

City of Winooski
Department of Public Works
27 West Allen Street
Winooski, VT 05404
(802) 655-6410



Line Striping 2017
Request for Proposals

Issued: May 16, 2017

Revised: N/A

Deadline for Submissions: 3:00 p.m., May 26, 2017

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1. INVITATION TO BID

Project: Line Striping 2017

Reference Number: STR-17-01

The purpose of this bid package is for the City of Winooski Line Striping 2017 Project. Bid proposals will be received at the Office of the City Clerk, 27 West Allen Street, Winooski, Vermont 05404, **Friday, May 26, 2017 at 3:00 PM.** Any proposals received after the designated closing time will be returned unopened.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the bid requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Work to be performed under this project includes: submittal of proposed materials and traffic control plan, preparation of pavement surfaces to receive paint, line striping and reapplying paint for pavement markings and symbols, traffic control as required to allow for line striping work and drying of paint, and other associated tasks. Bids submitted for consideration shall include a proposed work plan and schedule for completing the tasks.

The contract shall be completed on or before **Friday, September 15, 2017 at 5:00 PM**, unless otherwise negotiated.

This contract is governed by the Vermont Agency of Transportation (“VTRANS”) 2011 Standard Specifications for Construction. During the advertisement phase of this project all questions shall be addressed to Ryan Lambert, Department of Public Works, 200 Gilbrook Rd., Winooski, VT 05404, (802) 734-0022, rlambert@winooski.vt.org.

END OF SECTION

2. INTRODUCTION

2.1 Purpose and General Information

The City of Winooski is requesting responses to enter into a contract with general contractor(s) to provide street line striping services for the City of Winooski.

A copy of these bid documents can be obtained from the City of Winooski website at www.winooski.vt.org until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addendums. Written questions regarding the substance or scope of services must be submitted via e-mail to the City of Winooski contact listed, prior to the deadline.

Responses are due prior to the deadline and can be emailed, delivered or mailed to the City Clerk's Office located at 27 West Allen Street, Winooski, Vermont 05404. **Late responses will not be accepted – NO EXCEPTIONS**

2.2 Definitions

Refer to VTRANS General Provisions Section 101 – Definitions and Terms. Section 101 will be modified so that the following definitions shall be replaced and/or added:

“Addendum (addenda)” means contract revisions developed after advertisement and before opening bids;

“Advertisement” means a public announcement, inviting bids for work to be performed or materials to be furnished;

“Agreement” means the written instrument which is evidence of the agreement between the City and the Contractor;

“Award” means the formal acceptance by the City of a proposal;

“Bid” means the offer of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed;

“Bidder” means the individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements;

“City” means the City of Winooski, Vermont;

“City Representative” has the meaning set out in Section 3.2;

“City Website” means www.winooski.vt.org;

“Closing Time” has the meaning set out in Section 3;

“Contract” means a formal written contract between the City and a Preferred Proponent to undertake the Services;

“Evaluation Team” means the team appointed by the City;

“Incidental and Incidental Item” have the meaning 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 bid prices submitted by the contractor shall be sufficient to absorb the cost of all work designated as incidental or as incidental items;

“Invitation for Bids” means an advertisement for receiving proposals for all work and/or materials on which bids are invited from prospective contractors;

“Notice of Award” means the written notice of the acceptance of the Bid from the City to the successful Bidder;

“Preferred Proponents(s)” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“Proponent” or “Proposer” (used interchangeably) means any individual, business or partnership submitting a proposal in response to these bid documents.

“Proposal” means a proposal submitted in response to these bid documents;

“Services” has the meaning of any and all construction and administration work necessary to complete this project;

“Site” means the place or places where the Services are to be performed;

“Subcontractor” means an individual or legal entity to which the contractor sublets a part of the work included in the contract;

END OF SECTION

3. PROPOSAL SCHEDULE

Address for Proposal Delivery:

**Office of the City Clerk
27 West Allen Street
Winooski, Vermont 05404
c/o Ryan Lambert, Project Manager**

Proposal Closing Date & Time:

Friday, May 26, 2017 at 3:00PM EST

Late submissions will not be accepted. No Proposer shall submit more than one proposal.

