

**CONTRACT DOCUMENTS
FOR
City of Burlington
Vermont**



**Department Of Public Works
Water Resources**

**Pease Parking Lot
Porous Asphalt Paving**

March 2016

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PREQUALIFICATION OF CONTRACTOR APPLICATION – CITY OF BURLINGTON

CONTRACT PLANS

INVITATION FOR BIDS

Pease Parking Lot – Porous Asphalt Paving

Sealed bids from pre-qualified contractors shall be accepted until **11:00 am on April 6, 2016** at the Burlington Main Wastewater Plant, 53 Lavalley Lane, Burlington, VT 05401 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: Pease Parking Lot – Porous Asphalt Paving”***

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: The Pease public parking lot on College Street at the waterfront in Burlington.

TYPE OF CONSTRUCTION: This work includes the removal of existing pervious concrete, replacement of stone choker course, and paving binder and top course of porous asphalt.

CONTRACT COMPLETION DATE: The Contract shall be completed within 19 calendar days from the date of the issuance of the Notice to Proceed. This project shall be constructed between May 9 and May 26 in order to meet requirements of the City’s event calendar. It is expected that this project will take 4 days to complete.

COST OF PLANS: Plans are attached to these bid documents at no cost.

ENGINEERS ESTIMATE: For this Proposal the Engineers Estimate of the base bid is estimated at \$75,000.

PLANS, SPECIFICATIONS AND PROPOSAL MAY BE SEEN AT:

1. City of Burlington RFP Website at <https://www.burlingtonvt.gov/RFP>

PREBID CONFERENCE: A **mandatory** pre-bid conference will be held for the project at **1:00 pm on March 30, 2016** meeting at the Burlington Main Wastewater Plant, 53 Lavalley Lane, Burlington, VT 05401

STANDARD SPECIFICATIONS: This contract is governed by the VAOT 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION and with current special provisions, as modified by the most current version of VAOT general special provisions.

QUESTIONS: During the advertisement phase of this project all questions shall be sent solely to the City of Burlington Water Resources Engineer: Andrew Legg PE, Burlington Main Wastewater Plant, 53 Lavalley Lane, Burlington, VT 05401, or alegg@burlingtonvt.gov

All questions must be submitted before 4:00 pm on March 31, 2015. Questions received after this time may not be answered. Questions will be responded to in a bid addendum emailed to all pre-bid conference attendees. It is the responsibility of the bidder to ensure that a valid email is submitted to the City. The bidder shall acknowledge receipt of all addenda in the bid form.

PREQUALIFICATION OF CONTRACTORS: The contractor awarded the work shall be prequalified by the City of Burlington.

City of Burlington prequalification shall be submitted 1 day after the Bid Opening 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 project manager for questions.

CONSTRUCTION MEETINGS: The contractor and asphalt supplier shall attend a mandatory Porous Asphalt installation training on April 27th at 11:00 am at the Burlington Main Wastewater Treatment Facility. The contractor shall attend a pre-paving inspection 1 day prior to paving.

INSTRUCTIONS FOR BIDDERS

Pease Parking Lot – Porous Asphalt Paving

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 City. 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, Pease Parking Lot – Porous Asphalt Paving," 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 telegraph, 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 type 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 case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.
- j. The estimate quantities are not guaranteed but are given as a basis for the comparison of bids.

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 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 City's requirements.
- c. Addenda will be emailed to prospective BIDDERS at the addresses given by them no later than 2 days before the date of opening BIDS.

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 1 day after the bid opening. Pre-qualification applications for this project shall be submitted to the City.
- b. 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.
- c. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.

- d. A bidder may submit a unit bid price that is obviously below the cost of the item. If the City 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.
- e. 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.
- f. 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.
- g. 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.
- h. When the schedule of items 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 City 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.
- i. 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.
- j. 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 City 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 City unless notice was provided to the City 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 City 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 City 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 City 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 City of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the City 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 City 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.
- 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.
- l. 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 City is the time/date stamp of the City on the proposal wrapper, or other documentary evidence of receipt maintained by the City.
- 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. Protests

- a. This Section sets forth the exclusive protest remedies available with respect to this solicitation. Each Bidder, by submitting its bid, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this solicitation expressly in consideration for such waiver and agreement by the Bidders. Such waiver and agreement by each Bidder are also consideration to each other Bidder for making the same waiver and agreement.
- b. A Bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the City of Burlington City Council ("Council"). Such notice shall be provided: (a) no earlier than the day of issuance of the Notice of Award; and (b) no later than five (5) business days after issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.

- c. Within seven (7) calendar days of the notice of protest the protesting Bidder must file with the City a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions thereunder.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Council, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Council shall issue a written decision regarding the protest within forty-five (45) calendar days after it receives the detailed statement of protest. Such decision shall be final and conclusive.
- f. If the Council concludes that the Bidder submitting the protest has established a basis for protest, the Council will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new solicitation or taking other appropriate actions.

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 City, 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. The City may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if the City determines that the best interests of the City, or the awarding authority, will be served.
- d. A proposal submitted without a Bid Guarantee will be rejected.
- e. 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 City’s requirements.

- f. The City will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Local Project Manager. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the City. 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.
- g. 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’s policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10.

