

# Town of Londonderry, Vermont

## Special Selectboard Meeting Agenda

Tuesday, April 1, 2025 – 5:00 PM

139 Middletown Road, South Londonderry, VT 05155

1. Call Meeting to Order
2. Additions or Deletions to the Agenda [1 VSA 312(d)(3)(A)]
3. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)
4. Accept Rinehart Culvert bid
5. Selectboard Pay Orders
6. Adjourn

**Posted and distributed on March 28, 2025**

Meeting documents will be available at <http://www.londonderryvt.org/town/agendasminutes/> approximately 24 hours before the meeting.

**Live video of meetings available at:**

<https://www.youtube.com/user/GNATaccess>  
<https://www.facebook.com/GNATtelevision>

Town of Londonderry, VT

Rinehart Road Culvert Bid Summary (TOTAL BIDS: 6)

3/25/2025

	<b>Contractor</b>	<b>Contractor Unit Price Bid</b>
1	Hunter Excavating, Inc.	341,558.00
2	A.S. Clark & Sons	384,258.00
3	Waters Excavation, Inc.	394,930.00
4	Neil H Daniels, Inc.	414,960.00
5	Craig J Weaver	472,980.00
6	Kurt Excavating	492,575.00
	Engineers Estimate	500,000.00

# Town of Londonderry, VT

## Rinehart Road culvert bid tabulation (TOTAL BIDS: 6)

3/25/2025

				Hunter Excavating, Inc.		A.S. Clark & Sons		Waters Ecavation, Inc.		Neil H Daniels, Inc.	
ITEM	Description	Quantity	Unit	Unit Cost	Total	Unit	Total	Unit	Total	Unit	Total
201.1000	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	5,320.00	\$5,320.00	7,500.00	\$7,500.00	12,000.00	\$12,000.00
203.1500	Common Excavation *	1	LS	\$15,000.00	\$15,000.00	10,400.00	\$10,400.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
203.1600	Solid Rock Excavation	10	CY	\$500.00	\$5,000.00	250.00	\$2,500.00	200.00	\$2,000.00	150.00	\$1,500.00
204.2200	Trench Excavation of Earth, exploratory	20	CY	\$100.00	\$2,000.00	400.00	\$8,000.00	50.00	\$1,000.00	50.00	\$1,000.00
204.2500	Structure Excavation	1	LS	\$12,000.00	\$12,000.00	60,000.00	\$60,000.00	12,500.00	\$12,500.00	12,000.00	\$12,000.00
204.3000	Granular Backfill for Structures	1	LS	\$20,000.00	\$20,000.00	8,100.00	\$8,100.00	10,800.00	\$10,800.00	18,000.00	\$18,000.00
301.2500	Subbase of Crushed Gravel, course *	80	CY	\$50.00	\$4,000.00	45.00	\$3,600.00	60.00	\$4,800.00	75.00	\$6,000.00
301.2600	Subbase of Crushed Gravel, fine *	80	CY	\$50.00	\$4,000.00	45.00	\$3,600.00	60.00	\$4,800.00	75.00	\$6,000.00
529.1500	Removal of Structure	1	EA	\$5,000.00	\$5,000.00	2,480.00	\$2,480.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
555.3000	Precast Conc. Structure (18'wx6'Hx56')	1	EA	\$165,000.00	\$165,000.00	179,690.00	\$179,690.00	180,000.00	\$180,000.00	210,000.00	\$210,000.00
609.1500	Dust and Ice Control with Calcium Chl.	1	TON	\$500.00	\$500.00	1,200.00	\$1,200.00	1,500.00	\$1,500.00	1,000.00	\$1,000.00
613.0602	E-Stone Fill, Type 2	75	CY	\$60.00	\$4,500.00	60.00	\$4,500.00	85.00	\$6,375.00	50.00	\$3,750.00
613.1001	Stone Fill, Type 1 *	20	CY	\$60.00	\$1,200.00	60.00	\$1,200.00	85.00	\$1,700.00	75.00	\$1,500.00
613.1002	Stone Fill, Type 2 *	25	CY	\$60.00	\$1,500.00	60.00	\$1,500.00	85.00	\$2,125.00	100.00	\$2,500.00
613.1004	Stone Fill, Type 4 *	40	CY	\$60.00	\$2,400.00	60.00	\$2,400.00	85.00	\$3,400.00	100.00	\$4,000.00
621.1080	Steel Beam Guardrail with 8 Foot Posts	108	LF	\$25.00	\$2,700.00	41.00	\$4,428.00	40.00	\$4,320.00	35.00	\$3,780.00
621.1160	Steel Beam Guardrail, nested	50	LF	\$31.00	\$1,550.00	50.00	\$2,500.00	40.00	\$2,000.00	38.00	\$1,900.00
621.1520	Anchor for Steel Beam Guardrail	4	EACH	\$1,065.00	\$4,260.00	1,200.00	\$4,800.00	1,500.00	\$6,000.00	1,300.00	\$5,200.00
630.1500	Flaggers	40	HR	\$50.00	\$2,000.00	60.00	\$2,400.00	50.00	\$2,000.00	35.00	\$1,400.00
635.1100	Mobilization/Demobilization	1	LS	\$28,000.00	\$28,000.00	26,000.00	\$26,000.00	40,000.00	\$40,000.00	40,000.00	\$40,000.00
641.1100	Traffic Control, All Inclusive	1	LS	\$5,000.00	\$5,000.00	900.00	\$900.00	10,000.00	\$10,000.00	4,000.00	\$4,000.00
651.1500	Turf Establishment, General Seed	1200	SY	\$2.00	\$2,400.00	1.00	\$1,200.00	2.00	\$2,400.00	1.00	\$1,200.00
651.4006	Grubbing Material, 6 inch	60	CY	\$30.00	\$1,800.00	40.00	\$2,400.00	40.00	\$2,400.00	65.00	\$3,900.00
651.3500	Topsoil	14	CY	\$57.00	\$798.00	60.00	\$840.00	90.00	\$1,260.00	70.00	\$980.00
653.0300	Erosion Control Measures, Maintenance	1	ALL	\$2,000.00	\$2,000.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00
653.1000	Hay Mulch (2 tons/acre)	0.5	TON	\$3,000.00	\$1,500.00	600.00	\$300.00	1,500.00	\$750.00	2,500.00	\$1,250.00
653.2001	Rolled Erosion Control Product, Type 1	400	SY	\$3.00	\$1,200.00	5.00	\$2,000.00	5.00	\$2,000.00	2.50	\$1,000.00
653.5500	Project Demarcation Fence	400	LF	\$5.00	\$2,000.00	5.00	\$2,000.00	2.00	\$800.00	1.50	\$600.00
900.6080	Special Provision (guard rail support)	1	LS	\$4,250.00	\$4,250.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00	3,500.00	\$3,500.00
900.6450	Special Provision (temp drain pipe/pump)	1	LS	\$8,000.00	\$8,000.00	10,000.00	\$10,000.00	35,000.00	\$35,000.00	20,000.00	\$20,000.00
900.6451	Special Provision (temp roadway)	1	LS	\$22,000.00	\$22,000.00	24,000.00	\$24,000.00	32,500.00	\$32,500.00	35,000.00	\$35,000.00
	Total				\$341,558.00		\$384,258.00		\$394,930.00		\$414,960.00
				Math error	\$340,780.00	Math error	\$376,658.00				
					contractor bid		contractor bid				



**INVITATION FOR BIDS  
& CONTRACT DOCUMENTS  
FOR  
Town of Londonderry, VT**

**(BIDS DUE: March 25, 2025 at 2:00pm)**



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**INVITATION TO BID**  
**Londonderry: Rinehart Road Box Culvert**

Sealed bids from pre-qualified contractors shall be accepted for construction of the project hereinafter described. Bid opening will occur publically immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

**Bids due:** March 25, 2025 by 2:00 PM at the Londonderry Town Office, 100 Old School Street, South Londonderry, VT 05155. The envelope shall be marked clearly on the envelope: **Bid Documents: Londonderry: Rinehart Road Box Culvert.**

**Bid Opening:** Bids received timely will be opened and examined immediately after the bid submittal deadline by Town representatives at the Londonderry Town Hall, 139 Middletown Road, South Londonderry. VT 05155. The bid opening is open to public inspection.

Bid proposals will be date stamped on the outside of the envelope immediately upon receipt by the Town. Any bid may be withdrawn in writing prior to the scheduled time for the opening of the bids. Any bid received after the date and time specified will not be considered and will be returned to the bidder unopened. Any exceptions to the bid specifications or proposed work as described must be noted by the bidder. A bidder submitting a bid certifies that the bid was made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf with connection with or obligation to any undisclosed person or firm.

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

**LOCATION:** Rinehart Road: 500' North of the intersection with Barker Road.

**TYPE OF CONSTRUCTION:** Work to be performed under this project includes: Replacement of the existing 6' diameter CMP with a 18' wide x 6' height x 56' long precast box culvert with headwalls/wingwalls.

**CONTRACT COMPLETION DATE:** The Contract shall be completed between July 1<sup>st</sup> and October 1<sup>st</sup>, 2025. A June 1<sup>st</sup> start date may be possible with the Corp of Engineers approval.

**OBTAINING PLANS:** Plans may be obtained electronically from Everett Hammond (engineer) by email or phone at:

Everett Hammond, Engineer  
(802) 376-0042  
[hammondeng@gmail.com](mailto:hammondeng@gmail.com)

# Londonderry: Rinehart Road Culvert

2/24/2025

Instructions to Bidders

**ENGINEERS ESTIMATE:** For this Proposal the Engineers Estimate is \$500,000.

**STANDARD SPECIFICATIONS:** This contract is governed by the Vermont Agency of Transportation (“VTrans”) 2024 Standard Specifications for Construction.

**PRE-BID MEETING (NON-MANDATORY):** There will be a non-mandatory pre-bid meeting on site on **3/6/2025 at 10:00am**.

**QUESTIONS:** During the advertisement phase of this project all questions shall be submitted in writing by **4:00pm on 3/19/2025** and addressed to:

Everett Hammond, Engineer

(802) 376-0042

[hammondeng@gmail.com](mailto:hammondeng@gmail.com)

**Addendum: Response to questions will be sent in an Addendum by email to all contractors by **4:00pm on 3/20/2025**.**

## Contract Requirements

In addition to the Town’s standard contract, Contactors shall be required to comply with Federal Emergency Management Agency (FEMA) contract provisions, which can be found at:

[https://www.fema.gov/sites/default/files/2020-07/fema\\_procurement\\_contract-provisions-template.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_procurement_contract-provisions-template.pdf).

