

**CONTRACT DOCUMENTS
FOR
CITY OF SOUTH BURLINGTON, VERMONT**

DEPARTMENT OF PUBLIC WORKS

**ANNUAL PAVING PROGRAM
FISCAL Year 2020**

**ASPHALT GRINDING
BITUMINOUS WEARING COURSE PLACEMENT**

MAY 2019

**INVITATION FOR BIDS FY'2020
CITY OF SOUTH BURLINGTON ANNUAL PAVING PROGRAM**

Sealed bid for the FY'2020 Paving Program for the City of South Burlington, Vermont will be received at the Public Works Department, 104 Landfill Road, South Burlington, VT 05403 until 11:00AM on Wednesday, May 15th, 2019. The Bids will be opened and read aloud at that time.

The work is described in more detail in elsewhere in the bid documents, but in summary the work involves paving related projects at eleven different locations throughout the City totaling:

- 10,639 tons of asphalt
- 10,880 square yards of cold planing
- 20,438 Linear Feet of White "Fog Line" pavement marking
- 20,438 Linear Feet of "Double Yellow" pavement marking

All work shall conform to the latest Vermont Department of Transportation Specifications for Construction. Contractors shall submit a Bid on a unit price basis for each item of Work listed on the Bid Form. The contractor should anticipate adjustments in the estimated bid quantities so the City budget limits are not exceeded.

The right is reserved to waive any informality or to reject any or all bids received and to award work to any contractor regardless of the amount of the bid.

Bid envelopes shall be clearly marked, **"PAVING BIDS"** on the front.

No late, faxed or emailed bids will be accepted.

Sincerely,

Justin Rabidoux, Public Works Director

INSTRUCTIONS TO BIDDERS – FY'20
ANNUAL CITY PAVING PROGRAM PROJECT DESCRIPTIONS

1. Scope

The City of South Burlington (City) is requesting bids from qualified contractors to perform, Cold Planing and Repaving of City roads. An optional pre-bid meeting will be held at the **DPW** Sonny Audette building at 104 Landfill Rd. at 11:00AM on Wednesday, May 8th, 2019.

2. Project Descriptions

1. All **PAVE** projects shall be given a top coat to a thickness of 1.5” of Type IV asphalt.
2. All **Cold Plane** projects cold plane the existing asphalt to a depth of 2.5”.

3. Project Schedules

1. All work shall be completed by October 1st, 2019.
2. The Contractor work week shall be Monday to Friday, 7:00am to 7:00pm. Requests for a variance from these days and hours must be submitted in writing a minimum of four weeks in advance of work to be considered.

4. General Project Specifications

- 4.1. The contractor shall be responsible for traffic control. Traffic control shall comply with the MUTCD 2009 edition. The contractor shall maintain traffic flow thru the work sites as deemed necessary by the City. Unless otherwise specified Contractor shall maintain vehicular and pedestrian access to all commercial and residential properties throughout construction. Temporary closures for specific construction operations shall be coordinated with the City and limited to during working operations, with access reestablished prior to the end of each working day. Contractor shall be responsible to install temporary fillets or ramps at travel way edges greater than 1”.
- 4.2. All paving shall conform to the VTRANS Specifications for Construction latest edition for Marshall Mix design section 406.
- 4.3. For any Class II roads State Aid Highways, asphalt will be tested as per VTRANS specifications. Test results shall be provided to the City.
- 4.4. For all streets to be overlaid, a butt joint shall be created at the beginning and end of the project with a transition length of 20”, maintaining a 1.5” overlay depth so as to maintain a smooth transition from old to new pavement. Saw cut at joint and pavement removal operations within transition zones shall be considered incidental to Overlay unit cost.

- 4.5. All recycled/reclaimed and cold planed material shall be the property of the City unless otherwise agreed upon. Contractor shall be responsible to haul and deliver material within City limit to a site as determined by the City. Contractor shall coordinate temporary stockpile of material as necessary at project site until final grading is complete. Transportation of material shall be considered incidental to Cold Plane unit cost.
- 4.6. The work schedule and traffic control plan must be approved by the City prior to the start of work.
- 4.7. If they are needed, temporary stockpile and staging areas shall be identified by the Contractor in the work schedule and agreed upon by the City prior to the start of work. Contractor shall be responsible for restoring stockpile and staging areas to their original condition.
- 4.8. Emulsified Asphalt shall be applied to all existing asphalt surfaces where new asphalt is to be installed including surface areas of Overlay and Cold Plane projects and at butt joint locations. Cost for Emulsified Asphalt shall be considered incidental to respective bid items listed on the Bid Form.
- 4.9. City shall be responsible for the lowering and raising of sewer, water and drainage structures. Pavement shall transition at catch basins at a slope of ½" over 12" on all paved sides of basin rims.
- 4.10. The City is responsible for establishing horizontal and vertical control as necessary for each project.
- 4.11. Gutter line shall be held at curb line at driveways and shall maintain uniform pitch to catch basins.
- 4.12. The City shall supply parking signage for Contractor to install.
- 4.13. Contractor shall field document all driveway conditions prior to beginning work. If determined as needed by the City and Contractor, project limits shall extend 1' into the driveway aprons with a saw cut butt joint interface between new pavement and driveway.
- 4.14. Contractor shall begin work by marking project limits for City review and approval. Contractor foreperson shall verify that project lengths and quantities are in conformance with the Bid Form.
- 4.15. Contractor shall provide the name and phone number for a staff person designated as the project's contact person. This person shall be available to the City and respond to inquiries in a reasonable time manner and shall have the authority to make all decisions on behalf of the Contractor.

