

**REQUEST FOR PROPOSAL (RFP)**

**July 31, 2017**

**DEMOLITION AND SITE STABILIZATION OF FLOOD-DAMAGED  
RESIDENTIAL PROPERTY**

**TOWN OF Windsor, Vermont**

## 1. SUMMARY AND BACKGROUND

The Town of Windsor is participating in the Hazard Mitigation Grant Program which provides funding to towns to purchase and demolish properties damaged in natural disasters. This is a federally-funded program administered by the State of Vermont Department of Public Safety. The property(ies) included in this RFP will be purchased by the Town of Windsor. The funding for this project is provided by these grants to the Town of Windsor.

Contractors will provide their competitive bid to demolish and/or remove all improvements, including but not limited to, septic systems, water wells, buildings, foundations, electrical and phone lines, pavement, parking, fuel tanks, debris, and household hazardous materials. All asbestos-containing material shall be abated by a firm licensed to do such work in Vermont in accordance with Vermont rules prior to demolition.

Contractors are responsible for returning the project site to a smooth, graded, stabilized, and vegetated condition that is in accordance with all applicable federal, state, and local statutes, policies, plans, and regulations.

## 2. PROPOSAL GUIDELINES AND FORMAT

**Contractors MUST submit the following four items with their bid. If any of these items are not submitted by the bid due date the bid will be considered nonresponsive and will be rejected.**

1. Bid Forms (page 9 of this document).
2. Contractor's proof of insurance.
3. References from three previous clients.
4. Copy of pages 5 of this RFP with boxes checked to indicate contractor's choice (to indicate, for example, if contractor will remove or puncture and fill septic tanks)

The Town of Windsor is requesting lump sum bids. Contractors shall provide a cost for each property using the Bid Forms included in this document. The total bid for each contractor will be the sum of the Net Dollar Amount of all bid forms.

Section 4 of this RFP shows options that can be used for certain aspects of the demolition and site work (to indicate, for example, if septic tanks will be removed or punctured and left in place). Contractors should indicate the method that they will use by marking the check boxes provided

for # 1, 2, 3, 6, and 7. If additional space is needed please provide an attachment for Section 4 that clearly shows which options will be used.

**Bid packages must be received by the Town of Windsor by 3:00 P.M., Thursday, August 17, 2017** and can be submitted as follows:

delivered to:

Tom Marsh  
Windsor Town Hall  
29 Union St.  
Windsor, VT 05089

mailed to:

Tom Marsh  
Windsor Town Hall  
29 Union St.  
Windsor, VT 05089

emailed to:

[tmars@windsorvt.org](mailto:tmars@windsorvt.org)  
Cc: [ahopkins@swcrpc.org](mailto:ahopkins@swcrpc.org)

The winning bidder will be selected by the sole judgment of the Town of Windsor's Selectboard based on technical expertise and experience, cost, project schedule, and completeness of proposal. The Town of Windsor reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The selectboard reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

The selected contractor will work for the Town of Windsor's Selectboard and will be responsible to the town for satisfactory completion of the project. Payment for services rendered in accordance with the contract will be made within 30 days of successful completion of the final inspection of the property.

All contractors and subcontractors must have the following, and provide proof thereof, prior to executing a contract with the Town of Windsor:

- a) License or certification for any work to be provided, as required.
- b) Insurance coverage as noted in this document.

- c) Technical capability, education, or expertise with regards to the skills and knowledge required to perform residential demolition projects.
- d) Contract information for three recent and unduplicated clients for similar projects, which need to include name, contact person, date of work, address and phone number.

### **3. PROJECT SPECIFICATIONS**

1. This project consists of demolition, disposal, and required site work for the following properties:

**6 Fitch Court, Windsor, VT 05089**

2. A Project Specifications Package is on file at the Windsor Town Manager's Office that may be inspected from 8:30 to 4:00 P.M., Monday through Thursday and until noon on Friday's.
3. All work on the project as a whole must be completed within sixty (60) days (or no later than October 1 for the demolition portion) of the Notice to Proceed. If additional time is required for any reason, including weather delays and delays caused by the community, the State, or FEMA, the Contractor must provide a written request for extension, which then must be approved by the Town of Windsor Selectboard.

