

2019 PAVING PROJECT

Union Village Road

BID PACKAGE

May 20, 2019

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by

Department of Public Works

Town of Norwich

300 Main Street

Norwich, VT 05055

(802)-649-2209

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PROJECT DESCRIPTION

The Project consists of placement of a pavement shim and overlay of a segment of Union Village Road.

The Contractor will be responsible for joints, sweeping, tack coat, paving, signs, traffic control, grinding, clean-up and other miscellaneous duties.

The Town of Norwich Public Works Department will be responsible for raising valves and manholes.

INSTRUCTIONS TO BIDDERS

1. The Public Works Department of the Town of Norwich, 300 Main St., Norwich, VT will receive sealed bids at the Town Manager's Office in Tracy Hall (300 Main St., PO Box 376, Norwich, VT, 05055) for the **"2019 Paving Project" until 10:00 AM on Friday June 14, 2019** at which time and place the bids will be opened and publicly read. The sealed envelope shall be plainly marked **"2019 Paving Project"**.
2. Bid Package documents may be obtained from the Public Works Garage located at 26 New Boston Road, Norwich, VT between the hours of 7:00 AM and 3:00 PM, Monday through Friday or from the Town of Norwich website www.norwich.vt.us/. There will be no cost for the package.
3. Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing at least five (5) working days (June 3, 2019) before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to:

Larry A. Wiggins, DPW
Town of Norwich
300 Main Street
Norwich, VT 05055

All references to the DPW in these bid documents shall mean the Town of Norwich Director of Public Works.

4. Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The Town of Norwich shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. Bidder should visit the locations of all work to be performed, and a submitted bid shall be considered as evidence that the bidder has done so.
5. **All proposals shall be submitted on company letterhead, dated and in accordance with the Proposal Form supplied in this bid package. All proposals shall include any exceptions, if any, to any requirements of the bid package. Bids must be signed by the bidder or its authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid. The Proposal Form shall be completed in ink.**

Prices quoted in this request shall remain firm for a period of thirty (30) days after the date and time of receipt of bids. The price is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents. Bids shall be submitted no later than the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened.

6. Each bidder is responsible for checking its bid package to ensure receipt of all drawings specifications, and other related documents. If any bidder does not receive complete data, it is the bidder's responsibility to contact the undersigned immediately. All drawings specifications, and other data furnished to bidder for bidding purposes shall, upon request, be returned to the Director of Public Works.

Any referenced drawings are for convenience only in bidding and do not relieve the bidder from any responsibilities to provide a complete and acceptable project.

7. The Town will not award a contract to any Bidder who does not furnish evidence satisfactory to the Town that the Bidder has the ability, skill, integrity and experience in this class of work and has sufficient capital, plant, and insurance to enable the successful and complete execution of this contract within the specified time.

In determining the skill, ability and integrity of the responsible and eligible Bidders, the following elements will be considered: (a) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of business; (d) adequate plant and equipment to do the work properly; (e) a suitable financial status to meet the obligations incident to the work; (f) appropriate technical experience; (g) labor force that can work in harmony with all other elements of labor employed; (h) sufficient bonding capacity; (j) adequate superintendence; (k) Statement of Bidder's Qualifications; (l) adequate Certificate of Insurance (with the Town named as the insured) that meets at least the minimum requirements of the Town.

8. Any Bidder's proposal that is accepted by the Town shall be deemed the Preferred Contractor and, thereafter, will be required to execute a Contract with the Town within ten (10) days after notice that the Contract has been awarded to said Preferred Contractor. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

Statement of Bidder's Qualifications

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. If necessary, add separate sheets.

1. Name of Bidder:
2. Permanent Main Office Address:
3. When Incorporated:
4. Where Incorporated (including evidence that Bidder is legally eligible to conduct business in the State of Vermont):
5. How many years have you been engaged in the contracting business under your present firm name:
6. Contracts on hand: (**Attach list** showing project title, project location, gross amount of each contract and the approximate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete work awarded to you? YES NO
If yes, where, when and why?
9. Have you ever defaulted on a contract? YES NO
If so, where, when and why?
10. Has the Bidder ever been on or is currently on any debarment list related to Bidder's business or related to the scope of work anticipated related to this request for bids? If so, explain.

