



City of Barre, Vermont

“Granite Center of the World”

Request for Bids **Buildings repair in response to flood damage of July 2023** **DR-4720**

August 18, 2023

Project Description

The City of Barre, Vermont invites qualified construction contractors to provide a bid to repair flood damage in three City owned properties caused by the July 10, 2023 flood event (DR-4720). All repairs will be to bring the buildings back to their previous condition unless otherwise noted in the “Scope of Work” section of this document for specific buildings.

The successful bidder shall furnish all labor, equipment, materials, services, insurance, notifications, permits, and licenses/certificates.

General Conditions

The conditions of this contract and general requirements of this construction document apply to the selected contractor, all subcontractors, materials, suppliers, and other persons furnishing labor and materials under this bid.

1. The bidding contractor shall provide a completed USDA Debarment Certification form along with his/her bid submission.
2. The work required under this contract includes all tools, labor, materials, equipment and sub-contracted expenses.
3. All materials, supplies, equipment and vehicles need to be placed in areas designated for staging. The contractor shall erect protective barriers (including but not limited to barricades, fencing, etc.) to protect the general public.
4. The contractor shall supply all equipment necessary to complete the work. The contractor is responsible for disposing of all waste and debris generated during the project.
5. All work will comply with all laws, regulations, rules, standards codes and ordinances.

Independent Contractors

The Contractor will act in an independent capacity and not as officers or employees of the City. Contractor further 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 City 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 City and shall not be eligible for workers’ compensation or unemployment benefits. Contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein. Notwithstanding the above, Contractor will work closely with the City or City’s agent and meet periodically when requested.

Subcontractors

In the event the contractor wishes to use sub-contractors on this project, the contractor shall state so and after due review the City of Barre shall determine if it has reasonable objection to any such person or entity. The contractor shall not contract with a proposed person or entity to which the City of Barre disapproves.

The contractor shall retain and coordinate all subcontractors as needed to perform the project. All costs associated with the bid shall be included in the contractor’s lump sum price.

Personnel

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the City and shall oversee and coordinate sub-contractors that are approved by the City. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

The Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from: FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

Safety

The Contractor alone shall be responsible for the safety and security at construction sites as applicable. Contractor shall follow VOSHA requirements and ensure compliance.

Warranty

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by the City. The warranty must be secured either by Contractor's performance bond or such other security as is acceptable to the City.

Payment

Payment will be made to the contractor (generally within fifteen (15) days of submission of an invoice) in the following manner:

Payment 1: One third of total invoice amount upon execution of contract.

Payment 2: One third of total invoice amount paid at fifty percent of project completion.

Payment 3: Upon 100% completion of the project.

Completion is defined as all "punch list" items being complete including clean up of the site.

Insurance

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an “occurrence” rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality’s ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor’s commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers’ Compensation. Workers’ compensation insurance in compliance with all applicable statutes including all states or universal endorsement where applicable. Such policy shall include employer’s liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers’ compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers’ compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers’ compensation or employers’ liability benefits for damages arising out of any injury or illness resulting from performance of work under this contract. If any such change requires Contractor to obtain workers’ compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.

Indemnification

The Contractor will indemnify and hold harmless the City of Barre, their agents and employees from and against all claims, damages, losses and expenses. This indemnification shall include attorney’s fees arising out of, or resulting from the performance of the work, and is caused to whole, or in part, by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Barre or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen’s compensation acts, disability benefit act or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the City of Barre, its agents or employees arising out of preparation or approval of drawings, opinions, reports, surveys, change orders, designs, or specifications.

Termination by the Owner for cause

The City of Barre may terminate the contract if the contractor:

1. Does not proceed in an expeditious manner with adequate forces to accomplish the work within the contracted time;
2. Fails to begin the work within the specified time;
3. Fails to pursue the work in a manner to insure proper completion;
4. Pursues the work in a manner to render the completed project unsuitable to the City;
5. Discontinues work on the project;
6. Fails to make payments to subcontractors for materials or labor in accordance with the respective agreement between contractor and the subcontractors;
7. Persistently disregards directive of the City of Barre or laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
8. Otherwise is guilty of substantial breach of a provision of the contract documents.

When any of the above reasons exist, the City of Barre may without prejudice to any other rights or remedies of the City of Barre and after giving the contractor and contractors surety, seven days written notice, terminate employment of the contractor and may, subject to any prior rights of surety:

1. Take possession of the site and of all materials, equipment, tools, and construction equipment machinery thereon owned by the contractor;
2. Accept assignment of subcontractors pursuant to the following:
 - a. Each subcontractor agreement for a portion of the work is assigned by the contractor to the City of Barre provided that assignment is effective only after termination of the contract by the City of Barre for just cause and only for those subcontract agreements which the City of Barre accepts by notifying the subcontractor in writing and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the contract.

When the City of Barre terminates the contract for one of the reasons stated above, the contractor shall not be entitled to receive payment until the work is finished. If the unpaid balance of the contract sum exceeds costs of finishing the work, including the City of Barre expenses made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City of Barre.

Suspension by the owner for convenience

The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. Only adjustments for lost days shall be made.

