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**Sandy Bay/Black Woods Road Drainage Improvements  
Franklin, VT  
Bids due by 4 PM on 7/22/22.**

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Project Description and Overview

This project was identified by the Northwest Regional Planning Commission (NRPC) as a priority to be implemented to reduce erosion and improve water quality in Lake Carmi. The project design was done by Watershed Consulting, LLC. Project elements include installing a stone lined ditch and sediment basin, removing gravel berms, adding surface aggregate and grading the road. This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A00605) to NEIWPC in partnership with the Lake Chaplain Basin Program.

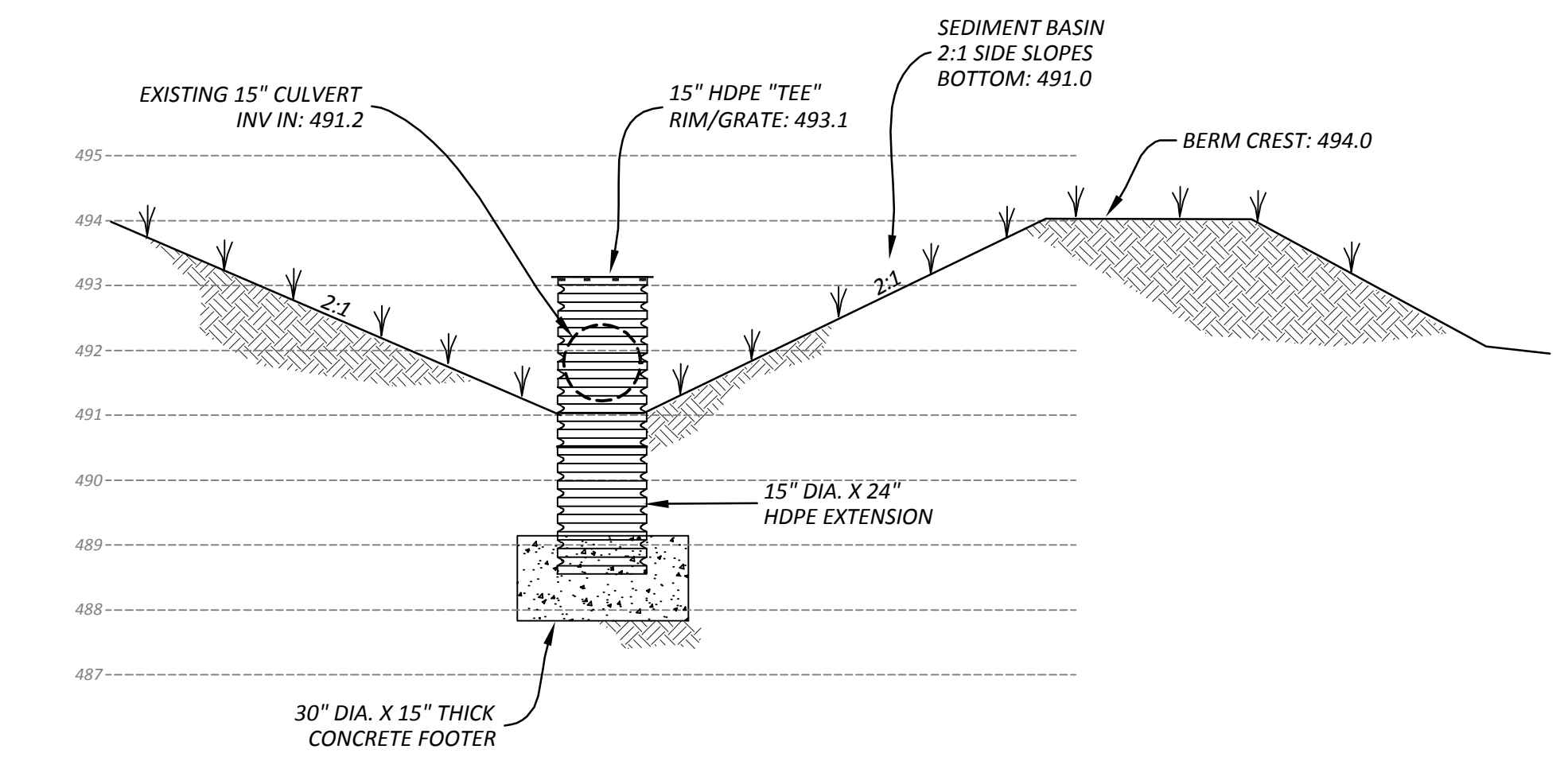
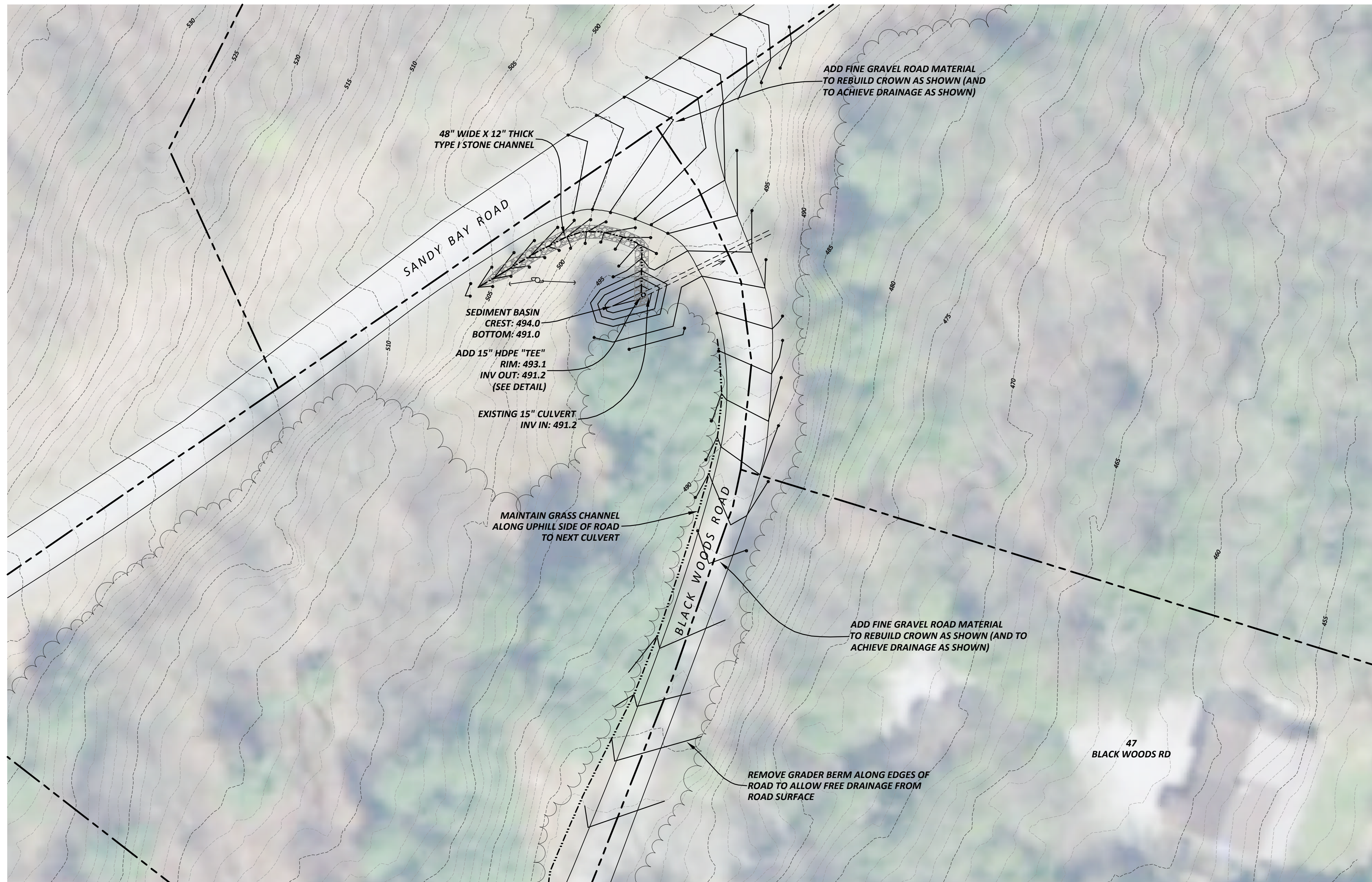
Sandy Bay and Black Woods Roads are private roads that are maintained by the Pyle Farm Owners Association, DBA Black Woods Association, who has agreed to allow this work to be performed by a contractor selected by the NRPC. The ideal timeframe for construction of this project is between September 1-October 15<sup>th</sup>, 2022. Please indicate on the bid sheet the approximate dates that can be anticipated for the work.

