

**INVITATION FOR BIDS  
&  
CONTRACT DOCUMENTS FOR  
City of Burlington  
Vermont**



**Department of Public Works**

**July 2021 – October 2021  
CY'21 Crack-Sealing Program**

**July 2021**

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## **INVITATION FOR BIDS**

### **CY'21 Crack-Sealing Program**

Bids from contractors shall be accepted until **1:00 pm, prevailing time on July 29th, 2021**. Bids shall be submitted electronically to Municipal Project Manager (MPM): Phillip Peterson, Burlington Associate Public Works Engineer, at [ppeterson@burlingtonvt.gov](mailto:ppeterson@burlingtonvt.gov). The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

BIDS shall be titled: ***“Bid Documents: CY’21 Crack-Sealing Program”***

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

This contract is subject to the Burlington Livable Wage Ordinance, Union Deterrence, and Outsourcing Ordinances. No bid will be accepted without a signed statement of intent to comply with these ordinances.

**TYPE OF CONSTRUCTION:** This work consists of crack-sealing various City Streets in order of priority as designated by the engineer.

**LOCATIONS:** The crack-sealing work will span approximately 8.25 miles of roadway throughout the City of Burlington. The streets to receive this work may include but not be limited to: BALSAM ST, BRIERWOOD LN, FARRINGTON PKWY, LAUREL CT, DALE RD, CLOVER LN, VEST HAVEN DR, PENNINGTON DR, HARDY AVE, VINE ST, GREEN ACRE DR, WARD ST, CROWLEY ST, WASHINGTON ST, HASWELL ST, PARK ST, NORTH ST, ELMWOOD AVE, DECATUR ST, BOOTH ST, CHARLES ST, RUSSELL ST, ORCHARD TERR, OAK ST, CASE PKWY, COLCHESTER AVE, MANSFIELD AVE, CENTER ST, MILL ST, GROVE ST, LUDWIG CT, SUMMIT RIDGE, OVERLAKE PARK, ADAMS ST, CHERRY LN, BITTERSWEET LN, JUNIPER TERRACE, LEDGE RD, PROSPECT PKWY, HOME AVE.

**CONTRACT COMPLETION DATE:** The Contract shall be completed on or before **October 15, 2021**.

**CONTRACT NOT TO EXCEED:** This contract may not exceed \$100,000.

**PREBID CONFERENCE:** There will be no prebid meeting.

**STANDARD SPECIFICATIONS:** This contract is governed by the VAOT 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION and with current special provisions, as modified by general special provisions.

**QUESTIONS:** During the advertisement phase of this project all questions shall be addressed solely to the MPM: Phillip Peterson, Burlington Associate Public Works Engineer, (802)598-8356, 645 Pine Street, Suite A, Burlington, VT 05401. Questions may also be sent to [ppeterson@burlingtonvt.gov](mailto:ppeterson@burlingtonvt.gov).

**All questions must be submitted before July 22nd, 2021 at 5:00 PM.** Questions received after this time may not be answered. Questions will be responded to in a bid addendum to all plan holders via email. It is the responsibility of the bidder to ensure that a valid email is submitted to the plan distributor. The bidder shall acknowledge receipt of all addenda in the bid form.

**WEEKLY CONSTRUCTION PROGRESS MEETINGS:** The general contractor foreman shall attend a weekly construction progress meeting with city representatives. The design team and construction subcontractors shall be involved in these meetings as necessary and requested. The general contractor shall prepare an updated construction schedule documenting the upcoming construction activities. The MPM shall be responsible for securing an online meeting day and time, and preparing all meeting materials, notes, and action items.

## **INSTRUCTIONS FOR BIDDERS**

### **CY'21 Crack-Sealing Program**

#### **1. Bid Preparation and Submission**

- a. Bidders are expected to examine the specifications, drawings, all 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 bidders 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 bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) 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 facsimile (fax) machines, or electronically via the internet or email will not be considered.
- g. All blank spaces under the page(s) headed "Schedule of Items" 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 the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price and the mathematically correct summation of the products shall govern.
- j. In case of a discrepancy between the bid total written in words and that entered as a figure, the written figure shall govern.

- k. Bidders must be on the Plan Holders list as managed by the MPM; failure to do so will disqualify the bid.

## **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 in writing by the date listed for questions in the Invitation for Bids. Requests must be 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, except for at the Pre-Bid Conference. 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 bidders 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 on file in the offices of the Municipality at least 5 days before the bid opening.

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

- ~~a. Contractors shall also be pre-qualified with the City of Burlington, applications for pre-qualification are included in the appendix documents and shall be submitted 5 working days prior to the bid opening. Pre-qualification applications for this project shall be submitted to the MPM.~~
- b. Contractors shall provide a 5-year work history with the BID.
- c. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation's ("VTrans") 2018 Standard Specification for Construction, unless modified in these Contract Documents.



- d. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
- e. 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.
- f. 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.
- g. 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.
- h. Contractor shall carry consistent unit pricing for item numbers that appear in both the base bid and ADD alternates where the work ADD alternate work is performed concurrently with work in the base bid. Should a discrepancy exist between the unit cost of the two items, the value in the base bid shall be used when determining the contract amount in the Notice of Award. The exception to consistent unit pricing between the Base Bid and Add Alternates is any LUMP SUM items may have unique unit pricing.
- i. In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Contractor.
  - a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Contractor shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Contractor elects to use employee(s) more skilled than required to perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Contractor will be allowed. Other employee insurances (health, disability,

e.g.) being paid by the Contractor just prior to the work being ordered will also be allowed, provided the Contractor submits an applicable notarized insurance rate schedule from its insurance agent. The Contractor shall submit an Agency form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Contractor will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. Materials. The Contractor shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. Equipment. The Contractor will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch (“Blue Book”). In the event the Contractor elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.
  - a. Contractor Owned Equipment.
    - i. Ownership Costs. The Contractor will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Contractor for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
    - ii. Operating Costs. The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and

field maintenance. The Contractor will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.

- iii. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Contractor shall make no charge for small tools that are considered as having a replacement value of less than \$500.
  - b. Rented Equipment. In the event the Contractor does not own a specific type of equipment and must rent, the Contractor will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime contractor is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
  - c. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Contractor owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
  - d. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Contractor owned equipment.
  - e. Transportation Costs. The Contractor will be paid for the reasonable documented cost of transporting both Contractor owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
- d. When the Bid Proposal Form for a contract contains one or more pay items which have a quantity of one (1) and a unit price and total price entered, the Municipality has set a unit price in the event that such item is used. If such item is determined to be needed by the Engineer, the work will be performed by the contractor according to the contract documents at the unit price listed.

- e. 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.
- f. The estimate quantities are not guaranteed but are given as a basis for the comparison of bids

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

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall report in writing to the Municipality any error or inconsistency discovered in the plans, proposal, specifications, or contract documents immediately upon discovery of such error or inconsistency.
- b. 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 found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

## **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 in 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, proposal, 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.
- f. Prequalification of Construction Contractors. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE V - Prequalification of Construction Contractors, Sec. 21-67 through Sec. 21-78. For all projects where total project cost is one hundred thousand dollars (\$100,000.00) or more.
- g. City Livable Wages Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VI - LIVABLE WAGES, Sec. 21-80 through Sec. 21-87. For any contractor that has a service contract(s) with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor. Livable wage rates will change as of July 1. Contractor and all subs will need to meet conditions of that change under this contract. Any change in the Livable Wage Rates that is more than \$0.05 will be eligible for consideration of a change order to compensate for the revised rates.
- h. City Outsourcing Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VII - OUTSOURCING, Sec. 21-90 through Sec. 21-94. For any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more
- i. City Union Deterrence Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VIII – UNION DETERRENCE, Sec. 21-100 through Sec. 21-103. For Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more

- j. Erosion Prevention and Sediment Control Plan. As defined by CHAPTER 26 WASTEWATER, STORMWATER, AND POLLUTION CONTROL - ARTICLE III. STORMWATER AND EROSION CONTROL, Sec 96-160. Contractor shall be responsible for filing a Small Project Erosion Control Plan and maintaining practices identified in the approved plan.
- k. Excavations and Obstructions. As defined by Chapter 27 STREETS AND SIDEWALKS - ARTICLE II. EXCAVATIONS AND OBSTRUCTIONS, Sec 29-62. The Contractor shall be responsible to obtaining a no-charge permit for all locations identified in the Contract Documents where pavement and excavation is disturbed within the right-of-way.

### **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 proposal 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 publically 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.