3.1 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

3.2 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided in the original proposals.

3.3 Pre-Proposal Inquiries

All inquiries related to these bid documents should be directed in writing, via fax or e-mail to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

City Representative: Ryan Lambert

Phone: (802) 734-0022

Fax: (802) 655-6414

Email: rlambert@winooski.vt.org

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the City’s discretion.

Proponents finding discrepancies or omissions in the Contract or bid documents, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment to these bid documents is

required, the City Representative will issue an addendum in accordance with Section 3.4. Oral conversations will not affect the terms of these bid documents and may not be relied upon by any Proponent.

3.4 Addenda

If the City determines that an amendment is required to these bid documents, the City Representative will post a written addendum on the City Website (www.winooski.vt.org) and upon posting will be deemed to form part of these bid documents. No amendment of any kind to the bid documents is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

3.5 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the bid documents, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

Proposers are encouraged to make on-site visits to the area for which services are required to gain an understanding of the scope of the area to be served. The Proposer must be familiar with the area and any natural features which will affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

3.6 Status Inquiries

All inquiries related to the status of these bid documents, including whether a Contract has been awarded, should be directed to the City Website and not to the City Representative.

END OF SECTION

4. PROPOSAL SUBMISSION FORM AND CONTENTS

4.1 Package

Proposals should be in a sealed and opaque package, marked on the outside with the Proponent's name, title of the Project and reference number.

4.2 Form of Proposal

The proposal submission should include the following:

- (a) Identification of the Proponent's company name, address, city, state, zip code, telephone and fax numbers, and email address. Identify the name, title, phone number and email address of the primary contact person. Identify any parent corporation and/or subsidiaries and affiliations, if applicable.
- (b) The attached Bid Form completed with additional pages attached as necessary.
- (c) A written summary of the Proposer's work plan, and a schedule of the proposed work indicating tasks, durations, and daily start and finish times.
- (d) A minimum of three references of previous clients, including the name, address, and phone number of a contact person, from projects of similar size and scope.
- (e) A current sample certificate of insurance.
- (f) A written disclosure listing any and all lawsuits and licensure disciplinary actions that the Proposer or its employees is or has been a party to in the past five (5) years.

4.3 Signature

The legal name of person or firm submitting the Proposal should be inserted in the Bid Form. In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the Proposer must correctly sign the proposal. The proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the name of the state under the laws of which the corporation was chartered, and the names of authorized signatories. The Proposal should be executed by all authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name and business address of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner and joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Proponent is an individual, including sole proprietorship, the name and business address of the individual should be included.

END OF SECTION

5. EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponent(s) to the City.

5.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals and each Proponent's strength and ability to provide the Services to determine the Proposal which is most advantageous to the City, using the following criteria:

- (a) Price Proposal: The City will consider the Proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards.
- (b) Schedule: A schedule of work is required to be included in each proposal. Preference will be given to Proponents who schedule work to minimize impacts to traffic flow, e.g. by performing work at night.
- (c) Experience: The City will consider the Proponent's experience in undertaking similar projects in type, scope and budget.
- (d) Financial Ability and Resources: The Evaluation Team will consider the Proponent's organization financial ability and resources to carry out the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponents Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

5.3 Litigation

In addition to any other provision of these bid documents, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any other officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates there is a risk the City will incur increased staff and legal cost in the administration of the Contract if it is awarded to the Proponent.

5.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

5.5 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the City and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may either open discussions with another Proponent or terminate these bid documents and retain or obtain the Services in some other manner.

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new invitation / Request, sole source or do nothing.

All cost incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this Proposal will become the property of the City of Winooski unless otherwise requested by the contractor at the time of submission.

END OF SECTION

6. GENERAL CONDITIONS

6.1 No City Obligation

These bid documents are not a tender and do not commit the City in any way to select a Preferred Proponent, or to proceed negotiations for a Contract, or to award any Contract. The City reserves the complete right to at any time reject all Proposals, and to terminate this bidding process. The City reserves the right to make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.