## INSTRUCTIONS TO BIDDERS

### Londonderry: Rinehart Road 18’ x 6’ x 56’ Precast Box Culvert

#### 1. Bid Preparation and Submission

- a. Bidders are expected to examine the specifications, drawings, instructions and the construction site. Failure to do so will be at the bidders’ risk.
- b. All bids must be submitted on the forms provided by the municipality. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder’s name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent’s authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bids shall be sealed in an envelope which shall be clearly marked with the words “Bid Document,” the Invitation to Bid number, any project or other identifying number, the bidder’s name, and the date and time for receipt of bids.
- d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

- f. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph, facsimile (fax) machines, or electronically via the internet or email will not be considered.
- g. All blank spaces under the page(s) headed "Bid Form" must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- i. In case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.
- j. The estimated quantities are not guaranteed and can be adjusted as needed during the project, but are given as a basis for the comparison of bids.

## **2. Explanation and Interpretation to Prospective Bidders**

- a. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it at least 10 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

## **3. Addendum to Invitation for Bids**

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- c. Addenda will be emailed to contractors at least 5 days before the bid

#### **4. Responsibility of Prospective Contractor**

- a. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation's ("VTrans") 2024 Standard Specification for Construction, unless modified in these Contract Documents.
- b. If a bidder submits a unit bid price of zero for a contract bid item, the bid may be declared informal.
- c. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.
- d. When "Optional Bid Items" are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.
- e. When "Alternate Bid Items" are indicated in the Proposal bidders must bid on all pay items in each set of "Alternate Bid Items". Failure to bid on all of the "Alternate Bid Items" in the proposal may result in rejection of the bid.
- f. When the Bid Form for a contract contains pay item(s) which have a quantity of one (1) and a unit price and total price entered, the work will be performed by the contractor according to the contract documents at the unit price listed if such item is determined to be needed by the Engineer.
- g. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

#### **5. Errors and/or Inconsistencies in Contract Documents**

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency discovered in the plans, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

Instructions to Bidders

**6. Availability of Lands for Work, Etc.**

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes to the existing facilities are to be obtained and paid for by the Municipality unless otherwise provided for in the contract documents.

**7. Familiarity with Laws, Ordinances and Regulations**

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.
- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.

**8. Late Submissions, Modifications, and Withdrawal of Bids**

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a.) of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the Municipality on the bid wrapper, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if , before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present. In the event of unforeseen circumstances (severe weather, etc.) the Municipality reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

## 10. Protests

- a. This Section sets forth the exclusive protest remedies available with respect to this solicitation. Each Bidder, by submitting its bid, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this solicitation expressly in consideration for such waiver and agreement by the Bidders. Such waiver and agreement by each Bidder are also consideration to each other Bidder for making the same waiver and agreement.
- b. A Bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the Town. Such notice shall be provided: (a) no earlier than the Notice of Award; and (b) no later than five (5) business days after Town issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of protest the protesting Bidder must file with the Municipality a detailed statement of the

## Instructions to Bidders

- grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions there under.
  - e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Town, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Town shall issue a written decision regarding the protest within thirty (30) calendar days after it receives the detailed statement of protest. Such decision shall be final and conclusive.
  - f. If the Town concludes that the Bidder submitting the protest has established a basis for protest, the Town will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new solicitation or taking other appropriate actions.

## 11. Rejection of Bids

- a. The Municipality may declare a Bid "Informal" and hence rejected if the bid shows any alteration of form, omissions or additions not called for in the bid, lacks proper signatures, is a conditional bid, has alternate bids unless required in the bid, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. The Municipality may reject a bid at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, determines that the best interests of the Municipality, or the awarding authority, will be served.
- d. The Municipality will reject a bid submitted without a Bid Bond.
- e. The Municipality will reject bids which fail to acknowledge the bidder's receipt of any addendum if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- f. The Municipality will decide whether any bid prices are unbalanced above or

Instructions to Bidders

below a reasonable cost analysis value as determined by its Municipal Project Manager. Bids in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.

- g. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the Agency’s policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10.

**12. Contract Award**

- a. The municipality will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering only price and any price related factors specified in the solicitation.
- b. Opened bids will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each bid’s Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. The municipality may reject any and all bids, waive any or all technicalities, and/or advertise for new bids if the municipality determines that the best interests of the municipality will be served.
- d. The municipality may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- e. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**13. Bid Guarantee**

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or

## Instructions to Bidders

a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Bid guarantees of the two lowest bidders that have submitted bids that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all bids may be rejected, and all guarantees may be returned.

**14. Contract Bonds**

- a. A successful bidder entering into a contract for any portion of the work included in a bid shall provide the Town sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Municipality, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

**15. Signing the Contract**

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within thirty (30) calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in(action) of the lowest responsible bidder that has

Instructions to Bidders

- submitted a bid that complies with all the provisions required to make it formal, the bid guarantee accompanying the bid shall become the property of the Municipality, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
  - d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

**16. Taxes and Insurance Requirements**

Taxes and insurance for this project shall be in conformance with Section 103 of the VTrans 2024 Standard Specifications for Construction.

**17. Prompt Pay Compliance**

- a. Vermont’s Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment. Vermont State Statutes Annotated, Title 9, §4003 provides: “Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, a contractor shall pay a subcontractor, and each subcontractor shall in turn pay its subcontractors, the full or proportional amount received for each such subcontractor’s work and materials based on work completed or service provided under the subcontractor, seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor’s invoice, whichever is later.”

**18. Preconstruction Conference**

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality, Design and/or Resident Engineer, Municipal Project Manager (MPM), and other interested parties convened by the Municipality’s engineer/representative. The conference will serve to acquaint the participants with the general plan for the construction operation and all other requirements of the contract. The municipality will provide the successful bidder with the date, time and place of the conference. **Note:** If the specific material testing and certification requirements are not included elsewhere in the contract documents, they will be provided by the Municipality to the contractor at the preconstruction conference.

**19. Waste Borrow and Staging Areas**

- a. The opening and use of offsite waste, borrow and staging areas shall

Instructions to Bidders

follow the applicable provisions of Section 105 of the VTrans Standard Specifications for Construction, 2024 Edition.

- b. The Contractor and/or property owner shall obtain all necessary permits and clearances prior to using off site waste, borrow or staging areas.

**20. Contaminated Soils**

If contaminated soils or groundwater are encountered during the course of construction, the Contractor is directed to contact: Mr. Andy Shively, Hazardous Material and Waste Coordinator, of the Vermont Agency of Transportation at [andy.shively@vermont.gov](mailto:andy.shively@vermont.gov) or by phone at . (802) 229-8740 or by pager at (802) 250-4666.

**21. Contract Documents**

A Sample Construction Contract will be sent to the successful bidder prior to signing of the contract.

**22. Liquidated Damages**

The CONTRACTOR will complete the project by October 1, 2025, unless extended by the Town. In the event the work is not completed, CONTRACTOR will pay liquidated damages of \$500/day for each consecutive calendar day until the work is completed.

**23. Warranty**

The Chosen Contractor shall warranty their work to be free from defects in material and workmanship for a period of one year from substantial completion.

**24. Insurance Requirements**

WORKERS' COMPENSATION: The CONTRACTOR is required to carry full and complete Workers' Compensation insurance for all employees engaged in work on this project. The same requirements for Workers' Compensation insurance shall apply to any subcontractor engaged on this project. The Chosen Contractor shall, prior to a Purchase Order being issued, produce a certificate of insurance demonstrating same to the Town. The Chosen Contractor shall keep said insurance, and the Town's additional insured status, in full force throughout the course of the project.

GENERAL LIABILITY INSURANCE: The Chosen Contractor shall supply the Town with a Certificate of Insurance showing liability coverage no less than \$1,000,000/\$2,000,000. The Chosen Contractor shall cause the Town to be made an additional insured on the Chosen Contractor's liability insurance, on a primary and non-contributing basis. The Chosen Contractor shall, prior to a Purchase Order being issued, produce a certificate of insurance demonstrating same to the Town. The Chosen Contractor shall keep said insurance, and the Town's additional insured status, in full force throughout the course of the project.

**BID FORM**  
**Londonderry**  
**Rinehart Road: 18' x 6' x 56' Precast Box Culvert**

Proposal of \_\_\_\_\_  
(hereinafter called Bidder), organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ doing business as

\_\_\_\_\_ (a corporation, a partnership, of an individual)

To the **Town of Londonderry**, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **October 1<sup>st</sup>, 2025.**

Bidder acknowledges receipt of the following Addenda:

\_\_\_\_\_

Londonderry: Rinehart Road Culvert  
Bid Form

2/24/2025

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

**BASE BID TAB – BASIS OF CONTRACT AWARD**

VAOT ITEM	ITEM DESCRIPTION	UNIT	BID QTY	UNIT PRICE	TOTAL PRICE
201.1000	Clearing and Grubbing, Including Individual Trees & stumps Unit Price in Words: _____	LS	1	\$	\$
203.1500	Common Excavation (Modified VTRANS to Lump Sum) Unit Price in Words: _____	LS	1	\$	\$
203.1600	Solid Rock Excavation Unit Price in Words: _____	CY	10	\$	\$
204.2200	Trench Excavation of Earth, exploratory Unit Price in Words: _____	CY	20	\$	\$
204.2500	Structure Excavation (Modified VTRANS to Lump Sum) Unit Price in Words: _____	LS	1	\$	\$
204.3000	Granular Backfill for Structures (Modified VTRANS limits) Unit Price in Words: _____	LS	1	\$	\$
301.2500	Subbase of Crushed Gravel (Course Graded) Unit Price in Words: _____	CY	80	\$	\$
301.2600	Subbase of Crushed Gravel (Fine Graded) Unit Price in Words: _____	CY	80	\$	\$
529.1500	Removal of Structure Unit Price in Words: _____	EA	1	\$	\$
555.3000	Precast Concrete Structure (18'x6'x56'; see attached) Unit Price in Words: _____	EA	1	\$	\$
609.1500	Dust and Ice Control with Calcium Chloride Unit Price in Words: _____	TON	1	\$	\$
613.0602	TypeE2-Stone fill (in box; 18' x 2' x 56'/27=75 CY) Unit Price in Words: _____	CY	75	\$	\$
613.1001	Stone Fill, Type I (swale rip rap, 480 SF x 1'/27 = 18 CY) Unit Price in Words: _____	CY	20	\$	\$
613.1002	Stone Fill, Type II (inlet rip rap, 340 SF x 2'/27 = 25 CY) Unit Price in Words: _____	CY	25	\$	\$
613.1004	Stone Fill, Type IV (outlet rip rap, 340 SF x 3'/27 = 38 CY) Unit Price in Words: _____	CY	40	\$	\$
621.1080	Steel Beam Guardrail with 8 Foot Posts Unit Price in Words: _____	LF	108	\$	\$
621.1160	Steel Beam Guardrail, nested Unit Price in Words: _____	LF	50	\$	\$
621.1520	Anchor for Steel Beam Guardrail Unit Price in Words: _____	EACH	4	\$	\$

# Londonderry: Rinehart Road Culvert

2/24/2025

## Bid Form

630.1500	Flaggers (for sign installation/removal) Unit Price in Words: _____	HR	40	\$	\$
635.1100	Mobilization/Demobilization Unit Price in Words: _____	LS	1	\$	\$
641.1100	Traffic Control, All Inclusive (see attached description) Unit Price in Words: _____	LS	1	\$	\$
651.1500	Turf Establishment, General Seed Unit Price in Words: _____	SY	1200	\$	\$
651.4006	Grubbing Material, 6 inch Unit Price in Words: _____	CY	60	\$	\$
651.3500	Topsoil Unit Price in Words: _____	CY	14	\$	\$
653.1000	Hay Mulch (2 tons/acre) Unit Price in Words: _____	TON	0.5	\$	\$
653.0300	Erosion Control Measures, Maintenance (Allowance) Modified VTRANS to Allowance (ALL), see attached	ALL	1	\$2,000	\$2,000
653.2001	Rolled Erosion Control Product, Type 1 Unit Price in Words: _____	SY	400	\$	\$
653.5500	Project Demarcation Fence Unit Price in Words: _____	LF	400	\$	\$
900.6080	Special Provision (guard rail support) (see attached) Unit Price in Words: _____	LS	1	\$	\$
900.6450	Special Provision (Temporary drain pipe/pump) Modified VTRANS to Lump Sum (LS) Unit Price in Words: _____	LS	1	\$	\$
900.6451	Special Provision (Temporary Roadway) (see attached) Unit Price in Words: _____	LS	1	\$	\$

NOTE: Refer to item descriptions for modified pay items

**Total Base Bid**      \$ \_\_\_\_\_

Total Base Bid Written \_\_\_\_\_

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 as specified within the Contract Documents.