The selected contractor will be required to:

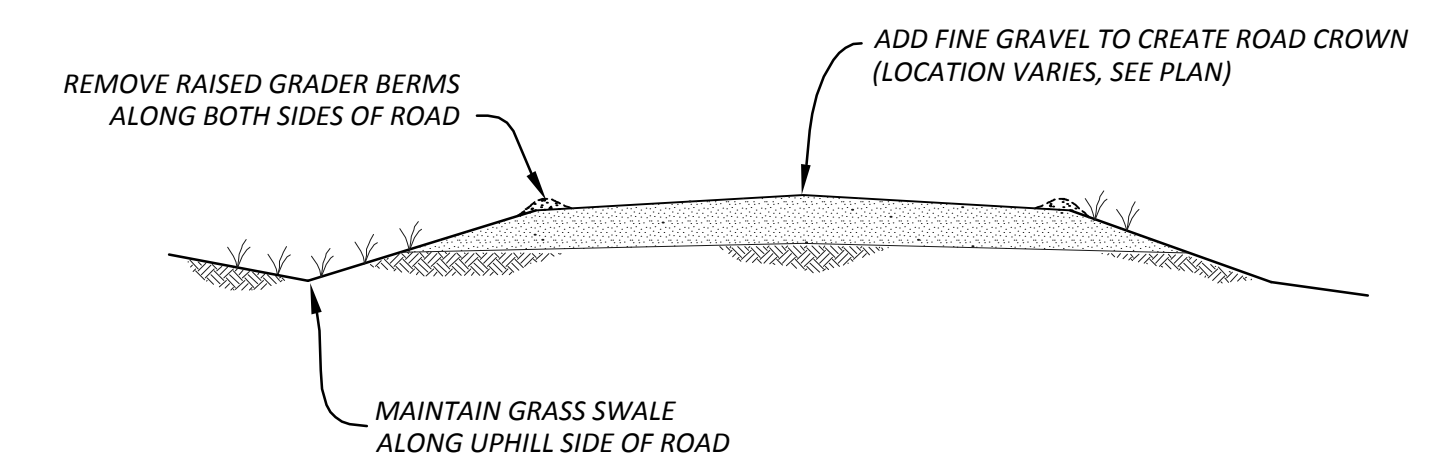
- Attend a pre-construction meeting on-site with NRPC staff, Watershed Consulting, LLC staff, and a representative from Black Woods Association to discuss all details.
- Comply with the Lake Champlain Basin Program pass through requirements that can be found at the end of this document.
- Submit a Unique Entity Identifier (UEID) number. This is a requirement for receipt of federal funds and replaces the DUNS number that was previously required. A UEID can be requested via <https://sam.gov/content/duns-uei>

Questions regarding this bid should be directed to Linda Blasch, Regional Planner via email at [lblasch@nrpcvt.com](mailto:lblasch@nrpcvt.com) by July 15<sup>th</sup>. Answers to all questions will be posted at <https://www.nrpcvt.com/rfp-rfq> by 4 pm on July 20<sup>th</sup>. This site is on private property and visits with contractors can be scheduled upon request between July 11-14<sup>th</sup>. Contact Linda Blasch at [lblasch@nrpcvt.com](mailto:lblasch@nrpcvt.com) to request a visit.