6.2 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from these bid documents. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for cost, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of these bid documents.

6.3 No Contract

By submitting a Proposal and participating in the process as outlined in these bid documents, Proponents expressly agree that no contract of any kind is formed, or arises from, these bid documents, prior to the signing of a formal written Contract.

6.4 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the City's request.

6.5 Solicitation of Commission Members

Proponents and their agents shall not contact any member of the City Commission or City staff with respect to these bid documents at any time prior to the award of a contract or the termination of these bid documents. The City may reject the Proposal of any Proponent that makes such contact.

6.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. The City will hold all submissions in confidence unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of the State of Vermont.

END OF SECTION

7. SCOPE OF SERVICES

7.1 Description of Work

Services will include line striping pavement markings, preparation of pavement surfaces, implementation of traffic control, and all associated tasks as described herein. A summary of material specifications and line striping locations and approximate quantities are provided in Attachment A of this document.

The successful Proponent shall be required to submit materials and a traffic control plan for review by the City in accordance with City standards and specifications.

Contractor will be required to obtain city permits for each job location. The City will waive any fees associated with City permits. Permits can be obtained from the City Clerk's office located at 27 West Allen Street, Winooski, Vermont.

A detailed schedule of work will be required before construction may begin. The tentative nature of any proposed schedule of work is understood by the City.

7.2 Damages

Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within ten (10) working days at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during the work. If damage occurs, the contractor will be liable for such damages.

7.3 Responsibility

It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work, and that the Contractor is in no respect an agent, servant or employee of the City; however, in certain aspects, the Contractor is bound to follow the directions of the Public Works Director or appointed designee.

The Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of site preparation, line striping and paint drying. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.

The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other traffic control measures, such as flaggers, as may be necessary to ensure the safety of the public.

Any specification that is in question or not covered in this attachment will first be clarified with the City Representative. The latest edition of the VTRANS Standard Specifications for Construction shall apply to this contract unless otherwise specified or directed by the City Representative.

7.4 Completion Date

The Contractor's timeliness and delivery of quality products shall be monitored by the Public Works Director or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the Director of Public Works or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the City. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. All work must be completed by **Friday, September 15, 2017 at 5:00 PM**. Failure to perform the work in the time specified will trigger liquidity damages of \$250/day.

7.5 Selection

The City reserves the right to select the contractor which best meets the City's goals and objectives, needs, budget constraints and quality levels, as well as its service level expectations. The City reserves the right, in its sole discretion, to reject any or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City.

7.6 Notifications and Public Information

The Contractor shall be required to closely coordinate with the City Representative and the public specifically relative to the schedule and progress of work. This coordination with the noted officials and public shall include notification of ongoing operations, impacts to traffic and impacts to pedestrian access, specifically to residents and businesses that may be most directly affected by the operations. The Contractor shall coordinate with the City Representative in determining the specific construction events and impacts requiring notifications, as well as the extent of the area impacted by the project and limits of abutters requiring notification. The development of the notification materials and coordination with local officials and business owners shall be subsidiary to contract items.

7.7 Right of Way and Protection of Property

Construction operations shall be limited to existing right-of-way and easement areas. All work to be performed shall be within the footprint of the existing roadways and sidewalks.

7.8 Work Hours

The Contractor shall not perform any work that impacts the flow of traffic between the hours of 7:00 a.m. and 9:00 a.m., and between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday, unless otherwise permitted in the contract or approved by the City Representative. No work shall be performed on Saturdays, Sundays or holidays.

7.9 Construction Requirements

See Description of Work (this document); Special Provisions; and VTRANS 2011 Standard Specifications for Construction for specific construction requirements.

7.10 Traffic Control Requirements

- (a) The contractor shall coordinate all traffic control operations with City officials and the City Representative. Police and Emergency Services contacts are:

City of Winooski – Police Department
27 West Allen Street
Winooski, VT 05404
(802) 655-0221

City of Winooski – Emergency Services
27 West Allen Street
Winooski, VT 05404
(802) 655-6410

- (b) Proposed changes in traffic control shall be communicated to the City a minimum of 1-week in advance of the anticipated change. The City Representative will approve any refinements to the traffic control plan. An additional notification with specific information on the pending change shall be provided to the City 48 hours in advance of the traffic control change. No changes in traffic control will be allowed without completing all advanced notification requirements.
- (c) Staging areas for material shall be the responsibility of the Contractor.
- (d) The Contractor should be aware that maintaining access for emergency responders shall be integral to the construction operations, and the maintenance of traffic through this area. In addition, special attention shall be given to notifying the appropriate City officials of any changes and/or adjustment to the traffic management operations that would impact incident response through the construction zone.
- (e) Pedestrian access through the project shall be maintained at all times.

END OF SECTION

8. COMPLIANCE WITH APPLICABLE LAWS

All work shall conform to all applicable federal, state, county and local requirements.

8.1 Familiarity of Laws

The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

8.2 Insurance Requirements

- (a) The selected service provider shall agree to indemnify and hold harmless the City of Winooski and its officers, agents and employees from any and all claims, causes, or actions and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the City of Winooski or its officers, agents or employees in connection with said contract.
- (b) The City will require proof of professional liability insurance with errors and omissions coverage, worker's compensation insurance, general liability (including contractual liability) and automobile insurance with companies authorized to do business in Chittenden County, Vermont, and in amounts satisfactory to the City.
- (c) The successful Contractor, within ten (10) days after the contract award, shall furnish the City with proof of insurance as stated in Attachment A.
- (d) The City of Winooski shall be named as additional insured on all policies as directed in Attachment A. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

END OF SECTION

9. SPECIAL PROVISIONS

In case of discrepancy, precedence of the Contract Documents that follow will be determined by Section 105.05 of the latest edition of the VTRANS Standard Specifications for Construction.

9.1 Standard Specifications

The provisions of the most current VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract. Refer to Attachment B for additional product specifications.

9.2 Contract Completion Date

This Contract shall be completed on or before September 31, 2017, unless otherwise negotiated.

9.3 Utilities

The Contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with utilities.

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.

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.

9.4 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 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2 1/4" 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 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) 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.

9.5 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 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. All movement, in or out of the traffic flow, shall be with the flow of traffic.

END OF SECTION

10. AGREEMENT / EXCEPTIONS

10.1 Contractor Agreement

Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the bid documents, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions and other provisions contained in the bid documents.

10.2 Contractor Exceptions

Exceptions presented in a proposal shall not be incorporated into a contract between the City and the selected Contractor unless and until the City agrees to accept such exceptions.

10.3 City Exceptions

The selected Contractor must acknowledge and agree that the contract resulting from these bid documents include terms, conditions and other provisions contained in the bid documents, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the bid documents, and any other documents mutually agreed upon by the City and selected Contractor.

10.4 Oral Statements

No oral statements or any person shall modify or otherwise change or affect terms, conditions or specifications stated in the bid documents or the resulting contract.

10.5 Formal Contract

A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the City of Winooski.

10.6 Contract Assignment

The Contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City; the contract shall not be assignable unless the proposed assignee is acceptable to the City. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

10.7 Audits

A provision to the effect that the municipality, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for purpose of making audit, examination, excerpts and transcriptions. The City of Winooski shall require contractors to maintain all required records for five (5) years after the City of Winooski makes final payments and all other pending matters are closed.

END OF SECTION

11. PROPOSAL SUBMITTAL

One (1) paper copy and one (1) digital copy (PDF file preferred) of the bid package must be submitted to the City of Winooski as follows:

Paper copy (and USB thumb drive with digital copy if file size > 10MB) submitted to:

**City of Winooski
Office of the City Clerk
27 West Allen Street
Winooski, Vermont 05404
c/o Ryan Lambert, Project Manager**

If file size < 10MB, digital copy may be submitted via email attachment to:

**Joe Shaw Deputy Director of Public Works: jjshaw@winooski.vt.org
Ryan Lambert, Project Manager: rlambert@winooski.vt.org**

All proposals must be received prior to, **Friday, May 26, 2017 at 3:00 PM**. Proposals may be mailed or dropped off at the Clerk's Office. Proposals must be received in the City Clerk's Office for it to be considered in the review process.

END OF SECTION

12. BID FORM

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with the City of Winooski to furnish all materials and to complete all work as specified or indicated in the bid documents for the contract price and within the contract time indicated in this bid and in accordance with the bid 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 September 15, 2017, unless otherwise negotiated.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the work described in the bid documents, including Section 7.1 and Attachment B, for the following schedule of prices. Unqualified bids will not be accepted.

Item and Approximate Quantity	Price (\$)
14,554 linear feet of White Fog Line (VTrans Item 646.201)	
1,625 linear feet of White Dashed Lane Divider Lines (VTrans Item 646.201)	
26,298 square feet of White Crosshatching	
2,005 linear feet of Yellow Fog Line (VTrans Item 646.2111)	
4,925 square feet of Yellow Crosshatching	
27 linear feet of Yellow 12-inch-wide Speed Bump	
65 linear feet of Yellow 24-inch-wide Speed Bump	
102 White 6-foot Letters (VTrans Item 646.301)	
21 White 6-foot Arrows (VTrans Item 646.301)	
27 White 8-foot Arrows (VTrans Item 646.301)	
12 White 9.5-foot Arrows (VTrans Item 646.301)	
6 White 12.75-foot Arrows (VTrans Item 646.301)	
23 White 3-foot Bike Symbols (VTrans Item 646.301)	
3 White 2-foot Handicap Symbols (VTrans Item 646.301)	
1 Blue 2-foot Handicap Symbol (VTrans 646.301)	
7 White 10-foot Railroad Crossing Symbols (VTrans 646.321)	
26 linear feet of White 36-inch-wide Yield Symbol Line (Dashed Triangles)	
<u>TOTAL BASE BID \$</u>	

Total Base Bid Written _____

The lowest responsive and responsible bidder will be determined by the Total Base Bid.

The above unit prices shall include all labor, materials, removal, traffic control, mobilization, overhead, profit, submittals, insurance, etc. to cover the finished work of the several kinds called for on the project documents and specifications.

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners of agents of the company. Additionally, the undersigned declares that he/she has carefully examined all the items of the specifications and instructions and that he/she fully understands the requirements of the same.

Authorized Representative's Signature _____

Printed Name _____ Title of Signatory _____

Company Name _____

Address _____

Phone#/Fax# _____ Email Address _____

Date _____

END OF SECTION

ATTACHMENT A – INSURANCE REQUIREMENTS

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor’s and Sub-Contractor’s Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the City of Winooski, c/o Public Works Director, Public Works Department, 27 West Allen Street, Winooski, Vermont 05404 of cancellation, non-renewal or material change in coverage.

The Contractor will provide a current Certificate of Insurance to the City. In addition to meeting the requirements and minimum coverages described herein, the Certificate of Insurance shall

B. Worker’s Disability Compensation Insurance

The Contractor shall procure and maintain during the life of this contract Worker’s Disability Compensation Insurance as required by law for all his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the sub-contractor similarly to provide Worker’s Disability Compensation Insurance for all the latter’s employees to be engaged in such work in the statutory amount required.

C. Contractor’s Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Contractor’s Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor’s Property Damages Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Contractor’s Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and

property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Owner's & Contractor's Protective Public Liability and Property Damage Insurance

The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

F. Railroad Protective Liability Insurance

When the Contract involves work on, over, or under the right-of-way of any railroad, the Contractor shall carry, with respect to operations performed by the Contractor and/or by the Contractor's subcontractors, Railroad Protective Liability Insurance in a form and amount as required by the railroad company and as specified in the Special Provisions and/or Supplemental Specifications for the project. If not available from insurance companies registered and licensed to do business in the State of Vermont, this insurance may be procured from Eligible Surplus Lines Companies approved by the Vermont Department of Banking, Insurance, Securities, & Health Care Administration (BISHCA). The Contractor shall file the original Railroad Protective Policy and one duplicate policy with the City. The City will transmit the original Railroad Protective Policy to the railroad concerned.

The Contractor shall cooperate with and allow the railroad company or its agents free and full access to the project during construction along with all materials and equipment necessary in order that their duly authorized employees or agents may do any and all railroad construction, inspection, flagging, and watching.

The Contractor shall defend, indemnify, and save harmless the railroad and all of its officers, employees, and agents against any claim or liability arising from or based on any delay to the Contractor as a result of railroad construction or maintenance, whether by the railroad company, its employees, or agents.

G. The City of Winooski as Additional Insured

The City of Winooski, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an Additional Insured with respect to the operations of the Contractor and/or sub-contractor for the City of Winooski. A copy of an Endorsement to this effect shall be supplied for each policy involved.

END OF SECTION

ATTACHMENT B – BID DOCUMENTS

B.1 Line Striping Specifications

All line striping work shall conform to VTrans Construction Standard Specifications, latest edition.

The Contractor shall submit proposed paint products to the City Representative for review prior to performing the work. Line striping paint shall consist of fast-dry, waterborne traffic paint and shall conform to the requirements of TT-P-1952. Minimum paint application is 15 mils wet. Paint products shall be applied by the Contractor in accordance to the manufacturer's specifications and recommended practices.

All Fog Lines and Dashed Lines are to be 4 inches wide, unless otherwise noted.

Crosshatching pavement markings identify areas where parking or standing of vehicles is prohibited (an example is at the intersection of East Allen Street and Florida Avenue). Although Crosshatching is quantified herein by square feet, this quantity indicates the approximate area hatched, not the painted area. Crosshatching in fact consists of an area, typically irregularly shaped, hatched by parallel lines typically 4 inches wide spaced about 6 feet on center, and enclosed within a perimeter line and/or curbing. The square foot quantity indicates the approximate area within the perimeter line and/or curbing, not the area to receive paint; actual area to receive paint is a fraction of the

Centerlines, Stop Bars (except at Railroad Crossings), Crosswalks, and Parking Lines are excluded from this work.

B.2 Line Striping Locations and Quantities

Line striping quantities indicated herein are considered approximate and are for cost estimating only.

Abenaki Way

- 513 feet of White Fog Line
- 250 square feet of White Crosshatching

Barlow Street

- 179 feet of White Fog Line
- 134 square feet of White Crosshatching
- 2 White 10-foot Railroad Crossing Symbols

Cascade Way

- 4 White 6-foot Letters (“ONLY”)
- 1 White 8-foot Arrow

East Allen Street

- 7,552 feet of White Fog Line
- 1,145 feet of White Dashed Lane Divider Lines

- 4,078 square feet of White Crosshatching
- 1,456 feet of Yellow Fog Line
- 3,778 square feet of Yellow Crosshatching
- 20 White 6-foot Letters (“ONLY” x 5)
- 13 White 6-foot Arrows
- 15 White 8-foot Arrows
- 6 White 9.5-foot Arrows
- 15 White 3-foot Bike Symbols
- 1 White 2-foot Handicap Symbol
- 3 White 10-foot Railroad Crossing Symbols

East Spring Street

- 70 feet of White Fog Line
- 530 square feet of White Crosshatching
- 4 White 6-foot Letters (“ONLY”)
- 1 White 8-foot Arrow
- 1 White 12.75-foot Arrow

East Street

- 100 feet of White Fog Line

Follett Street

- 1,062 square feet of White Crosshatching
- 152 feet of Yellow Fog Line

Franklin Street

- 65 feet of Yellow 24-inch-wide Speed Bump

Main Street

- 1,120 feet of White Fog Line
- 346 feet of White Dashed Lane Divider Lines
- 7,977 square feet of White Crosshatching (Excludes Crosshatching in front of Fire Station)
- 397 feet of Yellow Fog Line
- 720 square feet of Yellow Crosshatching
- 50 White 6-foot Letters (“AHEAD” x 2, “BUS” x 3, “ONLY” x 4, “YIELD” x 3)
- 9 White 8-foot Arrows
- 4 White 9.5-foot Arrows
- 4 White 12.75-foot Arrows
- 16 feet of White 36-inch-wide Yield Symbol Line (Dashed Triangles)

