

# REQUEST FOR PROPOSAL

## SAND SHED REPLACEMENT – TOWN OF WALLINGFORD, VT

Date: September 29, 2025

To: Qualified Contractors (Contractor and/or Bidder)

From: Town of Wallingford, VT (also referenced as “the Town” or “Town”)

Re: Design, Permit and Replace Sand Shed, 170 River Street, Wallingford, VT 05773

### General Information and Schedule

RFP issue date: September 29, 2025

Site Visit by Appointment or visit on your own

Proposal deadline: October 30, 2025 by 4:30 p.m. at Town Hall

Bid Opening: November 3, 2025

Submissions to: Sandi Switzer, Wallingford Town Administrator, 75 School Street, Wallingford, VT 05773 or via email at: [townadmin@wallingfordvt.com](mailto:townadmin@wallingfordvt.com) (Contractor responsible for confirming receipt of delivery).

Inquiries and to set up a site visit (if desired): Sandi Switzer, Wallingford Town Administrator, 75 School Street, Wallingford, VT 05773 or via email at: [townadmin@wallingfordvt.com](mailto:townadmin@wallingfordvt.com) (Note out of office from Oct 14-24). Or, call Road Commissioner Phil Baker (802)770-2088.

For questions or comments: [townadmin@wallingfordvt.com](mailto:townadmin@wallingfordvt.com) 802-446-2872 or call Road Commissioner Phil Baker (802)770-2088.

This Bid request invites responses from experienced and professional Contractors to perform duties listed within this Request for Proposal (RFP). Below is a Request for pricing for the **2026 construction season** of a Sand/Salt shed for the Town of Wallingford. The shed will be located at 170 River St, Wallingford, VT.

The Town of Wallingford is requesting a 60’ by 85’ shed for the purpose of holding sand and salt with outside walls to be a minimum 20’ high above foundation.

The existing buildings – both the sand shed and salt shed - shall be demolished and removed from site by Contractor.

The new building shall be located within 15’ of property line to meet zoning Regulation. See pictures below.

The new building will be located in the Floodplain.

The Town shall require 4’ frost walls with 4’ concrete above ground. The above ground portion shall be vented to satisfy State of Vermont (SOV) requirements to allow water to pass through buildings.

The building shall be closed-in on 3 sides with the front open. Inside walls shall be covered up to minimum 10'.

The type of building, steel or wood is up to the contractor, but Contractor shall specify construction type in bid. No hoop structures desired.

The Town of Wallingford will require from the Contractor engineered foundation and building drawings to meet the requirements of both the Town of Wallingford Zoning and the SOV floodplain manager as well as any other required SOV permits.

The Town will submit the permits to the appropriate parties.





## **TERMS & CONDITIONS**

### **Non-Discrimination**

The Town of Wallingford will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, or genetic information. The Town of Wallingford, Vermont assumes no responsibility and liability for costs incurred by parties responding to this Invitation for Bids or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

### **Ownership of Documents**

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the Town. Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected contractor or consultant and the Town shall become the property of the Town. Records shall be furnished to the Town by the Contractor upon request at any time, however the Contractor or Consultant may retain copies of the original documents.

### **Public Records**

Any and all records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Town. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

## **CONTRACT REQUIREMENTS**

Contractors are advised to review all the attached sections of this document in advance of submitting a proposal. The Town of Wallingford reserves the right to alter or amend any or all of these provisions in the project contract.

### **General Compliance with Laws**

The Contractor shall comply with all applicable Federal, State and local laws and ordinances.

### **Other terms**

Equal Opportunity: the selection of Contractor shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The Town of Wallingford is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

### **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 estimates. Contractor is responsible for assuring the Town receives the Bid/RFP by the deadline.

### **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 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 **Wallingford 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.

## **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, 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 coverage.