

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



Snow and Ice Removal Services for 2018 – 2019 Season
Request for Bids
Reference Number: EMR-19-01

Issued: Friday, September 14, 2018

Revised: N/A

Deadline for Submissions: 1:00 p.m., Friday, October 12, 2018

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1.0 INTRODUCTION

The City of Winooski is soliciting Bids for a contract to clear snow and ice from the Winooski High School and J.F.K. Elementary School parking lots from Fall 2018 through Spring 2019. Duties are to be carried out in the event of two inches or more of snow. The contract will be for the winter weather season beginning on October 20, 2018 and shall expire no later than May 15, 2019 unless otherwise negotiated. A full description of the scope of work, Bid submission process, and evaluation criteria, and conditions are provided herein.

The deadline for submitting Bids is **Friday, October 12, 2018 at 1:00 p.m.** Bidders are responsible for checking the City's website (www.winooski.vt.org/rfp) for additional information and addenda. Bids received after the deadline will not be considered.

Questions may be directed to the City Representatives for this project:

- Joe Shaw, Deputy Director of Public Works; (802) 316-1303 / jjshaw@winooski.vt.org
- Ryan Lambert, City Engineer; (802) 734-0022 / rlambert@winooski.vt.org

2.0 SCOPE OF WORK

The City of Winooski proposes to enter into an agreement with a Contractor to provide comprehensive snow and ice clearing services according to the following scope of work.

2.1 Site Location and Limits

Snow clearing services are requested for parking lots and associated areas at the Winooski High School / J.F.K. Elementary, at 80 and 70 Normand Street, Winooski, Vermont 05404. In addition to parking lots, this site includes clearing Normand Street, and the access road north and east of the school building. Note that the small parking lot south of the elementary school is accessible via George Street.

Refer to Appendix A for a site location plan that delineates approximate limits of snow and ice clearing responsibilities. The Contractor shall completely clear snow and ice from within the delineated areas, including back-dragging snow and ice away from areas adjacent to building egresses and walkways. Clearing of sidewalks, driveways, roadways and walkways outside the indicated areas is excluded from this scope of work (City staff will clear these surfaces).

Bidders are encouraged to make on-site visits to understand the size and scope of the areas to be served. The Bidder must be familiar with the site and any natural features which will affect the work. Ignorance on the part of the Bidder will in no way relieve it from responsibility.

2.2 Facility Hours of Operation and Holidays

Hours of operation for the School Facilities are 7:00 a.m. to 7:00 p.m. seven days a week.

The Facility hours of operation include all holidays except Christmas Day (Tuesday, December 25, 2018) and New Year's Day (Tuesday, January 1, 2019); snow removal will not be required on these two days.

2.3 Contractor Responsibilities

Snow removal services shall include snow plowing, removal of snow, removal of ice and ice build-up, sanding and deicing as needed to maintain bare pavement as weather will permit, and ensuring proper and safe access to the parking lots and associated areas during normal hours of operation.

The Contractor shall supply all materials, equipment, labor, and transportation necessary to provide snow and ice removal services and associated work (e.g. pretreatment, deicing and sand spreading) at sites described in Section 2.1. Vehicles and equipment shall have rubber tires or rubber tracks; vehicles or equipment mounted on steel tracks shall not be permitted to perform this work.

All equipment supplied and used by the Contractor shall be:

- In proper mechanical condition;
- Fully equipped as required for efficient operation;
- Properly registered and insured in accordance with Vermont State laws; and
- Equipped with accessories as required to meet the existing traffic conditions.

The Contractor shall furnish capable licensed drivers in sufficient numbers to operate the equipment efficiently. The Contractor shall furnish additional drivers to relieve the regular drivers when extended periods of work require such relief.

The Contractor shall move all snow cleared from parking lots and associated areas to designated stockpiling areas. Appendix A delineates the approximate locations of designated snow stockpiling areas. The Contractor will not be permitted to move snow to areas other than the stockpiles indicated herein; back-dragging or other methods may be needed to move snow away from sidewalks and building egresses and walkways. Hauling snow from stockpiled areas is excluded from this scope of work (Public Works will be responsible for clearing stockpiled snow).