5. **Basis of Bid and Payment**

- 5.1. The contractor shall submit a bid on the enclosed Bid Proposal sheet. The contractor will guarantee the unit price for the fiscal year: The City reserves the right to increase or decrease the amount of any item of work listed.
- 5.2. The contract will be awarded based on the lowest responsible **Total Bid** written on the Bid Proposal sheet.
- 5.3. Contractor shall be paid based on the measured quantity of each Bid Form item. Contractor's invoices shall withhold 10% of each item's value until all punch list items are complete and City has made final acceptance for that item of work.

- 5.4 Upon notice from the Contractor of presumptive completion of the project, the foreperson will arrange a date for inspection of the work. If all construction provided for and contemplated by the Contract is found to be completed, the Contractor will be informed in writing immediately following the inspection that the Acceptance Date is the date of the inspection of the project; should any of the work be found unsatisfactory or incomplete, instructions for corrective action will be issued in writing. As soon as the deficiencies have been corrected to the satisfaction of the City, notification will be made in writing to the Contractor establishing the Acceptance Date, after which time the remaining 10% withholding can be billed and paid.
- 5.5 Contractor is responsible to perform all subsidiary work (e.g. Dust Control, Traffic Control, EPSC ...) as defined in contract documents, specifications, and as necessary to complete projects. Subsidiary work shall be considered included in Base Bid Items as identified on the Bid Form.

6. Contract Requirements

- 6.1. This invitation for Bids, Bid Proposal form and a written Notice of Award and Authorization to Proceed shall be the basis of bid award and the contract between the City of South Burlington and the contractor.
- 6.2. The contractor shall perform and complete in a good and workmanlike manner all work required in connection with these projects. The City of South Burlington may terminate this contract at its sole discretion for failure to complete the work in a satisfactory or workmanlike manner and/or failure to comply with instructions from the City.
- 6.3. The contractor is responsible for compliance with all applicable State and Federal wage and labor laws.
- 6.4. The contractor shall maintain Insurance to conform to the VTRANS Standard Specifications for Construction, 2011, Section 103.04. ***Include Proof of Liability Insurance with the bid.***
- 6.5. Discrepancies/adjustments in the quantities shown on the Bid Form shall be brought to the immediate attention of the City. The Contractor will not receive payment for material purchased or placed beyond the listed values without first receiving written consent from the City to proceed.
- 6.6. Warranty: The contractor shall warranty materials and workmanship for a period of one (1) year from the date of completion. Defects and associated repair shall be reviewed with the City prior to the remedial work. The contractor shall complete all remedial work at no additional cost to the City.
- 6.7. **BID Security**
- 6.7.1 The CONTRACTOR will furnish bonds covering the faithful performance of the CONTRACT and the payment of all obligations arising there under. Should the BIDDER refuse to enter into such CONTRACT or fail to furnish such bonds, the amount of the bid security shall be forfeited to the OWNER as liquidated damages, not as a penalty. The amount of the bid

security shall not be forfeited to the OWNER in the event the OWNER fails to comply.

6.7.2 If a surety bond is provided in lieu of a certified check, it shall be written on the BID form provided in the AGREEMENT; and the attorney who executes the bond on behalf of the surety shall affix a certified and current copy of his or her power of attorney.

6.7.3 The OWNER will have the right to retain the bid security of BIDDERS to whom an award is being considered until either A) the CONTRACT has been executed and bonds, if required, have been furnished; B) the specified time has elapsed so that BIDS may be withdrawn; or C) all BIDS have been rejected.

7. Bid Submittals

7.1. All contractors shall respond to this request on the enclosed City of South Burlington Bid Proposal form.

7.2. Late, faxed and emailed bids will *not* be accepted. Any questions regarding this Invitation to Bid should be directed to **Justin Rabidoux, Director of Public Works at (802) 658-7961 or jrabadoux@sburl.com.**

7.3. Questions for clarification will be received until May 10th, 2019 at 3:00pm.

8.0. Asphalt Price Adjustment

8.1. This specification contains price adjustment provisions for asphalt cement used in the production of bituminous concrete pavement. The price adjustment is compensation to the contractor or payment to the City depending on the increase or decrease in the average price of the asphalt cement during the project.

