



# City of Barre, Vermont

"GRANITE CENTER OF THE WORLD "

Department of Public Works

Invitation to Bid: Summer of 2024 Hot-Mix Asphalt Paving

## **Project Description**

The City of Barre is seeking bids for hot-mix asphalt paving in various locations under a single contract.

All questions are to be submitted to [pwsuper@barrecity.org](mailto:pwsuper@barrecity.org) on or before Thursday, February 29, 2024. All questions will be answered by Friday, March 1, 2024. The bid form below shall be submitted by email to [pwdirector@barrecity.org](mailto:pwdirector@barrecity.org) no later than 12:00PM on Thursday, March 7, 2024, in order for a bid to be considered.

Work may begin on August 1, 2024. All work must be completed by November 1, 2024.

## **General Conditions**

The contractor shall supply all labor, equipment, and materials for the project.

The contractor shall provide all traffic control including flaggers, cones, signs, and police officers as required, as part of the bid price. It is expected that all roads and sidewalks will remain open to traffic with a minimum of one-lane alternating traffic while work is being completed. The contractor shall maintain access to all driveways as is reasonable during construction. If the contractor would like to close a road, they must get approval from the Director of Public Works at least one week in advance.

The contractor is responsible for any damages to include, but are not limited to other streets, sidewalks, water valve boxes, manholes, and catch basins. Repairs that aren't asphalt-related are to be done by the City, at the expense of the contractor. This expense will be deducted from the amount paid to the contractor.

The contractor is responsible for all erosion prevention and sediment control on the site and must install and maintain control measures in compliance with the Vermont Standards and Specifications for Erosion Prevention and Sediment Control throughout the entire project and until final stabilization is completed.

The contractor is responsible for contacting Dig Safe as needed before any work to request utilities that aren't city-owned be marked. City-owned utilities can be marked out by request.

The City of Barre reserves the right to add or subtract work from the contract as is determined to be in the best interest of the City. The contractor shall have the first opportunity to accept additional paving work within the contract period. If the contractor chooses to accept the additional work, they shall honor their per-ton bid price. The City

of Barre shall be allowed to hire other paving contractors if they choose to turn down the additional work.

All work is to be scheduled with the Superintendent of Public Works for the City of Barre by calling (802) 498-7118 or emailing [pwsuper@barrecity.org](mailto:pwsuper@barrecity.org). The contractor shall give notice of at least five working days to allow the City adequate time to strip and prepare a street. More notice is encouraged. The contractor shall arrange with the Superintendent of Public Works to have a representative from the City on-site during all of its work.

### **Scope of Work**

The City of Barre has selected three streets and one parking lot to be paved as detailed below.

**Brook St:** This street is to be fine-graded and repaved by the contractor after the City strips the existing asphalt and reshapes the street. A total of four inches of pavement (2 ½” of type II (¾” aggregate) binder course, 1 ½” of type III (½” aggregate) wearing course) will be placed from the Farwell St intersection to the Pleasant St intersection. This is estimated to be 650’ in length with an average width of 24’ from curb to curb.

**Farwell St:** This street is to be fine-graded and repaved by the contractor after the City strips the existing asphalt and reshapes the street. A total of four inches of pavement (2 ½” of type II (¾” aggregate) binder course, 1 ½” of type III (½” aggregate) wearing course) will be placed from the Brook St intersection to the City line. This is estimated to be 3150’ in length with an average width of 22’.

**Merchant St:** This street is to be fine-graded and repaved by the contractor after the City strips the existing asphalt and reshapes the street. A total of four inches of pavement (2 ½” of type II (¾” aggregate) binder course, 1 ½” of type III (½” aggregate) wearing course) will be placed from the Wellington St intersection to the Maple Ave (RT 14) intersection. This is estimated to be 3100’ in length. The average width between Wellington St and Warren St will be 32’ from curb to curb. The average width between Warren St and Maple Ave will be 24’.

**Merchants Row Parking Lot:** This street and parking lot are to be fine-graded and repaved by the contractor after the City strips the existing asphalt and reshapes the parking lot. A total of three inches of pavement (1 ½” of type II (¾” aggregate) binder course, 1 ½” of type III (½” aggregate) wearing course) will be placed from the Prospect St intersection to the Depot Sq intersection. This total area is estimated to be 92,500 SF.

### **Specifications**

For all locations in this contract, the City will strip the existing asphalt and reshape the gravel base. The contractor will be responsible for fine grading and compaction of the sub-base. When reshaping the road, the City will leave all utilities (gate boxes and manholes) in the road below grade to allow for fine grading and the placement of binder course. Any catch basins along the curb line/edge of the road will remain at grade.

The City of Barre will be responsible for all grinding of keyways at abutments to existing asphalt to include beginning/end of project, intersections, and driveways.

No hot-mix asphalt or tack coat shall be placed on a wet road surface, at the discretion of the Superintendent of Public Works.

Once binder course is placed, the contractor shall give the City a minimum of three working days to bring all utilities to finish grade before wearing course is placed.

Tack coat shall be applied between all courses of asphalt not laid on that same day. Tack coat should be applied at a rate of 0.06 gal/SY as specified by the 2024 Vermont AOT Standard Specifications for Construction. The contractor shall ensure that a clean road surface is present prior to the application of tack coat.