The Contractor's primary point of contact during the contract duration will be the Director of Public Works or a designee appointed by the Director. The Contractor shall be reachable by phone twenty-four (24) hours a day, seven (7) days a week during the term of this contract, and shall be readily available and responsive in advance of and during winter weather events that meet the snow event trigger described in Section 2.5.

The Contractor shall conduct this work to interfere as little as possible with City business. The Contractor shall, at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

2.4 Before First Snow

The Contractor shall identify areas or fixtures (e.g. curbing, shrubs, manholes, pedestals) that may be susceptible to damage if concealed by snowfall. Prior to the first snowfall, the contractor shall clearly mark out susceptible areas to avoid the possibility of damaging property during plowing and clearing of snow and ice.

2.5 Snow Event Trigger and Schedule

The Contractor is responsible for continuously monitoring weather and site conditions, and for performing the work as needed, during the full contract duration; nights, weekends and holidays are NOT excluded except as noted herein.

The Contractor shall begin snow and ice clearing within one (1) hour after either:

- A. The accumulation of snow or ice that is greater than two (2) inches; or
- B. Being notified by the City of unsafe conditions caused by winter precipitation (e.g. wintry mix, sleet, freezing rain) that accumulates less than two (2) inches.

If a daytime winter storm occurs, i.e., a storm that occurs during the hours of operation indicated in Section 2.2, the Contractor must perform snow and ice removal services promptly after accumulation reaches two (2) inches and removal shall continue after each additional two (2) inches of accumulation.

If an evening winter storm occurs, i.e. a storm that occurs outside the hours of operation indicated in Section 2.2, snow and ice removal services must be completely performed by the Contractor approximately one (1) hour before the Facility opens.

If winter weather causes the Facility to close during normal hours of operation, the Contractor responsible for these areas shall perform snow and ice clearing services in the same manner required for an evening winter storm, regardless of the time of day that the storm occurs. The Contractor shall maintain regular communication with the Director of Public Works or appointed designee before and during all winter storm events to determine whether the schools become closed during normal hours of operation and when the schools will reopen.

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. Failure to perform the work in the time specified may result in termination of contract and forfeiture of Contractor's wages.

2.6 Deicing, Sand Spreading and Pretreating

Deicing and sand spreading shall be performed at the discretion of the Contractor, as needed to maintain bare pavement and limit icy conditions as weather will permit. The Contractor shall have sifting and spreading equipment necessary to avoid spreading large clumps.

Application of sand and deicing materials shall generally be limited to once per twenty-four (24) hour period; in the event of sustained snowfall or winter weather, the Contractor may increase the frequency of applying sand and deicing materials to once every eight (8) hours. The Contractor shall be required to monitor conditions regardless of these restrictions, and must contact the Director of Public Works or appointed designee to request permission to perform additional deicing services if they feel conditions warrant it.

Pretreating is not a requirement for this scope of work, and liquid-based pretreating will not be allowed at any site. If Bidders prefer to pretreat surfaces before winter storm events begin (such as by spreading salt), the Bidder should indicate as such in their Bid and include a description of the pretreating. The selected Contractor will be required to request permission from the Director of Public Works or appointed designee for permission to pretreat surfaces.

2.7 Contract Duration

The duration of the contract for snow and ice removal services will be from October 20, 2018 through May 15, 2019 unless otherwise negotiated.

2.8 Payment

The pay structure for this contract shall be lump sum. The contract would be for payment of a single amount, independent of actual weather conditions, for snow and ice removal services, during the duration of the contract.

Payment for work performed will be made in four (4) installments:

- Invoice 1 dated November 30th, 2018, for ten (10) percent of the contract;
- Invoice 2 dated January 30th, 2019, for thirty (30) percent of the contract;
- Invoice 3 dated March 30th, 2019, for thirty (30) percent of the contract;
- Invoice 4 dated May 15th, 2019, for thirty (30) percent of the contract.