8.2. It is understood that by the contractor that a price adjustment increase may require the City to decrease the quantities of the pay items in this contract in order stay within budget.

8.3. The contractor hereby agrees that its bid prices for this contract include no allowances for any contingencies to cover increased costs for which adjustment is provided herein.

8.4. The contract index price (IP) will be the most recent index price set by the Vermont Agency of Transportation at the time of **Bid Opening.**

8.5. The posted price (PP) for a ton of asphalt cement will be set monthly by the Vermont Agency of Transportation. The contract posted price will be determined by the individual roadway as the price in the month that paving begins on that roadway.

8.6. A price adjustment will be paid or credited for asphalt cement only when Posted Price of asphalt cement increases or decreases over its respective Index Price. This price adjustment will be paid only if the variance from the Index Price is 5% or more for a monthly period. The complete adjustment will be paid with no deduction of the 5% from either upward or downward adjustments.

8.7. The contractor will provide from the supplier the total actual asphalt

cement added (tons) per roadway (QAC) based on batch tickets, excluding any percent of asphalt cement from recycled Asphalt Pavement.

- 8.8. The price adjustment shall be calculated for the individual roadways and credited or debited on the final closeout invoice.
- 8.9. The price adjustment to be paid shall be calculated as follows:
 $PA = [QAC \times (PP - IP)]$.

9.0. Dust Control/EPSC

- 9.1. Contractor shall be responsible for dust control on streets that have been recycled/reclaimed while the prepared street is awaiting paving. Dust control shall be provided in accordance with VTrans Specification 609 Dust and Ice Control.
- 9.2. Contractor shall follow Erosion Protection and Sediment Control procedures in accordance with City, State and Federal Standards with particular care to avoid loss of material from project site during storm events.

AGREEMENT

THIS AGREEMENT, is made this ___ day of ____, 2019, by and between City of South Burlington, hereinafter called the "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **City of South Burlington Annual Paving Program Fiscal Year 2020** as described in the CONTRACT DOCUMENTS.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, traffic control measurements, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED and will complete the same by _____, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes each and every one of the following, in their individual entireties:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INSTRUCTIONS TO BIDDERS
 - (C) BID FORM
 - (D) NOTICE OF AWARD
 - (E) AGREEMENT
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND
 - (H) NOTICE TO PROCEED
 - (I) VTRANS GENERAL SPECIAL PROVISIONS FOR ALL PROJECTS – 2011 STANDARD SPECIFICATIONS
 - (J) ADDENDA:
No. __, dated _____.
No. __, dated _____.
No. __, dated _____.
No. __, dated _____.
6. The OWNER will pay to the CONTRACTOR promptly such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs,

executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF SOUTH BURLINGTON

Name Kevin Dorn

Signature _____

Title: City Manager

(SEAL)

Attest _____

Name _____

(Please Type)

Title _____

CONTRACTOR:

Firm _____

Name and Title _____

Signature _____

Address _____

(SEAL)

Attest: _____

Name: _____

(Please Type)

Title _____

CITY OF SOUTH BURLINGTON ANNUAL PAVING PROGRAM

FY'20 – Bid Form- Annual City Paving Program

Reply: Justin Rabidoux, Director of Public Works, 104 Landfill Road, South Burlington, VT 05403

Bid Opening: Public Works Facility Conference Room, 104 Landfill Road

Questions: Justin Rabidoux, Director of Public Works, (802) 658-7961, jrabadoux@sburl.com