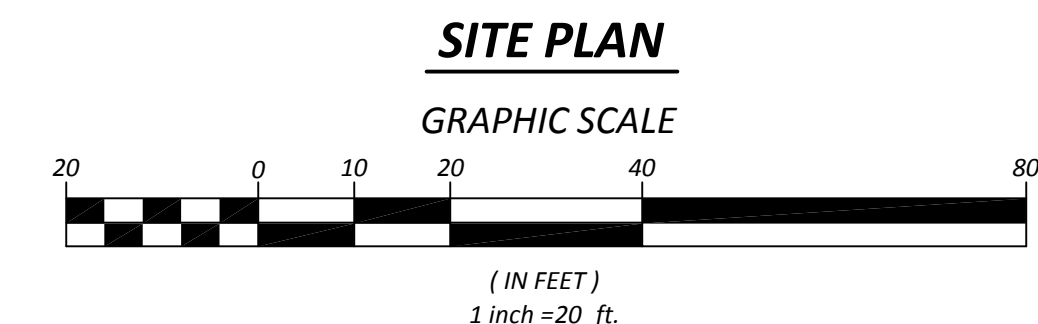
**Submission of bids must be via email to [LBlasch@nrpcvt.com](mailto:LBlasch@nrpcvt.com).**



**SEDIMENT BASIN DETAIL**  
NTS



**ROAD CROWN DETAIL**  
NTS



**SITE PLAN**

**LEGEND**

- PROPERTY LINE
- EXISTING CONTOUR
- FINISH GRADE CONTOUR
- · — · SWALE
- ⊕ UTILITY POLE

**TYPE I STONE FILL**  
(DIRECT SPEC. 706.04(A))  
THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM 1 INCH TO 12 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 4 INCHES.


**30% CONCEPT**

**NOTES**

1. THIS PLAN IS INTENDED FOR CONCEPTUAL PURPOSES ONLY AND IS NOT FOR CONSTRUCTION.
2. THIS IS NOT A BOUNDARY SURVEY. PROPERTY BOUNDARIES ARE FROM TOWN OF FRANKLIN TAX MAPS AND ARE APPROXIMATE.
3. EXISTING TOPOGRAPHY AND STORMWATER INFRASTRUCTURE ELEVATIONS SHOWN ARE FROM GPS SURVEY CONDUCTED BY THIS OFFICE IN JANUARY 2022 AND SUPPLEMENTED WITH VT LIDAR DATA.
4. THE PRESENCE OF UNDERGROUND UTILITIES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION OR DISTURBANCE.

**LAKE CARMİ WATERSHED**  
FRANKLIN, VERMONT

**SANDY BAY ROAD/BLACK WOODS ROAD**  
**STORMWATER IMPROVEMENT PLAN**



Stormwater Management | Water Quality | Erosion Control  
208 Flynn Ave, Suite 2H P.O. Box 4413  
Burlington, VT 05406  
Mobile: 902.922.4871 | Main: 802.497.2367  
[www.watershedca.com](http://www.watershedca.com)

APPROVED BY:	AT	DRAWN BY:	SMS	SCALE:	NOTED
DATE:	4/12/22	CHECKED BY:	AT	SHEET:	1 OF 1

LAKE CARMİ ROAD/PRIVATE ROADS.DWG

## Bid Sheet: Sandy Bay/Black Woods Road Drainage Improvements

### CONTACT INFORMATION

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Anticipated construction date range: \_\_\_\_\_

EXPERIENCE: List two projects previously completed involving working on gravel road ditching/drainage/stormwater management/road grading

Representative project 1:

\_\_\_\_\_  
\_\_\_\_\_

Contact name and phone # for Reference: \_\_\_\_\_

Representative project 2:

\_\_\_\_\_  
\_\_\_\_\_

Contact name and phone # for reference: \_\_\_\_\_

### BID INSTRUCTIONS

Fill out the table below using the following instructions:

1. MOB/DEMOB/MISC. This is a **lump sum** item intended to cover the cost of items that are not paid hourly, such as hauling equipment to/from the site, seeding and mulching, and cutting trees. Bidders enter the amount for this item in the TOTAL PRICE column.