11. List at least three similar paving projects completed by the firm in the last two years. The list shall include job description, quantities, cost, client contacts and phone numbers.

12. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)

NAME OF BIDDER

BY:

Signature

Name

Title

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **2019 Paving Project**

CONTRACTOR: _____

Contract For: SHIM & OVERLAY -UNION VILLAGE ROAD section Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents:

To: _____ Town of Norwich, VT _____
(TOWN)

And To: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of TOWN and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____ August 23, 2019 _____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within __N/A__ days of the above date of Substantial Completion.

The responsibilities between TOWN and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

TOWN RESPONSIBILITIES: _____

CONTRACTORS RESPONSIBILITIES: _____

The following documents are attached to and made a part of this Certificate

Punch List: _____

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents

CONTRACTOR accepts this Certificate of Substantial Completion on: _____
(DATE)

By: _____
(CONTRACTOR)

TOWN accepts this Certificate of Substantial Completion on: _____
(DATE)

By: _____
(TOWN)

Award of Contract

The contract shall be awarded to the lowest responsible bidder as soon as practicable after the bid opening. The Town of Norwich reserves the right to waive any informality in bids submitted and the right to reject any and all bids at its discretion and to accept the bid which will be in the best interest of the Town of Norwich.

In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures.

Contract award is contingent upon adequate funding.

Bonds

The bidder whose proposal is accepted agrees to furnish a Performance Bond and a separate Payment Bond at the time of contract signing in the sum of the full amount of the contract price, and duly executed and acknowledged by the said bidder as Principal and by a surety company satisfactory to the Director of Public Works, as Surety, for the faithful performance of the Contract and payment for labor, materials, equipment and supplies. The premiums for said bonds shall be paid by the Contractor.

SCOPE OF WORK

Work to be Done

The following work shall be done in accordance with all referenced drawings and specifications (latest edition).

The Contractor shall supply all necessary labor, materials, equipment and accessories as required to complete the following scope of work.

For the listed street, the Contractor shall:

1. Coordinate with the Director of Public Works before any work to verify the calendar of work, so the Director of Public Works can appropriately notify the public at-large of the schedule of anticipated work.
2. Sweep bituminous pavement courses as required to keep surfaces clean and dry prior to tack coat application.
3. Provide a smooth transition at the beginning and end of the paving and at intersecting streets. On overlay projects, the Contractor shall cut and grind the existing pavement at the start and end of the project to maintain a minimum of one inch thick overlay at the butt joints for a distance of three (3) feet back from the project start and end points. Butt joints shall be full width of street pavement. Grind existing pavement in areas to a minimum depth of one (1") inch (or more) below existing pavement where pre-marked by the Director of Public Works. Grind areas shall be outlined with orange paint and labeled.
4. Place and compact a shim (leveling) course of VTrans Type IV (3/8 inch) (9.5mm) bituminous pavement, centered over existing pavement on the following streets in areas pre-marked by the Director of Public Works. **Shim course shall be a "drag shim" with 2% cross slope (between the crown and edge of pavement) with near 0" thickness at pavement edge.**
5. Place and compact a one (1) inch (thickness after compaction) wear (overlay) course of VTrans Type IV (3/8 inch) (9.5mm) bituminous pavement, centered over existing pavement and/or shim course, with 2% cross slope between crown and edge of wear course in areas pre-marked by the Director of Public Works on the following streets with the stated widths. Superelevation on curves shall be addressed as directed by the Director of Public Works.

STREET	LENGTH (FT.)	WIDTH * (FT.)	SHIM (LEVELING) COURSE ** ESTIMATED QUANTITIES 1.0"	WEAR (OVERLAY) COURSE *** ESTIMATED QUANTITIES 1.0"
Union Village Road (Goodrich Four Corners to Old Coach Road)	9500	22.5	1350	1350
TOTAL ESTIMATED TONS:			1350	1350

* Overlay widths vary on each street. The width listed is an average for the listed street.