The City may withhold payment and terminate the contract if work is not performed as described in the contract documents. The City may deduct from payment any damages and other costs incurred by the City for failure of the Contractor to perform work, as described in Sections 5.14 and 5.17.

3.0 BID SUBMISSION INSTRUCTIONS

The Bid submission deadline is **Friday, October 12, 2018 at 1:00 p.m.** Bids received after the deadline will not be considered. Bidders shall meet the following requirements.

3.1 Prior to Submitting Bid

Before preparing and submitting a Bid, Bidders shall have carefully examined this RFB document and any addenda, and the Facility site. Bidders are responsible for checking the City Website (www.winooskivt.org/rfp) for additional information and addendums.

3.2 Bid Content

The Bid should also include or identify:

1. **Bidder Information:** Complete the Bidder Information form provided as Attachment A.
2. **Bid Form:** Complete the attached Bid Form provided in Attachment B. Bidders shall use the form provided and may attach additional pages as necessary.
3. **Written Statement:** Confirm in writing that the Bidder fully understands the required work, responsibilities, special provisions and general conditions. In addition, include:

- a. Exceptions: Any proposed changes or exceptions taken with regards to the project.
 - b. Deicing: A description of intended deicing and sand spreading (and pretreating if applicable), including methods and materials.
 - c. Affiliations: Identify any parent corporation, subsidiaries or affiliations, if applicable.
 - d. Subcontractor(s): The company name and address for each of Bidder's subcontractors.
 - e. References: A brief description of at least three recent contracts of similar size and scope. Indicate client contact information (name, title, address, email and phone), name and location of project, start and completion dates, and total contract price.
 - f. Disciplinary Disclosure: A written disclosure listing lawsuits and licensure disciplinary actions that the Bidder or its employees is or has been a party to in the past five years.
4. **Proof of Insurance**: A sample Certificate of Insurance in accordance with Section 5.9.
 5. **Other Forms**: Signed and notarized "Indemnification, Defend & Hold Harmless Agreement" and "Non-Collusion Affidavit" (language provided in Attachments C and D).
 6. **Signature**: Where indicated, Bids and required forms must be signed by an authorized signatory of the Bidder. Bids not meeting this criterion will not be considered.

3.3 Inquiries and Addenda

All inquiries related to these bid documents shall be directed in writing via e-mail to the City Representatives. Information obtained from any person or source other than the City Representatives may not be relied upon. Oral conversations will not affect the terms of these bid documents and may not be relied upon by any Bidder. Inquiries should be made no later than Tuesday, October 9, 2018 at 3:00 p.m.; the City reserves the right not to respond to inquiries made after this time. Inquiries and responses will be recorded and may be distributed to all Bidders at the City's discretion. Post-Bid inquiries related to the status of this document, including whether an awardee has been selected, should be directed to the City Website and not to the City Representative.

Bidders finding discrepancies or omissions in the bid documents, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representatives. If the City determines that an amendment to these bid documents is required, the City will issue an addendum on the City Website (www.winooski.vt.org/rfp) 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. Bidders are responsible for checking the City Website for additional information and addenda.

3.4 Delivery of Bid

Bids shall be received by the City before the Bid submission deadline via hand-delivery or mail. Hand-delivered and mailed Bids should be sent to City Hall at 27 West Allen Street, Winooski, Vermont 05404. Packages should be in a sealed and opaque package, marked on the outside with the Bidder's name and "Winooski Snow Removal".

Submitted Bids may be revised by written amendment submitted by hand-delivery or mail, before the submission deadline. Any amendment must be signed by an authorized signatory of the Bidder.

4.0 EVALUATION AND SELECTION PROCESS

4.1 Bid Opening

The City will not review Bids until after the Bid submission deadline; immediately after the submission deadline, the City will hold a public bid opening at City Hall, and will announce the Bidders and total base bids of all Bids received. Once the City has opened and reviewed all Bids, copies of Bid Forms may be made available to the public via email upon written request.

4.2 Bid Evaluation

The City will review, compare and evaluate all Bids and each Bidder's strength and ability to provide the requested services to determine the Bid which is most advantageous to the City. The City may request clarifications or additional information from a Bidder. Bids that are incomplete or do not include all requested information may be removed from consideration.