12. Contract Award

- a. The City will evaluate bids in response to this solicitation and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the City.
- 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 Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. If the apparent low bid received in response to this solicitation exceeds the City’s available funding for the proposed work the City may reject the bid.
- d. The City may reject any and all bids, waive any or all technicalities, and advertise for new proposals if the City determines that the best interests of the City will be served.
- e. The City may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. 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.
- f. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

- g. 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 City. 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 thirty-first 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 City 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 City, 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 City within 5 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 five (5) 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 City, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the City 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:

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)

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

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

Professional Liability Insurance:

- a. General. This applies only to those Contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The Consultant shall carry architects/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

- 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

~~Indemnification; Railroad Protective Liability Insurance~~

- ~~d. 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 mandatory Porous Asphalt installation training on April 27th at 11:00 am at the Burlington Main Wastewater Treatment Facility with representatives of the City, its Resident Engineer, and other interested parties convened by the City. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. 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.
- b. The contractor shall also attend a pre-paving inspection 1 day prior to paving.

19. Waste Borrow and Staging Areas

- a. The opening and use of off site waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VAOT Standard Specifications for Construction, 2011 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 City and the State of Vermont Waste Management and Prevention Division 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 ANR web site at: http://www.anr.state.vt.us/dec/wastediv/solid/Permits/Cat_disposal.pdf

20. 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.

21. Contract Documents

The following documents 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 Andrew Legg, City of Burlington Water Resources Engineer at alegg@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. Special Provisions
- H. Example Performance And Payment Bond Forms
- I. Example Application For Payment
- J. Example Project Change Order Form
- K. Notice of Final Completion
- L. VTRANS 2011 Standard Specifications for Construction
- M. VTRANS General Special Provisions for All Projects Dated Dec. 2, 2014
- N. City of Burlington Woman in Construction Ordinance
- O. City of Burlington Livable Wage Ordinance
- P. City of Burlington Ordinance Forms
- Q. City of Burlington Pre-Qualification of Construction Application
- R. Contract Plans

BID PROPOSAL FORM
Pease Parking Lot – Porous Asphalt Paving

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 19 calendar from the date of the issuance of the Notice to Proceed.

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. The Total Base Bid is the basis for contract award.

BASE BID - BASIS OF CONTRACT AWARD

VTRANS ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.28	Excavation of Surfaces & Pavements	CY	220	\$ _____	\$ _____
	Unit Price in Words	_____			
301.15	Subbase of Gravel (Stone Choker Course)	CY	100	\$ _____	\$ _____
	Unit Price in Words	_____			
641.10	Traffic Control	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
641.17	Portable Message Sign Rental	DAY	7	\$ _____	\$ _____
	Unit Price in Words	_____			
646.402	Durable 4" White Line, Thermoplastic	LF	1020	\$ _____	\$ _____
	Unit Price in Words	_____			
653.40	Inlet Protection Device	EA	2	\$ _____	\$ _____
	Unit Price in Words	_____			
900.680	Binder Course Porous Asphalt	TON	140	\$ _____	\$ _____
	Unit Price in Words	_____			
900.680	Top Course Porous Asphalt	TON	145	\$ _____	\$ _____
	Unit Price in Words	_____			
	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
CY = cubic yard
LF = linear foot
GAL = gallon
HR = hour

EA = each
SY = square yard
TON = ton
LB = pound
DAY = day

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 five (5) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) 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 _____

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), 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:
Pease Parking Lot – Porous Asphalt Paving, 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 Pease Parking Lot – Porous Asphalt Paving 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 within 19 calendar days 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
 - 2. Instructions for Bidders
 - 3. Bid Proposal Form
 - 4. Notice of Award
 - 5. Agreement
 - 6. Notice to Proceed
 - 7. Special Provisions
 - 8. Example Performance and Payment Bond Forms
 - 9. Example Application for Payment
 - 10. Example Project Change Order Form
 - 11. Notice of Final Completion
 - 12. VTRANS 2011 Standard Specifications for Construction
 - 13. VTRANS General Special Provisions For All Projects Dated December 2, 2014
 - 14. City of Burlington Woman in Construction Ordinance
 - 15. City of Burlington Livable Wage Ordinance
 - 16. City of Burlington Ordinance Forms

17. City of Burlington Pre-Qualification Of Construction Application
18. Contract Plans

- F. Pease Parking Lot – Porous Asphalt Paving, Burlington, VT 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 within 19 calendar days of the issuance of the Notice to Proceed. 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 Special Provisions 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. All Work shall be done under the general supervision of the Owner. 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. The Owner shall make progress payments monthly to the Contractor on the basis of an approved estimate of the Work performed during the preceding month based upon the Schedule of Prices. Payment requests shall be submitted to the Owner. The Owner shall approve or disapprove the payment request within ten (10) calendar days. Payment shall be within thirty (30) days of the payment request approval. All materials and Work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made. This provision shall also not be construed as relieving the Contractor for the sole responsibility for the restoration of any damaged Work or as a waiver of the right of the Owner to require fulfillment of all the terms of this Agreement.
- L. 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. 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

4. Professional Liability Insurance:

- a) General. This applies only to those Contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The Consultant shall carry architects/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

- 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.

- M. The Contractor will 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, equipments, 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.

- N. 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.

- O. 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.

- P. The successful Bidder, simultaneously with the execution of the Agreement, is required to 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.

- Q. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

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: _____ CONTRACTOR: _____
City of Burlington

By: _____
[CORPORATE SEAL]

By: _____
[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(Attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner
Designated Representative:

Contractor
Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

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: _____

SPECIAL PROVISIONS

STANDARD SPECIFICATIONS. The provisions of the 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

CONTRACT COMPLETION DATE. This Contract shall be completed within 19 calendar days of the issuance of the Notice to Proceed.

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.

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, are hereby modified by deleting the existing following definitions and replacing 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.

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 City 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 City and the Contractor.

AWARD – The formal acceptance by the City 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 guarantee 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 City 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 City 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 City 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.

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 City to perform supervisory duties including the oversight of testing services on the project.

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 City 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 – The City of Burlington process by which an entity is generally approved to bid on contracts advertised by the City.

PREQUALIFICATION ADMINISTRATOR – An City 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 City 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 City.

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 2011 Standard Specifications For Construction and the specifications included therein, as approved for general and repetitive use and application in Agency/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 Town executing the bond or bonds furnished by the bidder or contractor.

TESTING FIRM – An independent firm employed by the City 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.

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 governing body of the project sponsor.

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

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 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 City.

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 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 hire a Resident Engineer 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.**

SECTION 900 – SPECIAL PROVISION ITEMS

SPECIAL PROVISION ITEM #900.680

Top Course Porous Asphalt Pavement with Mineral Fiber F3
Binder Course Porous Asphalt Pavement F9

DESCRIPTION:

Furnish and place Porous Asphalt Pavement courses in accordance with the contract documents as directed by the Engineer-in-Charge. The top course mixture requires the use of Mineral Fibers as outlined in this specification.

MATERIALS:

The materials and composition for the Porous Asphalt Pavement mixtures shall meet the requirements specified in §490.02 Materials, except as noted herein.

Formulate a job mix formula (JMF) that satisfies the design limits listed below and submit it to the Engineer at least one week prior to placement of the asphalt. Proposed Mixing Temperatures and draindown test results shall also be included.

Porous Asphalt Pavement Mixtures Gradation Requirements

Screen Sizes	Top Course	Binder Course
	General Limits % Passing	General Limits % Passing
2 inch	—	100
1 1/2 inch	—	75-100
1 inch	—	55-80
3/4 inch	100	—
1/2 inch	85-100	23-42
3/8 inch	55-75	5-20
No. 4	10-25	2-15
No. 8	5-10	—
No. 16	—	—
No. 30	—	—
No. 200	2-4	—

Porous Asphalt Pavement Mixtures Design Criteria						
Mix	N _{design}	Air Voids @ N _{design}	PG Binder Content	VCA _{mix} ²	Draindown of Uncompacted Asphalt Mixtures, AASHTO T305, maximum	Mixing and Compaction Temperature Range ⁴ °F
Top Course	50	20.0	5.5% Minimum	Less than VCA _{drc} ³	0.15 %	275°F - 295°F
Binder Course ¹	35	---	2.5 % – 4.5 %	---	0.3 %	285°F - 310°F

Notes:

1. Sufficient PG Binder shall be used in the mixture such that 100% percent of the aggregate particles are completely coated with binder as determined by AASHTO T195. In addition, when compacted in a gyratory compactor to 35 gyrations, the resulting specimen shall be stable and must not fall apart under its own weight.
2. VCA_{mix} = The voids in the coarse aggregate fraction of the mix based on specimens compacted to N_{design}. The coarse aggregate fraction of the aggregate is that portion of the JMF aggregate skeleton not passing the No. 4 sieve.

$$VCA_{mix} = 100 - \frac{P_{ca} * G_{mb}}{G_{ca}}$$

Where: P_{ca} = The percent of the coarse aggregate fraction by weight of total mix.
 G_{mb} = The bulk specific gravity of the mix at the design PG Binder content as determined by AASHTO T275 or T331.

G_{ca} = The bulk specific gravity of the coarse aggregate fraction as determined by AASHTO T85.

3. VCA_{drc} = The voids in the coarse aggregate fraction of the JMF aggregate skeleton, determined using the dry rodding technique according to AASHTO T19.

$$VCA_{drc} = \frac{100 (G_{sbca} \gamma_w - \gamma_{ca})}{G_{sbca} \gamma_w}$$

Where: G_{sbca} = The bulk specific gravity of the coarse aggregate fraction as determined by AASHTO T85.

Y_{ca} = The unit weight of the coarse aggregate fraction (as determined
by

AASHTO T19.

Y_w = The unit weight of water.

4. Or as specified by the PG Binder Supplier.

Coarse Aggregate Type F3 Conditions. Use one of the following types of coarse aggregate.

1. Limestone or a blend of limestone and dolomite having an acid-insoluble residue content of not less than 20.0%.
2. Dolomite.
3. Sandstone, granite, chert, traprock, ore tailings, slag or other similar noncarbonate materials.
4. Gravel, or a natural or manufactured blend of the following types of materials: limestone, dolomite, gravel, sandstone, granite, chert, traprock, ore tailings, slag or other similar materials, where the noncarbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities). A minimum of 20.0% of plus 3/8 inch particles must be noncarbonate.

Coarse Aggregate Type F9 Conditions. Use coarse aggregate meeting the requirements of §704.10, *Aggregate for Bituminous Concrete Pavement*.

Performance-Grade (PG) Binder. Use polymer or terminal blend Crumb Rubber Modified (CRM) PG 64E-22 Binder, (formerly PG 76-22ER) in the production of the Top Course Porous Asphalt mixture. Use polymer or terminal blend CRM PG 64V-22(formerly PG64-22ER) Binder, in the production of the Binder Course Porous Asphalt mixture.

The PG Binders shall meet the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of the Porous Asphalt Pavement mixtures. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for % R_{32} :

$$\text{For } J_{nr3.2} > 0.1, \%R_{3.2} > 29.371 * J_{nr3.2}^{0.2633}$$

$$\text{For } J_{nr3.2} < 0.1, \%R_{3.2} > 55$$

Where:

R_{32} is % recovery at 3.2 kPa

$J_{nr 3.2}$ is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The terminal blend CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.

- The terminal blend CRM PG binder shall be 99% free of particles retained on the 600 urn sieve as tested in accordance with Section 5.4 of M 332.

In addition, the PG Binder must meet the following requirements:

- Use of Polyphosphoric Acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

Reclaimed Asphalt Pavement (RAP). The use of RAP will not be allowed.

Mineral Fiber. Top Course Porous Asphalt Mixtures shall contain a mineral fiber stabilizing additive. The dosage rate shall be approximately 0.4% by total mixture mass and sufficient to prevent draindown. The mineral fibers must meet the properties in the table below.

Mineral Fiber Properties¹

Property	Specification
Size Analysis	
Fiber Length ²	0.25 in. maximum mean test value
Thickness ³	0.005 mm maximum mean test value
Shot Content ⁴	
Passing No. 60 sieve	90 ± 5%
Passing No.230 sieve	70 ± 10%

Notes:

1. The European experience and development of the above criteria are based on the use of basalt mineral fibers.
2. The fiber length is determined according to the Bauer McNett fractionation.
3. The fiber thickness, or diameter, is determined by measuring at least 200 fibers in a phase-contrast microscope.
4. Shot content is a measure of non-fibrous material. The shot content is determined on vibrating sieves. Two sieves, the 0.250 mm and the 0.063 mm, are typically utilized. For additional information, see AASHTO C612.

CONSTRUCTION DETAILS The provisions of §490.03 to §490.17, shall apply except as modified herein.

Plant QC/QA. The QCT/QAT shall perform all testing required in Materials Procedure §490.02, including air voids testing. However, acceptance of the mixture quality will be based on aggregate gradation and asphalt binder content only.

Plant Production. Top course mixture production: The mixing time of the dry constituents of the mixture (aggregates and mineral fibers) must be increased by a minimum of 20 seconds to 30 seconds to ensure complete mixing of fibers and dry constituents. This is a requirement. Do not attempt to add fibers after asphalt binder introduction (wet mixing) clumping will occur and the load will be rejected when reaching the project site. Trucks shall be covered to help contain heat and reduce the potential for excessive cooling of the asphalt that is contacting the sides of the truck bed.

Paving

Keep the porous asphalt pavement free of contamination from the construction operations. Take precautions as necessary such as washing truck tires, installation of silt fence, tarps on heavily traveled areas, etc. Stage the placement of the porous asphalt pavement after the surrounding areas have been final graded and stabilized to minimize potential sediment laden water from reaching the pavement surface.

Do not place the porous asphalt pavement top course on a wet surface or when the surface temperature is below 50° F. The target paving temperature of the asphalt is 275 to 295 degrees F. Paving screeds must not be heated to more than 295 degrees F.

Ambient Air Temperature Guidelines

- Binder Course - 40* to 80* F. - Ambient Temp (**Must have 45* Min Surface Temp**)
- Top Course - 50* to 80* F. **No Paving Top Course w/ Ambient Temp under 50* F.**
- Wind – up to 10 mph Pave @ 50* F. - Up to 20 mph pave @ above 60* F.
- In-Truck as delivered Temps – 250*-300* Binder, 250* - 285* F for Top
- **If temps are over 300* F.** in Truck or After exiting the Screed – Use Internal Temperature Probe – to Verify temperature. Reject Load or placement of anything over 300 * F

Inadequate dry mixing or improper introduction of fibers will show up as clumps in the asphalt that are typically white or tan. Each truck load must be inspected visually to ensure clumping is not present These loads must be rejected.

Do not use any type of solvent or kerosene, diesel fuel, gasoline etc. to clean tools. Scrapings from tools, boots, trucks, paver, etc. must not be discarded onto the asphalt surface or into the paver or trucks at any time. The use of Tack Coat will be prohibited. Prior to the placement of the Top Course, the Binder Course must be cleaned to the satisfaction of the Engineer-in-charge.

Place each course of porous asphalt pavement in one lift. Use a mechanical rubber track paver to place as much of the mix as possible. After completion of each pavement course, allow the pavement to cure for a minimum of 24 hours before placing the next course or allowing traffic of any kind on it.

Rollers. A 10 ton to 13 ton double drum asphalt roller, with a minimum drum width of 54 inches, is required. The roller must be operated in static mode at all times. Operation of the roller in vibratory and/or oscillatory mode is prohibited. Pneumatic Tire rollers are prohibited. Do not stop the roller on the freshly placed mix for more than 30 seconds.

GENERAL ROLLING REQUIREMENTS

- Roll Binder Course – 150 to 250* F.... Expect four (4) Passes 10 -13 ton double drum roller
- **Finish Roll Binder Course** when Surface Temperature is 120 to 150* F. to Target Density
- Roll Top Course – 200 to 250*F. – Expect Three (3) Passes 10 -13 ton double drum roller
- **Finish Roll Top Course** when Surface Temperature is 120 to 150* F. to Target Density
- **Do not attempt** to roll the **Top Course** until the surface temperature is below 250 degrees F and roll it at least once before it reaches 200.
- In all cases, each course **MUST** be rolled at least once when the surface temperature is between 110 and 150 degrees F to achieve design density. The asphalt is not compactable under 100 degrees F. Multiple passes in this temperature range are permissible.
- To develop centerline joints or other cold joints– Meet previously paved edge with Hot Asphalt Wait until temperature at edges equalize (min. 160* on hot side) Roll to Pinch Joint. Do not pre-heat the cold edge with a flame. If pre-heating is allowed by Engineer, temperatures of the heating device must not exceed 250 * F
- The final in-place air voids of the pavement layer shall be 18% to 20% for Top Course and 20 to 25% for Binder Course. This will be determined by comparing the maximum achievable density to the in-place density as measured by a Nuclear Density Gauge. The RICE number shall be provided by the production plant on a daily basis for multiple paving days.

Project Specific Rolling Requirements: If, by determination of the Engineer and Owner, the rolling requirements will not follow the General Rolling Requirements stated above, the Engineer will provide specific guidelines for rolling.

The owner will provide a Nuclear Density Gauge operator that possesses a current Nuclear Density Gauge Inspector Certification from The Associated General Contractors, or its equivalent. The gauge operator will monitor the in-place density to ensure that the pavement is being compacted to Project Target Density (PTD).

Acceptance of the finished product will be based on:

1. Acceptable in-place Nuclear Density Gauge readings at each test location will be between 95% and 105% of the PTD. Acceptable in-place densities of the pavement as determined by the density gauge operator and the Engineer-in-Charge.
2. A visual evaluation of the pavement surface. The Engineer-in-charge shall visually assess the pavement surface.
3. Porosity Test. Allow a minimum of 24 hours after completion of the Top Course, before testing. Perform a porosity test at 3 locations chosen by the Engineer-in-charge. . At each location, test the porosity for a minimum of 3 minutes. The test is accomplished by applying clean water at a measured rate of at least 10 gal/min over the surface, using a hose or other distribution device. Water used for the test shall be clean, free from suspended solids and deleterious materials and will be provided at no additional cost. All applied water shall infiltrate directly, without puddle formation or surface runoff, and shall be observed by the Engineer-in-charge.

METHOD OF MEASUREMENT:

This work will be measured as the number of tons of compacted porous asphalt pavement satisfactorily furnished and installed in accordance with the plans, specifications, and orders of the Engineer.

Production meeting the specification requirements will be paid at the bid price. Production failing to meet the specification requirements will be subject to evaluation by the Engineer-in-Charge. If left in place, it will be paid for at 0.85 times the bid price.

Pease Parking Lot
Porous Asphalt Paving

2016

BASIS OF PAYMENT:

The Provisions of §490.19, Basis of Payment shall apply.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
900.680	Top Course Porous Asphalt Pavement with Mineral Fiber F3	Ton
900.680	Binder Course Porous Asphalt Pavement F9	Ton

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.

Pease Parking Lot
Porous Asphalt Paving

2016

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.

END OF SECTION

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, 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 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.

END OF SECTION

APPLICATION FOR PAYMENT

To: _____ (OWNER)

From: _____ (CONTRACTOR)

Contract: _____

Project: _____

OWNER's Contract No. _____

For WORK accomplished through the date of: _____ Application for Payment 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. _____

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)

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 \$_____
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

APPENDIX

WOMAN IN CONSTRUCTION ORDINANCE & FORMS

LIVABLE WAGE RATES – JULY 1, 2015

ORDINANCE FORMS

LIVABLE WAGE

UNION DETERRENCE

NON-OUTSOURCING

PREQUALIFICATION OF CONTRACTORS APPLICATION – CITY OF BURLINGTON

CONTRACT PLANS

WOMAN IN CONSTRUCTION ORDINANCE & FORMS

WOMEN IN CONSTRUCTION TRADES ORDINANCE

- EMPLOYMENT PLAN -

NAME OF COMPANY: _____

ADDRESS: _____

PROJECT TITLE: _____

AWARDING AUTHORITY: _____ **City of Burlington - Department of Public Works**

CONTRACT AMOUNT: _____

NAME & TITLE OF RESPONSIBLE OFFICIAL: _____

PHONE NUMBER OF RESPONSIBLE OFFICIAL: _____

PROJECTED START DATE: _____

PROJECTED FINISH DATE: _____

CURRENT WORKFORCE REPORT FOR THIS PROJECT

PROJECTED START DATE	PROJECTED FINISH DATE	TRADE	(SUB)/CONTRACTOR	# OF EMPLOYEES ON THIS PROJECT	# OF WOMEN ON THIS PROJECT	% OF WOMEN WORKERS
-------------------------	--------------------------	-------	------------------	--------------------------------------	----------------------------------	--------------------------

TOTAL

A. Based on the Current Workforce Report, are you in compliance with the Women in Construction Trades Ordinance:

- 1) in each trade area? Yes____ No____
2) in total of trade workers on this project? Yes____ No____

If you answered yes to both of the above, go on to Section B.

If you answered no to either of the above, provide an explanation of the circumstances:

B. Recruitment in Hiring Procedures for Start-up and/or On-going Compliance.

1. Description of company's traditional recruitment and hiring procedures.

2. Names of newspapers in which job openings will be listed (The wording "Women Encouraged to Apply" shall be included in all advertisements):

3. List organizations that will be sent recruitment notices (A minimum of 8 organizations need to be listed here. Please see the attached technical assistance sheet):

4. The General Contractor and Subcontractors on

Contract #SC15-5000-01 (Street Reconstruction Program) shall maintain a file of relevant documents related to recruitment including, but not limited to: copies of all advertisements for job openings related to the project, including placement of such advertising and dates thereof; copies and/or notations of all referrals requested and all referrals received for employment on the project, including names, addresses and phone numbers of all female applicants; records of all individual applications made for employment on the project and the results of these individual applications; and a record of all persons hired to work on the project together with their starting dates.

5. The General Contractor and Subcontractors of

Contract #SC15-5000-01 (Street Reconstruction Program) shall establish and maintain a printed list of the skill requirements for each construction trade category they employ. This list should cover specific skills used on the job, experience with specialized tools and any other standards the contractor maintains for performance in the job category.

STATEMENT OF INTENT TO COMPLY

The Contractor and subcontractors on this project have read and understand the provisions of the City of Burlington's Women in Construction Trades Ordinance and the Livable Wage 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. The Owner shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Monthly Compliance Report 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 throughout the contract period.

(Signature of Authorized Official)

(Date)

**TECHNICAL ASSISTANCE SHEET
FOR WOMEN IN CONSTRUCTION TRADES ORDINANCE
- RECOMMENDED RECRUITMENT LIST -**

Reach-Up
"Community Service Placement only"
101 Cherry St Suite 101
Burlington, VT 05401
802.863.7360
Contact: Julia Chase

Vermont Works for Women
51 Park St
Essex Jct., VT 05453
800.639.1472 x108
Contact: Kristen Mullins

Center for Technology, Essex
3 Educational Dr
Essex Jct., VT 05452
802.879.4832
Contact: Karen Archer, Adult Services Coordinator

Chittenden Community Action
191 North St
Burlington, VT 05401
802.863.6248
Contact: Peggy Treanor

Restart
c/o Probation and Parole
33-43 Pearl St, Room 305A
Burlington, VT 05401
863-7452
Contact: Glen Boyd, Director

Department of Labor
63 Pearl St.
Burlington, VT 05401
863.7676
Contact: Becky Trudeau, Career Development Specialist

**RECOMMENDED PRESS LISTING FOR
- CLASSIFIED ADVERTISING -**

For effective recruitment, it is a requirement to state in your advertisement, "Women Encouraged to Apply."

Burlington Free Press
Classified Advertising
191 College Street
Burlington, Vermont 05401
863-3441

Seven Days Newspaper
225 South Champlain Street
Burlington, VT 05401

Vermont Times
P.O. Box 940
3 Webster Road
Shelburne, Vermont 05482

Times-Argus
112 Main Street
Montpelier, Vermont 05602

Attached is a sample monthly compliance report form.

- * You may use this form, or submit your company payroll form, with all of the required information (see sample form).
- * This report should contain information for at least 4 full payweeks, but need not correlate precisely with the calendar month.
- * Reports are due no later than the first Thursday of each month, and should be sent to:

**City of Burlington
Department of Public Works
645 Pine Street
Attn: Laura Wheelock P.E., Public Works Engineer
Burlington, VT 05401**

- * The authorized official shall submit with each report, the following statement:

"I verify that the information on the monthly compliance report is true, and in compliance with the employment plan."

This statement shall be signed and dated by the authorized official.

END OF WOMEN IN CONSTRUCTION TRADES ORDANCE

LIVABLE WAGE RATES – JULY 1, 2015



Livable Wage Ordinance

****EFFECTIVE JULY 1, 2015****

Are You
Receiving
A Livable
Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$13.95 an hour **if the employer offers health insurance.**

\$13.95

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$15.83 an hour **if the employer does not offer health insurance.**

\$15.83

What Are
Your Rights
Under the
Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You
Eligible to
Receive The
Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance.

Why Report A
Livable Wage
Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee
Earned
Income Tax
Credit

Are you raising a family and making less than \$30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.

ORDINANCE FORMS

LIVABLE WAGE

UNION DETERRENCE

NON-OUTSOURCING

COMPLIANCE WITH LIVABLE WAGE & NON-OUTSOURCING

ORDINANCES: The Contractor shall comply with the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and the Union Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the contract as determined and adjusted annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

Dated at _____, Vermont this ___ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant),
hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a
condition of entering into this contract or grant, Contractor confirms that the
services provided under the above-referenced contract will be performed in the
United States or Canada.

Dated at _____, Vermont this ___ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant),
hereby certify under oath that _____ (Contractor) has not
advised the conduct of any illegal activity, it does not currently, nor will it over the
life of the contract provide union deterrence services in violation of the City's union
deterrence ordinance.

Dated at _____, Vermont this ___ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

**PREQUALIFICATION OF CONTRACTORS
APPLICATION – CITY OF BURLINGTON**

City of Burlington



Pre-Qualification of Construction Contractors Application

Project Name: _____

Bid Due Date: _____

TO BE FILLED OUT BY CITY OF BURLINGTON ONLY:

Date Received: _____

Date Checked: _____

Checked By: _____

Available for Electronic Mailing

Check List for Required Items:

- One copy of the questionnaire completed in its entirety.
- Questionnaire must be completely executed and properly sworn to before a Notary Public.
- Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA).
- Verification of OSHA statement and reported events with the establishment search feature at: <https://www.osha.gov/oshstats/>
- State of Vermont Pre-Qualified approved work type documentation, if applicable

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the city that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. This questionnaire must be submitted at least five (5) working days before the date of opening bids in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted at least five (5) working days prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation Partnership Individual Other

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Authorized Signature

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your present business name? _____ Under other names? (List)

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract? YES / NO

If yes, by whom? _____

Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification? YES / NO

If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you? YES / NO

If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO

If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name? YES / NO

If so, state name of individual, name of owner and reason therefore: YES / NO

7. Has the organization been cited in the past three (3) years for violations of OSHA? YES / NO
If so, please explain:

8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job? YES / NO
If so, please explain:

9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:

10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:

11. Identify all persons having final bidding authority and/or the Chief Estimator:

12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:

13. List the names and addresses of the following:

Bank:

Amount of Letter of Credit:

Bonding Co. and limit (Please specify per project and aggregate limits):

Bonding Agent:

Liability Insurance:

Name of Carrier:

Limits of Liability:

Worker's Compensation:

Name of Carrier:

14. Does the organization have a company safety program, such as, YES / NO
a currently approved VOSHA plan in place?

If so, briefly describe:

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Health Insurance</u>
<u>CARPENTER</u>		
<u>ELECTRICIAN</u>		
<u>PAINTERS</u>		
<u>PIPEFITTERS</u>		
<u>PLUMBERS</u>		
<u>ROOFERS</u>		
<u>POWER EQUIPMENT OPERATORS</u>		
<u>TRUCKER DRIVERS</u>		
<u>LABORERS</u>		
<u>OTHERS</u>		

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?

YES / NO

If so, please state rating and type of work qualified to perform:

RATING

TYPE OF WORK

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

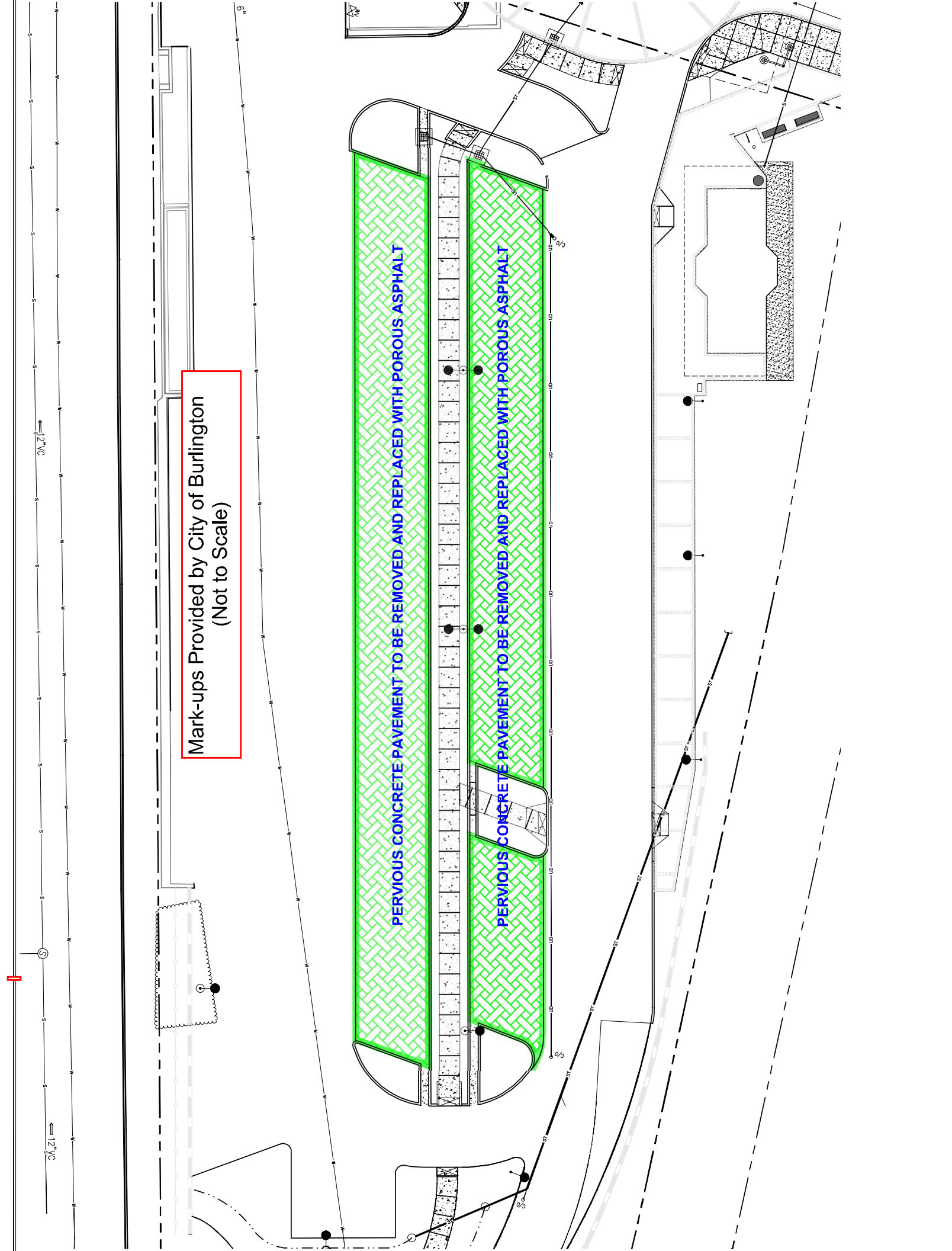
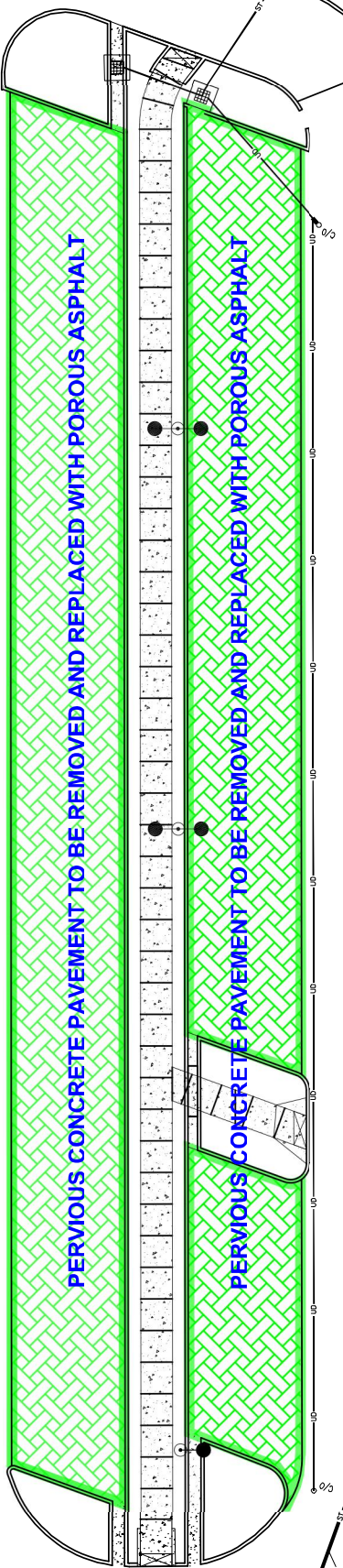
Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction &	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____
Traffic Signals & Lighting	_____	Water & Sewer	_____
Road Construction	_____	Other (as specified)	_____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