2. HOURLY RATE FORMAT. Given the nature of the required work, the intent is to pay the contractor on an hourly basis for equipment and labor. Please provide in the table below the estimated number of hours in the ESTIMATED QTY column and hourly rates in the UNIT PRICE/RATE PER HOUR column for items 2-6, which will be the rates incorporated into the contract. The TOTAL PRICE column for these items will be **not to exceed** amounts incorporated into a contract.

The number of hours will be used only to inform discussions with the bidder regarding project approach, and not for direct comparison or evaluation of bids. The Engineer estimates that the project can be fully completed in 2-3 days (16-24 hours +/-).

3. EXPECTED EQUIPMENT AND LABOR. The engineer anticipates that most of the work will be completed using an excavator with operator and a dump truck with operator, and a minor amount of work with a road grader with operator. The contractor may want to use additional pieces of equipment (item 5), such as a loader or backhoe. The contractor may also choose to have additional labor assist (item 6).

4. MATERIALS. Materials items 7-14 will be paid based upon receipt of contractor invoice. The quantities provided in the table below are engineer estimates. Bidders should enter their costs in the UNIT PRICE/RATE PER HOUR column and calculate the TOTAL PRICE in the appropriate column. The TOTAL PRICE for each item will be **not to exceed** amounts incorporated into a contract.

6. BASIS OF SELECTION. NRPC will select a contractor based on a combination of factors, including experience, references, availability, project approach and price.

8. ALL BIDS ARE DUE BY 4 PM on Friday 7/22/22. **Submit this bid sheet via email to [Lblasch@nrpcvt.com](mailto:Lblasch@nrpcvt.com).**

Item #	Description	Unit	Estimated Qty	Unit Price/Rate per hour	Total Price
1	Mob/Demob/Misc	LS	1		
2	Excavator (incl. operator)	hours			
3	Dump truck (incl. operator)	hours			
4	Grader (incl. operator)	hours			
5	Other equipment (incl. operator)	hours			
6	Additional labor	hours			
7	Silt fence	LF	58		
8	Demarcation fence	LF	39		
9	Stone fill, type 1	CY	10		
10	Erosion blanket	SY	67		
11	Seed	LB	1		
12	15" CPEP	LF	5		
13	Concrete	CY	0.22		
14	Surface aggregate	CY	94		
				<b>TOTAL:</b>	



### Lake Champlain Basin Program Contractor Requirements

- (1) **Final Invoicing.** The final report (if any) must be approved for compliance with the Scope of Work and other Contract Documents before the Final Payment is issued. (The approval process may include peer review.) The final invoice for payment shall be labeled as “final invoice” by the Subrecipient and shall be received by the Oversight Project Officer(s) designated in Article II within 60 days of the end date of this contract. If additional time is needed for Project completion and the approval process, the Subrecipient shall request, in writing, a no-cost extension contract amendment. The amendment request shall be sent as per Article II.
- (2) **Administrative Regulatory Compliance.** The Subrecipient agrees that it will give all notices and comply with all applicable federal laws and regulations, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), in effect on the date of execution of the assistance agreement for this Project. Requirements covered include, but are not limited to: prohibition of contracting with a suspended or debarred party and requirements for subcontractors.
- (3) **Geographic Information System Data.** If any GIS data are produced under this project, the Subrecipient agrees to adhere to the requirements of EPA’s National Geospatial Data Policy. The Subrecipient will provide documentation for all produced data, including source information for each digital layer (i.e., scale and accuracy, map projection, coordinate system, etc.) and specific information about the layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). GIS data produced under this project will be submitted to NEIWPC as a deliverable and are subject to Article VI of this contract.
- (4) **Access to and Retention of Records for Audit Purposes.** The Subrecipient shall maintain books and records and supporting documentation (including but not limited to cancelled checks, paid bills, payrolls, time and attendance records), in accordance with generally accepted accounting principles and practices consistently applied. The Subrecipient shall allow access by NEIWPC, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, including any independent auditor retained by any of them, to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions without any direct charge. Retention of all such items is required for three years after NEIWPC makes Final Payment on the final invoice and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, then the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (5) **Equal Employment Opportunity.** In connection with the execution of this contract and the completion of the Work, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion,