Information for bids

A **mandatory** pre-bid site visit will be held on **Wednesday, August 30, 2023 beginning at 8:30 A.M. at Council Chambers, City Hall, 6 North Main Street, Barre Vermont.** Interested parties must register for the pre-bid site visit by emailing Jeff Bergeron at jbergeron@barrecity.org. All questions that are raised at the pre-bid site visit will be answered in an Addendum provided to all attending prospective bidders via e-mail by **Friday, September 1, 2023.**

Bids shall be provided on company letterhead and signed by an authorized agent of the contractor. Bids will be received by the City of Barre until **Thursday, September 7, 2023 by 11:00 A.M.** Bids shall be delivered:

1. In a sealed envelope to: City Manager's Office, City Hall, 6 North Main Street, Suite 2, Barre VT 05641 and must be plainly marked on the outside as **BID – Barre City Buildings Flood Repair – Event DR-4720** or
2. Emailed to ExecAssist@barrecity.org with the subject line **BID – Barre City Buildings Flood Repair – Event DR-4720.**

Each bid received by the deadline will then be publicly opened at the City Council Chambers and read aloud.

Bids shall be effective and remain valid for 60 days after date and time set for receipt of bids. The City of Barre may waive any informalities or minor defects and/or reject any and all bids for any reason for the best interests of the City of Barre. The City may also choose to award individual projects to separate bidders. Any bid may be withdrawn prior to the

above scheduled time for the opening of bids or authorized postponement thereof. Any bids received after the time and date specified shall not be considered.

By submitting a bid, the bidder acknowledges the following:

1. The conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electrical service or other utilities, or which may otherwise affect performance of required activities;
2. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or Owner's Representative;
3. The commencement of work under this contract on the date of issuance of the notice to proceed and to fully complete the project within the time specified in the contract documents.

Bids shall be in the form of a written bid that includes a description of work to be performed, the content of the final report, a schedule and budget for the service rendered. In addition, the bid shall include a list of any subcontractors that will be utilized and verification of insurance with specific coverages described earlier.

Bids should be in two parts – repair to “as was” condition and repair with “add/alternates” and submitted as separate bids for each site (A –D as listed in the Scope of Work below). Add/Alternates will be discussed at the walk through. Each bid will include a “not to exceed amount”.

Scope of work –DR4720

The scope of work for this (these) project(s), is to return the affected spaces back to their previous condition prior to the flooding event (DR-4270) of July 10, 2023.

A. City Hall-Opera House Lobby: 6 North Main Street, Barre, Vt. 05641

Return to previous condition (DR-4270). Replace, and paint sheetrock and replace inlaid carpet at entry. Re-paint and re-install baseboard heater covers.

B. City Hall Basement: 6 North Main Street, Barre, Vt. 05641

Return to previous condition. (DR-4270) Replace with new drywall to include taping, painting, etc. in hallways and Engineering Department including office. Replace flooring in Engineering Department and office; (carpet). Replace ramp in hallway entrance from lobby area. Replace wooden hallway door with fire rated door (Code update). Convert restroom into ADA compliant restroom.

*ADD ALTERNATE – Move wall to modify Director's office. Convert kitchenette area into single stall restroom. Insulate/sound, deaden sprinkler riser closet. Replace carpeting with “self-leveling” epoxy floor.

C. Wheelock Building – Basement: 135 North Main Street, Barre, Vt. 05641

Return to previous condition (DR-4270). This will include new boiler installation and possibly electrical panel.

*ADD ALTERNATE – Heating and electrical may need to be re-located to the main level.

D. Public Safety Building (Police): 15 Fourth Street, Barre, Vt. 05641

Return to previous condition (DR-4270). Replace flooring, sheetrock and doors. This will exclude the holding cells as these are scheduled to be removed.

*ADD ALTERNATE – Remove and relocate office walls. Construct new office. Expand interview room. Remove wall in storage room to expand storage under the stairwell, to include extending sprinkler head. Upgrade HVAC system to include controls.

Schedule

It is anticipated the Barre City Council will award the contract at its **Tuesday, September 12, 2023** meeting. It is anticipated that Authorization to Proceed shall be provided by **Thursday, September 14, 2023**. Installation may begin as soon as the Barre City Council approves the proposal. (See “Information for Bids”) The work must be started by **September 21, 2023** and completed no later than **November 21, 2023**.

Compliance with Chapter 24 of Barre City Ordinances

In accordance with [Barre City Ordinance](#), any bid that exceeds a \$200,000 threshold must comply with the Community Investment Ordinance, unless such requirement is waived by the City Manager. The ordinance generally requires that contractors and subcontractors, if applicable, meet the following conditions:

- Comply with the obligations established by the City for payment of a “Responsible Wage,” which effectively incorporates the rates and fringe benefits authorized by Vermont Capital Construction Act in the Northern Area;
- Proper classification of actual employees as employees rather than as independent contractors;
- Comply with the federal Affordable Care Act (ACA) and federal Davis-Bacon and Related Acts (DBRA), to the extent required by law; and
- Comply with certain reporting requirements.

This ordinance also incentivizes the hiring of City residents, women and minorities. Any bidder that can demonstrate their ability to hire, maintain and assign to the project any of the following qualified employee demographics to ensure that any such combination equals 10 percent of the project’s workforce shall receive a 2 percent deduction of the total bid for scoring purposes:

- City residents;
- Women;
- Minority group members (defined as US citizens, permanent residents, or individuals who are authorized to work in the United States who are Native American or Alaska Native, Asian, Black or African American, Latino or Hispanic, and Native Hawaiian or other Pacific Islander);
- Veterans; and/or
- People with disabilities.

It is not anticipated that this bid will trigger this threshold, but should a bidder exceed the threshold amount of \$200,000 for any individual bid, these provisions would become effective.