** 1" Thickness (after compaction)

*** 1" Thickness (after compaction)

6. Provide a 2-ft. wide asphalt apron into existing asphalt, gravel and bluestone driveways.
7. Provide static and vibratory steel wheeled rollers and a pneumatic tire roller for the compaction of base, shim and wear courses.
8. Place a tack coat of emulsified asphalt over the existing road pavement in accordance with the VTrans Specification. Application rate shall be 0.05 gals/SY (minimum).
9. Provide daily clean-up of all areas affected by project work.
10. Provide traffic control, proper signage and barricades as required to keep one lane open to traffic during paving operations.

11. Submit weigh slips to the Director of Public Works at the end of each day's work.
12. The Contractor shall provide and pay for all temporary facilities, utilities, temporary construction and supervision as required to complete the contract scope of work.
13. The Contractor shall guarantee all materials and workmanship completed under the contract scope of work for one year from the date of acceptance by the Director of Public Works or his representative.
14. Upon completion of the work, the improvement areas shall be cleaned up to the satisfaction of the Director of Public Works including, but not limited to, removal of all spoil from the job site and clean-up of materials.

MISCELLANEOUS SCOPE OF WORK PAVING DETAILS

1. Attend pre-construction meeting, as applicable, and coordinate all activities with the Director of Public Works.
2. Inspect the condition of the base a maximum of three (3) business days prior to the start of paving. The start of paving constitutes the Contractor's acceptance of the base, subgrade, shoulders, ditches, driveways, etc. No claims of defective paving work due to the condition of the existing pavement or subgrade shall be considered after the start of paving.
3. Paving operations shall not commence without the Director of Public Works or his representative present.
4. The Contractor shall provide a minimum of 72 hours' notice to the Director of Public Works prior to commencing paving operations.
5. No work will be permitted at night or on weekends or holidays except as approved in writing by the Director of Public Works. Normal working hours are Monday through Friday 7:00 a.m. to 5:00 p.m. The Contractor shall not work outside normal working hours without prior approval from the Town.
6. Perform any other miscellaneous work required to complete the project but not otherwise specified.
7. Coordinate raising the water valves and sewer manholes with the Town. There are no water and sewer valves or manholes on the proposed paving section.

WORK NOT INCLUDED IN SCOPE OF WORK

1. Project testing. All testing and associated costs shall be by others. No field/lab sampling, coring, testing or Quality Assurance Plan is included in the scope of work.
2. Striping of pavement.
3. Supply and installation of shoulder gravel and fine grading to meet pavement courses.
4. Traffic control plan is not required. Traffic control shall be verbally discussed and approved with the Public Works Director.
5. Paved panel materials or construction.

GENERAL CONDITIONS

1. The Contractor is responsible for maintaining non-vehicular and vehicular traffic through the project area for the duration of the project. The Contractor is responsible for all cones, barricades, signs, etc. as required for safe traffic flow during the day and night. The Contractor shall provide access to the property of abutters as necessary.
2. The contract scope of work is to be completed with all utility poles in their present location. No extras shall be allowed for any interference poles may cause.
3. Any damage to personal property by the Contractor or his subcontractors shall be repaired in-kind at the Contractor's expense.
4. It is the intent of this contract to complete all work in a continuous manner to minimize the projects' duration. The Contractor shall cooperate in scheduling work at times which is mutually agreeable.
5. It is the responsibility of each contractor submitting proposals for the work to assure that the equipment/construction methods intended for use are capable of complying with project specifications. The attention of each contractor submitting a proposal is directed to the portion of the project specifications which require the Contractor to demonstrate to the Director of Public Works the ability of his crew(s) and equipment to comply with the specification requirements and to do so at a rate of production consistent with the time allowed under the contract. In submitting proposals for this work, Contractors are required to use specific equipment on the project. In order to meet the project schedule, Contractors are required to provide all necessary equipment to complete said project in a continuous, orderly manner.
6. In the event that any aspect of the Contractor's work does not meet the requirements stated in the technical specifications, all construction operations shall cease until the Contractor demonstrates the ability to comply with all specifications. The Contractor shall not be permitted an extra for delays during this period. If compliance cannot be demonstrated, the contract shall be terminated upon written notice from the Director of Public Works. The Contractor shall not be paid for any substandard work.
7. All materials and equipment used in the construction of the project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents. The Town of Norwich shall secure the services of an independent testing laboratory and shall pay for the costs of all testing except those test costs associated with the Contractor's work which fail to meet the Contract specifications. All testing costs for unsatisfactory work shall be paid by the Contractor.

