INVITATION FOR BIDS
FY’18 CRACK SEALING PROGRAM

Sealed bids from pre-qualified contractors shall be accepted until **11:00 am, prevailing time on May 16, 2017** at the City of Burlington at 645 Pine Street, Suite A, Burlington, in the office of the Department of Public Works for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left hand corner: **“Bid Documents: FY’18 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 Women in Construction Trades, the Burlington Pre-Qualification of Construction Contractors, 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 and a filled out Pre-Qualification of Construction Contractors Application.

**LOCATION:** This project is located on various City streets, and include, but are not limited to Gazo Avenue, Matthew Avenue, James Avenue, Randy Lane, Charity St, Faith St, York Drive, Western Ave, Staniford Rd, Oak St, Archibald St, Intervale Ave (Archibald to Riverside), Battery Street (Maple to Park), Converse Ct, Shore Rd (North Ave to Dale Rd), S. Williams (Main St to Pear St.) and Ledge Road.

**TYPE OF CONSTRUCTION:** This work consists of crack sealing various City Streets in order of priority as designated by the engineer. A priority list of streets to be sealed may be found in the Appendix of this document.

**CONTRACT COMPLETION DATE:** The Contract shall be completed on or before August 11, 2017.

**COST OF PLANS:** Plans are available at Blueprints, Etc., 20 Farrell Street, South Burlington, Vermont 05403-6112. Tel: 802-865-4503. Fax: 802-865-0027.

**ENGINEERS ESTIMATE: CONTRACT NOT TO EXCEED:** This proposal may not exceed $85,000 - $90,000.
PLANS, SPECIFICATIONS AND PROPOSAL MAY BE SEEN AT THE OFFICE OF:
1. City of Burlington, 645 Pine Street, Suite A, Burlington, VT 05401
2. Works in Progress, Inc. 20 Farrell Street, South Burlington, Vermont 05403-6112.

PREBID CONFERENCE: A non-mandatory pre-bid conference will be held for the project at **11:00 am prevailing time on May 9, 2017** at the office of the Department of Public Works, 645 Pine Street, Suite A, Burlington.

STANDARD SPECIFICATIONS: This contract is governed by the VAOT 2011 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 Municipal Project Manager (MPM): Laura Wheelock, Burlington Public Works Engineer, (802) 540-0397 645 Pine Street, Suite A, Burlington, VT 05401. Questions may also be sent to L.Wheelock@burlingtonvt.gov and AToof@burlingtonvt.gov.

All questions must be submitted before May 12, 2017 at 5:00 PM. Questions received after this time may not be answered. Questions will be responded to in a bid addendum distributed by Blueprints, Etc 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.

PREQUALIFICATION OF CONTRACTORS: All bidders on this project shall be prequalified by the Vermont Department of Transportation and the City of Burlington.

For the City of Burlington, prequalification shall be submitted by interested Bidders a minimum of 5 days before the Bid Due Date unless they are already qualified with the City of Burlington under a prior project. A Prequalification Application is included with these Bid Documents. Please contact the MPM for questions.

For VAOT qualification questions please contact Contract Administration prior to the bid opening. For information contact Jon Winter at 802-828-2643.

WEEKLY CONSTRUCTION PROGRESS MEETINGS: The general contractor foreman shall attend a weekly construction progress meeting with the Resident Engineer, and 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 Resident Engineer shall be responsible for securing a meeting location and preparing all meeting materials, notes, and action items.
INSTRUCTIONS FOR BIDDERS

FY’18 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 Blueprints, etc.; 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") 2011 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. 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.

j. 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.

k. 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. **Women's Economic Opportunity Program.** As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE II – WOMEN IN CONSTRUCTION TRADES, Sections 21-50 through 21-55. For the projects where the total cost is fifty thousand dollars ($50,000.00) or more.

g. **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.

h. **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 1st, 2017, 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.

i. **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.

j. **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.

k. **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.

1. **Excavations and Obstructions.** As defined by Chapter 27 STREETS AND SIDEWALKS - ARTICLE II. EXCAVATIONS AND OBSTRUCTIONS, Sec 29-62. The Contactor 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. **Reserved – [Not Applicable to this Contract]**

11. **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 the 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. Administrative cost of the City.
   4. General reputation and experience of the bidder including past performance with the City.
   5. Evaluation of the bidder’s ability to service the City.
   6. Financial responsibility of the bidder to successfully meet the requirements of the contract.
   7. Delivery or completion date.
   8. 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 2011 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
- Property Damage $500,000 Each Occurrence
- Combined Single Limit $1,500,000 Each Occurrence

OR

- Property Damage $500,000 Each Occurrence
- 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:**

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:

- $3,000,000 - Annual Aggregate
- $1,000,000 - 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 2011 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


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.

2. 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 Laura Wheelock, Burlington Public Works Engineer, 802-540-0397, 645 Pine Street, Suite A, Burlington, VT 05402-0849.

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 Dated October 12, 2016
N. VTRANS Work Zone Safety and Mobility Guidance Document
O. City of Burlington Woman in Construction Ordinance
P. City of Burlington Livable Wage Ordinance
Q. City of Burlington Ordinance Forms
R. City of Burlington Pre-Qualification of Construction Application
S. City of Burlington Holidays
T. City of Burlington Erosion Prevention and Sediment Control
U. Technical Details and Plans