### **10. Rejection of Proposals**

- a. A Proposal may be declared "Informal" and hence rejected if it shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the

- proposal, 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. A proposal may be rejected at the time of bid opening or following analysis to confirm the proposal.
  - c. If the bids received in response to this solicitation exceed the municipality's available funding for the proposed work the municipality may reject the bid(s).
  - d. The Municipality may reject all bids when deemed to be in the City's best interest.
  - e. The Municipality may reject an otherwise lowest bid when it is determined that another bid is more advantageous to the City.
  - f. The Municipality may reject a bid not accompanied by any required bid security or by other data required by the bid documents.
  - g. The Municipality may reject a bid which is in any way incomplete, irregular, amplified or qualified or otherwise not in compliance with bid documents in all material respects or reasonable interpretation thereof.
  - h. The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if the municipality determines that the best interests of the Municipality, or the awarding authority, will be served.
  - i. Bids which fail to acknowledge the bidders 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.
  - j. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Municipal Project Manager. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. A bid is materially unbalanced when it is based on prices significantly more or less than cost for some work and prices which are significantly overstated for other work. 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.
  - k. 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 of Transportation'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 responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering for following factors:
  1. Adherence to all conditions and requirements of the bid specifications.
  2. Total bid price (including any discounts), unit or extended price, and administrative costs if applicable.
  3. Total quantity of material for the total bid price.
  4. Administrative cost of the City.
  5. General reputation and experience of the bidder including past performance with the City.
  6. Evaluation of the bidder's ability to service the City.
  7. Financial responsibility of the bidder to successfully meet the requirements of the contract.
  8. Delivery or completion date.
  9. Maintenance costs and warranty provisions.
- b. Opened proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal's Bid Proposal Form multiplied by the unit prices bid. In the event of a discrepancy see clarification of sums under Instructions to Bidders.
- c. Prior to signing a construction contract, the successful bidder must submit a current Certificate of Good Standing from the Vermont Secretary of State's office.

## **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 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. Proposal guarantees of the two lowest bidders that have submitted proposals 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 forty-five calendar days following the opening of bids, forty-six if the forty-fifth day is a state holiday, all proposals 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 proposal 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 15 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 proposal 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 submitted a proposal that complies with all the provisions required to make it formal, the proposal guaranty accompanying the proposal 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 proposal 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 2018 Standard Specifications for Construction. For this project the following limits for Commercial Liability and Automobile coverage apply:

**a. Commercial Liability:**

\$2,000,000	General Aggregate applying, in total, to this project only
\$2,000,000	Products/completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,500,000	Each Occurrence
\$250,000	Fire Damage Legal Liability
\$ 5,000	Med. Expense (Any one person)

**b. Automobile Liability:**

Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
Property Damage	\$500,000	Each Occurrence
	OR	
Combined Single Limit	\$1,500,000	Each Occurrence

**c. Workers' Compensation:**

With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit  
\$100,000 each employee

**d. Professional Liability Insurance: (NOT APPLICABLE FOR THIS BID OR CONTRACT)**

~~1. General. This applies only to those Contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The Consultant shall carry architect's/engineers professional liability insurance covering~~

~~errors and omissions made during their performance of contractile duties with the following minimum limits:~~

~~————— \$2,000,000 Annual Aggregate  
————— \$2,000,000 Per Occurrence~~

- ~~2. Deductibles. The consultant is responsible for any and all deductibles.~~
- ~~3. Coverage. Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.~~

**e. Umbrella Liability:**

\$1,000,000 Each Event Limit  
\$1,000,000 General Aggregate Limit

**f. Indemnification; Railroad Protective Liability Insurance (NOT APPLICABLE)**

- ~~1. The City will require all contractors hired pursuant to this Agreement to indemnify and save harmless the Railroad, the State, the City, their successors and assigns, and their agents and employees, against all loss, cost, damage and expense, including (but not limited to) damage to Railroad property, or the property of others, injury or death to Railroad employees or to others due directly in any way to the work done by the contractor while working within or adjacent to the railroad right of way during the construction of this Project, as covered by this Agreement. In this connection, the City will require its contractors to secure policies of insurance in the name of the Railroad, the State, and the City providing railroad protective liability coverage of \$2,000,000.00 per occurrence and \$6,000,000.00 in the aggregate for the Railroad, all as specified by 23 C.F.R. Part 646 (“Railroads”), Subpart A (“Railroad Highway Insurance Protection”) and the 2018 edition of the Vermont Agency of Transportation’s Standard Specifications for Construction, Section 103.04(d) (“Railroad Protective Liability Insurance”). Named insureds shall be Vermont Railway, Inc., the State of Vermont, and the City of Burlington.~~

### **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, Commerce and Trade, T.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, its Resident Engineer, and other interested parties convened by the Municipality. The conference will serve to acquaint the participants with the general plan of 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 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 follow the provisions of Section 105.25 of the VAOT Standard Specifications for Construction, 2018 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. In addition, all off site waste, borrow and staging areas must be reviewed and approved by the VAOT Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization. No work will be performed at off site waste borrow or staging areas without written approval of the Engineer. The forms for either documenting an exempt site or applying for review of a site may be found on the VAOT web site at <http://www.aot.state.vt.us/TechServices/EnvPermit/erosionpreventionandsedimentcontrol.htm>

### **20. DBE Requirements**

- a. There are to be no mandatory Contract goals for DBE compliance on this project. Bidders are advised, however, that a list of Subcontractors and approximate

Contract Values will be required as part of the fully executed Contract for the successful Bidder as a means of evaluating DBE participation.

## **21. Indemnification**

The CONTRACTOR will indemnify and hold harmless the OWNER, the ENGINEER, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK. Provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefore; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER, or the ENGINEER, or one or more of their agents or employees, by an employee of the CONTRACTOR, or SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

## **22. Contract Change Orders**

All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the CONTRACT, must be authorized by means of a written CONTRACT Change Order which is mutually agreed to by the OWNER and CONTRACTOR. The CONTRACT Change Order will include extra WORK, WORK for which quantities have been altered from those shown in the BID Schedule, as well as decreases or increases in the quantities of installed units which are different from those shown in the BID Schedule because of final measurements. All changes must be recorded on a CONTRACT Change Order (which form is part of these CONTRACT Documents) and fully executed before they can be included in a partial payment estimate. Changes for WORK, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

When the Contract sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the WORK contemplated by this CONTRACTOR. Overhead and Profit (OHP) will not be included in a unit quantity Change Order.

The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment to determine a mutually acceptable unit price as follows.

The unit price may be re-evaluated and adjusted under the following conditions:

- a. If the variation in the quantity of a particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement
- b. If there is no corresponding adjustment with respect to any other item of Work; and
- c. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price.

Either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

In addition, there may be added an amount to be agreed upon to cover the cost of general overhead and profit (OHP). The markup for OHP by the General CONTRACTOR may not exceed 10% if the General CONTRACTOR executes the WORK. If a SUBCONTRACTOR executes the WORK, the SUBCONTRACTOR's OHP may not exceed 10% of the cost of the actual WORK, and the General CONTRACTOR may not apply for more than a 5% markup for OHP on the actual WORK (not including the SUBCONTRACTOR's OHP).

In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Contractor.

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Contractor shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Contractor elects to use employee(s) more skilled than required to perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Contractor will be allowed. Other employee insurances (health, disability, e.g.) being paid by the Contractor just prior to the work being ordered will also be allowed, provided the Contractor submits an applicable notarized insurance rate schedule from its insurance agent. The Contractor shall submit an Agency form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Contractor will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. **Materials.** The Contractor shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. **Equipment.** The Contractor will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch (“Blue Book”). In the event the Contractor elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.

- i. **Contractor Owned Equipment.**

- 1. **Ownership Costs.** The Contractor will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Contractor for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
- 2. **Operating Costs.** The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Contractor will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to

equipment idle time. Operating costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.

3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Contractor shall make no charge for small tools that are considered as having a replacement value of less than \$500.
  - ii. Rented Equipment. In the event the Contractor does not own a specific type of equipment and must rent, the Contractor will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime contractor is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
  - iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Contractor owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
  - iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Contractor owned equipment.
  - v. Transportation Costs. The Contractor will be paid for the reasonable documented cost of transporting both Contractor owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
- d. Subcontracted Work. The Contractor shall receive the actual cost, as submitted on original receipted bills, for all extra and force account work subcontracted to others. **10** percent shall be added thereto for overhead, profit and any other costs incurred to perform the subcontracted work. However, the Agency reserves the right to use the force account procedures as depicted previously in this subsection in the event that the cost of reimbursable subcontracted work is deemed excessive. The compensation as herein provided shall be received by the Contractor as payment in full for Extra Work done on a force account basis. The Contractor's representative and the Engineer shall compare records of Extra Work on a force account basis at the end of each day. Copies of



these records shall be made on Agency forms provided for this purpose and shall be signed by both the Engineer and Contractor's representative. All requests for compensation for Extra Work done on a force account basis, including original receipted bills to verify cost and freight charges for all materials, shall be submitted to the Agency as soon as possible; however, if the required request, invoices, and other documentation are not filed before 90 days have lapsed following final acceptance of the project, the costs associated with such Extra and force account work shall not be reimbursable.

### 23. Contract Documents

The following documents are included in this proposal and are effective for this contract. Proposal holders are reminded to check the contents of this proposal against the following index. In the event that you suspect or determine the proposal is incomplete, notify Phillip Peterson, Burlington Associate Public Works Engineer, 802-598-8356, 645 Pine Street, Suite A, Burlington, VT 05402-0849. Questions may also be sent to [ppeterson@burlingtonvt.gov](mailto:ppeterson@burlingtonvt.gov).

- A. Invitation for Bids
- B. Instructions for Bidders
- C. Bid Proposal Form
- D. Notice of Award
- E. Agreement
- F. Notice to Proceed
- G. General Conditions [N/A]
- H. Special Provisions
- I. Example Performance and Payment Bond Forms
- J. Example Application for Payment
- K. Example Project Change Order Form
- L. Notice of Final Completion
- M. VTRANS General Special Provisions for All Projects
- N. VTRANS Work Zone Safety and Mobility Guidance Document
- O. City of Burlington Livable Wage Ordinance
- P. City of Burlington Ordinance Forms
- Q. City of Burlington Holidays
- R. City of Burlington Erosion Prevention and Sediment Control
- S. Technical Details and Plans

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**BID PROPOSAL FORM**  
**CY'21 Crack-Sealing Program**

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

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

To the City of Burlington, 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.

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 15, 2021**.

Bidder acknowledges receipt of the following Addenda:

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

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

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**BASE BID – BASIS OF CONTRACT AWARD**

The Total Base Bid is the basis for contract award.

**NOTES:**

1. Contractors shall provide under item 900.10 the unit price in numbers and words, and the quantity in numbers and words.
2. The Total Item Price provided for item 900.10, and item 641.10 added together will constitute the **TOTAL BID AMOUNT**.
3. The total bid amount shall not exceed \$100,000.

Item #	Item Description
<b>900.10</b>	<p><b>Bituminous Crack-sealing Polymer and Crumb Rubber Method</b></p> <p>Quantity:                   = _____ Gallons</p> <p><i>In words:</i> _____</p> <p>Unit Price:                 = \$ _____ per Gallon</p> <p><i>In words:</i> _____</p> <p><b>Total Item Price       = \$ _____</b></p>
<b>641.10</b>	<p><b>Traffic Control</b></p> <p>Quantity:                   = _____ 1 _____</p> <p>Unit Price:                 = \$ _____</p> <p><i>In words:</i> _____</p> <p><b>Total Item Price       = \$ _____</b></p>

**Total Base Bid** \_\_\_\_\_

Total Base Bid Words (Basis of Contract Award) \_\_\_\_\_

\_\_\_\_\_

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 of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Date

ATTEST \_\_\_\_\_

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

## STATEMENT OF INTENT TO COMPLY

The Contractor and subcontractors on this project have read and understand the provisions of the City of Burlington's:

1. City Livable Wages Ordinance
2. City Outsourcing Ordinance
3. City Union Deterrence Ordinance

as described in the Ordinance and the Administrative Policy statement.

The Contractor shall submit prior to the signing of the contract a completed Employment Plan, including wages to comply with the governing Ordinances. This Employment Plan shall have been approved by the Owner before the signing of the contract.

The Contractor and all subcontractors shall prepare and submit Monthly Compliance Reports no later than the first Thursday of each month following the month work is performed **OR** approved supporting documentation as appropriate to demonstrate adherence to the above referenced Ordinances with each pay request. The Owner shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Compliance Report or documentation shall document the name, address, social security number and sex of each worker, job classification, and total hours worked each day on the project, total hours worked during this time period, rate of pay and gross earnings.

The Contractor and subcontractors shall comply with all Ordinances spelled out in the Contract Documents throughout the contract period.

---

(Signature of Authorized Official)

---

(Date)

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**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders. You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor’s Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within then (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner \_\_\_\_\_ City of Burlington \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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## DRAFT AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Burlington, hereinafter called the "Owner," and \_\_\_\_\_ doing business as a \_\_\_\_\_ (an individual, a partnership, or a corporation), with its principal place of business in \_\_\_\_\_ hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- A. The Contractor agrees to commence and complete the construction described as follows: **CY'21 Crack-Sealing Program, Burlington, Vermont.**
- B. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and other services of any nature whatsoever necessary to execute, complete, or deliver in a workmanlike manner the CY'21 Crack-Sealing Program for the City of Burlington as described in the Specifications listed below, in this Agreement, and in the Bid Form attached hereto.
- C. The Contractor will commence the Work required by the Contract Documents on the date of issuance of the Notice to Proceed and will complete the same by **October 15, 2021** unless the period for completion is extended otherwise by the Contract Documents. The Contractor acknowledges that the date of beginning and the time for completion of the Work are **essential conditions** of the Contract Documents.
- D. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the Bid schedule.
- E. The term "**Contract Documents**" means and includes the following:
  - 1. Invitation for Bids (dated \_\_\_\_\_)
  - 2. Instructions for Bidders
  - 3. Bid Proposal Form (dated \_\_\_\_\_)
  - 4. Notice of Award (dated \_\_\_\_\_)
  - 5. Agreement
  - 6. Notice to Proceed (dated \_\_\_\_\_)
  - 7. General Conditions
  - 8. Special Provisions
  - 9. Example Performance and Payment Bond Forms
  - 10. Example Application for Payment
  - 11. Example Project Change Order Form

12. Notice of Final Completion
  13. VTRANS 2018 Standard Specifications for Construction
  14. VTRANS General Special Provisions for All Projects
  15. VTRANS Work Zone Safety and Mobility Guidance Document
  16. City of Burlington Woman in Construction Ordinance
  17. City of Burlington Livable Wage Ordinance
  18. City of Burlington Ordinance Forms
  19. City of Burlington Holidays
  20. City of Burlington Erosion Prevention and Sediment Control
  21. Technical Details and Plans
- F. **CY'21 Crack-Sealing Program, Burlington, Vermont** shall include all of the Work described in the Specifications, and this Agreement.
- G. Work under this Agreement shall be commenced immediately upon the receipt of the Notice to Proceed. The Contractor agrees to complete the work specified by **October 15, 2021**. If the contract time is extended due to the negligence of the Contractor, the Contractor shall be held responsible for all associated engineering costs, such as resident inspection, testing, etc., incurred as a result of the extension. The Contractor agrees to pay as liquidated damages the amounts as defined in the Contract Documents if applicable.
- H. The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating a contractual relationship between any subcontractor and the Owner.
- I. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor.
- J. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively, their successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet its interest or obligations hereunder without written consent of the other party.
- K. In the event that the Contractor does not submit or has not submitted a progress payment to the Owner for work completed in the previous thirty (30) days, the Contractor shall nonetheless pay all Subcontractor's invoices for their accepted and completed work on the Contract, provided the work has been completed for more than thirty (30) days past the date the work was accepted.
- L. In the event that the Contractor is/has not submitted a progress payment to the Owner for work completed in the previous thirty (30) days; the Contractor will be

required to pay the Subcontractor's invoices for their accepted completed work on the contract that has been complete for more than thirty (30) days.

- M. The Contractor shall file with the Owner the following insurance:  
The chosen contractor shall procure insurance to cover the below-listed requirements from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://www.ambest.com)). Before the construction contract is executed, the Contractor shall file with the Owner a certificate of insurance executed by the insurance company or its licensed agent(s) stating that with respect to the contract awarded, the Contractor carries insurance in accordance with the following requirements:

1. Workers Compensation Insurance: With respect to all operations performed, the Contractor shall carry Workers Compensation Insurance in accordance with the laws of the State of Vermont. The Contractor shall also ensure that all subcontractors carry Workers Compensation Insurance for all Work performed by them.

Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$100,000 each employee

2. Contractors' Public Liability and Property Damage Insurance: With respect to all operations performed by the Contractor and subcontractors, the Contractor shall carry Public Liability and Property Damage Insurance providing all major divisions of coverage including, but not limited to:  
Premises – Operations  
Independent Contractors' Protective  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability Applying to the Contractor's Obligations for Damage  
Claims, Broad Form Property Damage  
Collapse and Underground (CU) Coverage  
Explosion (X) Coverage, unless this requirement is waived in writing.

- a) If the Public Liability Coverages are provided under a Commercial General Liability Policy, coverage shall be provided on an Occurrence form. Limits of Coverage shall be not less than:

\$1,500,000	Each Occurrence
\$2,000,000	General Aggregate Applying, In Total, To This Project Only
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$ 250,000	Fire Damage

\$ 5,000 Med. Expense (Any one person)

- b) If the Public Liability Coverages are provided under a Comprehensive General Liability Policy, Limits of Coverage shall be not less than:

Bodily Injury: \$500,000 Each Occurrence,  
\$1,000,000 Aggregate

Property Damage: \$1,500,000 Each Occurrence,  
\$1,000,000 Aggregate

or:

Combined Single Limit: \$2,000,000 Each Occurrence,  
\$2,000,000 Aggregate

- 3. Automobile Liability Insurance: The contractor shall carry Automobile Liability Insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, used in connection with the project. Limits of Coverage shall be not less than:

Automobile Liability:

Bodily Injury	\$1,000,000	
Each Person	\$1,000,000	Each Occurrence
Property Damage	\$500,000	Each Occurrence

OR

Combined Single Limit	\$1,500,000	Each Occurrence
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- 4. Professional Liability Insurance: **(NOT APPLICABLE FOR THIS CONTRACT):**

- a) ~~General. This applies only to those Contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The Consultant shall carry architect's/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:~~

~~—————\$2,000,000—Annual Aggregate~~  
~~—————\$2,000,000—Per Occurrence~~

- b) ~~Deductibles. The consultant is responsible for any and all deductibles.~~
- c) ~~Coverage. Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years~~

~~following substantial completion, if such coverage is reasonably available at commercially affordable premiums.~~

Umbrella Liability:

\$1,000,000      Each Event Limit

\$1,000,000      General Aggregate Limit

- 5.      General Insurance Conditions: The insurance hereinbefore specified under parts 1-3 shall be maintained in force until acceptance of the project by the Owner.

Under part 2, Products and Completed Operations Coverage shall be maintained in force for at least one year after the date of acceptance of the project.

Each policy shall name City of Burlington as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. Umbrella Excess Liability Policies may be used in conjunction with primary policies to comply with any of the limit requirements specified above. Claims-made coverage forms are not acceptable without the prior written consent of the Owner. The Insurance Company shall agree to investigate and defend all claims against the insured for damages covered, even if groundless.

Each policy furnished shall contain a rider or non-cancellation clause reading in substance as follows:

Anything herein to the contrary notwithstanding, no cancellation, termination or alteration of this policy by the company or the assured shall become effective unless and until notice of cancellation, termination or alteration has been given by registered mail to City of Burlington at least thirty (30) calendar days before the effective cancellation, termination or alteration date unless all Work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by City of Burlington.

There shall be no directed compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect such insurance or Bond, but the cost thereof shall be considered included in the general cost of the Work.

The Contractor is responsible to verify and confirm in writing to the OWNER that:

- (a) All SUB-CONTRACTORS, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all SUB-CONTRACTORS, agents or workers. SUB-CONTRACTORS must comply with the same insurance requirements as the CONTRACTOR.

(b) All coverage shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage 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 developed and must be met to protect the interests of the OWNER.

- O. The Contractor shall indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

The Contractor and all Contract Documents between the Contractor and Subcontractors, shall comply with and fully conform to the provisions of Title 9, Chapter 102 "Construction Contracts" Section 4001 et seq. of Vermont Statutes Annotated.

- P. The Contractor agrees to provide and pay for all materials, labor, tools, equipment, water, light, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work contained in the Drawings and Specifications within the specified time. Any penalty imposed by the State of Vermont due to excavation, movement, or erosion of the soils on the site during the life of the Agreement shall be the responsibility and expense of the Contractor.

- Q. If the Contractor defaults or neglects to carry out the Work in accordance with this Agreement, the Owner may, after forty-eight (48) hours written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.

The cost thereof shall be deducted from the payment then or thereafter due the Contractor or, at its option, the Owner may terminate this Agreement and take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient. The Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of this Agreement exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. However, if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.



- R. The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Agreement amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Agreement amount; said Bonds shall be secured from a surety company satisfactory to the Owner.
- S. PUBLIC RECORDS: The CONTRACTOR understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONTRACTOR shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record 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.
- T. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONTRACTOR will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONTRACTOR shall conduct themselves with propriety. The CONTRACTOR agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONTRACTOR agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONTRACTOR, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONTRACTOR is acting as an agent of the CITY.
- U. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONTRACTOR shall also comply with the rules, regulations and relevant orders of the Secretary of Labor,

Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONTRACTOR shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

- V. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
- W. Communication to the Residents and Businesses in the work areas in advance of scheduling closures of sidewalks, driveways and other access ways shall be the sole responsibility of the Contractor. Signing and creating temporary access ways shall also be the responsibility of the Contractor.
- X. The obligations of the City to make payments under this agreement during several fiscal years shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, statutory limitation or requirement, or the City's charter, nor shall anything contained in the contract constitute a pledge of the credit or tax revenues, funds or monies of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the governing body of the City. The obligations of the City under the contract are subject to annual appropriations by the governing body of the City.
- Y. In the event no funds or insufficient funds are appropriated and budgeted for payments due under this contract, the City may elect to terminate this contract in accordance with this paragraph. The City's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the City. Termination under this provision shall be effective upon the expiration of the applicable fiscal year of the contract and payment of all contract payments during that fiscal year.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_  
(which is the Effective Date of the Agreement).

OWNER:  
\_\_\_\_\_ City of Burlington \_\_\_\_\_

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner  
Designated Representative:

Contractor  
Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*City of Burlington ONLY:*  
*Approved as to form and substance by the City Attorney Office:*

\_\_\_\_\_

\_\_\_\_\_  
*Date*

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### NOTICE TO PROCEED

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

\_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Final Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_.

In addition, before you may start any Work at the Site, you must

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

By: City of Burlington  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

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

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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## SPECIAL PROVISIONS

**STANDARD SPECIFICATIONS.** The provisions of the 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

**CONTRACT COMPLETION DATE.** This Contract shall be completed on or before August 10, 2018.

**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 the companies.

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 48 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.** All temporary construction signs shall meet the following requirements:

- A. All sign stands and post installation shall be National Cooperative Highway Research Program Report (NCHRP) 350 compliant.
- B. As a minimum, roll up sign material shall have ASTM D 4956-01 Type VI fluorescent orange retroreflective sheeting.
- C. All post-mounted signs and solid substrate portable signs shall have ASTM D 4956-01 Type VII, Type VIII, or Type IX fluorescent orange retroreflective sheeting.
- D. All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM Type III sheeting.
- E. All stationary signs shall be mounted on two 4.5 kg/m (3 lb/ft) flanged channel posts or 51 mm (2 inch) square steel inserted in 57 mm (2 ¼”) galvanized square

steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

- F. Prior to placing temporary work zone signs on the project, the Contractor must furnish for the Engineer's approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 100 mm (4 inches) above ground level and bolts for sign post.
- G. Construction signs shall be installed so as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives and town highways.
- H. Speed zones, if used, should be a maximum of 16 kph (10 mph) below existing posted speeds. Temporary speed limit certificates must be approved by the City of Burlington City Council.
- I. An accessible sidewalk route must be available for pedestrians at all times when a sidewalk or roadway is closed. Provide a sign, "Sidewalk Closed Ahead", at both ends of the street when the sidewalk is closed. Only one sidewalk on a street can be closed at a time.

**NOTICE TO BIDDERS.** All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM Type III sheeting, unless otherwise shown on the Plans.

**HIGHWAY PARKING RESTRICTIONS.** Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of the highway. All trucks or equipment so stopped or parked shall be at least 1.2 m (4 feet) from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway will not be permitted unless authorized by the Engineer to meet field conditions.

Private automobiles or workers will not be permitted to stop or park on the shoulders or right-of-way of the highway.

Each of the Contractor's trucks or equipment used for the construction of this project and permitted to park or stop as provided above shall be equipped with flashing light signals on the front and rear and the signals shall be operating at all times when parked or stopped on the highway unless otherwise authorized by the Engineer.

The flashing light signals shall be visibly distinct from and physically separate from the hazard warning system required by Federal and State motor vehicle laws and regulations. At least one of these flashing light signals shall be visible to traffic approaching from any angle at all times.

Qualified traffic control personnel shall be employed whenever the Contractor's vehicles or equipment (including that which belongs to the individual workers) enter or leave the traffic flow, including access to, from, and across the bike path. All movement, in or out of the traffic flow, shall be with the flow of traffic.



**SECTION 101 – DEFINITIONS**

**101.02 DEFINITIONS**, - Certain terms in the Contract Documents that are listed below are hereby replaced or modified, and defined as follows:

**ACTUAL COMPLETION DATE** – Date noted in the Completion and Acceptance memorandum on which designated responsible Municipal personnel have reviewed the project and determined that all Contract work is complete and all Contract requirements have been met, generally considered to be the last day the Contractor performed physical work on any contract item.

**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 City of Burlington, except when referenced to documents or publications.

**BOARD** – Wherever the term Board or Transportation Board appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Chief Administrative Officer for the City of Burlington.

**CHIEF OF CONTRACT ADMINISTRATION** – Wherever the term Chief of Contract administration appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean, the Local Project Manager.

**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 Local Project Manager and/or Full Time Employee in Responsible Charge.

**DIRECTOR OF PROJECT DEVELOPMENT** – Wherever the terms Director of Project Development, director of Engineering and Construction, Director of Construction and Maintenance, Director, or Chief Engineer appears on the plans, in any specification, or in the Contract, they shall be read as and shall mean; the Director of Public Works for the City of Burlington.

**DIRECTOR OF PROGRAM DEVELOPMENT** – Wherever the term Director of Program Development appears on the plans, in any specification, or in the contract it shall read as, and shall mean; the Director of Public Works for the City of Burlington.

**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 City Engineer or Designer of Record.

**FINAL ACCEPTANCE DATE** – Wherever the term Final Acceptance Date appears on the plans, in any specification, or in the Contract, it shall mean the date that the Municipality signs the Final Completion Certificate.

**MATERIALS AND RESEARCH ENGINEER** – Whenever the term Materials and Research Engineer appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; the Resident Engineer (RE).

**PROPOSAL FORM** – Whenever the term Proposal Form appears on the plans, in any specification, or in the Contract it shall be read as, and shall mean; the BID FORM unless specifically referenced otherwise in these Special Provisions.

**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 Burlington Public Works Engineer or designated representative.

**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 Burlington Public Works Director.

**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 State of Vermont.

**ADD** the following definitions:

**ADDENDUM (addenda)** – Contract revisions developed after advertisement and before opening bids.

**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 proposal.

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

**BID BOND** – A proposal guarantees 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.

**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, within the scope of the Contract, establishing the basis of payment and time adjustments for the Work affected by the changes.

**COMPLETION** – Completion of the project occurs when the Contractor has completed all work required by the Contract and has satisfactorily executed and delivered to the Engineer all documents, certificates and proofs of compliance required by the contract.

**CONTRACT** – The written agreement between the Municipality and a contractor setting out the obligations of the parties to the contract for the performance of the work described therein.

**CONTRACT BOND(S)** – The approved forms of security, signed and furnished by the contractor and the contractor's surety or sureties, guaranteeing signatures on the contract, performance of and compliance with the contract, and the payment of all legal debts pertaining to the construction of the contracted project.

**CONTRACTOR(S)** – An entity that has Annual Prequalification status and/or an entity that has a contract with the Municipality to perform construction work, including but not limited to an individual, partnership, firm, organization, association, corporation, or joint venture; a representative, trustee, or receiver of a contractor appointed by any court of competent jurisdiction.

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

**GENERAL SPECIAL PROVISIONS** – Approved additions and revisions to the Standard Specifications for Construction.

**GOVERNING BODY** – Shall refer to the Board.

**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.

**RESIDENT ENGINEER** – An entity employed by the Municipality to perform supervisory duties including the oversight of testing services on the project and oversight and communication with the contractor's foreman that the work is performed according to the specifications and other contract Documents..

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

**LOCAL 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** – City of Burlington.

**PREQUALIFICATION:**

**Annual Prequalification** – The Vermont 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.

**Contract Specific Prequalification** – The process by which an entity is approved to bid on a specific contract determined by the Municipality to be of a size or scope to warrant more than an Annual Prequalification.

**PREQUALIFICATION ADMINISTRATOR** – An Vermont Agency of Transportation employee charged with administration of the prequalification process for the Prequalification Committee.

**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.

**SPECIAL PROVISIONS** – Additions and revisions to the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Plans, or other documents that are part of a particular contract.

**SPECIFICATIONS** – The compilation of provisions and requirements for the performance of prescribed work including the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Special Provisions, Plans, and other documents that are part of a particular contract.

**STANDARD SPECIFICATIONS** – The Vermont Agency of Transportation book entitled 2018 Standard Specifications for Construction and the specifications included therein, as approved for general and repetitive use and application in VTrans/Municipal projects.

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

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

**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.

**WORK** – The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of a project and the carrying out of all duties and obligations imposed by a contract.

**WORKING DAY** – A calendar day during which normal construction operations could proceed for a major part of the daylight hours, and specifically excluding Saturdays, Sundays, and those days of the standard work week on which holidays are celebrated.

**END OF DEFINITIONS**

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## **SECTION 105 CONTROL OF WORK**

**105.09 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.

**105.20 CLAIMS FOR ADJUSTMENT, (c) Claims Procedure;** Delete the second, third and fourth sentence and replace with the following:

Claims must be evaluated first by the Engineer and then by the Local Project Manager. Should a claim be ruled in favor of the Contractor, it will be allowed, in whole or in part, and paid as provided in the Contract. Should a claim be denied in whole or in part by the Local Project Manager the Contractor may appeal to the City of Burlington Director of Public Works. Should a claim be denied in whole or in part by the City of Burlington Director of Public Works, the Contractor may appeal to the Governing Body.

(d) Claims Documentation Requirements; In the first sentence, replace Construction Engineer with Local Project Manager.

**105.21 PAYROLLS;** Add:

(c) The Contractor shall submit certified payroll to the Local Project Manager with each pay request, payrolls of subcontractors shall also be certified and submitted with corresponding invoices for which payment is sought.

## **SECTION 106 – CONTROL OF MATERIAL**

**106.03 SAMPLES AND TESTS,** Add the following paragraph to the beginning:

A qualified independent testing firm hired directly by the City of Burlington *or* indirectly by the City of Burlington through its Resident Engineer shall be responsible for all acceptance sampling and testing of materials and completed work. The Residential Engineer or Owner can request additional compact testing if they feel that the work is unsatisfactory to the specifications. The Contractor must correct findings if found unsatisfactory and pay for the requested testing.

The Contractor shall be responsible for their Quality Control. The cost of their Quality Control shall be considered incidental to the payment items in the bid. Any sampling, testing, retesting, and submission of reports and certifications by the Contractor as required by the contract documents and plans shall be considered incidental to the payment items in the bid.

Change the last word in the first paragraph from Agency to Municipality.

Delete the first sentence of the second paragraph and replace with the following:

Samples will be taken and testing performed by qualified personnel of the testing firm in accordance with the requirements of the latest edition of the Vermont Agency of Transportation's Quality Assurance Program and Material Sampling Manual for level 3.

Modify the last sentence of the third paragraph to read as follows:

Copies of all test results shall be forwarded directly to the Resident Engineer and the Contractor by the testing firm.

## **SECTION 107 – CONTROL OF MATERIAL**

### **107.07 PUBLIC CONVENIENCE AND SAFETY**

(a) General. The Contractor shall conduct all work so as to ensure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway within the construction area and the protection of persons and property shall be provided for by the Contractor as specified in Subsection 104.04.

## **SECTION 108 – CONTROL OF MATERIAL**

**108.12 FAILURE TO COMPLETE WORK ON TIME,** Delete the DAILY CHARGE FOR LIQUIDATED DAMAGES FOR EACH WORKING DAY OF DELAY table and replace with the following rates:

### Amount of Liquidated Damages.

1-15 DAYS OVER CONTRACT COMPLETION DATE: The Owner will deduct **the cost to employ the Seasonal Paving Inspector and City personnel time up to a maximum of \$500 per day.**

15+ DAYS OVER CONTRACT COMPLETION DATE: The Owner will deduct **\$1000 per day.**

Should the contract not be completed prior to the close of the asphalt plants or determination of the winter shut down for work. then Liquidated Damages charged to the Contractor shall be equal to the time of City Personnel directly accrued as it relates to this Contract. The count of number of WORKING DAYS OF DELAY shall resume on April 15<sup>th</sup> of the following construction season.

## **SECTION 109 – MEASUREMENT OF QUANTITIES**

### **109.04 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

(a) General. At any time during work the Engineer reserves the right to make, in writing, changes in quantities and alterations in the work as are deemed necessary or desirable to satisfactorily complete the project. Changes in quantities and



alterations in the work will not invalidate the Contract or release the Contractor's surety, and the Contractor shall perform the work as altered.

- (b) Significant Alteration/Change to Character of Work; Adjustment to Contract. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by different quantities or alterations, a monetary adjustment will be made to the Contract; loss of anticipated profits shall not be included. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, an adjustment will be made as the Engineer determines to be fair and equitable.
- (c) Alterations/Changes Not Significant. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (d) Significant Change Defined. The term "significant change" shall be construed to apply only to the following circumstances:
  - (1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - (2) When a major item of work, as defined, is increased in excess of 25 percent above or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of the original Contract item quantity; any allowance for a decrease in quantity below 75 percent shall apply to the actual amount of work performed.
- (e) Major Item Defined. A major item of work is any bid item that has a total bid value greater than 20 percent of the total bid amount of the Contract.

**END OF SECTION 100**

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**SECTION 630 - UNIFORMED TRAFFIC OFFICERS AND FLAGGERS**

**630.01 DESCRIPTION.** This work shall consist of furnishing qualified uniformed traffic officers (UTOs) and flaggers for the handling of traffic in, around, and through work zones. UTOs and flaggers collectively are also referred to as traffic control personnel. UTOs and flaggers shall be used to control and protect the traveling public and workers during construction operations as directed by the Engineer. All traffic control operations in, around, and through work zones shall conform to the MUTCD.

1. Definitions.
  - a) “Uniformed Traffic Officer” (UTO) means a law enforcement officer who has law enforcement authority at the location where the services are provided.
  - b) “Flagger” means a person who has completed an approved, four-hour flagger training course given by a certified instructor.
2. Certification to Train Flaggers. Certification to train flaggers may be obtained by completing one of the following courses or another course approved by the Agency:
  - a) Associated General Contractors of Vermont, Work Zone Traffic Control Technician/Flagger Trainer Course; or
  - b) American Traffic Safety Services Association, Worksite Traffic Supervisor Certification Course.
3. Duties of Uniformed Traffic Officer. UTOs shall perform the following functions as directed by the Engineer in and around work zones:

Promote voluntary compliance by motorists with speed and other rules of the road through an obvious presence. This may include the presence of marked law enforcement vehicles displaying law enforcement signal lamps, the presence of a UTO in or near the highway, and/or signage indicating their presence. This presence is generally stationary (fixed post), with a law enforcement vehicle serving as an advanced warning signal and the UTO usually positioned outside the vehicle, to direct or control traffic as necessary.

1. Direct and control traffic. This may include the direction and control of traffic at intersections where signals are not functioning or are malfunctioning.
2. Serve as a flagger.
3. Use of Flaggers. A flagger shall be used as directed by the Engineer to stop and release traffic within a designated work zone or where the entrance or exit of construction equipment or other construction activity constitutes a hazard to the traveling public. Flaggers shall not be used to direct traffic.
4. Use of Railroad Flaggers. Railroad flaggers shall be used within the limits of the project whenever the Contractor’s operations are such as to make it necessary as described in the Contract Special Provisions.

Flaggers used in conjunction with railroad operations shall receive approval for use by the operating Railroad. The Contractor may contact the operating Railroad for a listing of approved flaggers.

5. Responsibility of Contractor to Protect Public and Workers. Direction or lack of direction by the Engineer to use traffic control personnel shall not release the Contractor from its responsibility to protect the traveling public and workers in and around work zones.

**630.02 QUALIFICATIONS.** The Contractor shall ensure that all flaggers utilized on the project have successfully completed a four-hour flagger training course given by a certified instructor within the last twenty-four months. The Contractor shall provide to the Engineer a list of the names of all trained flaggers currently on the project, including the date of training for each person listed.

**630.03 CLOTHING AND EQUIPMENT.**

(a) For Uniformed Traffic Officers.

Every UTO shall wear a uniform approved by his/her law enforcement department with an exposed badge that clearly identifies him/her as a law enforcement officer; when operating outside the vehicle, the UTO shall wear a High-Visibility, Class 2, reflectorized vest as specified in the MUTCD.

1. When employed on the project during the period from sunset to sunrise, a UTO shall be equipped with hand-held, lighted signals that display a red light suitable for directing traffic and with High-Visibility, Class 2, reflectorized vests as specified in the MUTCD.
2. Every UTO shall be accompanied by a law enforcement vehicle with operating blue or blue and white, or a combination of these, law enforcement signal lamp(s) conforming in all respects to those permitted under 23 VSA § 1252.
3. The signal lamp(s) on a UTO's law enforcement vehicle shall be in operation when and where required by project-specific traffic control plans or as directed by the Engineer when, in the Engineer's opinion, the safety of the traveling public and/or project personnel will be enhanced by the operation of the lamp(s).

(b) For Flaggers.

1. Flaggers shall wear safety apparel (reflectorized vests) meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" that is labeled as meeting the ANSI 107-1999 standard performance for Class 2 risk exposure. The apparel background material color shall be either fluorescent orange-red or fluorescent yellow-green as defined in the standard. The retroreflective material shall be either orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 300 m (1000 ft). The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

2. Flaggers shall wear approved headgear consisting of protective headgear commonly referred to as a “hard hat,” a brimmed cap of the type commonly referred to as a “baseball cap,” or headgear otherwise required by law, regulation, or governmental policy. The headgear shall be provided in one of the colors designated for high visibility clothing in the MUTCD. Approved headgear shall have no additions, adornments, or ornamentation, except that on the front of the headgear, above the brim, a small company or governmental logo or name which does not significantly reduce the visibility of the headgear may be displayed.
3. Flaggers shall be equipped with a STOP/SLOW paddle signaling device as detailed in part 6E.03 of the MUTCD.
4. Flaggers shall at all times be properly dressed, present a neat appearance, and have all reflectorized gear clean and visible to the traveling public. The Engineer’s determination as to the suitability of the appearance of any flagger shall be final. An unsuitable appearance shall constitute ineffectiveness in controlling traffic. Any flagger deemed ineffective in controlling traffic by the Engineer shall be removed.

(c) For Railroad Flaggers.

1. Railroad flaggers shall be trained, clothed, and equipped in accordance with guidelines, rules, and/or regulations set forth by the operating Railroad.

(d) For All Traffic Control Personnel.

1. The Contractor shall equip all traffic control personnel on the project with two-way radios capable of maintaining all necessary communication within the work zone. The traffic control personnel shall use these radios to maintain communication and coordination whenever distance, noise, intervening operations, dust, and/or other existing conditions make it difficult or impossible to communicate on a line-of-sight basis and/or whenever the use of two-way radios is ordered by the Engineer. The Contractor shall at all times keep sufficient spare batteries, parts, and complete units on the project so that no individual performing traffic control is without a working two-way radio for a period longer than 10 minutes. Without exception, when two-way radios are required and a person performing traffic control is without a working two-way radio for more than 10 minutes, that person will either be supplied with a working two-way radio or be considered ineffective, removed in the manner set forth in Subsection 630.04, and replaced with a person with a working two-way radio.
2. The reflectorized vests worn by traffic control personnel shall have the words “TRAFFIC CONTROL” in 50 mm (2 inch) high black letters on front and back reflective panels. Unless the words and the reflective panels on which they are mounted were placed on the vest by the original manufacturer, the layout, dimensions, proportions, and spacing of the letters in the words shall conform to the requirements for Series B Upper Case Letters in the Standard Sign Alphabets for Highway Signs.
3. When not actually engaged in traffic control, traffic control personnel shall not wear vests with the traffic control legend.

**630.04 STANDARD PROCEDURES.** The Contractor or subcontractor supplying uniformed traffic officers and/or flaggers on a project shall designate a person as the responsible person to coordinate the traffic control plan and procedures with the Superintendent and the Engineer.

Any UTO or flagger determined by the Engineer to be ineffective in controlling traffic shall be removed by the Contractor from all traffic control on the project. The Contractor shall immediately comply with the directive from the Engineer and shall suspend operations as necessary until a qualified replacement can be provided. Such a suspension of operations shall not be considered as a basis for a claim or an extension of time.

**630.05 METHOD OF MEASUREMENT.** The quantities of Uniformed Traffic Officers, Flaggers, and Flaggers, Railroad to be measured for payment will be the number of hours for each as authorized by the Engineer. No additional allowance will be made for premium time (overtime), and no allowance or payment will be allowed for the required four-hour training.

**630.06 BASIS OF PAYMENT.** The accepted quantities of Uniformed Traffic Officers and Flaggers will be paid for at the Contract unit price per hour. Payment will be full compensation for hiring, training, transporting, and supervising; for furnishing clothing, badges, vehicles, law enforcement signal lamps, signs, lighting devices, reflectorized equipment; for providing all taxes and insurance; and for furnishing all radios and other equipment, materials, and incidentals necessary to perform this work.

The accepted quantity of Flaggers, Railroad will be paid for at the Contract unit price per hour. Payment will be full compensation for labor hours accrued on the project by a railroad flagger in the employ of the operating Railroad. The unit price shall include the costs of any equipment, clothing, and training required for the railroad flagger(s).

When the Contract item(s) Uniformed Traffic Officers, Flaggers, and/or Flaggers, Railroad is (are) not included in the Contract or when Uniformed Traffic Officers, Flaggers, and/or Flaggers, Railroad are employed by the Contractor without authorization by the Engineer, the cost(s) will not be paid for directly but will be considered incidental to all other Contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
630.10 Uniformed Traffic Officers	Hour
630.15 Flaggers	Hour
630.20 Flaggers, Railroad	Hour

**END OF SECTION 630**

**SECTION 900 - BITUMINOUS CRACK-SEALING USING POLYMER AND CRUMB RUBBER**

**900.01 DESCRIPTION.** This work shall consist of furnishing and placing crack-sealing material in the cracks of existing bituminous concrete pavement.

**900.02 MATERIALS.** The Contractor shall provide the Engineer with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials.

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

- (a) The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
- The binder will meet PG 64-28E requirements after modification including:
    - PG grade requirements of AASHTO M320
    - Requirements of AASHTO TP70/MP19
  - Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
  - The asphalt supplier shall provide testing for both the neat and modified asphalt binders
  - See below for typical modified test results for 64-28E with crumb rubber:

DSR ORIGINAL

- kPa >1.00 @ 64° C. Fail temp = 76+° C

DSR RTFO

- kPa >2.20 @ 64° C. Fail temp = 76+° C

MSCR

- JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C
- R3200 (Average % Recovery): >70%

DSR PAV

- kPa <6000 @ 64° C

BBR

- Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

- (b) Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475 degrees F (246 degrees C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round

Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

\* At temperatures ranging from ambient to maximum finished product mix temperature

\*\* Subject to Normal Variations

The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

**900.03 EQUIPMENT.** Equipment shall meet the approval of the Engineer and shall be maintained in working condition at all times.

- (a) Air Compressor. Air compressors shall be portable and capable of furnishing not less than 2.8 m<sup>3</sup> (3.7 yd<sup>3</sup>) of air per minute at not less than 620 kPa (90 psi) pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- (b) Hand Tools. Hand tools shall consist of brooms, shovels, metal bars with chisel-shaped ends, squeegees, and any other tools which may be required to accomplish the work.
- (c) Melting Kettle. The melting kettle shall be a double boiler, indirect fired portable type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 277°C (531°F). The kettle shall be equipped with a satisfactory means of agitating the joint sealer. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle shall be equipped with thermostatic control calibrated between 93°C and 288°C (200°F and 550°F). The kettle shall be mounted on rubber tires and be equipped with a metal shield beneath the firebox to protect the pavement. Must be capable of pumping an 8% fiber content blend.
- (d) Application Wand. The application wand shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for on the Plans or this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. A bypass line into the holding tank is required for use when the nozzle is shut off.
- (e) Router. Equipment for preparing cracks shall be a rotary impact type cutter or a diamond-blade crack saw which will provide a reservoir of specified dimensions.



- (f) Hot-Air Lance. Equipment for blowing clean and drying cracks and joints shall be a propane gas and compressed air burner (ATAFA unit or approved equivalent) operating at 1650°C (3000°F) at a velocity of 915 m/s (3000 ft/s).

**900.04 TEMPERATURE LIMITATIONS.** The ambient air temperature shall be in the range of 5°C (40°F) to 40°C (104°F) and the pavement temperature shall be in the range of 10°C (50°F) to 60°C (140°F).

When it is in the public interest, the Construction Engineer may adjust the specified ambient air and/or pavement temperature requirements.

**900.05 PREPARATION.**

- (a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full melting kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melting kettle, crack-sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melting kettle during the work day under any circumstances. Minimum application temperature shall be 320 degrees F.
- (b) General. Care must be taken in the preparation of all cracks to receive sealant material. All cracks must be clean, dry, and heated to ensure optimal bonding of the sealant material to the existing pavement.
- (c) Bituminous Crack-sealing . All routed cracks shall be filled with sealant in the same workday as directed by the Engineer.  
Cracks of 3 mm (1/8 inch) to 20 mm (3/4 inch) in width shall be shaped into a square cross section of approximately 20 mm (3/4 inch) in width by 20 mm (3/4 inch) in depth using a router or crack saw. All cracks to be sealed shall be routed or saw cut. All material removed from the cracks shall be immediately removed from the pavement. Cracks greater than 20 mm (3/4 inch) in width shall only be prepared and sealed at the direction of the Engineer.  
Following crack routing or saw cuts, the entire pavement area shall be cleaned using a power broom or blower device. Special care must be exercised in urban areas to ensure that the pavement area is cleaned after the crack-sealing operation and to minimize the creation of dust in the cleaning process. Immediately prior to the application of the sealer material, all cracks shall be cleared of loose pavement, vegetation, sand, dust, and any other debris using the hot-air lance. The full length of the cracks shall be heated with the hot-air lance to improve bonding of the sealant and pavement. Care shall be taken not to burn or char the pavement. Any charred pavement shall be cut out and removed and the crack prepared and resealed.  
Areas of high density cracking indicating a structural failure should not be prepared for sealing as directed by the Engineer.

- (d) When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up.

**900.06 PLACING OF SEALER.** The joint sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Engineer. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approved by the Engineer. The Contractor shall provide the Engineer with a suitable device for verifying the sealant temperature in the kettle and at the application site. Sealant application temperature shall not be lowered below the manufacturer's recommended temperature to address pooling problems at the end of the rout. This problem shall be addressed by using sealant material with appropriate flow characteristics to prevent pooling.

All routed cracks shall be fully filled with joint sealer material. A strikeoff device may be used to facilitate placement of the material provided it has a maximum width of 40 mm (1 ½ inches). The joint sealer material should be struck off such that only a thin film band 2 mm (1/16 inch) or less is left on the pavement. Optimally, the pavement aggregate should be visible through the thin film band.

Any over application or spills are to be removed to the satisfaction of the Engineer. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared, and resealed. Any filled areas that have sunk below the surface more than 2 mm (1/16 inch) shall be repaired by applying additional material.

The sealant material shall be applied while the cracks/joints are still hot from the hot-air lance preparation. Any loose material on the surface or in the crack, which may contaminate the joint sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack-sealing. No crack-sealing material shall be applied in a crack that is wet or where frost, snow, or ice is present.

No vehicles or equipment should be allowed on the newly placed sealant material until it has cooled as specified by the manufacturer. If the pavement must be reopened to traffic prior to air cooling, the cooling process may be accelerated with water or other coolant as specified by the manufacturer and approved by the Engineer. As a last resort, sealant may be protected against tire pick-up by dusting with a fine sand, mineral dust or similar material as approved by the Engineer. Any procedure used to accelerate cooling time must be approved by the Engineer and be in compliance with the manufacturer's application specifications. Costs for all material and labor for dusting or cooling shall not be paid for directly, but shall be considered incidental to Bituminous Crack-sealing.

**900.07 MATERIALS CERTIFICATION.**

- Performance Grade of Unmodified Asphalt: **PG 64-28S** (standard)
- AASHTO M-320, Table 1
- 7% chemically-modified crumb rubber (CMCR)
  - Composed of 100% 80-mesh recycled tire rubber

- 3-4% specially formulated polymer package
- Performance Grade of Modified Asphalt: **PG 64-28E** (able to withstand “extremely heavy” traffic loads)
- AASHTO M-320, Table 1
  - “E” Jnr 3.2 kPa @ 64<sup>0</sup>C: <**0.5%**
  - R3200 (Average % Recovery) @ 3.200 kPa: >**70%**
- 8% polyester reinforcing fibers

**900.08 METHOD OF MEASUREMENT.** The quantities of Bituminous Crack-sealing Polymer and Crumb Rubber Method to be measured for payment will be the number of gallons of crack sealer complete and in place in the accepted work.

**900.09 BASIS OF PAYMENT.** The accepted quantities of Bituminous Crack-sealing Polymer and Crumb Rubber Method will be paid for at the contract unit price per gallon.

<u>Pay Item</u>	<u>Pay Unit</u>
900.10 Bituminous Crack-sealing Polymer & Crumb Rubber Method	Gallons

**END OF SECTION 900**

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**CITY OF BURLINGTON PROVISIONS****CONTRACT MILESTONES**

Contract Milestones. Milestone dates and requirements shall be as follows:

- a) **August 17, 2021** Anticipated Start date for construction
- b) **October 15, 2021** **100%** of work shall be complete
- c) Work continued after **October 15, 2021** shall be subject to accrue liquidated damages as set forth by the GENERAL and SPECIAL PROVISIONS.
- d) "Work Complete" shall be based on the dollar value of fully completed and invoiced streets, where all contract requirements are completed including sign-off of each street and work segment by the Engineer.

**AUTHORITY TO CLOSE STREETS TO PARKING.** Under Section 20-63, City of Burlington Codes and Ordinances, the contractor under this contract may temporarily close streets to parking.