CONTRACT PLANS

Mark-ups Provided by City of Burlington
(Not to Scale)



Mark-ups Provided by Barton & Loguidice, D.P.C.

3" Top Course Porous Asphalt as per Spec installed flush with existing adjacent AC Pavement

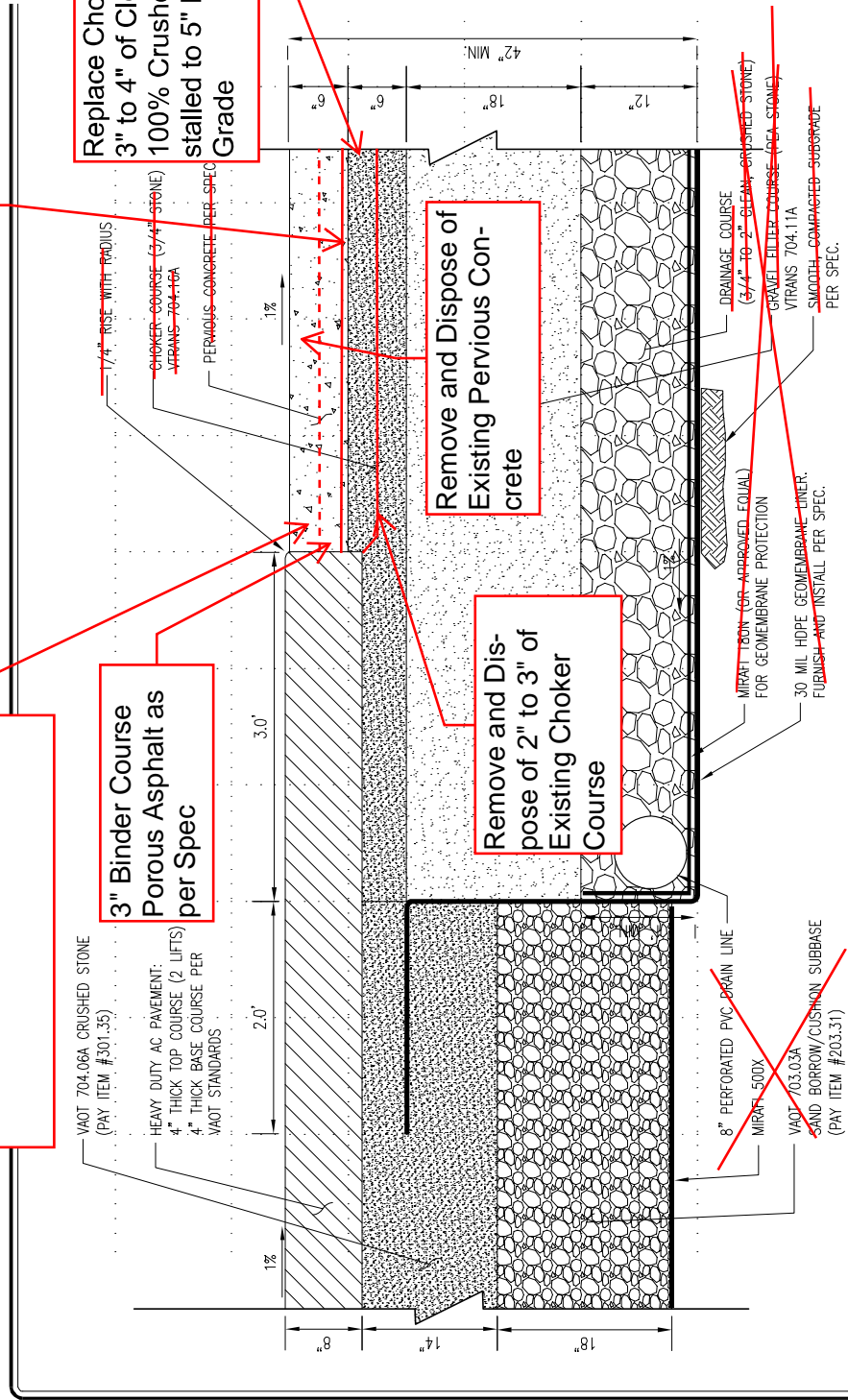
3" Binder Course Porous Asphalt as per Spec

Vibratory Roll with 10 to 13 Ton Steel Double Drum Asphalt Roller on Low until Stone layer is Stable and 6" below Finished Grade

Replace Choker Course with 3" to 4" of Clean, 1.5" to 2.5" 100% Crushed Stone. Installed to 5" Below Finished Grade

Remove and Dispose of Existing Pervious Concrete

Remove and Dispose of 2" to 3" of Existing Choker Course



PERVIOUS PAVEMENT/HEAVY DUTY PAVEMENT DETAIL