



# TOWN OF RICHMOND

RICHMOND TOWN CENTER

203 Bridge Street, P.O. Box 285

Richmond, Vermont 05477



## Town of Richmond – Request for Proposals Volunteers Green Repair

The Town of Richmond is seeking a contractor to repair and restore Volunteers Green after flooding caused damage on July 10 – 11, 2024.

### Description of Project

Volunteers' Green, a park located at 286 Bridge St. Richmond, VT 05477, suffered the following damage in the flood which occurred on July 10 – 11, 2024:

1. **Damage:** Mud and silt from the river and wood chips from the playground have been deposited on entirety of the park, but the main area of focus will likely be from the parking lot area to the second baseball field.
  - i) **Repair:** Remove mud, silt and wood chips from grass in park.
    - (1) Material will be re-located to the woods off of the less established section of the park road.
2. **Damage:** Loss of clay on three little league baseball fields, with Field 1 suffering the most loss including some gully erosion on the third base line.
  - i) **Repair:** Clay to be re-applied to the three baseball fields to fill in gully erosion and resurface all three fields.
    - a. Clay will be provided by the Town.
3. **Damage:** Clay from the infields on all three fields washed into the grass of the baseball fields near third base and behind first base.
  - i) **Repair:** Remove clay deposits from the baseball fields and replace with topsoil and grass seed.
    - (1) Clay may be re-located to the woods off of the less established section of the park road.
    - (2) Topsoil and grass seed will be provided by the Contractor.
4. **Damage:** Debris caught in chain link fences of all three baseball fields.
  - i) **Repair:** Clean debris off of chain link fences. Debris may be moved to the
    - (1) Debris may be re-located to the woods off of the less established section of the park road.
5. **Damage:** Mud in the four dugouts
  - i) **Repair:** Clean mud out of the four dugouts

6. **Damage:** Undermining of the third base dugout on Field 2 with some stone washing onto the baseball field.
  - i) **Repair:** Re-pack stone under the undermined portion of the dugout and remove stone from the baseball field.
  
7. **Damage:** Baseball field fences leaning due to force of flood water
  - i) **Repair:** Return baseball field fences to straight, upright position including replacing two fence poles on Field 1.
  
8. **Damage:** The gravel park road has lost gravel in places and is covered in mud in places
  - i) **Repair:** Remove mud from the park road. Add gravel to park road and grade back to usable condition.
    - (1) Gravel will be supplied by the Town
  
9. **Damage:** The playground area has lost wood mulch. The area around playground lost grass and soil.
  - i) **Repair:** Evenly spread playground wood chips on playground area. Apply topsoil, grass seed, and mulch hay, to area surrounding the playground area
    - (1) Wood chips will be provided by the Town.
    - (2) Topsoil, grass seed, and mulch hay will be provided by the contractor.

**Photos:**

See separate document for photos.

**Site Visit:**

A site visit will be held on Monday, July 29 at 9am. Site visit will begin in the parking lot of Volunteers Green located at 286 Bridge St. Richmond, VT 05477

**Questions may be directed to  
Josh Arneson at (802) 434-5170 or [jarneson@richmondvt.gov](mailto:jarneson@richmondvt.gov)**

## **Information for Contractors' Proposal Submission.**

Contractors are required to submit a sealed and signed copy of their bid. There must be three copies of the bid. Electronic copies will not be accepted prior to the deadline but shall be submitted after bids are open. **Please use bid form on the last page of this document to submit bid.**

The bid, whether mailed or hand delivered, must arrive at the TOWN no later than **1pm July 31, 2024**. **Sealed Bids must be addressed to Josh Arneson and labeled as "Town of Richmond Baseball Fields Repair Bid".**

### **Mailing Address**

Town of Richmond  
P.O. Box 285  
Richmond, VT 05477

### **Physical Address for Delivery**

203 Bridge St.  
Richmond, VT 05477

Contractors mailing bid proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Contractors assume the risk for the method of delivery chosen. The TOWN assumes no responsibility for delays caused by any delivery service. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the TOWN and will not be returned.