- 8. There are water lines, water shut-off valves, culverts and catch basins in the project area.
- 9. The Contractor shall promptly correct any work not meeting specifications at Contractor's expense.
- 10. Contractor shall be in compliance with the U.S. Department of Transportation's Federal Motor Carrier Safety Regulations, Parts 49CFR382 and 49CFR383. Contractor shall maintain compliance with those regulations from date of contract award to project completion.
- 11. This project is subject to all of the Safety and Health Regulations (29 CRF Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on April 6, 1979, unless otherwise noted. Contractors are urged to become familiar with the requirements of these regulations.

12. **Schedule**

The following schedule summary indicates the desired sequence and timing for this contract. It is intended that this schedule be met with all work done during normal working hours. Paving shall not be performed on weekends or holidays.

Contract awarded by	<u>June 28, 2019</u>
Start of 2019 Paving Project	<u>August 12, 2019</u>
Substantial Completion	<u>August 23, 2019</u>
Completion of all 2019 Paving Project Contract Items by	<u>August 30, 2019</u>

13. **Work Schedule**

Within five (5) days of award, the Contractor will furnish:
a) construction schedule for the first thirty (30) days of construction including the number of days required to complete each task, and
b) the proposed location of equipment and materials storage.

The schedule must be acceptable to the Director of Public Works.
He will be expected to participate actively in all scheduling and expediting activities.
The on-time completion of the project is an essential part of the contract.

14. **Insurance**

Prior to the commencement of any work under this contract, the Contractor and any duly authorized subcontractors shall procure and thereafter maintain for the duration of their responsibilities hereunder, Comprehensive General Liability and Comprehensive Automobile Liability and Workers Compensation Insurance. Minimum limits shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

MINIMUM LIMITS REQUIRED

- | | |
|--------------------------------------|----------------------------|
| 1. Fire Legal Liability | \$1,000,000 Per Occurrence |
| 2. Broad Form Property Damage | |
| 3. Premises Operation | |
| 4. Products and Completed Operations | |
| 5. Towns and Contractors Protective | |
| 6. Explosion and Collapse | |
| 7. Underground Hazards | |
| 8. Independent Contractors | |

COMPREHENSIVE AUTOMOBILE LIABILITY

- | | |
|------------------------------------|-------------|
| 9. Any Auto | \$1,000,000 |
| 10. Employee Liability Endorsement | |

**WORKERS COMPENSATION AND
EMPLOYERS LEGAL LIABILITY**

Vt. Statutory
\$100,000 Bodily Injury by
accident per employee
\$100,000 Bodily Injury by
disease per employee
\$500,000 Body Injury by
disease policy limit

The Town of Norwich shall be named as an additional insured. Copies of the above certificates shall be submitted to the Town of Norwich prior to award of contract.

15. **Terms of Payment and Retainage**

The Town will, once a month and within thirty (30) day's receipt of a certificate of payment from the Contractor, make a progress payment to the Contractor on the basis of an estimate of the total amount of work done to the time of such estimate and the value thereof as prepared by the Contractor and approved by the Town. The progress payment shall be on a form agreeable to both the Town and the Contractor.

The Town of Norwich shall pay 90% of monthly invoices for material delivered and work accomplished during the previous month. In making progress payments, the Town shall retain 10% of the invoice value until final completion and acceptance of the contract work. All payments will be made against invoices properly submitted against pre-established cost code breakdowns.

16. **Acceptance and Final Payment**

Substantial completion shall be that point at which the work has been completed to the extent that the Town may occupy and make use of the project (or portion of the project) for which it was intended. Upon substantial completion, there may be minor items, such as seeding, landscaping, etc., yet to be completed or items of work to be corrected.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Town will promptly make an inspection during regular business hours, and when the Town finds the work acceptable under the terms of the contract and the contract substantially completed, the Town will issue a dated Certificate of Substantial Completion, and a punch list of items to be completed or corrected, over the Director's signature, stating that the work required by this contract is substantially completed and is accepted by the Director under the terms and conditions thereof. The Town shall set a reasonable time limit to complete or correct the punch list items as part of the Substantial Completion Certificate.

The general guarantee period for the work substantially completed shall begin on the date certified by the Town.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Director of Public Works and/or his representative shall make inspection. When he finds the work acceptable under the Contract and the Contract fully performed, upon receipt of the final payment requisition, the entire balance found to be due the Contractor shall be paid to the Contractor by the Town.

Before final payment, the Contractor shall submit evidence satisfactory to the Director of Public Works and/or his representative that all payrolls, materials bills and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Town guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Town other than those arising from unsettled liens, from faulty work appearing within twelve months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

17. **Extra Work**

The Contractor shall not be paid for any work not identified in Scope of Work for this project unless a Change Order defining the change is approved in writing by the Director of Public Works in advance. If an approved Change Order, signed by the Director of Public Works is executed, charges for additional work shall be based on the prices set forth in this contract.

The Director of Public Works reserves the right to increase or decrease the volume of work set forth in this Contract within the limits of available funds. The Contractor shall not make any claim against the Department should the work be increased or decreased as indicated above.

18. **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, exonerate, protect, defend (with counsel acceptable to the Town of Norwich), save harmless and reimburse the Town of Norwich and its employees, officers, agents and representatives (hereinafter Contractor shall include such foregoing persons or entities) from and against any and all damages (including, without limitation, bodily injury, illness or death or property damage), losses, liabilities, obligations, penalties, claims (including, without limitation, claims predicated upon theories of negligence, fault, breach of warranty, products liability or strict liability), litigation, demands, defenses, judgments, suits, proceedings, costs disbursements or expenses of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, investigative and discovery costs and court costs, which may at any time be imposed upon, incurred by, asserted against or awarded against the Town of Norwich which are in any way related to the Contractor's performance under this Agreement and which arise from (i) any act, omission or strict liability of Contractor, Contractor's licensees, agents, servants or employees or any third party, whether such act, omission or strict liability gives rise to liability which is sole, joint or several, (ii) any default by the Contractor under any of the terms or covenants of this Agreement, or (iii) any warranty given by or required to be given by Contractor relating to the performance of Contractor under this Agreement.

Contractor agrees to pay the Town of Norwich interest from the date of any loss indemnified against hereunder until such amount, plus interest, is paid.

Contractor shall purchase and maintain in force, from the commencement of this Agreement until Contractor has fully completed its responsibilities hereunder, an appropriate general liability insurance policy with contractual extension coverage (by endorsement or otherwise) and shall provide the Town of Norwich with a certificate of insurance evidencing such coverage. At the requests of the Town of Norwich at any time (or from time to time) that this indemnity provision remains in effect, the Contractor shall name the Town of Norwich as an additional insured under its general liability insurance policy. The Contractor's obligations under this paragraph shall not, however, be limited in any way by any limitation on the amount or type of insurance available to the Contractor.

19. **Arbitration**

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the Town and the Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Town is located.

The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

20. **Termination**

This contract may be terminated by the Town upon fourteen days' written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the Town shall pay the Contractor for work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the contract documents or fails to perform the provisions of the contract, the Town may give written notice that the Town intends to terminate the contract. If the Contractor fails to correct the defaults, failure or neglect within seven days after being given notice, the Town may then give a second written notice and, after an additional seven days, the Town may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the Town's option, may terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Town may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the work, the excess shall be paid to the Contractor, but if the expense exceeds the unpaid balance, the Contractor shall pay the difference to the Town.

If the Town fails to make payment when due, the Contractor may give written notice of the Contractor's intention to terminate. If the Contractor fails to receive payment within seven days after receipt of such notice by the Town, the Contractor may give a second written notice and, seven days after receipt of such second written notice by the Town, may terminate the contract and recover from the Town payment for work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery including reasonable profit and applicable

damage. Note: there is an established bill paying procedure the Town adheres to. Thus, the function of making payment to a Contract necessarily relates to the Town's receipt of a Contractor's invoice.

21. **The Contractor shall not award any work to any subcontractor without prior written approval of the Town.**

22. The Contractor shall promptly remove from the premises all material and work condemned by the Town as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

23. At the site of the work the Contractor shall employ a competent construction superintendent who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Town.

24. Substantial Completion

The Town shall have beneficial use of completed systems of the Project prior to the Project Substantial Completion date. However, the warranty periods for completed systems shall begin on the Project Substantial Completion date. Furthermore, the Town will not be required to request for the beneficial use prior to the Project Substantial Completion date.

TECHNICAL SPECIFICATIONS

All work performed shall conform to the following standards:

- A. Standard specifications and drawings for Road and Bridge Construction of the Vermont Agency of Transportation (VTrans), as most recently adopted. The following VTrans Standard Specifications for Road and Bridge Construction sections have been supplemented as stated below. All sections of the VTrans Standard Specifications for Road and Bridge Construction shall remain in effect and remain part of this contract along with the supplemental requirements below. Should conflicting requirements be found among these standards, the more stringent shall govern. In all sections, Engineer shall mean the Norwich Public Works Director.

Item 406	Bituminous Concrete Pavement
Item 618	Flaggers
Item	Asphalt Cement Adjustment
Item	Pay Factor Adjustment
Item	Fuel Adjustment

Bituminous Concrete Pavements

MATERIALS

1. WEAR (Overlay) COURSE
 - a. Wear Course Materials: Wear course materials shall conform to the composition of mixtures in Section 406 of the VTrans Standard Specifications for TYPE IV, 3/8" (9.5mm) pavement.
2. SHIM (Leveling) COURSE
 - a. Shim Course Materials: Shim course materials shall conform to the composition of mixtures as specified in Section 406 of the VTrans Standard Specifications for 3/8" (9.5 mm) pavement.

Item 406 - Bituminous Concrete Pavement

INSTALLATION

Placement of base, wear and shim courses shall conform to the applicable section of the Vtrans Standard Specifications for Road and Bridge Construction, Div. 400. The Contractor is advised to note the following requirements specifically:

1. Placement of shim and overlay courses in driveways shall be 24" maximum width and when directed by the Director of Public Works.
2. All base course paving shall be complete before any wear course or overlay paving is started. All shim course paving shall be complete before any overlay paving is started.
3. For overlay courses with a nominal specified compacted thickness, the allowable placement temperature shall be based on the nominal specified compacted thickness (rather than the actual minimum or maximum thickness of the overlay).
4. No longitudinal joints shall be left open to traffic at the end of each work day.
5. The temperature of the bituminous pavement shall be a minimum of two hundred and seventy-five (275) and a maximum of three hundred and fifty (350) degrees F when it is placed. Hot mix shall be placed without appreciable loss in temperature, asphalt migration, segregation or oxidation. Paving operations shall cease until the Contractor demonstrates the ability to place hot mix without such appreciable loss.
6. At butt joints, clean edges of existing pavement and coat with emulsified asphalt prior to placement of the new pavement.
7. Pavement shall not be placed on any wet surface or when weather conditions prevent its proper handling or finishing as determined by the Director of Public Works.

MEASUREMENT AND PAYMENT

1. Methods of measurement and payment shall conform with VTrans Standard Specifications for the Road and Bridge Construction, Div. 400 except as follows:
2. Driveway aprons 24" or less in width shall be paid under Bituminous Concrete Pavement Machine Method not Hand Method.
3. Drainage panel pavement shall be paid under Bituminous Concrete Pavement Hand Method.
4. Sweeping, grinding and cutting butt joints, General Conditions items and any other miscellaneous work required to complete the project but not defined elsewhere in this document are subsidiary to Bituminous Concrete Pavement, Machine Method, Wear Course Type IV, 3/8" (9.5 mm).

ITEM 406 - Bituminous Surface Treatment

A. SECTION 406.12

1. Bituminous material shall be uniformly applied with an approved applicator. The emulsion shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the bituminous material. Emulsion shall be uniform over the existing road surface - not dripped but sprayed over the road surface. Emulsion shall be uniform in application and shall cover 90% or greater of the pavement surface area.

ITEM 630 - Flaggers

A. SCOPE

This work shall consist of furnishing flaggers, when ordered.

B. REQUIREMENTS

Officers and flaggers shall be clothed in a suitable and characteristic form that will readily distinguish them from other employees. They shall be attired with hard hats and blaze orange vests with or without white stripes.