Submission Deadline: May 15th, at 11:00 AM at the Public Works Facility

1.1 Airport Parkway: White ST to Kirby RD	Quantity (sy)	Unit Price (\$)	Cost (\$)
Mill 2.50"	7,700		

1.2 Airport Parkway: White ST to Kirby RD	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	780		

1.3 Airport Parkway: White St to Kirby RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Fog	2,100		

1.4 Airport Parkway: White St to Kirby RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Double Yellow	2,100		

2.1 Brookwood: Dorset ST to Oakwood DR	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	382		

3.1 Central Avenue: Queen City Park RD to Red Rocks Park	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	137		

3.2 Central Avenue: Red Rocks Park to Lyons Ave	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	225		

3.3 Central Avenue: Lyons Ave to End	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	420		

4.1 Dean Street: Hinesburg Rd to End	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	155		

5.1 Dorset Street: Foulsham Hollow to Town Line	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5"	3,540		

5.2 Dorset Street: Foulsham Hollow to City Line	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Fog	9,550		

5.3 Dorset Street: Foulsham Hollow to Town Line	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Duoble Yellow	9,550		

6.1 Harborview: Shelburne RD to Bay Court	Quantity (sy)	Unit Price (\$)	Cost (\$)
Mill curb lines	2,033		

6.2 Harborview: Shelburne RD to Bay Court	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	1,085		

6.3 Harborview: Shelburne RD to Bay Court	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line striping: Fog	3,050		

6.4 Harborview: Shelburne RD to Bay Court	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Double Yellow	3,050		

7.1 Oakwood Drive: Entire Street	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	465		

8.1 Patchen Road: White St to Williston RD	Quantity (sy)	Unit Price (\$)	Cost (\$)
Mill 2.5"	1,150		

8.2 Patchen Road: White St to Williston RD	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	120		

8.3 Patchen Road: White St to Williston RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Fog	350		

8.4 Patchen Road: White St to Williston RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Double Yellow	350		

8.5 Patchen Road: I-89 Bridge to City Line	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.50" TYPE IV	295		

8.6 Patchen Road: I-89 Bridge to City Line	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Fog	820		

8.7 Patchen Road: I-89 Bridge to City Line	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Double Yellow	820		

9.1 Sherry Road: Brookwood Dr to Aspen Dr	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	390		

10.1 Spear Street: Jug Handle to Quarry Hill RD	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5" TYPE IV	1,785		

10.2 Spear Street: Jug Handle to Quarry Hill RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Fog	4,590		

10.3 Spear Street: Jug Handle to Quarry Hill RD	Quantity (lin ft)	Unit Price (\$)	Cost (\$)
Line Striping: Double Yellow	4,590		

11.1 Timber Lane: Kennedy Dr to Twin Oaks Terrace	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5"TYPE IV	295		

12.1 West Twin Oaks Terrace: Twin Oaks to Grandview	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5"TYPE IV	195		

13.1 Woodcrest Street: Hinesburg RD to Dean Street	Quantity (tons)	Unit Price (\$)	Cost (\$)
Pave 1.5"TYPE IV	370		

Total Bid (\$) for items 1.1 through 13.1, inclusive of all taxes & fees: _____

Total Written Bid:

(Basis of award will be total written bid)

Name of

Bidder/Firm: _____

Contact Person: _____

Phone/Fax _____

Authorized

Signature: _____

(I, the above signed, certify that I have read and understood the request and bid proposal form. I further certify that there has been No collusion with other bidders/service providers with regard to this bid proposal)

List of Subcontractors (if any): _____

General Information

Use of the Bid Proposal form is required. Bids must clearly address each unit item listed, no assumptions will be made. Bids must include all labor/materials, as well as all other applicable costs. Incomplete bid schedules may be a basis for rejection. This invitation for Bids, Bid Proposal Form and a written notice of award and authorization to proceed shall be the basis of bid award and contract between the City of South Burlington and the contractor.

Acknowledgement of Addendum #1 (if necessary)

Acknowledgement of Addendum #2 (if necessary)

Performance Bond

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of South Burlington
(Name of Owner)

575 Dorset Street, South Burlington, Vermont 05403
(Address of Owner)

hereinafter called OWNER, and the in the aggregate penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

The City of South Burlington – Annual Paving Program Fiscal Year 2020

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include and alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__.

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

Address: _____

ATTEST:

Witness as to Surety

Address: _____

Principal

By: _____(s)

Address: _____

Surety

By: _____
Attorney-in-Fact

Address: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the PROJECT is located.

Payment Bond

KNOW ALL MEN OR WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of South Burlington
(Name of Owner)

575 Dorset Street, South Burlington, Vermont 05403
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2019____, a copy of which is hereto attached and made a part hereof for the construction of:

The City of South Burlington – Annual Paving Program Fiscal Year 2020

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUB-CONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the list of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan. Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the ___ day of _____ 20____.

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

Address: _____

ATTEST:

Witness as to Surety

Address: _____

Principal

By: _____(s)

Address: _____

Surety

By: _____

Attorney-in-Fact

Address: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

To: _____

PROJECT Description: **Annual City Paving Program for Fiscal Year 2020**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids, dated _____.

You are hereby notified that your BID has been accepted for all items, in the amount of \$_____.

You are required to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance, within five (5) business days from the date of this Notice to you.

If you fail to execute said Agreement and do not furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2019.

By: Kevin Dorn _____

Signature: _____

Title: City Manager _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD for the project is hereby acknowledged.

By: _____ Date: _____

Title: _____



southburlington
PUBLIC WORKS

NOTICE TO PROCEED

To: _____
Date: _____
Contractor

Project: **City of South Burlington – Annual Paving Program Fiscal Year 2020**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, and you are to complete the WORK within 190__ consecutive calendar days, thereafter. The date of completion of all WORK is therefore _____.

Owner: City of South Burlington

Name: Kevin Dorn

Title: City Manager

Signature: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged.

Contractor: _____

Name: _____

Title: _____

Signature: _____

Date: _____