### **4. REQUIREMENTS**

**Required Professional Services**

Contractor Services are to be provided by an insured contractor, including subcontractors, in good-standing with the State of Vermont, holding any required certifications for the proposed work to be completed. A license or certification is required for the following professional services in Vermont: asbestos abatement, lead abatement, electrical, plumbing, and some aspects of septic system, water supply work. Services will be procured by competitive bid, and must be consistent with the Town of Windsor's bidding policy and are subject to the regulations in 24 CFR 85.36 as it pertains to procurement services. All contractors who wish to bid on the advertised project must meet all the minimum qualifications established by the Town of Windsor's Selectboard.

**Project Requirements**

1. All waste generated by the project shall be lawfully disposed of and the contractor shall provide manifests of such transport and disposal by firms licensed to operate and transport in Vermont. All costs of disposal are included in the bid.

All buildings, structures shall be demolished and removed unless noted below:

None (N/A)

\_\_\_\_\_

2. Septic tanks must be pumped, and filled in place with clean fill, crushed in place, or removed and properly disposed of in accordance with the most recent adoption of Chapter 1 of the Vermont Environmental Protection Rules: Wastewater System and Potable Water Supply Rules.

Septic tanks shall be:

Removed or

Punctured and filled with sand and left on site.

3. Septic lines and distribution boxes shall be:

Removed or

Left in place.

4. Unless otherwise noted, wells must be properly abandoned in accordance with the most recent adoption of Chapter 21 of the Vermont Environmental Protection Rules: Water Supply Rule and sealed no less than 1 foot below finished grade. Springs shall be filled.

5. No demolition or site work shall take place within the town or state road right of way unless as directed below:

None

\_\_\_\_\_

6. Concrete or stone foundations shall be:

Removed and recycled or landfilled;

Foundation stones shall be left on site as follows;

Broken up and buried in the foundation hole on site so long as (1) the concrete is not coated with lead based paint, (2) the contractor obtains an "Insignificant Waste Management Event Approval" from the VTDEC, and (3) the floor was broken up so as not to retain water and walls are removed to at least one foot below grade;

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7. Contractors are responsible for all access permits and sufficient access to the site, including traffic control and temporary bridges/culverts, if needed.
8. Erosion control shall be provided using Best Management Practices as outlined at <http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm> or State of Vermont standards for construction if stricter.
9. Existing trees and vegetation outside of the needed project area shall be protected with snow fencing or stakes and flagging.
10. If demolition results in excavation, holes, or unusual contours, then finish grading and/or fill may be required to return the site to a “natural” state, including vegetation. Woody debris on site shall be left in place unless otherwise directed by River Engineer. Standard conservation seeding of the graded site is included in the bid. In cases where the flood has scoured away topsoil, sufficient topsoil shall be brought in as needed to reestablish vegetation. Any off-site fill used on site must be clean and free of invasive plants. If gravel material is required to be removed from the site by the River Engineer, it shall not be placed in any flood zone off site.
11. Site work will be coordinated with the town so as to not hinder subsequent reuse. Live trees and shrubs shall be preserved, unless not feasible due to demolition.
12. Specific site work may be required by permits and such work is included in this bid, therefore potential contractors are encouraged to obtain an understanding of such requirements as change orders due to permit conditions will not be allowed. Possible requirements may include dates of work, removal of material, grading, bank alterations, temporary erosion control, berm removal, etc.
13. Contractors are responsible to provide the town a list of any and all permits, notices and certifications, required. The contractor shall work with the town to obtain and shall be responsible for obtaining the required permits. Any work within locally regulated flood zones or other areas will require a town permit be obtained prior to beginning work. In addition, the contractor should verify if work within the “top of bank” will require either an individual or general stream alteration permit from the State River Engineer, or provide a letter stating that no permit is needed, and if needed, the town must secure the permit prior to the beginning of work. Also, contractors shall coordinate with the River Engineer to see if any permit is required from the US Army Corps of Engineers, and if such permit is required the town shall obtain it prior to beginning work. Contractors shall provide the town with written notification of the permits or certifications required or that no such permits are needed.

14. *All buildings shall be tested for asbestos containing materials (ACM) by a qualified firm, and if present, shall be abated by a firm licensed to do such work in Vermont in accordance with Vermont rules prior to demolition. An abatement certification, in cases where abatement is needed, shall be provided to VTDOH and the town. Asbestos abatement must be conducted by a member of the Vermont Department of Health “Commercial Asbestos Abatement Entities” list, which may be found at: [http://healthvermont.gov/enviro/asbestos/asbestos\\_contractor.aspx](http://healthvermont.gov/enviro/asbestos/asbestos_contractor.aspx) **The bid includes any and all costs for asbestos inspection, notice and report.***
15. The contractor is responsible for the required EPA/DEC notice prior to demolition and shall provide the town a copy. The contractor is responsible for notifying Dig Safe.
16. Household hazardous wastes, mercury containing thermostats, fuel tanks, florescent bulbs and ballasts and shall be removed prior to demolition and disposed of properly. Fuel tanks shall be emptied, removed and disposed of per Vermont regulations by qualified contractors.
17. If a petroleum storage tank is present, then only certified firms may do removal of such and notice must be sent to DEC prior to removal and a full closure report done, including any required testing. A copy of all testing and a closure report will be provided to the town. If contamination is found on the property, or if during work a spill occurs, stop work and contact 800-641-5005 to make a report and obtain guidance on the next steps to take regarding cleanup. Please alert the State Hazard Mitigation Officer as this may result in a change to the scope of work, timeline, and ensuring adequate funding is available.
18. All mobilization and demobilization costs are included in the bid.
19. If any archeological deposits, including Native American pottery, stone tools, bones, or human remains are uncovered during site work, the project shall be halted, the town and SWCRPC notified, and reasonable measures taken to preserve the area and restrict access. Work shall only recommence upon state and federal permission.
20. Salvage of metals, untreated lumber, recycling of asphalt and concrete, and deconstruction of usable items is encouraged, however all materials salvaged must be free of asbestos, and any salvage must have a manifest as to its destination. Burying or burning of any materials is not allowed.
21. The Town of Windsor makes no warranty that the site is safe to work on. Building and structures may have been structurally compromised and the site itself may be unstable. The

contractor shall have a health and safety plan for workers on site, comply with all OSHA/VOSHA rules, and shall post the site during work for authorized personnel only.

22. The contractor shall not operate on the site earlier than 7 A.M. or later than 7 P.M.

24. **Insurance**

The Contractor must provide certificates of insurance to show that the following minimum coverages are in effect:

Workers Compensation: With respect to all operations performed, any contractors shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: All contractors shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Any contractors shall be required to name the Town, its officers and employees as additional insureds for liability.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.



**5. BID FORM:**

**CONTRACTOR:** \_\_\_\_\_

The Bidder agrees to perform all work described in the RFP for the following Total Bid for this property:

NOTE:

\* Bids shall include the cost of all subcontractors, sales tax, and other applicable taxes and fees

\* The contractor selected will be held responsible for the total lump sum bid for this project not for individual line items on worksheet(s)

Parcel Number: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Site Preparation/Mobilization Costs: \$ \_\_\_\_\_

Cost to Raze Primary Structure: \$ \_\_\_\_\_

Cost to Raze Foundations/Slabs: \$ \_\_\_\_\_

Cost to Raze Other Site Improvements: \$ \_\_\_\_\_

Disposal Costs \$ \_\_\_\_\_

Cost to Properly Abandon Septic System or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Abandon Water Supply or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Remove Fuel Tank from Service: \$ \_\_\_\_\_

Cost to Abate Asbestos: \$ \_\_\_\_\_

Other (describe below): \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

Salvage (describe below): (\$ \_\_\_\_\_)

**Net Dollar Amount (Total Bid for this Property)** \$ \_\_\_\_\_

Contractor's Notes for "Other" Costs:

Contractor's Description of Proposed Salvage: