shall include all material, labor, equipment and other incidentals necessary to demolish existing restroom building and construct new building as specified in contract documents.