The City will evaluate Bids using, but not limited to, the following criteria:

- **Meets RFB Submission Requirements:** The City will give preference to Bidders who follow all instructions outlined in Section 3.0.
- **Price:** The City will consider the Bids in terms of price, accuracy, completeness, value, local market and substantiated industry standards.
- **Experience:** The City will check the Bidder's references and will consider the Bidder's experience in undertaking similar projects in type, scope and budget.
- **Financial Ability and Resources:** The City will consider the Bidder's organization's financial ability and resources to carry out the project.

The City anticipates concluding the evaluation within seven (7) days after the Bid submission deadline.

4.3 Bid Selection

The City reserves the right to select any Bid that best meets the City's goals and objectives, needs, budget constraints and quality levels, as well as its service level expectations. The City may select a preferred Bidder and choose to enter negotiations with that Bidder. If the City enters negotiations with a Bidder, the City is not obligated to form a contract with that Bidder, and can withdraw from negotiations by providing written notice to the Bidder; the City may then choose to enter negotiations with a different bidder. At the end of the selection process, the City will notify all Bidders via email of its decision to award or not award any contracts.

5.0 GENERAL CONDITIONS

Submission of a Bid indicates the Bidder agrees to the terms, conditions and other provisions contained in this document and any other bid documents, unless the Bidder clearly and specifically presents in its Bid any exceptions to the terms, conditions and other provisions contained in the bid documents. Exceptions presented in a Bid shall not be incorporated into a contract between the City and the selected Bidder unless and until the City agrees to accept such exceptions. 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. General conditions follow.

5.1 No City Obligation

The City is under no obligation to accept any Bid submitted, or to proceed with negotiations for a contract, or to award any contract. The City reserves the right in its sole discretion to waive informalities, technicalities or irregularities contained therein; or reject any or all Bids, or cancel the competition at any time without award; thereafter, the City may issue a new invitation / request, sole source or do nothing. The City reserves the right to accept any Bid or Bids, or part of any Bid or Bids, deemed most favorable in the interest of the City.

5.2 No Contract

By submitting a Bid and participating in the process as outlined in these bid documents, Bidders 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.

5.3 Bidders' Expenses

Bidders are solely responsible for their own expenses in preparing and submitting Bids, 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 Bidder for any claims, whether for cost, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or other activity related to or arising out of these bid documents. All supporting documentation and manuals submitted with this Bid will become the property of the City unless otherwise requested by the Bidder at the time of submission.

5.4 Conflict of Interest

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

5.5 Solicitation of Commission Members

Bidders 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 Bid of any Bidder that makes such contact.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law. Bidders 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.

5.7 Compliance with Applicable Laws

All work shall conform to all applicable federal, state, county and local requirements. The contractor 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 Contractor will in no way relieve it from responsibility.

5.8 Indemnification

The Contractor(s) 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 as part of the requested services, and including acts or omissions of the City of Winooski or its officers, agents or employees in connection with said contract.

5.9 Insurance Requirements

The City will require proof of professional liability insurance with errors and omissions coverage, worker's compensation insurance, general liability and automobile insurance, in accordance with requirements and amounts stated in Attachment E of this document. The Contractor, before signing a contract and before beginning the work, shall provide the City with Certificate(s) of Insurance showing evidence of all coverages as stated in Attachment E. The City of Winooski shall be named as additional insured on all policies as directed in Attachment E.

The Contractor, before signing a contract and before beginning the work, shall provide the City with the Certificate(s) of Insurance showing evidence of all coverages required above and naming the municipality as an Additional Insured. All Certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed, or not renewed without thirty (30) days written prior notice to the municipality, except ten (10) days for non-payment of premium.

5.10 Formal Contract and City Exceptions

A formal written contract will be negotiated with the Contractor after the City selects a Bidder for the services identified herein. The 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 Bid 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 Bidder.

5.11 Sub-Contract Assignments

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. Any contract with a sub-contractor must comply with all terms and conditions included in the contract made between the City and the Contractor.

5.12 Audits

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

5.13 Independent Contractor

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.

5.14 Damages

The Contractor will be responsible for any and all damage due to snow and ice removal or failure to perform removal. If damage occurs, the Contractor will be liable for such damages. Any property damage caused by the Contractor must be repaired within ten (10) working days at the expense of the Contractor; the City reserves the right to withhold payment to the Contractor until such repairs are complete.

The Contractor shall agree to take all responsibility for the work described herein; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of their responsibility by any right of the City to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the City to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner resulting from the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was estimated or expected, or account of the weather, elements, or other causes.

5.15 Invoicing

Refer to Section 2.8 for the invoicing schedule. All invoices must include detail of work performed, dates and location of services provided, and prices. Payment will not be due until thirty (30) days after the invoice has been received by the City. Payments will be for only what has been agreed to in the contract documents. The City reserves the right to withhold payment if the work is not performed as described in the contract documents, and to terminate the contract if the Contractor fails to satisfactorily perform the work according to the specifications, terms and conditions in the contract documents. The City will not make any down payment or any payment in advance of actual work performed, nor will the City pay late fees or accrue interest for late payment.

5.16 Employee Competence

The Contractor shall agree to employ only competent people to do the work. Whenever the City notifies the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, the Contractor shall replace the worker, and shall not re-employ the worker for the work described herein, except with the consent of the City.

5.17 Failure to Perform Duties in Time

The City reserves the right to hire out or otherwise perform snow and ice removal services if the Contractor's equipment does not report ready for service within one (1) hour of the time ordered. When such work is performed, either by the City or by others, any expense incurred above the contract price shall be borne by the contractor and such additional expense shall be deducted from any money due the Contractor. Failure of the contractor to perform duties in time may result in termination of contract by the City.

5.18 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 park access and use, 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 work 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.

ATTACHMENT A – BIDDER INFORMATION

Company Name: _____

Mailing Address: _____

Contact Information (Primary Contact): _____

Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Mailing Address (If Different from Above): _____

(Date)

(Signature)

(Name and Title Printed)

ATTACHMENT B – 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, equipment and labor, and to complete all work as specified or indicated in this document for the contract price indicated in this bid and in accordance with this document. This Bid Form shall remain valid for 30 days after the submission deadline.

The completion date for the contract will be May 15, 2019 unless otherwise negotiated.

The Proposer acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____

The Bidder agrees to perform all the work described in this document for the following schedule of prices. Unqualified bids will not be accepted. The cost schedule is lump sum, to maintain each corresponding site for the total contract duration.

Area to be Maintained	Total Cost (\$)	Total Cost (\$) Written
Winooski High School / J.F.K. Elementary		

The above price shall include all equipment, labor, materials, transportation, mobilization, overhead, profit, insurance, etc. to cover the finished work called for in this document.

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or 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 _____

ATTACHMENT C – INDEMNIFICATION, DEFEND & HOLD HARMLESS AGREEMENT

(Return this statement on company letterhead with your Bid)

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 _____, 2018, before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:

ATTACHMENT D – NON-COLLUSION AFFIDAVIT

(Return this statement on company letterhead with your Bid)

_____ 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 _____, 2018, before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:

ATTACHMENT E – INSURANCE REQUIREMENTS

This insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A- in a financial size category of VII or greater, and is authorized to do work in business in Chittenden County, Vermont. 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. Should any insurance required herein 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.

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 and 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. The City of Winooski Named 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 and a copy of an Endorsement to this effect shall be supplied for each policy involved.

APPENDIX A – SITE LOCATION PLAN

Figure 1 indicates the approximate limits (in **red**) of the area described in Section 2.1 and the approximate locations of snow stockpiling (in **yellow**). Each figure is in plan view and is oriented such that North points perpendicular to the top edge of the page. Scale of the images varies, and scale shown is for reference only and may not be relied upon. Proponents are encouraged to visit the site to understand the full scope of work prior to submitting a Bid.



Figure 1: Winooski High School and J.F.K. Elementary School at 80 and 70 Normand Street