The contractor shall pave an apron at each driveway within the project limits. Aprons shall extend a minimum of 3' from the edge of road, the entire width of the existing driveway, and be tapered down to match the existing driveway.

The City of Barre reserves the right to reject and require the contractor to tear out and redo any work, at the expense of the contractor, if the quality is determined to be unacceptable by the Director of Public Works.

### **Subcontractors**

If the contractor would like to use subcontractors, a list with company name, address, and contact information shall be submitted with the bid proposal form.

### **Site Visit**

Each contractor is expected to review all of the streets prior to submitting a bid price. Any errors in pricing made as a result of not visiting the site, or an incomplete site visit will not result in an increase in compensation beyond the bid price for the project.

A site visit with a designated representative from the City of Barre is available upon request by calling (802) 498-7118 or emailing [pwsuper@barrecity.org](mailto:pwsuper@barrecity.org). All questions are to be submitted to [pwsuper@barrecity.org](mailto:pwsuper@barrecity.org) on or before Thursday, February 22, 2024. All questions will be answered by Friday, February 23, 2024. The bid form below shall be submitted by email to [pwdirector@barrecity.org](mailto:pwdirector@barrecity.org) no later than 12:00PM on Thursday, February 29, 2024 in order for a bid to be considered.

### **Award of Contract**

The City reserves the right to accept the bid deemed to be in the best interest of the City of Barre, even if it isn't the lowest bid. The City of Barre also reserves the right not to award the contract to any bidder, if it is deemed to be in the best interest of the City. All bidders, successful or unsuccessful, will receive written notice of the City's decision to either accept their bid, or not accept their bid within five working days after approval of the selected bid by the Barre City Council.

## **Insurance**

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. The contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower-tier contractors, independent contractors, and sole proprietors engaged by the Contractor with respect to this Contract, and the Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least

as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires the Contractor to obtain workers' compensation insurance, the Contractor agrees to promptly provide the Municipality with evidence of such insurance coverage.

### **Performance Bond**

Upon acceptance of the contract, a performance bond in the amount of 10% of the total estimated bid price shall be submitted to the City of Barre by the contractor. This shall be submitted with the contract documents sent to the contractor if chosen by the City as the successful bidder. Upon successful completion or a termination of the contract by the City without cause, the performance bond will be returned to the contractor. If the contractor fails to fulfill the contract in its entirety or is terminated for cause, the City will retain the full performance bond upon termination of the contract. The City may also deduct damages from the amount returned as outlined in the General Conditions.

### **Payment**

The City of Barre will compensate the contractor per ton for asphalt placed at the price submitted by the contractor on their bid form. This quantity will be determined by the load slips turned in to the Superintendent of Public Works at the conclusion of each working day. If a partial load is used, the Superintendent and a representative from the contractor shall agree on a quantity for tons placed.

The City of Barre has estimated the total quantity for each street in the contract as shown on the bid form. The City shall not be required to compensate the contractor for more than 105% of this quantity if the contractor places asphalt in excess of the widths and depths specified in the Scope of Work. If the quantity estimated on the bid form is believed to be inaccurate, the contractor shall contact the Superintendent of Public Works prior to paving to discuss a change. This provision shall not apply to any shim coat.

The contractor shall submit an invoice to the City at the completion of each street for the quantity of tons placed, as confirmed by load slips, at the per ton bid price. Invoices shall be emailed to [pwsuper@barrecity.org](mailto:pwsuper@barrecity.org) for payment.

### **Termination of Contract**

The City of Barre reserves the right to terminate the contract at any time, with or without cause in the form of a written notice. If the City chooses to terminate the contract without cause, the performance bond will be returned, in full, to the contractor.

The City of Barre may terminate the contract with cause for any of the reasons listed below. The City will retain the full performance bond if the contract with the contractor is terminated for cause.

The contract between the City of Barre and the contractor may be terminated by the City with cause for the following reasons:

- The contractor fails to begin work before September 1, 2024
- The contractor fails to pursue the work in a manner to ensure proper completion of the entire project before November 1, 2024.
- The contractor pursues the work in a manner to render the completed project unsuitable to the City
- The contractor discontinues work on the project
- The contractor fails to follow any provisions detailed in the bid or contract documents.

The contractor may terminate the contract at any time in the form of written notice to the City of Barre. If the contractor chooses to terminate the contract, the full performance bond will be retained by the City of Barre.

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The contractor agrees, if chosen, to perform the work as detailed in these bid documents. The City reserves the right to accept the bid deemed to be in the best interest of the City of Barre, even if it isn't the lowest bid. The City of Barre also reserves the right to not award the contract to any bidder, if it is deemed to be in the best interest of the City. All bidders, successful or unsuccessful, will receive written notice of the City's decision to either accept their bid, or not accept their bid within five working days of the submission deadline for bids.

The contractor must submit one unit price per ton that is the same for all locations.

Location	Estimated Quantity (Tons)	Proposed Unit Price Per Ton	Estimated Price
Brook St	400		
Farwell St	1750		
Merchant St	1950		
Merchants Row Parking Lot	1750		

Total Bid Price: \$ \_\_\_\_\_

Total Bid Price in Words: \$ \_\_\_\_\_

List of Sub-Contractors to be Used: \_\_\_\_\_

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City of Barre  
Bid Proposal Form  
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(Printed name of authorized representative)

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(Title)

\_\_\_\_\_  
(Signature)

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(Date)

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(Company name)

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(Company address)