**Proposals will be opened and read aloud at 1:00pm on July 31, 2024 in the Town Center Meeting Room and via Zoom.**

TOWN OF RICHMOND - RICHMOND TOWN CENTER  
203 Bridge Street, P.O. Box 285, Richmond, Vermont 05477

**Topic: Town of Baseball Fields Repair Bid**

**Time: January 31, 2024 01:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/81994900153?pwd=wmORwSG3OhPgFs3sCAwawc2cNkau7a.1>

**Meeting ID:** 819 9490 0153

**Passcode:** 730298

The issuance of this SOLICITATION constitutes only an invitation to present qualifications and responsive materials. The rights reserved by the Town, which shall be exercised in its sole discretion, include without limitation the right to:

1. Require additional information to supplement or clarify a submittal;
2. Conduct investigations with respect to the stated qualifications and experience of a Respondent.
3. Waive any defect or technicality in any Proposal received;
4. Determine which Respondents are qualified to be considered;
5. Eliminate any Respondent with an untimely, incomplete or inadequate submittal;
6. Supplement, amend, or otherwise modify this SOLICITATION;
7. Receive questions concerning this SOLICITATION and to respond;
8. Cancel this SOLICITATION in whole or in part with or without substitution of another SOLICITATION if determined to be in the best interest of the Town;
9. Take any action affecting the SOLICITATION process or the Project that would be in the best interests of the Town;
10. Make public any and all documents associated with the Project.
11. The bid will be awarded subject to availability of funds. The Town of Richmond Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.
12. The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.

#### **Examination of Contract Documents and Project Site**

Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site prior to submitting a Bid Proposal. Bidders are responsible for inspecting the work locations and making their own area and quantity estimate.

#### **Insurance Requirements**

No later than ten days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. (Please refer to Insurance requirements attached)

#### **Award Procedure**

The bid will be awarded subject to availability of funds. The Town of **Richmond Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.**

### **Stop Work:**

If the Work is defective, or if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the required documents in the Contract Documents, or fails to furnish or perform the Work in conformance with the contract or in such a way that the completed Work will conform to the Contract Documents, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Authorization to start work must be issued by the Town.

### **Period of Performance**

Preference will be given to contractors who can start the work as soon as possible in the spring when weather and ground conditions cooperate. This is anticipated to be late March or early April, 2024.

### **Billing**

The Contractor shall invoice the Town of Richmond at the end of the job. Invoice may be mailed to Town of Richmond, P.O. Box 285, Richmond, VT 05477 or placed in the Town Center Drop Box at 203 Bridge St., Richmond, VT 05477

## **INDEMNIFICATION**

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

## **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 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 agreement. 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 Agreement 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 Agreement), independent contractors, and products- completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Agreement 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 at 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 an 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 (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 agreement. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance cover.

**RICHMOND TOWN VOLUNTEERS GREEN REPAIR  
BID FORM**

**Submit this page along with supporting documents as your complete bid proposal**

The undersigned, having become familiar with the scope of work as outlined in the description of project, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to perform the proposed Volunteers Green repair project as outlined, all for the lump sum price for work in place.

RICHMOND TOWN VOLUNTEERS GREEN REPAIR LUMP SUM BID

Lump Sum \$: \_\_\_\_\_

The Town's preference is for work to start, and be completed, as soon as possible. If the contract is awarded on August 6, 2024 when will the contractor be able to start the work?

- Start Date \_\_\_\_\_
- Completion Date \_\_\_\_\_

**The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.**

**Identification of sub-contractors**

The following sub-contractors will be utilized in the completion of this contract:

Sub-contractor	Specialty
_____	_____
_____	_____

**Bid submitted by:**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contractor Authorized Agent Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date bid Signed: \_\_\_\_\_