national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status.

- (6) **Affirmative Action.** The Subrecipient agrees and is required to use the following affirmative steps to assure that disadvantaged business enterprises (DBEs), including small business enterprises, minority business enterprises (MBEs), women's business enterprises (WBEs), labor surplus area firms, and small businesses in rural areas (SBRAs), are used when possible. The Subrecipient must make good faith efforts to ensure to the fullest extent possible that a fair share of federal funds (based on fair share target percentage goals as established by the financial assistance award) are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities for supplies, construction, equipment, or services. Affirmative steps include:
- (a) Placing qualified DBEs on solicitation lists;
  - (b) Assuring that DBEs are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
  - (e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The Subrecipient shall report and shall require any subcontractor to report to NEIWPC on any applicable invoices the following information: name, address and type (e.g. MBE or WBE) of businesses used and amount of funds to each DBE included in the period of services submitted for payment.

- (7) **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless NEIWPC, its members, officers, and employees, and U.S. EPA from and against all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses, and expenses, including reasonable attorneys' fees, arising out of any omission or act of the Subrecipient, its agents, employees, or subcontractors in the performance of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by any willful misconduct or negligent act or omission of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. NEIWPC may retain such monies from the amount due the Subrecipient as may be necessary to satisfy any claim for damages, costs, and the like, which is asserted against NEIWPC. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued therewith.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subrecipient or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.



(8) **Insurance and Bond.**

(a) The Subrecipient shall furnish to NEIWPCCC a certificate or certificates of insurance in a form satisfactory to NEIWPCCC showing compliance with this section. The certificate(s) shall provide that the policies shall not be changed or canceled or allowed to expire until the insurer or its agent has given at least thirty (30) days' prior written notice NEIWPCCC. The Subrecipient shall not begin performance until the delivery of the certificate(s) to NEIWPCCC.

(b) The Subrecipient shall, at its sole expense, obtain and maintain in force, **and shall require any subcontractor or assignee** to obtain and maintain in force, both for the benefit of NEIWPCCC, the following kinds and amounts of insurance:

- (i) Workers' Compensation Insurance. The policy shall cover the obligations of the Subrecipient in accordance with the Workers' Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.
- (ii) Liability and Property Damage Insurance. Unless otherwise specified, each policy shall have limits not less than: \$2,000,000 combined (Bodily Injury & Property Damage); \$3,000,000 aggregate, single limit per occurrence.

(c) Coverage for all damages arising during the policy period shall be furnished in the following types specified:

- (i) Contractors' Liability Insurance issued to and covering the liability (a) for damages imposed by law upon the Subrecipient, and (b) including in such liability insurance policy the related provisions in the specifications with regard to indemnifying and holding NEIWPCCC harmless to the fullest extent permitted by law from any suits, actions, damages, and costs of every name and description, with respect to all work performed by the Subrecipient and any subcontractor under the agreement.
- (ii) Contractual Liability Insurance issued to and covering the liability for damages imposed by law upon each Subrecipient with respect to all work performed by said Subrecipient under the agreement.
- (iii) Subrecipients' Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Subrecipient with respect to all work under the agreement performed for the Subrecipient by subcontractors.