Londonderry: Rinehart Road Culvert

2/24/2025

Bid Form

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Date

ATTEST (Name and Signature): \_\_\_\_\_

LIST 3 REFERENCES:

- 1)
- 2)
- 3)

- |                     |                         |
|---------------------|-------------------------|
| LS = lump sum       | LU = lump unit          |
| EA = each           | CY = cubic yard         |
| SF = square yard    | LF = linear foot        |
| SF = square feet    | TON = ton               |
| CWT = hundredweight | MGAL = thousand gallons |
| GAL = gallon        | LB = pound              |
| HR = hour           |                         |

**BASE BID TAB – MODIFIED PAY DESCRIPTIONS**

VAOT ITEM	ITEM DESCRIPTION
203.1500	Common Excavation (Modified VTRANS to Lump Sum): The pay for this line item has been modified from Cubic Yards (CY) to Lump Sum (LS). It is for the 6,600SF of excavation for the road subgrade prior to the installation of gravels. The estimated volume is 100' x 24' width x 2' average depth/27 = 178 CY. USE 200 CY <b>PAID FOR AS LUMP SUM.</b>
204.2500	Structure Excavation (Modified VTRANS to Lump Sum): The pay for this line item has also been modified from Cubic Yards (CY) to Lump Sum (LS). This is for the excavation for the 18' wide x 6' tall x 56' long precast box culvert. <b>PAID FOR AS LUMP SUM.</b>
204.3000	Granular Backfill for Structures (Modified VTRANS limits): The pay for this line item has also been modified from Cubic Yards (CY) to Lump Sum (LS). This is for the granular backfill above the bedding of the box culvert, a minimum of 2' width to the gravel surface of the road. The maximum pay limit shall be 4' beyond the outside of the box culvert edge. Calculated as 56' x 4' width 8' height (estimated) x 2 sides/27 = 133 CY. Plus 4' beyond the back of each wingwall. 26' (length of the 4 wingwalls) x 8' maximum height x 4'/27= 31CY. TOTAL Estimated granular fill: 154 CY. USE 180 CY <b>PAID FOR AS LUMP SUM.</b>
555.3000	Precast Concrete Structure (18' W x 6' H x 56' L): The pay for this item shall include the following: This work will include all work associated with the installation of the new precast 4-sided box culvert and wingwalls. The installation of the precast box culvert shall include the following: <ul style="list-style-type: none"> <li>• Excavation (included in 204.2500 – see above)</li> <li>• This shall be for the placement of the precast concrete footings for the precast 4-sided box culvert and wingwalls. The concrete footings shall be State of Vermont Class B concrete with 5% air and 4" maximum slump.</li> <li>• Bedding: 12" of Coarse Dense Grade (or equal) capped with 2" +/- of course surepak (or equal) fine graded to within ¼" or less. Use of Stone may be used if approved by the engineer.</li> <li>• 18' x 6' x 56' Precast Concrete Box Culvert designed to HL-93 loading with 0' to 4' of cover. The inlet and outlet of the box shall be manufactured plumb.</li> <li>• Crane for placement of the box and wingwalls.</li> <li>• Setting of the Precast Concrete Box Culvert, wingwalls and headwall.</li> <li>• External hardware tying the precast sections together (4 per joint) – left in place.</li> <li>• Installation of 4" underdrain along the box, wrapped in fabric (2' width, 3' height, wrapped in Mirafi 140N filter fabric – or equal), discharging through the outlet wingwalls.</li> <li>• E stone in the box culvert as shown on the drawing is included in 613.0602.</li> <li>• Granular backfill and compaction to 95% modified proctor. Granular backfill (VTRANS Specification 704.08A) shall be installed a minimum of 2' from the outside of the box vertically to the road subgrade. (included in 204.3000)</li> <li>• All joints shall be mortared along the top and vertical sides outside the box. The mortar on the outside of the box shall be smooth to avoid damaging the membrane.</li> <li>• The lift hook holes shall be sprayed with expanding foam prior to backfill.</li> <li>• Prior to backfilling, the outside of the box shall be covered with an impervious liner as specified by the concrete box supplier.</li> </ul> The precast box culvert must be from a National Precast Concrete Association (NCPA) certified plant. If made by a contractor, it will need to be certified by a current State of VT licensed structural engineer that it meets all current structural design and construction standards and current VTRANS standards and specifications. Pre-cast structures made by contractors will need to be certified by a current licensed structural engineer that it meets all design and construction standards of the current VTRANS standards and specifications. The pre-cast structures made by contractors will also need to be accompanied by an inspection report by a structural engineer licensed in the State of Vermont. <b>PAID FOR AS LUMP SUM.</b>

# Londonderry: Rinehart Road Culvert

2/24/2025

## Notices to Bidders

613.1001	<p>Stone Fill, Type 1 (Modified VTRANS item): Type 1 rip rap shall be installed in the ditch line from the outlet of the culvert to wingwall 3.</p> <p><b>PAID FOR BY THE CUBIC YARD (CY)</b></p>
613.1002	<p>Stone Fill, Type 2 (Modified VTRANS item): Type 2 rip rap shall be installed at wingwalls 1 and wingwall 2 at a depth of 2' below the toe of the stone and matching the grades shown on plan sheet 2. The rip rap shall be laid back at a 1 horizontal to 3' vertical slope or as shown on plan sheet 2. The joints of the stone shall be tight and have a minimum of 3 points of contact with the stone layer below and on either side.</p> <p><b>PAID FOR BY THE CUBIC YARD (CY)</b></p>
613.1004	<p>Stone Fill, Type 4 (Modified VTRANS item): Type 4 rip rap shall be installed at wingwall 3 and wingwall 4 at a depth of 3' below the toe of the stone and matching the grades shown on plan sheet 2. The rip rap shall be laid back at a 1 horizontal to 3' vertical slope or as shown on plan sheet 2. A 5' wall using square type rip rap shall be installed at the end of wingwall 4 out a distance of 5'. The joints of the stone shall be tight and have a minimum of 3 points of contact with the stone layer below and on either side. The backfill behind the stone shall be course gravel /stone a minimum distance of 1' behind the wall.</p> <p><b>PAID FOR BY THE CUBIC YARD (CY)</b></p>
641.1100	<p>Traffic Control, All Inclusive: Appropriate signs for the temporary road shall be installed by the contractor. All signs shall be reflective for night visibility.</p> <p><b>PAID FOR AS LUMP SUM (LS)</b></p>
653.0300	<p>Erosion Control Measures, Maintenance (Allowance): An allowance has been carried in each bidders pay item for this work. Details of erosion control will be provided to the successful bidder. Payments will be made on time and expense based on work completed as approved by the engineer.</p> <p><b>PAID FOR AS AN ALLOWANCE (ALL)</b></p>
900.6080	<p>Special Provision (guard rail support): The four posts over the box culvert shall be prepped, formed and poured in concrete as follows:</p> <ul style="list-style-type: none"> <li>• A 25' long x 2' wide x 1.5' depth form shall be poured for the 4 posts over the box on each side of the road. The bottom of the form shall be a minimum of 3" above the top of the box.</li> <li>• A 12" x 12" x 1/4" minimum steel plate shall be placed under each post</li> <li>• The posts shall be set in place during the pouring of the form</li> </ul> <p>The estimated concrete shall be (2 sides) x 25' x 2' width x 1.5' thick/27 = 5.6 CY (USE 6 CY)</p> <p><b>PAID FOR AS LUMP SUM (LS)</b></p>
900.6451	<p>Special Provision (Temporary drain pipe/pump):</p> <p>The contractor shall excavate, provide temporary piping, install, backfill and remove temporary drainage pipe to maintain flow to the existing stream. The temporary culvert shall be a minimum 42" diameter with sand bags 1' over the top of pipe at the inlet end. The contractor may use a larger size to reduce flooding risks. This piping shall be removed by the contractor after the new drainage structure is prepared to accept the stream. An option, depending on the approval of the VT Stream Alteration Engineer is an adequately sized pump providing the site will accept any flash overflows bypassing the pump. The hydraulic study has been attached for use by the contractor.</p> <p><b>PAID FOR AS LUMP SUM</b></p>

Notices to Bidders

<p>900.6450</p>	<p>Special Provision (Temporary Roadway):</p> <ol style="list-style-type: none"> <li>1. DESCRIPTION. This work shall consist of the construction, maintenance, and removal of a temporary roadway used to maintain traffic within the project limits as shown in the Plans and as directed by the Engineer.</li> <li>2. MATERIALS. Prior to installation of material over the wetland area, the contractor shall fill in the road side ditch and stream bed followed by the installation of road stabilization fabric (or other approved methods) to a width of 20'. The Contractor may use any material or combination of materials that meet with the approval of the Engineer. The Engineer reserves the right to reject materials that will not meet structural requirements. Unless otherwise specified in the Plans, a minimum of 18 inches of approved gravel or other acceptable subbase material shall be provided for the full width of the typical section. This may be reduced to 15" if the temporary road is stable with a half loaded 10 wheel dump truck.</li> <li>3. CONSTRUCTION REQUIREMENTS. Where roadways are not being constructed on in-situ materials, embankments shall be constructed of acceptable fill material, compacted to adequately support the loading requirements of the connected highway(s). The 18 inches of approved gravel or other acceptable subbase material shall be provided for the full width of the typical section.</li> <li>4. METHOD OF MEASUREMENT. The quantity of Special Provision (Temporary Roadway) measured for payment will be on a lump sum basis for each temporary roadway specified on the Plans or in the Contract. Where temporary roadway phases are specified, the quantity of Special Provision (Temporary Roadway) measured for payment will be on a lump sum basis for each temporary roadway phase specified.</li> <li>5. BASIS OF PAYMENT. The accepted quantity of Special Provision (Temporary Roadway) will be paid for at the Contract lump sum price for each temporary roadway. Where temporary roadway phases are specified, the accepted quantity of Special Provision (Temporary Roadway) will be paid for at the Contract lump sum price for each temporary roadway phase specified.</li> </ol> <p>Payment will be full compensation for constructing, maintaining and removal of the temporary roadway including required excavation, fill materials, subbase materials, temporary retaining structures or bracing, temporary bridge/piping, for submitting Construction Drawings where required; for removing those portions of the temporary roadway not being incorporated in the permanent work or as directed by the Engineer; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.</p> <p>GRANULAR BASE MATERIAL:          Measurement: 180' x 22' x 1.5' gravel/27 = 220 CY (22' average width for 20' road width)          Plus 30' x 4' x 30' width for material across the stream =133 CY          Use 400 CY granular base</p> <p>ROAD STABILATION FABRIC:          Woven filter fabric over the wetlands: 150' x 20' = 333 SY          USE 350 SY road stabilization fabric (Mirafi 700x or equal)</p> <p><b>PAID FOR AS LUMP SUM PER VTRANS 900.6450</b></p>
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**NOTICES TO BIDDERS**

**NOTICE TO BIDDERS – CONTRACT COMPLETION DATE.** This Contract shall be completed on or before October 1<sup>st</sup>, 2025.