Officers and flaggers shall possess the following qualifications: certified flaggers according to the 4-hour course requirement contained in the *Vermont Agency of Transportation Standard Specifications for Construction Book*. The cost for any such certification is the responsibility of the Contractor.

C. MEASUREMENT AND PAYMENT

Work performed under this item shall be paid for the actual number of hours of flagging performed as determined by the Director of Public Works. Travel to the job sites, expenses, uniforms, gear, flagging items are subsidiary.

ITEM 406.50 - Asphalt Cement Adjustment

- A. MEASUREMENT AND PAYMENT
 - 1. No asphalt cement adjustment is included in this contract therefore no adjustments in the contract unit price will be made.

**Specification Sections 406.28,406.29,406.30,490.31,490.32,490.33,490.34
Pay Factor Adjustment**

There will be no pay adjustment based on a Pay Factors for any pay factor item.

Fuel Pay Adjustment

- A. MEASUREMENT AND PAYMENT
 - 1. No fuel pay adjustment is included in this contract therefore no fuel adjustments for fuel in the contract unit price will be made.

2019 PAVING PROJECT
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the Town of Norwich, VT, hereinafter called "OWNER", and _____, doing business as a corporation hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the paving of the 2019 Paving Project.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the dollar amounts as shown in the Contractor's bid proposal.
4. The term "CONTRACT DOCUMENTS" means the 2019 Paving Project Bid Package and includes the following:
 - a. Project Description
 - b. Instructions to Bidders
 - c. Scope of Work
 - d. General Conditions
 - e. Technical Specifications.
 - f. Agreement
 - g. Contractor's Proposal Dated: _____ signed by _____ (attached - 2 pages)
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

H. Durfee, Town Manager
Town of Norwich, VT

Authorized Representative
Contractor

Witness

Witness

Date

Date

**2019 PAVING PROJECT
TOWN OF NORWICH, VT.
PROPOSAL FORM**

(To be typed on Company Letterhead)

The following unit prices will be used in the comparison of bids based on estimated quantities and will thereafter be used to compute payments based on actual quantities.

<u>VTRANS ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
406.25	1350	TON	Bituminous Concrete Pavement- Leveling, Machine Method Shim Course Type IV (3/8" (9.5mm)) _____Dollars _____Cents per ton	_____	_____
406.25	1350	TON	Bituminous Concrete Pavement -Wear Course Machine Method Type IV (3/8" (9.5mm)) _____Dollars _____Cents per ton	_____	_____
406.25	5	TON	Bituminous Concrete Pavement- Hand Method Type IV (3/8" (9.5mm)) _____Dollars _____Cents per ton	_____	_____
630.15	220	HR	Flaggers _____Dollars _____Cents per hour	_____	_____
	1	LS	Performance and Payment Bonds	_____	_____

TOTAL PROJECT COST: \$ _____

TOTAL PROJECT COST: _____ Dollars _____ Cents
(written in words)

SUBCONTRACTORS: _____

CONTRACTOR REPRESENTATIVE: Name of Home Office Project Manager to be assigned to this project is:

SUPERINTENDENT: Name of Superintendent to be assigned to this project is:

EXCLUSIONS

Please identify any exclusions or qualifications relative to your proposal here.

RATES

Bidder shall submit a rate schedule of all equipment intended for use on the project. All rates shall include an operator.

UNIT PRICES

The Contractor agrees to perform any extra work or accept deductions for work omitted from this contract at the above unit prices. Prices shall be based upon the requirements of the Contract Specifications. All unit prices are net cost to the Town of Norwich and shall include all overhead, profit, transportation, taxes, and other contributory factors.

ADDENDA

The undersigned acknowledges receipt of the following addenda:

1. _____ 2. _____ 3. _____

QUALIFICATIONS

Statement of Bidder's Qualifications attached: YES _____ NO _____

In compliance with the Town's Bid Package dated _____ for the above-captioned project, the undersigned hereby proposes to furnish all labor, equipment and materials and perform all work in strict accordance with the plans, specifications and all the Contract Documents within the time set forth therein, for prices stated in this proposal.

Signature of Responsible Official: _____ Date: _____

Title: _____ Printed Name: _____

Name of Firm: _____ State of Incorp. _____

Business Address: _____

Telephone Number: _____ Fax: _____

Cell Phone: _____ E-Mail: _____