The following general conditions shall be met:

- a) In locations where parking is unmetered standard "No Parking" paper signs - (furnished by Owner, installed and maintained by the Contractor). In locations where parking is metered the Contractor shall be required to obtain meter bags from DPW at no charge for the bag fee, however the Contractor is responsible for paying any fees for lost or damaged bags/locks. In addition, Contractor will be responsible for all meter bag fees for bags used fifteen (15) days past the completion of work on the street where bags were permitted.
- b) Signs should be posted a minimum of one week ahead of the start of work for first work on the street, subsequent signage shall meet the conditions required by the Burlington Police Department listed in part e of this Section.
- c) Posted in conspicuous locations on streets where contract Work is to be performed. One or both sides of the street may be posted if the work warrants such action as determined by the contractor. "No Parking" signs shall be free standing on Contractor furnished stakes. Under no conditions will signs be affixed to utility poles, street signs or mail boxes.
- d) Signs shall be in place no later than 4:00 PM on the day preceding work to start, including holidays and weekends, and Police, Fire Departments, Chittenden County Transportation Authority (CCTA), and Chittenden County Regional Planning Organization (CCRPO) traffic alerts shall be notified of the area.
- e) The Contractor is required to contact Burlington Police Department – Parking Enforcement by email no later than 6:00 PM on the day preceding work, or of posting with dates and times for the No Parking posting. Failure to notify BPD – Parking Enforcement by the time listed will eliminate the feasibility of ticketing and towing violating cars under the City’s parking restrictions. Notification shall be sent to John King ([jking@bpdvt.org](mailto:jking@bpdvt.org)) or his designated representative.

- f) Prohibited parking will remain in effect until said signs are removed by the Contractor. This shall be as soon as work is completed.
- g) The signs shall state the date on which parking is prohibited, the time at which prohibited parking commences, and a note that says that prohibited parking shall remain in effect until said signs are removed.
- h) Uniformed Traffic Officers (UTO) will be required at all traffic signals affected by work even if signal and lane operations work in 'flash'.

**STREET TREES.** The City Arborist will be aware of street tree locations that may be affected by the Work. The City Arborist will be available at the pre-bid conference and in the field prior to construction to review with the Contractor the proper methods of root pruning and construction within the drip line as required.

- a) Contractor shall not begin construction within the drip line of any tree, public or private, until the City Arborist has addressed, inventoried and discussed any special requirements with the contractor. The City Arborist will again inspect any trees in the area after construction is finished.
- b) Contractor shall be liable for any damage to affected trees due to construction.
- c) Should the Contractor believe that construction will damage any tree regardless of precautions; the Contractor shall not work in that area and shall immediately notify the Engineer in writing.

**RESTORATION OF EXISTING SURFACES.** All existing street pavements, driveway aprons, and greenbelt areas disturbed by excavation and/or construction activities of the Contractor shall be restored to their original conditions or better. Street pavements shall be restored to existing asphalt thickness or as designated in the Contract Plans, whichever is greater. Driveway aprons shall be regraded and finished to match the grades of the new curb cut opening and promote proper drainage or surface runoff. Greenbelt areas shall be regraded to match the grades of the curbing using excavation and/or earth borrow as required and a minimum 4-inch layer of topsoil. Top soil shall consist of uniform natural sandy loam, free from lumps, clods, sods, stones larger than 3/4 inch in any dimension, sticks, wood, cinders, concrete or any foreign or undesirable materials. It shall be natural and fertile soils possessing the characteristics of good soil which produce heavy growth of crops, grass or other vegetation and shall be obtained from natural, well-drained areas. It shall be free of sub-soil.

- a) Acidity range from pH 5.0 to pH 6.0 inclusive. Disturbed areas shall be seeded and mulched to provide a vigorous growth of grasses to match the surrounding terrain. This growth of grasses is subject to the three (3) year guarantee period. Seed shall be fresh, clean seed of the latest crop, which meets the standards of the Federal Seed Act including percent pure seed, percent germination and percent weed content listed below. All seed shall be furnished in sealed standard containers of vendor with each container showing vendor name, weight percent of each grass seed, percent pure seed, percent germination, percent weed content,

date of seed crop, and date of test. Seed shall be L.D. Oliver Seed Co., "Burlington Public Works Special Mix" with the following analysis, or an approved equal:

30%	Shortstop Turf-type Tall Fescue	90%	Germination
20%	Jasper Red Fescue	90%	Germination
20%	Creeping Red Fescue	85+%	Germination
20%	Fiesta II Perennial Rye Grass	90%	Germination

- b) Broadcast seed at 5 lbs./1,000 square feet.
- c) All such work must conform to the "Vermont Standards & Specifications for Erosion Prevention & Sediment Control, 2006", and as amended and all earthen material associated with, or disturbed by, the project shall be retained on the subject property. Bare earthen material shall immediately be stabilized with erosion control netting and with topsoil, seed and mulch to establish vegetative cover.

**WORKING HOURS.** Working hours for this contract shall be 7am-7pm Monday through Friday, and 7am-5pm on Saturday. Work on Sundays and Holidays must be submitted to the Owner in writing or during a meeting a minimum of 48 hours prior to the date being requested. Work hour limitations include running/warming up of stationary construction equipment outside of the designated or approved work hours that exceed the Noise Ordinance limits for Quiet Hours as set forth in the City Ordinances.

- a) Bennington Battle Day – Special permissions are required to work on the Bennington Battle Day which is observed by the City of Burlington on **Monday, August 16, 2021.**
- b) Labor Day – Special permissions are required to work on Labor Day which is observed by the City of Burlington on **Monday, September 6, 2021.**
- c) Indigenous Peoples’ Day – Special permissions are required to work on Indigenous Peoples’ Day which is observed by the City of Burlington on **Monday, October 11, 2021.**

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Burlington  
(Name of Owner)

\_\_\_\_\_  
645 Pine Street, Suite A; Burlington, VT 05401  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly  
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract  
with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

Now, therefore, if the principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to  
the Surety and during the one year guaranty period, and if they shall satisfy all claims and demands  
incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the

Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts,  
(No.)

each one of which shall be deemed an original, this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
[Principal]

\_\_\_\_\_  
[Principal Secretary]

(SEAL)

By: \_\_\_\_\_(s)

\_\_\_\_\_  
Witness as to Principal

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
City of Burlington  
(Name of Owner)

\_\_\_\_\_  
645 Pine Street; Burlington, VT 05401  
(Address of Owner)

Hereinafter called Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly  
and severally, firmly by these presents.

The Condition of this obligation is such that whereas, the Principal entered into a certain  
contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

Now, Therefore, if the Principal shall promptly make payment to all persons, firms,  
Subcontractors, and corporations furnishing materials for or performing labor in the  
prosecution of the Work provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,  
coal and coke, repairs on machinery, equipment and tools, consumed or used in  
connection with the construction of such Work and all insurance premiums on said Work,

and for all labor performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in force and effect.

Provided, Further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, Further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in \_\_\_\_\_ counterparts,  
(No.)

each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_(s)

\_\_\_\_\_  
Witness as to Principal

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

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### APPLICATION FOR PAYMENT

To: \_\_\_\_\_ (OWNER)

From: \_\_\_\_\_ (CONTRACTOR)

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

For WORK accomplished through the date of: \_\_\_\_\_ Invoice No. \_\_\_\_\_

- 1. Original Contract Price: \$ \_\_\_\_\_
- 2. Net change by Change Orders and Written Amendments (+ or -) \$ \_\_\_\_\_
- 3. Current Contract Price (1 plus 2): \$ \_\_\_\_\_
- 4. Total completed and stored to date: \$ \_\_\_\_\_
- 5. Less previous Application for Payments: \$ \_\_\_\_\_
- 6. **DUE THIS APPLICATION (4 MINUS 5):** \$ \_\_\_\_\_

Accompanying Documentation: 1. Schedule of values and percent complete.  
 2. \_\_\_\_\_

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### CHANGE ORDER

CHANGE ORDER NO. \_\_\_\_\_ Date: \_\_\_\_\_

Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Contract No: \_\_\_\_\_ Agreement Date: \_\_\_\_\_

Contract Title: \_\_\_\_\_ Original Price: \_\_\_\_\_

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

The following changes are hereby made to the Contract Documents:

Description:

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 \_\_\_\_\_ (Date)

The attached Contractor’s Revised Project Schedule reflects increases or decreases in the Contract Time as authorized by this Change Order. Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional compensation or time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

REQUESTED BY: \_\_\_\_\_

#### SIGNATURES/APPROVALS

Recommended By: \_\_\_\_\_ (Project Manager)

Accepted By: \_\_\_\_\_ (Contractor)

Ordered By: \_\_\_\_\_ (Owner)

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**CERTIFICATE OF FINAL COMPLETION OF WORK**

Contract No.: \_\_\_\_\_ Agreement Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Completion Date Per Agreement and Change Orders:

**FINAL CERTIFICATION OF CONTRACTOR**

I hereby certify that the Work as identified in the Final Estimate of Payment for construction Contract Work dated \_\_\_\_\_, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Agreement and authorized changes.

\_\_\_\_\_  
DATE

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**FINAL ACCEPTANCE OF OWNER**

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$ \_\_\_\_\_ and direct the Contractor's attention to the General Condition #20. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date