**NOTICE TO BIDDERS – DAVIS-BACON.** U.S. Department of Labor Davis-Bacon wage rates **are NOT** applicable to this Contract.

**NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.**

(a) During construction it will be necessary for the Contractor to maintain signs for full closure.

(b) There may be special events throughout the year that may require close communication and coordination between the Contractor and the municipality to reduce conflicts. The municipality will advise the Engineer and Contractor of the specifics of each event and the Engineer will direct the Contractor as to what actions, if any, will be necessary on the Contractor's part to minimize impacts to the event. Special events that may conflict with Contractor operations are not limited to those which may be listed in this Notice to Bidders. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around any listed or unlisted special events.

**NOTICE TO BIDDERS – STAGING AND WASTE SITES.** The Contractor is hereby notified that the Vermont Natural Resources Board has requested that VTrans contractors planning to use staging and waste sites governed by preexisting Act 250 permits notify District Coordinators prior to using these sites. Complying with preexisting Act 250 permits at these sites is the sole responsibility of the landowner and the Contractor, not the State.

**NOTICE TO BIDDERS – SURFACE WATER WITHDRAWAL.** The Contractor is hereby notified that the Vermont state law, Act 135 of 2022, requires any person withdrawing surface water (as defined in 10 V.S.A. § 1002 (20)) to register with and report the water withdrawal and usage to the Vermont Department of Environmental Conservation beginning January 1, 2023. Guidance can be found here: <https://dec.vermont.gov/watershed/rivers/streamflow-protection/act-135-surface-water-withdrawal-registration-and-reporting>

**NOTICE TO BIDDERS – 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 utilities.

Notices to Bidders

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 72 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 – PROHIBITION OF RUSSIAN GOODS.** The Contractor is hereby notified that, pursuant to Vermont Executive Order No. 02-22, dated March 3rd, 2022, the purchase of Russian-sourced goods and goods produced by Russian entities (defined as institutions or companies that are headquartered in Russia or have their principal place of business in Russia) is prohibited. The awarded Contractor must fill out and sign the Executive Order 02-22 Vendor Certification as part of Contract awarding process.

Notices to Bidders

**NOTICE TO BIDDERS – STANDARD DRAWINGS.** The Vermont Agency of Transportation Standard Drawings listed on the Index of Sheets are not included in the plan set, but may be found at the following address:

<https://vtrans.vermont.gov/cadd/downloads>

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO SECTION 101 – DEFINITIONS**

**101.02. DEFINITIONS**, are hereby modified by deleting the existing following definitions and replacing as follows:

**AGENCY** – Wherever the word Agency appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Town of Londonderry**, except when referenced to documents or publications.

**CALENDAR DAY** – Any day shown on the calendar, beginning and ending at midnight.

**CHANGE ORDER** – A document recommended by the Engineer, signed by the Contractor and the Municipality, and approved by the Agency of Transportation authorizing changes in the plans or quantities or both, establishing the basis of payment and time adjustments for the Work affected by the changes.

**CONSTRUCTION ENGINEER** – Wherever the term Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Municipal Project Manager and/or Full Time Employee in Responsible Charge.

**CONTRACT COMPLETION DATE** - The calendar date specified in the Contract and as adjusted by Change Order when applicable, by which the Contractor shall

Notices to Bidders  
achieve Substantial Completion.

**CONTRACT** –

The written agreement between the Municipality and the Contractor setting forth the obligations of the parties relative to the performance of the work. The Contract includes the Contract agreement, Contract Bonds, Project permits, Notices to Bidders, Contract Plans, Addenda, Standard Drawings, Special Specifications, the Standard Specifications for Construction, and any Supplemental Agreements or supporting documents that are required to complete the work in an acceptable manner.

**CONTRACT BOND(S)** –

The approved forms of security, signed, notarized and furnished by the Contractor and the Contractor's Surety or Sureties, guaranteeing complete performance of the Contract, compliance with the Contract, and the payment of all legal debts pertaining to the construction of the Project or work.

**CONTRACTOR(S)** –

The individual, partnership, firm, corporation, any acceptable combination thereof, or a joint venture which is a party to the Contract with the Agency which is undertaking the performance of the work under the terms of the Contract and acting directly or through its agent(s) or employee(s). The term "Contractor" means the prime Contractor as differentiated from a Subcontractor. All Contractors must be registered with the Vermont Secretary of State. The Contractor will act in an independent capacity and not as officers or employees of the State.

**ENGINEER** – Wherever the term Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Resident Engineer (RE).

**MATERIALS MANAGER** – Whenever the term Materials Manager appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; **Hammond Engineering**.

**REGIONAL CONSTRUCTION ENGINEER** – Whenever the term Regional Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Town of Londonderry**.

**RESIDENT ENGINEER** – An entity employed by the Municipality to perform supervisory duties including the oversight of testing services on the project.

**SECRETARY** – Wherever the term Secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the **Town of Londonderry Selectboard**.

**STATE** – Wherever the term State appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Town of Londonderry Selectboard**.

Notices to Bidders

**SURETY** – An individual or legal entity acceptable to the Town executing the bond or bonds furnished by the bidder or contractor.

**ADVERTISEMENT** – A public announcement, inviting bids for work to be performed or materials to be furnished.

**AGREEMENT** – The written instrument which is evidence of the agreement between the Municipality and the Contractor.

**AWARD** – The formal acceptance by the Municipality of a bid.

**BID** – The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BID BOND** – A bid guarantee as outlined in the Instructions to Bidders for Contracts.

**BIDDER** – The individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements.

**CONTRACT TIME** – The time allowed for completion of the contract including authorized time extensions.

**INCIDENTAL AND INCIDENTAL ITEM** – These terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices, and the bid prices submitted by the contractor shall be sufficient to absorb the cost of all work designated as incidental or as incidental items.

**INVITATION FOR BIDS** – An advertisement for receiving bids for all work and/or materials on which bids are invited from prospective contractors.

**MUNICIPAL PROJECT MANAGER** – A person or firm employed or appointed by the Municipality to provide administrative services for the project.

**NOTICE OF AWARD** – The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

**OWNER** – Town of Londonderry, VT.

**Annual Prequalification** – The Agency of Transportation process by which an entity is generally approved to bid on contracts advertised by the Local Project Sponsor. Depending on the project size annual prequalification may be the only prequalification necessary.

**PROPOSAL** – The offer of a bidder, on the prescribed form, to perform work and/or provide materials at the price quoted in the offer.

**PROPOSAL FORM** – The prescribed form on which the Municipality requires the Bid be submitted.

**PROPOSAL GUARANTEE** – The security furnished with a bid to ensure that the bidder will enter into a contract if the bidder's proposal is accepted by the Municipality.

**SUBCONTRACTOR** – An individual or legal entity to which the contractor sublets a part of the work included in the contract.

**TESTING FIRM** – An independent firm employed by the Municipality or Resident Engineer to perform all sampling and testing of materials as specified in the Contract Documents and as defined in the VTrans Qualified Laboratory Program.

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO SECTION 105. CONTROL OF THE WORK**

**105.11 CONSTRUCTION STAKES. Part (a) Initial Layout. (b) Layout of Subgrade and (c) Permanent Marking Layout.** delete these paragraphs in their entirety and replace with the following:

Horizontal and vertical control information for the project is shown on the project plans or shall be based on existing conditions. The information is sufficient to enable the Contractor to stake the project. The Contractor shall perform all staking requirements for the proposed work. The Contractor will be responsible for the accuracy and preservation of the staking. A CADD Drawing will be provided to the awarded contractor upon request.

**NOTICE TO BIDDERS - MUNICIPAL PROJECTS REVISIONS TO SECTION 106 – CONTROL OF MATERIAL**

**106.03 SAMPLES AND TESTS.**

An independent firm employed by the Municipality or Resident Engineer will perform sampling and testing of materials as specified in the Contract Documents. The Contractor shall also be responsible for their Quality Control.

**CHANGE ORDER**

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

Change Order No: \_\_\_\_\_

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

Municipality: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract:

Justifications:

Change to Contract Price: \$ \_\_\_\_\_

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) decreased by: \$ \_\_\_\_\_

New Adjusted Contract Price: \$ \_\_\_\_\_

Change to Contract Time: \_\_\_\_\_

The Contract Time will be (increased) decreased by \_\_\_\_\_ Calendar days

The date for completion of all work will be \_\_\_\_\_

**APPROVALS**

Contractor: \_\_\_\_\_

Construction Inspector: \_\_\_\_\_

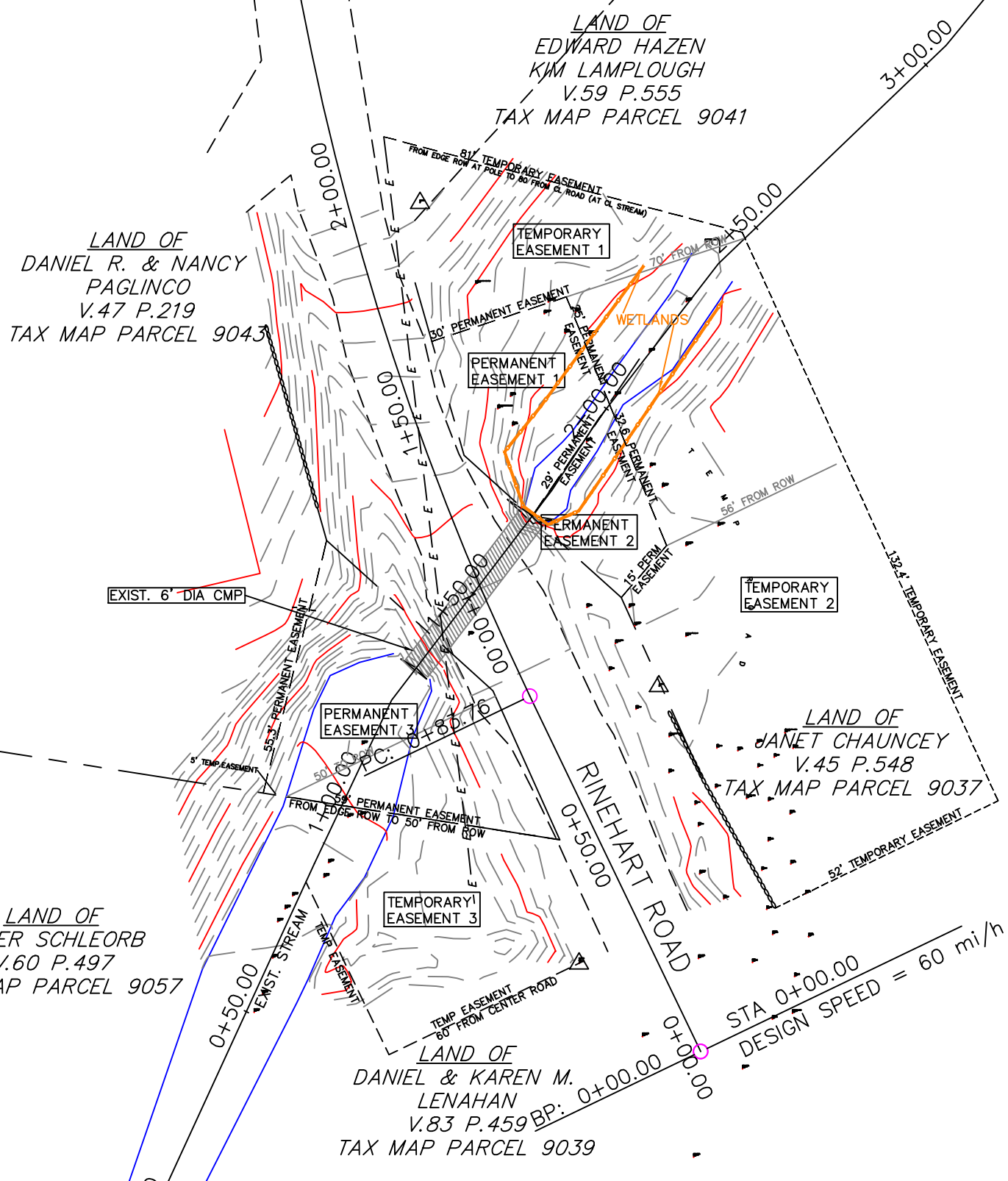
Municipality: \_\_\_\_\_

Londonderry: Rinehart Road Culvert

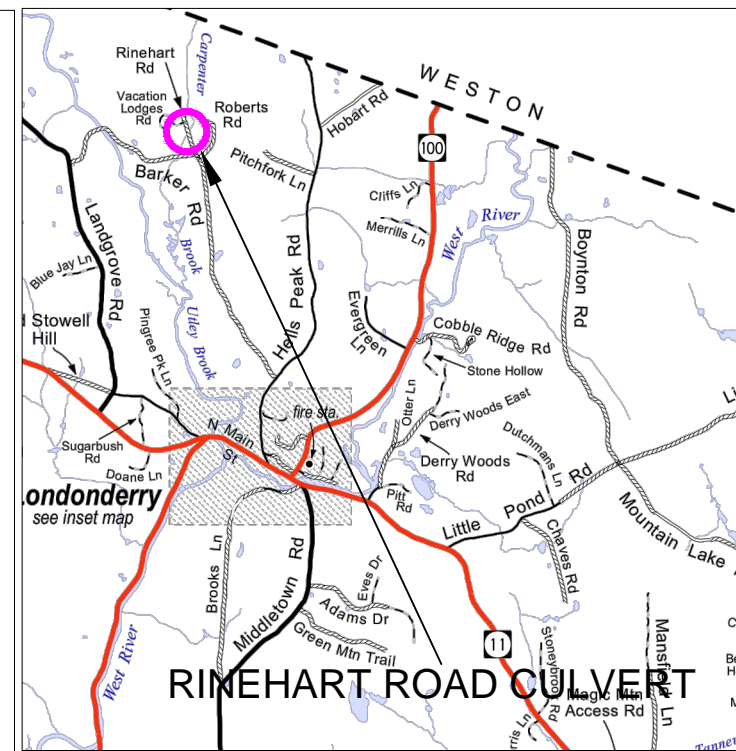
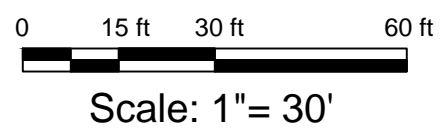
2/24/2025

Notices to Bidders

# RINEHART FEMA DI (JULY 2023 EVENT# 4720DR) PROJECT # 798195



## BID PLANS



## LOCATION MAP

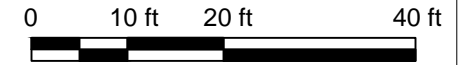
### EXISTING LEGEND

-----	APPROXIMATE PROPERTY LINE
-----	APPROXIMATE RIGHT OF WAY LINE
— W — W — W —	WATER LINE
□	GRADE STAKE
○	IRON PIN FOUND
○ (with green outline)	DECIDUOUS TREE
○ (with green outline)	CONIFEROUS TREE
— — — — —	STONE WALL
○	UTILITY POLE
— OHW — OHW — OHW —	OVERHEAD WIRE
~ ~ ~ ~ ~	BROOK
⊙	WELL
▲	CONTROL POINT
⊙ (with 'B-1')	SOIL BORING
— (with orange outline)	WETLAND BOUNDARY

- ### GENERAL CONSTRUCTION NOTES
- Contractor to call DIGSAFE at least 72 hours prior to construction.
  - The State of Vermont Specifications shall be adhered to.
  - All Materials to be installed in accordance with manufactures specifications and instructions.
  - It shall be the contractors responsibility to comply with OSHA and VOSHA requirements.
  - Construction signs shall conform to MUTC Standards.
  - Box shall be designed for HL-93 loading with 0 TO 4' of cover.
  - Box shall be anchored to footing (see detail) and external hardware shall remain on the box
  - Wetlands were delineated and flagged by Connecticut Valley Environmental Services, Inc. in accordance with the most recent versions of the Army Corp of Eng. 1987 Wetlands Delineation Manual and the 2012 Regional Supplement to the Corp of Eng. Wetland Delineation Manual: Northcentral and Northeast Region.
  - Contractor to wash equipment before arriving to the the sight.
  - VTRANS Best Management Practices (BMP's) on roadside terrestrial. invasive plants (9/10/2012 Document) must be followed.
  - A VTRANS hydraulic study is included in the specification documents.

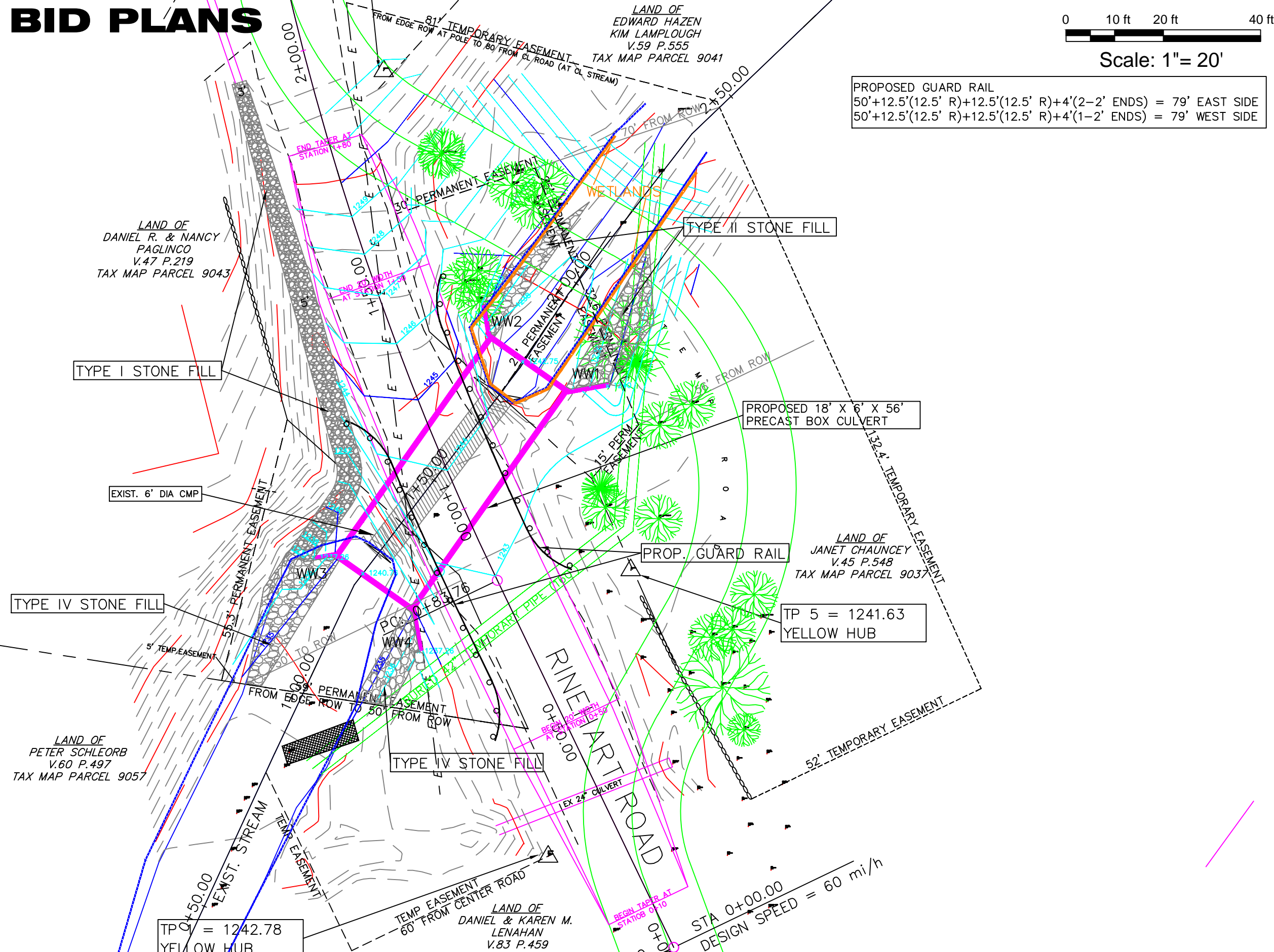
Project No.	RINEHART_ROAD_CULVERT
Scale	1"=30'(11X17)
Date	2/17/2025
<b>1/7</b>	
Revision	
date	
<b>Town of Londonderry, VT</b> 100 Old School St., South Londonderry, VT 05155 <b>Rinehart Road Culvert</b> <b>EXISTING CONDITIONS</b>	
<b>Hammond Engineering</b> Everett T. Hammond, PE 5 Lincoln St, Springfield, VT 05156 Phone: (802) 885-3872	

# BID PLANS



Scale: 1" = 20'

PROPOSED GUARD RAIL  
 $50' + 12.5'(12.5' R) + 12.5'(12.5' R) + 4'(2-2' ENDS) = 79' \text{ EAST SIDE}$   
 $50' + 12.5'(12.5' R) + 12.5'(12.5' R) + 4'(1-2' ENDS) = 79' \text{ WEST SIDE}$



## PROPOSED 18' X 6' X 56' PRECAST BOX CULVERT

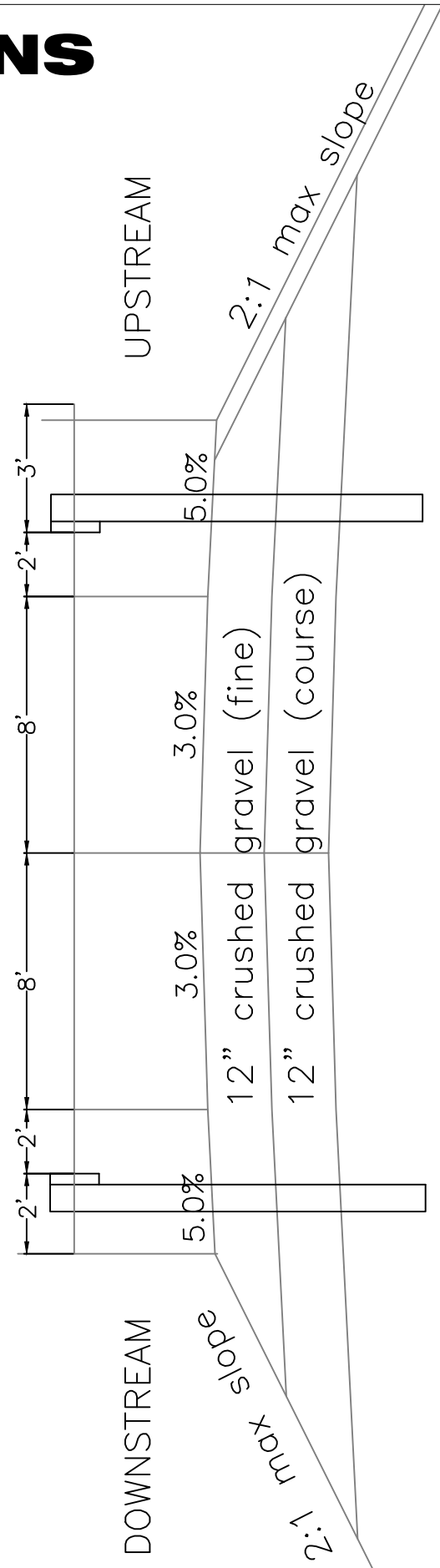
Project No.	RINEHART ROAD CULVERT
Scale	1"=20'(11X17)
Date	2/17/2025
<b>2/7</b>	
Revision	
date	

**Town of Londonderry, VT**  
 100 Old School St., South Londonderry, VT 05155  
**Rinehart Road Culvert**  
**Proposed Box Culvert**

**Hammond Engineering**  
 Everett T. Hammond, PE  
 5 Lincoln St, Springfield, VT 05156  
 Phone: (802) 885-3872

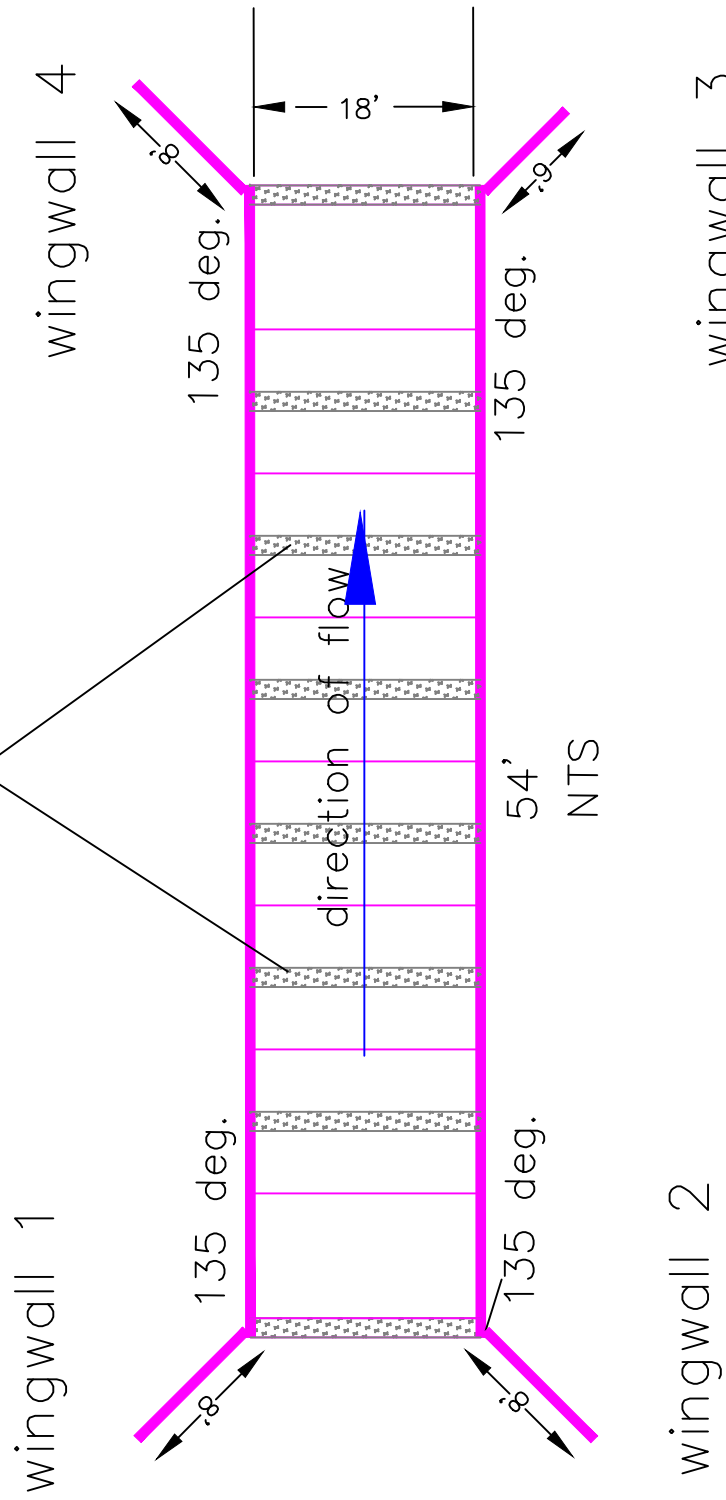
# BID PLANS

NOTE: Guard Rail shall be 20' face to face  
Verify with Engineer prior to installation.



## Typical Road Section nts

Install 12" high weirs at the inlet, mid sections and the outlet.  
Weirs to be concrete: 12" width x 12" height (EDGE); 6" height (center)



## WINGWALL DIMENSIONS

**Hammond Engineering**  
Everett T. Hammond, PE  
5 Lincoln St, Springfield, VT 05156  
Phone: (802) 885-3872

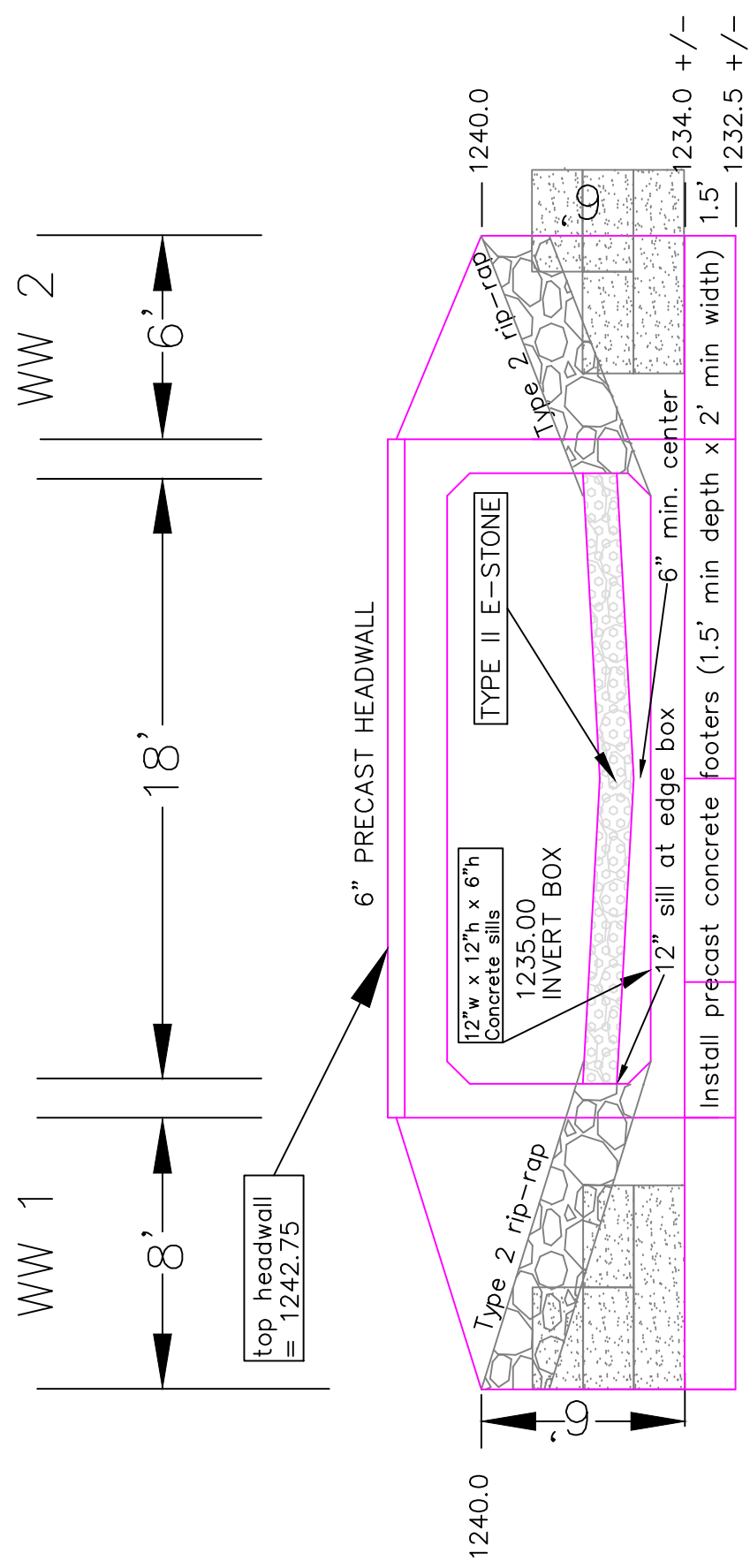
**Town of Londonderry, VT**  
100 Old School St., South Londonderry, VT 05155  
**Rinehart Road**  
**Typical Sections**

**3/7**

Project No. RINEHART\_ROAD\_CULVERT  
Scale NTS  
Date 2/17/2025

date Revision

# BID PLANS

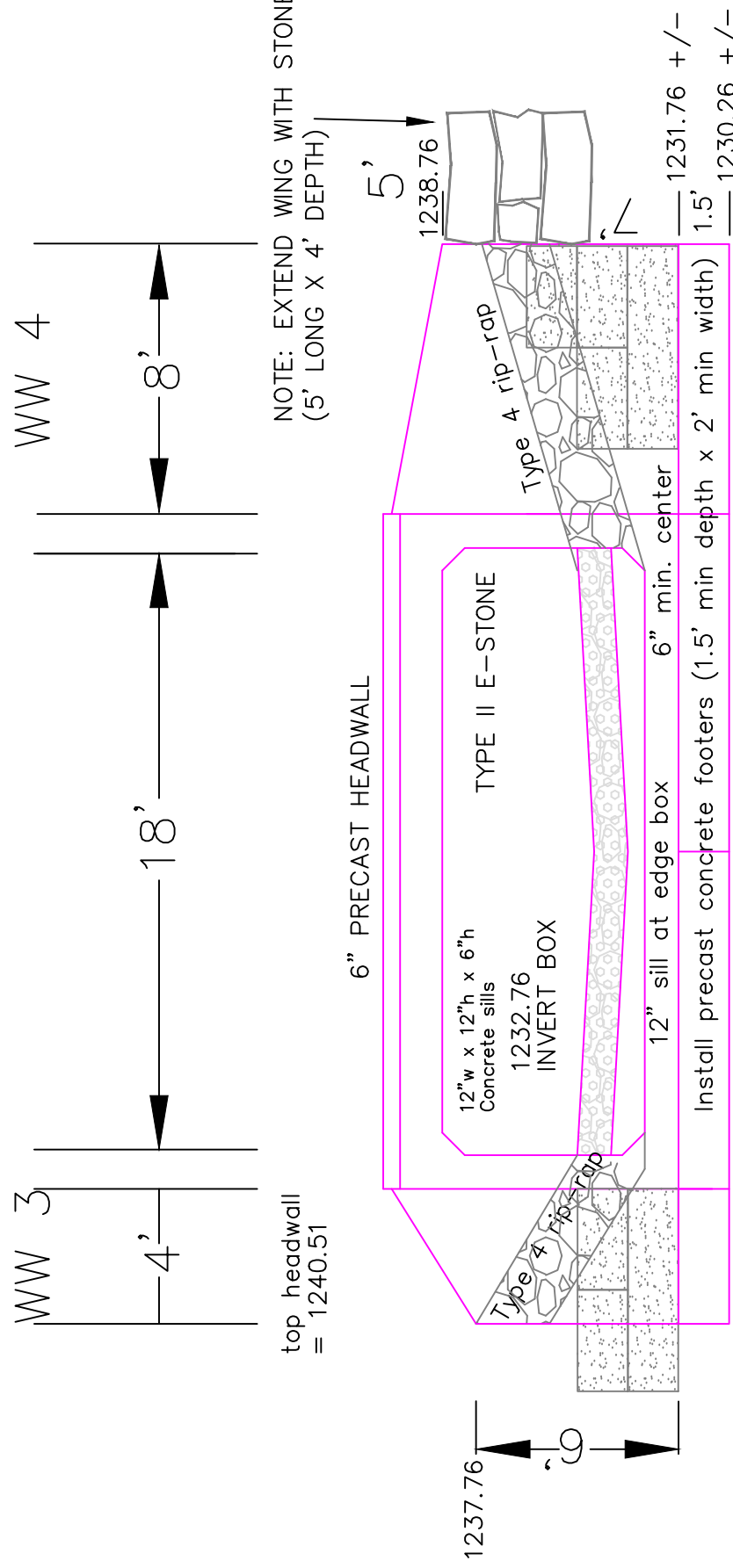


NOTE: Install 4 concrete waste blocks (6'x3'x1.5') at direction of engineer

NOTE: Sills to be installed at inlet, outlet and every section Sills shall be 12" wide, 12" height (edge), 6" height (center)

## Inlet Section A-A Proposed 18' x 6' Precast Box

### MAKE 4



NOTE: Install 3 concrete waste blocks (6'x3'x1.5') at direction of engineer

NOTE: Sills to be installed at inlet, outlet and every section Sills shall be 12" wide, 12" height (edge), 6" height (center)

## Outlet Section A-A Proposed 18' x 6' Precast Box

**Hammond Engineering**  
Everett T. Hammond, PE  
5 Lincoln St, Springfield, VT 05156  
Phone: (802) 885-3872

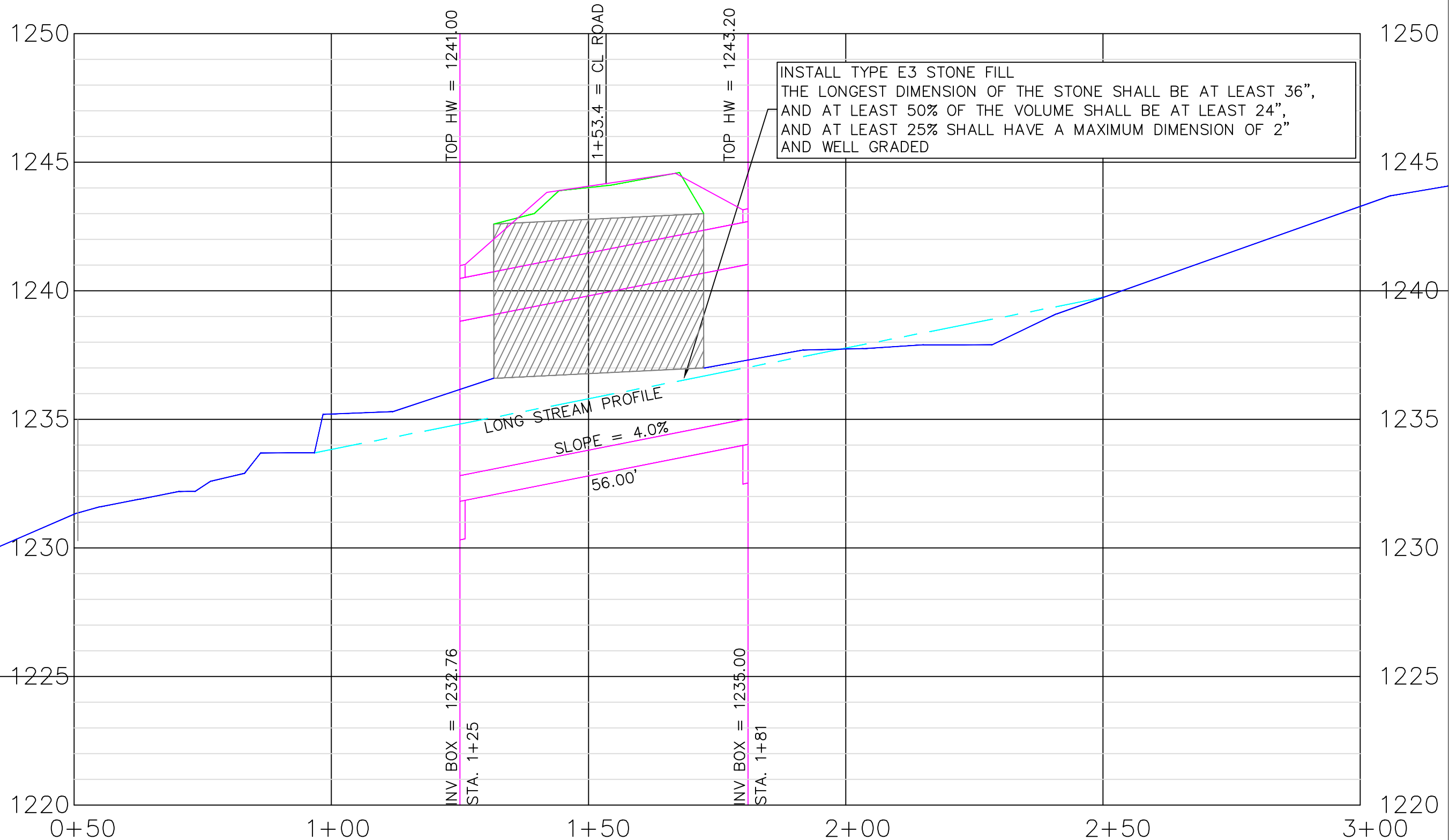
**Town of Londonderry, VT**  
100 Old School St., South Londonderry, VT 05155  
**Rinehart Road**  
**Headwall Sections**

Project No.	RINEHART ROAD CULVERT
Scale	NTS
Date	2/17/2025

4/7

date  
Revision

# BID PLANS



Project No.	RINEHART ROAD CULVERT
Scale	1"=20'(11X17)
Date	2/17/2025
<b>5/7</b>	
date	Revision

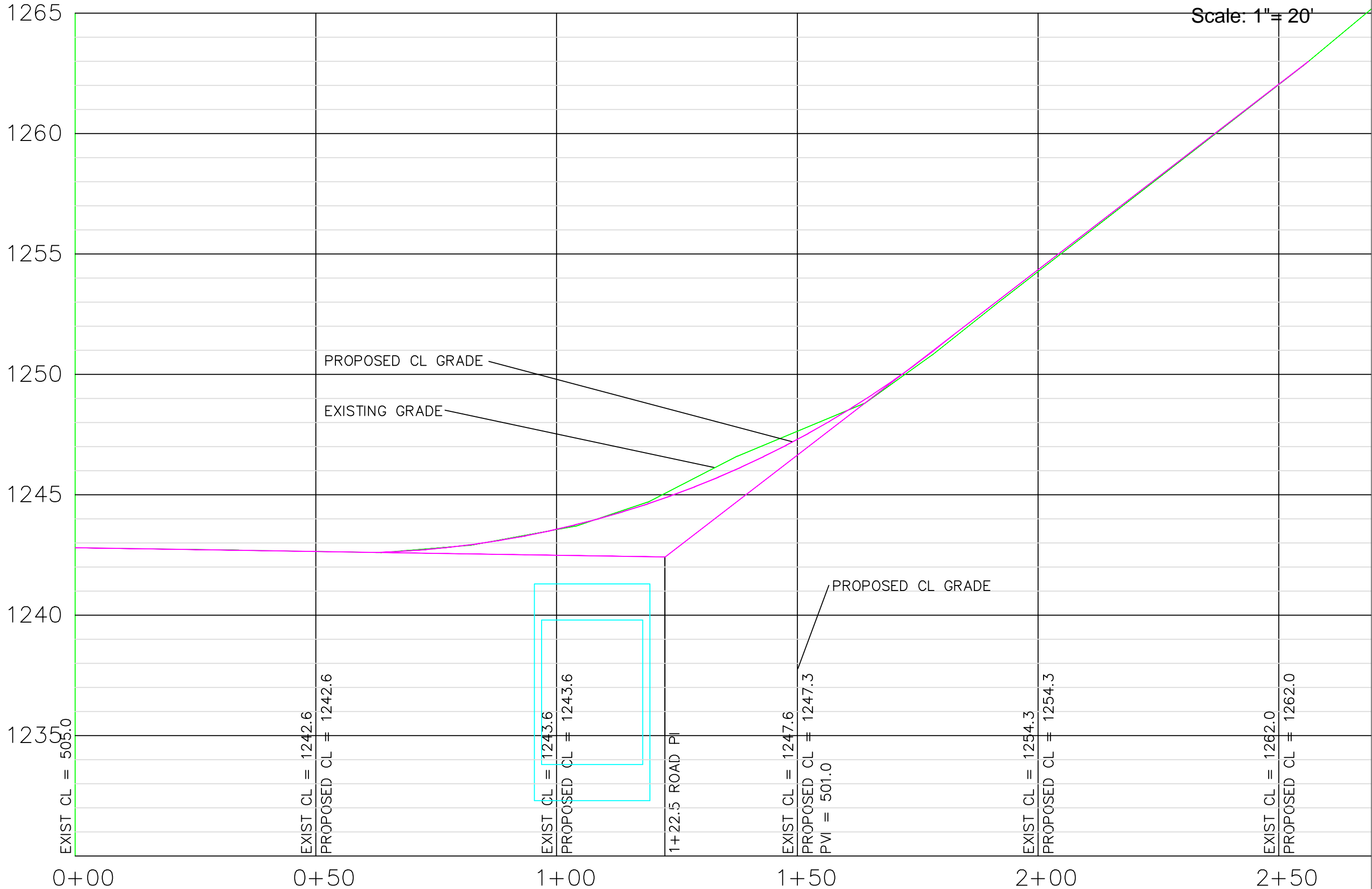
**Town of Londonderry, VT**  
 100 Old School St., South Londonderry, VT 05155  
**Rinehart Road**  
**Box Culvert Profile**

**Hammond Engineering**  
 Everett T. Hammond, PE  
 5 Lincoln St, Springfield, VT 05156  
 Phone: (802) 885-3872

## PROPOSED 18' X 6' X 56' PRECAST BOX CULVERT

# BID PLANS

## RINEHART ROAD PROFILE

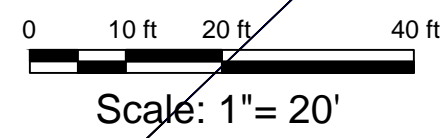


# PROPOSED ROAD CL PROFILE

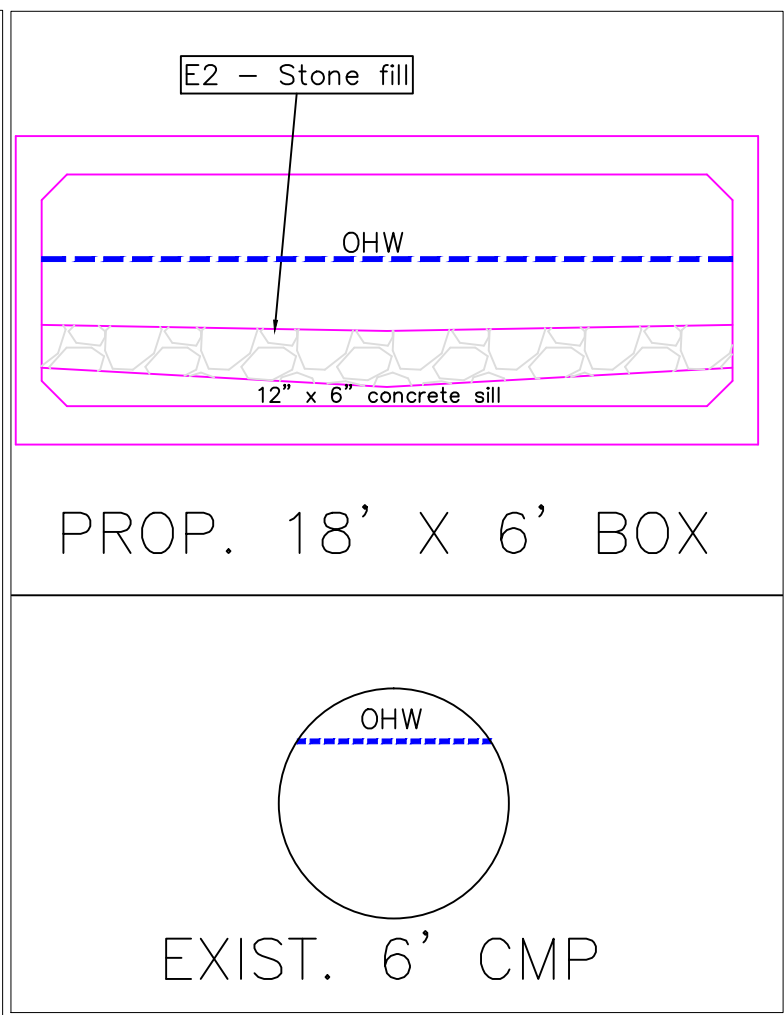
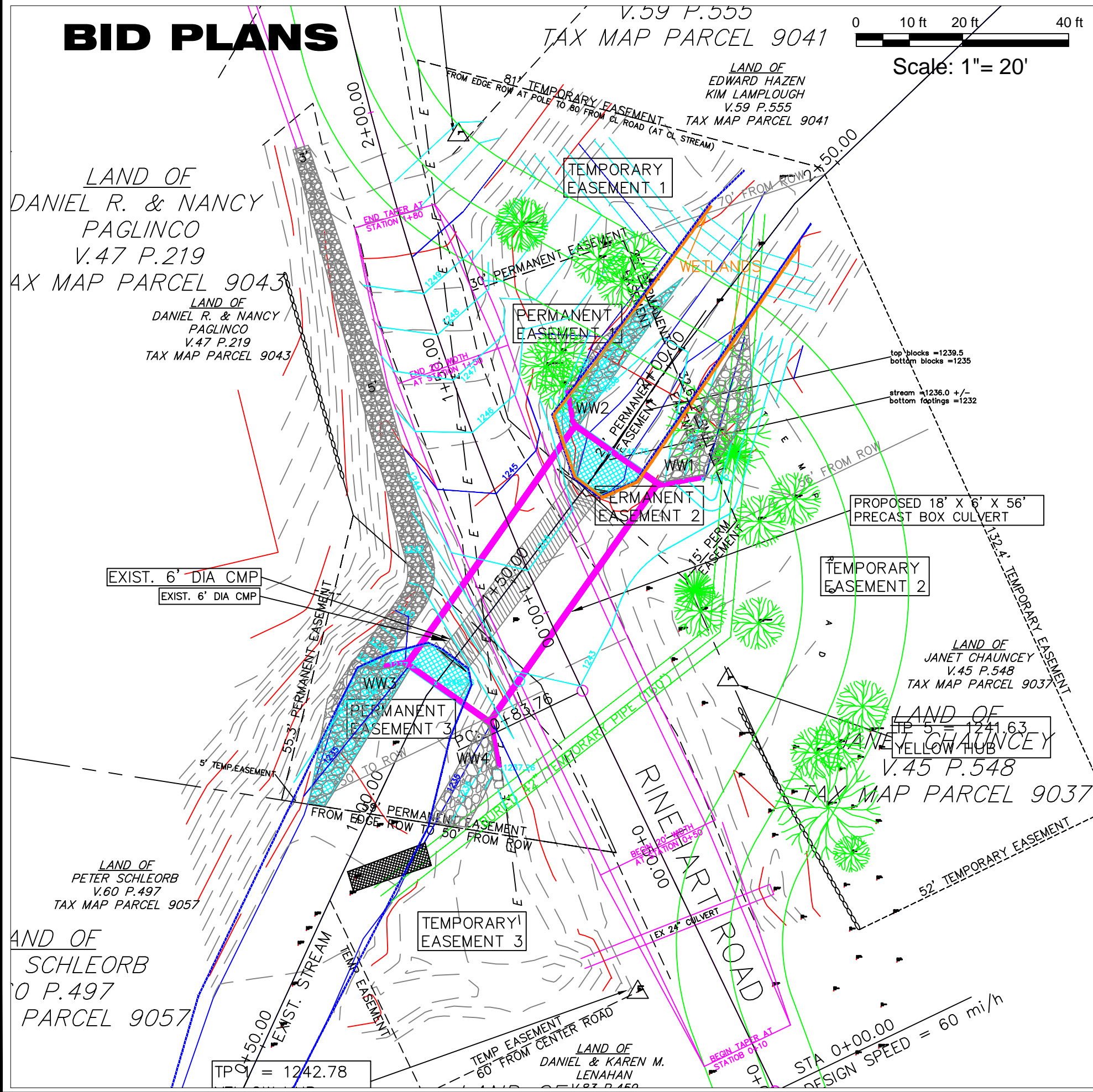
Project No.	RINEHART_ROAD_CULVERT
Scale	1"=20'(11X17)
Date	2/17/2025
<b>6/7</b>	
date	Revision
<b>Town of Londonderry, VT</b> 100 Old School St., South Londonderry, VT 05155 <b>Rinehart Road</b> <b>ROAD CL Profile</b>	
<b>Hammond Engineering</b> Everett T. Hammond, PE 5 Lincoln St, Springfield, VT 05156 Phone: (802) 885-3872	

# BID PLANS

V.59 P.555  
TAX MAP PARCEL 9041



LAND OF DANIEL R. & NANCY PAGLINCO  
V.47 P.219  
TAX MAP PARCEL 9043



### LEGEND

- RIP RAP (80 SF)
- PERMANENT FILL BELOW OHW: 300 SF
- TEMPORARY DEWATERING: 350 SF
- TEMPORARY FILL: 80 SF
- PROPOSED TEMPORARY BYPASS
- LIMITS OF WORK: DEMARCATION LINE
- WETLAND BOUNDARY
- TOTAL WORK IN WETLANDS: 2100 SF
- ORD. HIGH WATER (OHW)
- EDGE STREAM
- CENTER STREAM
- EDGE STREAM
- ORD. HIGH WATER (OHW)

Project No.	RINEHART ROAD CULVERT
Scale	1"=20'(11X17)
Date	2/17/2025
<b>7/7</b>	
Revision	date
<b>Town of Londonderry, VT</b> 100 Old School St., South Londonderry, VT 05155 <b>Rinehart Road</b> <b>Permit Plans</b>	
<b>Hammond Engineering</b> Everett T. Hammond, PE 5 Lincoln St, Springfield, VT 05156 Phone: (802) 885-3872	