Malletts Bay Avenue

- 3,237 feet of White Fog Line
- 3,419 square feet of White Crosshatching
- 1 White 6-foot Arrow

- 1 White 3-foot Bike Symbol
- 2 White 10-foot Railroad Crossing Symbols

Mansion Street

- 128 square feet of White Crosshatching

Mayo Street

- 1,242 square feet of White Crosshatching

St. Peter Street

- 27 feet of Yellow 12-inch-wide Speed Bump

Weaver Lane

- 160 square feet of White Crosshatching
- 427 square feet of Yellow Crosshatching

Weaver Street

- 268 feet of White Fog Line
- 532 feet of White Crosshatching

West Allen Street

- 733 feet of White Fog Line
- 2,895 square feet of White Crosshatching
- 3 White 6-foot Arrows
- 3 White 3-foot Bike Symbols
- 1 White 2-foot Handicap Symbol
- 1 Blue 2-foot Handicap Symbol

West Canal Street

- 221 feet of White Fog Line
- 596 square feet of White Crosshatching

West Center Street

- 496 feet of White Fog Line
- 537 square feet of White Crosshatching
- 5 White 6-foot Letters (“AHEAD”)
- 4 White 6-foot Arrows
- 4 White 3-foot Bike Symbols

West Spring Street

- 4 White 6-foot Letters (“ONLY”)
- 1 White 8-foot Arrow
- 1 White 12.75-foot Arrow

Winooski-Burlington Bridge

- 134 feet of White Dashed Lane Divider Lines

- 2 White 9.5-foot Arrows

Winooski Falls Way

- 65 feet of White Fog Line
- 3,290 square feet of White Crosshatching
- 15 White 6-foot Letters (“YIELD” x 3)
- 1 White 2-foot Handicap Symbol
- 10 feet of White 36-inch-wide Yield Symbol Line (Dashed Triangles)

Total Approximated Quantities

- 14,554 linear feet of White Fog Line (VTrans Item 646.201)
- 1,625 linear feet of White Dashed Lane Divider Lines (VTrans Item 646.201)
- 26,298 square feet of White Crosshatching
- 2,005 linear feet of Yellow Fog Line (VTrans Item 646.2111)
- 4,925 square feet of Yellow Crosshatching
- 27 linear feet of Yellow 12-inch-wide Speed Bump
- 65 linear feet of Yellow 24-inch-wide Speed Bump
- 102 White 6-foot Letters (VTrans Item 646.301)
- 21 White 6-foot Arrows (VTrans Item 646.301)
- 27 White 8-foot Arrows (VTrans Item 646.301)
- 12 White 9.5-foot Arrows (VTrans Item 646.301)
- 6 White 12.75-foot Arrows (VTrans Item 646.301)
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- 3 White 2-foot Handicap Symbols (VTrans Item 646.301)
- 1 Blue 2-foot Handicap Symbol (VTrans 646.301)
- 7 White 10-foot Railroad Crossing Symbols (VTrans 646.321)
- 26 linear feet of White 36-inch-wide Yield Symbol Line (Dashed Triangles)

END OF SECTION

INDEMNIFICATION, DEFEND & HOLD HARMLESS AGEEMENT

(Return this statement on company letterhead with your proposal)

KNOW ALL MEN BY THESE PRESENTS: That _____

(Contractor/Company) By and through the undersigned _____

(Individual), Its _____ (Title), respectively, agrees to indemnify and hold harmless the City of Winooski, a Vermont Municipal Corporation, 27 West Allen Street, Winooski, Vermont 05404 (hereinafter "City"), its Commissioners, Administrators, employees, attorneys, affiliates, successors and assigns from any liability, directly or indirectly from the following activity:

All contract related work in the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Commissioners, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all cost, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this indemnification, Defend and Hold Harmless Agreement exclude the sole acts and/or the sole omissions to act on the part of the City of Winooski.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2017, before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT

(Return this statement on company letterhead with your proposal)

_____ being duly sworn deposes and says:

That he/she is _____

(State official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or secure the advantage against the City of Winooski or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2017, before me, a Notary Public in and for said County.

Notary Public

My Commission Expires: