

Town of Westminster

Ben Masure, Highway Foreman

P.O. Box 147 Westminster, VT 05158
802-722-4349 highways@westminstervt.org

Request for Paving Bids

(Released March 24, 2025; Bids Due April 14, 2025 @ 2:00pm)

PROPOSAL OF _____ (hereinafter called

“BIDDER”), organized and existing under the laws of the State of _____,

doing business as _____.

The **Town of Westminster**, VT is accepting bids from Paving Contractors for Paving work. The project includes milling, shimming and overlays as well as structure adjustment where necessary. BIDDER hereby proposes to perform all work in accordance with the attached Scope of Work and General Construction Notes and Requirements at the prices stated below.

SCOPE OF WORK

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Asphalt Milling	27,896	SY	\$	\$
2	Asphalt Pavement	1,590	TON	\$	\$
3	Asphalt Adjustment Factor Allowance	1	ALL	\$ 4,000	\$ 4,000
4	Density Pay Factor	1	ALL	\$ 1	\$ 1
	TOTAL				\$

NOTE: Refer to the attached description of items for further detail of pay items.

LS=Lump Sum, LF=Linear Foot, EA=Each, SF=Square Foot, SY=Square Yard,

CY=Cubic Yard, LU=Lump Unit, TON= English tons, HR=Hour, ALL = Allowance

NOTE 1: Final payments will be based on the actual work completed per the unit costs. The Town may opt to add additional paving at the contractor's unit bid prices with mutual contractor consent.

BIDDER hereby agrees to complete the paving of Back Westminster Road and Interstate 91 Access Ramp on the attached paving list under the contract between July 1, 2025 and September 1, 2025. In the event the work is not completed by September 1, 2025, BIDDER agrees to pay as liquidated damages, the sum of five hundred (\$500.00) dollars for each consecutive calendar day until work is complete, unless such delay is caused by the actions or inactions of the Town, or conditions reasonably determined to be out of the control of the Chosen Contractor.

SITE VISIT: A site visit will not be held, however the TOWN encourages the bidders to view the locations of the proposed work detailed herein.

By submission of the Bid, BIDDER certifies that bid has been arrived at independently, without consultation, commitment or agreement as to any matter relating to Bid with any other BIDDER or with any competition.

BID DUE DATE: Sealed bids, clearly marked “**Westminster Paving Bids**” on the envelope, must be received no later than **due date/time** at the following address:

Town of Westminster
Attn: Lou Bordeaux, Town Manager
3651 U.S. Route 5
Westminster, VT 05158

Note: UPS and FEDEX deliveries shall be confirmed by the contractor. Unsealed, late, emailed, or faxed Bids will not be accepted. The bid is anticipated to be awarded by the Town Select Board within subsequent two selectboard meetings (4/22/25 or 5/13/25). Bids shall be opened publicly at the Town Office at the due date/time and are expected to be awarded by the Town Selectboard at one of those two meetings.

_____ (Signature of Bidder & Date)	_____ (Title of Bidder)
_____ (Contractor)	_____ (Street/P.O. Box)
_____ (Town, State, Zip)	_____ (Phone # / fax#)

Competent Contract Supervisor: _____ years exp.____

Contractor shall list below the successful completion of similar projects:

- 1. _____
- 2. _____
- 3. _____

NOTE: Only submit Pages 1-2. Late bids will not be accepted.

Questions about this Request for Bid should be directed solely to Ben Masure, Road Foreman (highways@westminstervt.org) or phone #802-376-0966. The cutoff date for contractor questions shall be 2:00pm on Thursday, April 10, 2025. The TOWN shall issue an Addendum if necessary, by 2:00pm on Friday, April 11, 2025. Attachments to this Request for Bids: Site location maps.

Scope of Work/Description of pay Items

<u>Item#</u>	<u>Description of work</u>
1	<p>Asphalt Milling: The attached list of Paving Projects 2025 shows Back Westminister Road and Interstate 91 Access Ramp being milled to a depth of 1", unless otherwise instructed in the field (ie: ¾", however it will not be larger than 1"). This work shall include the following:</p> <ul style="list-style-type: none"> • Milling • Town of Westminister would like to keep and haul the millings • Sweeping • Signs & Traffic control <p>TOTAL: 27,896 SY USE: 27,896 SY</p>
2	<p>Asphalt Pavement (overlay or shim): The road shall be swept clean prior to paving. Flagging shall be included as part of the paving cost. A tack coat of RS-1 emulsion shall be applied at the rate of 0.02 to 0.03 gallons/SY prior to the shim work or overlay onto existing pavement. The contractor shall use an application rate of 0.01 to 0.02 gallons/SY prior to installation of the top over a shim completed the same day, if applicable. The pavement shall be VT Type IV (1/2") Superpave Mix (65 gyration). See attached calculation sheet.</p> <p>Total TONS: 1,590 TON USE 1,590 TON</p>
3	<p>Asphalt Adjustment Factor: An allowance of \$4,000 has been carried for this line item. This line item signifies that an asphalt adjustment will be paid for the difference in asphalt prices as posted by the State of Vermont between the February, 2025 posting of \$598/ton and the date(s) of paving. The \$4,000 is only an allowance the town is carrying in the event the asphalt price is more than \$598/ton. If the asphalt price is less than \$598/ton the month it is installed than it will be a deduction to the Town.</p>
4	<p>Density Pay Factor: The \$1 amount is to signify that this line item pertains to this contract. The Town at their discretion may complete cores on the top pavement. Payment will be based on the compaction results as paid by the rates listed in Table 406.14A in the Additional Specifications below.</p>

Technical Requirements

This bid is intended for construction by a Contractor with prior paving experience. The Chosen Contractor may be required to provide references demonstrating successful completion of similar work. The Chosen Contractor may be required to demonstrate that he or she consistently performs work using the highest quality of workmanship. The Chosen Contractor may be required to demonstrate that he or she owns or has access to the equipment required to perform this work.

The Town reserves the right to add or subtract from this scope of work at its sole discretion. Bidder has responsibility to confirm all measurements and/or estimated quantities PRIOR to bidding. Bidder acknowledges that all prices include mobilization, tack coat emulsion, traffic control, compaction testing, cold joint milling and any and all incidental materials, tools, equipment and manpower not specifically outlined herein that may be required to complete the project.

The Town reserves the right to schedule paving and milling (as necessary) on selected streets at its convenience provided adequate notice to the contractor is provided.

1. NOTE: VTRANS Specifications for construction shall apply to all work (not attached).
2. The Contractor must use the most current Vtrans approved mix design for the Type II-50 Blow Marshall Bituminous Concrete Pavement.
3. The plant producing the bituminous concrete pavement shall have a current certification by the VTRANS Construction & Materials Lab a minimum of 72 hours prior to producing mix for the specified project(s).
4. The Contractor must provide compaction equipment and operators capable of attaining a compacted density of at least 92.5% and 96.5% of the mix's maximum specific gravity.

TABLE 406.14A – DENSITY PAY FACTORS AVERAGE DENSITY PAY FACTOR, PF(d)

90.5% - 90.9%	- 0.050
91.0% - 91.4%	- 0.0375
91.5% - 91.9%	- 0.0250
92.0% - 92.4%	- 0.0125
92.5% - 93.4%	0.000
93.4% - 95.4%	0.000
95.5% - 96.5%	0.000
96.6% - 97.0%	- 0.0125
97.1% - 97.4%	- 0.0250
97.5% - 98.0%	- 0.0375
98.1% - 98.5%	- 0.050

For material with an average density that is less than 90.5% or in excess of 98.5%, the TOWN will evaluate whether the material will be removed and replaced by the Contractor at no expense to the Agency or a greater penalty imposed

5. The Contractor will supply RS-1 or RS-1H Emulsion and distributor meeting sections 404.04 to 404.06 of 2011 Spec book for applying emulsion at a minimum rate of 0.020 to 0.03 gal/SY. Emulsion is to be applied to all surfaces in contact with the new bituminous concrete pavement (BCP). Cold longitudinal joints shall receive a double application of emulsion. Tack wagons not capable of applying a continuous uniform application at the specified rate of tack in a single pass will be removed from the project if the issue cannot be corrected. Emulsion shall be considered incidental to the work required for this contract and as such shall not be priced out separately but instead be included in the unit price of asphalt to be placed.
6. The Contractor will provide equipment, operator and laborers necessary to cold plane 5 foot (minimum) tapers at project beginning and end limits and 3' on the side streets, beginning and end approaches to bridges, side road tapers, to attain curb reveal, etc.
7. The Contractor shall be responsible for all cleaning of the road surfaces prior to paving.
8. The cleaning of haul units and paving equipment on the surface to be paved shall not be allowed. The contractor is responsible for locating on or off project sites for this activity. All waste material generated from this activity shall be removed from the project within 48 hours upon completion of the project at the sole expense of the contractor.

9. The Contractor is expected to work within the Town right-of-way. Any cost associated with the contractor's desire to obtain clearances to work outside the existing right-of-way will be at the sole expense of the contractor.
10. Damage by the contractor to Town and/or personal property, or utilities during construction will be repaired by the contractor to pre-construction condition and will be at the sole expense of the contractor.
11. The Contractor is required to provide traffic control for the duration of the project.
12. The Contractor is responsible for contacting Dig Safe prior to any excavation.
13. The contractor shall maintain temporary crosswalk markings throughout the duration of the project, which may be reflective paint or tape.
14. The project shall be conducted so that the original road profile is maintained.
15. All work performed by the Chosen Contractor shall comply with all federal, state, and local regulations and requirements. The Chosen Contractor shall review and understand all applicable environmental permits and ensure that all construction conditions are met.
16. The Chosen Contractor is responsible for maintaining access to all driveways during construction. The Contractor shall provide Traffic Control acceptable to the Town, including any required barricades, signs, and labor. All signs shall be reflective and conform to MUTCD standards.

OTHER PROVISIONS

Coordination

1. A pre-Project Conference will be held with the Contractor on a date following the awarding of the contract.
2. The Contractor shall submit to the Town's Highway Supervisor for his approval, a proposed Schedule of Operations, before any work is started.
3. It shall be the contractor's responsibility to comply with OSHA and VOSHA requirements, maintain a safe job site, and protect the safety of the job, pedestrians and travelling public.
4. The work shall be subject to the inspection, supervision and direction of the Town's Highway Supervisor. The Contractor shall comply with any directives or orders from the Highway Supervisor or the Municipal Manager.

DISPUTES/ARBITRATION:

Any controversy arising out of or relating to this agreement or breach thereof shall be settled solely by binding arbitration with a single arbitrator pursuant to the rules of commercial arbitration of the American Arbitration Association. The parties shall mutually agree upon a single arbitrator. The arbitrator shall be empowered to decide any and all issues. The place of arbitration shall, if not mutually agreed, be **Westminster**, Vermont. Either party may invoke arbitration. The method to invoke arbitration shall be a written demand mailed or otherwise served on the opposing party. The arbitration shall be held as soon as is reasonably practicable after demand is mailed or otherwise served. In the event the parties are unable to agree upon a single arbitrator either party may petition Windsor Superior Court to appoint an arbitrator. The Contractor and Town shall sign the following Agreement:

ACKNOWLEDGMENT OF ARBITRATION:

We understand that this agreement between the Town of Westminster and the winning bidder contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator."

SPECIAL PROVISIONS:

1. Hours of Construction Activity – Work on this project is restricted to a normal 5-day week commencing after 6:30 AM and ending at no later than 9:00 PM, with prime contractor and all subcontractors working on the same shift. Extended workdays and weekend work may be permitted, subject to authorization by the Town's authorized representative.

CONTROL OF WORK AND MATERIALS:

1. Correction of defective work – The Contractor shall promptly remove from the premises all work condemned by the Town as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

CONTRACTOR'S LIABILITY INSURANCE:

1. The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - Claims under Worker's Compensation disability benefit and other similar employee benefit acts;
 - Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;
 - Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
 - Claims for damage because of injury to or destruction of tangible property, including loss of use resulting there from.
2. The insurance required by the above sub-paragraph shall be written for not less than the following minimum limits of liability:
 - Worker's Compensation: Statutory (\$500,000/\$500,000/\$500,000)
 - Comprehensive General Liability:
 - Bodily Injury: \$1,000,000/\$1,000,000 (Each Person/Each Occurrence)
 - Property Damage: \$100,000/\$300,000 (Each Occurrence/Aggregate)
 - Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000/\$1,000,000 (Each Person/Each Occurrence)
 - Property Damage: \$100,000 (Each Occurrence)
 - Pollution Liability \$1,000,000 (Aggregate)
3. Prior to commencing work, Contractor shall provide the Town with a Certificate of Insurance and amendatory endorsement naming the Town as an Additional Insured on the liability coverages.

PREPARATIONS OF BIDS/PROPOSALS:

1. Bids/Proposals shall be prepared and submitted on the forms provided and must be signed by the Bidder or their authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.
2. Submittals must be typewritten or printed in ink, and must be mailed or delivered in person. Bids/Proposals that are faxed or emailed will not be accepted.
3. Bidder must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid.
4. Any questions or inquiries must be submitted in writing, and must be received by the Town no less than five (5) calendar days before the solicitation due date to be considered. Any changes to the solicitation will be provided to all bidders of record.
5. Bids/Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Bidder/Proposer in preparing their proposal shall not constitute a right to withdraw a bid/proposal subsequent to the proposal opening.
6. Bids/Proposals shall be submitted prior to the time fixed in this solicitation. Bids/Proposals received after the time so indicated shall be returned unopened.
7. This solicitation does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this solicitation or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all bids/proposals received as a result of this solicitation, or to cancel in part or in its entirety this solicitation, if it is in the best interest of the Town to do so. The Town reserves the right to cancel the award without liability to the bidder/proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

PROPOSAL EVALUATION:

The Town reserves the right:

- (1) to accept or reject any or all Bids in whole or in part and to accept other than the lowest price proposal;
- (2) to amend, modify, or withdraw this Request for Bids;
- (3) to require supplemental statements or information from bidders;
- (4) to extend the deadline for responses to this Request for Bids;
- (5) to waive or correct any irregularities in Bids received;
- (6) to negotiate separately with one or more competing bidders; and
- (7) to award the bid deemed in the best interest of the Town.

All bids, upon submission, become the property of the Town.

A bid/proposal may be rejected, if the Proposer:

1. Fails to adhere to one or more of the provisions established in the proposal.
2. Fails to submit its bid/proposal at the time or in the format specified herein or to supply the minimum information requested herein.
3. Fails to meet any minimum evaluation criteria specified in this solicitation.
4. Fails to submit its bid/proposal to the required address on or before the deadline date established by the Town.
5. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.

6. Fails to submit its cost on the enclosed bid form.
7. Refuses a reasonable request for an interview.
8. Refuses to provide clarification requested by the Town.

PROPOSAL RESULTS:

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Please send your request in writing or send an email to highways@westminstervt.org to receive sealed bid results after the public opening.

AWARD OF CONTRACT:

It is the policy of the Town that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective Contractor must have attended the pre-bid meeting indicated earlier in this solicitation, and meet the following standards as they relate to this request: Please provide an overview of the following:

1. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
2. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
3. Be able to comply with the proposed or required time of completion or performance schedule;
4. Have a demonstrated satisfactory record of performance.
5. Adhere to the specifications of this solicitation and provide all documentation required herein.

The contract will be awarded to a responsive & responsible bidder based on the cost of services, qualifications and experience of the bidder, the quality of the equipment/product/materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

MODIFICATIONS AFTER AWARD:

The Town reserves the right to incorporate minor changes/modifications, which may be required after an award has been made. The successful contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove the timing or extent of the modifications implies major effort on its part. Modifications will be requested based on improvements to services that might be needed after the award of this Bid with reasonable accommodations being made with approval from both the Town and the Contractor.

CONTRACT:

1. Any contractual agreement between the Town and the Contractor shall consist of (1) this solicitation and any amendments thereto and (2) the contractor's bid/proposal in response to the solicitation. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the Town's solicitation shall govern. The Town also reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the solicitation and the contractor's bid/proposal.
2. In all other matters not affected by written clarification, if any, the solicitation shall govern. The successful contractor is cautioned that this proposal shall be subject to

acceptance without further clarification.

3. The Town will prepare and execute the requisite contractual agreements. The successful bidder/proposer shall sign (execute) the necessary contractual agreements and return same to the Town within ten (10) calendar days from the date mailed or otherwise delivered.
4. Failure of the successful bidder/proposer to execute the contractual agreements at the date and time agreed upon by the Town and the successful bidder/proposer shall be just cause for cancellation of the award and forfeiture of all deposits, if any.
5. If at any time the Contractor fails to provide proper services during the contract period, the Town will have the option to terminate the contract at any time without notice. In such an event, all finished and unfinished work, services, plans, data programs and reports prepared by the contractor shall become the Town's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, the contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contractual agreements. The Town may hold payments until such time as the exact amount of damages due the Town is determined.
6. The Chosen Contractor shall be solely responsible for repairing or paying to repair any damage to private or public property sustained during and as a result of construction activities to original condition.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will not be paid and only hold up payment if they are added to a submitted invoice.

INVOICING/PAYMENT:

Unless otherwise specified, invoices will be submitted to Ben Masure, Road Foreman, Town of Westminster, PO Box 147, 3651 U.S. Route 5, Westminster, VT 05158. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment terms are net thirty (30) days from the date of the invoice. If there are multiple invoices, payment will be made upon completion and receipt of all approved invoices.

TAX:

The Town is exempt from all sales and federal excise taxes. Tax ID is 03-6003129.

GOVERNING LAW:

The Laws of the State of Vermont shall govern all contracts entered into by the Town. Any disputes, disagreements or contract issues, which cannot be settled between the Town and the Contractor, shall be resolved within the venue of the State of Vermont.

Town of Westminster - Paving Projects Summer 2025 (FY2026 Budget)											
				Base		Type IV Shim		Type IV Overlay		III & IV	Mill (SY)
Sect	Location: Westminster	Length (ft)	Ave Width	Depth (in)	TON	shim (in)	TON	overlay (in)	TON	Total TON	Reclaim (SY)
Rural Roads											
1	Back Westminster Road 1	0	0	0.00	0	0.00	0	1.00	0	0	0
2	Back Westminster Road 2	0	0	0.00	0	0.00	0	0.00	0	0	0
3	Back Westminster Road 3	0	0	0.00	0	0.00	0	0.00	0	0	0
4	Back Westminster Road 4	9,820	23	0.00	0	0.00	0	1.00	1429	1429	25,096
5	Interstate 91 Access Road	1,050	24	0.00	0	0.00	0	1.00	159	159	2,800
6				0.00	0	0.00	0	0.00	0	0	0
7				0.00	0	0.00	0	1.00	0	0	0
8				0.00	0	0.00	0	1.00	0	0	0
9				0.00	0	0.00	0	0.00	0	0	0
10				0.00	0	0.00	0	0.00	0	0	0
Village Roads											
11				0.00	0	0.00	0	1.00	0	0	0
12				0.00	0	0.00	0	1.00	0	0	0
13				0.00	0	0.00	0	1.00	0	0	0
14				0.00	0	0.00	0	1.00	0	0	0
15				0.00	0	0.00	0	0.00	0	0	0
16				0.00	0	0.00	0	0.00	0	0	0
		10,870		Total	0				Total	1588	27896
	Miles	2.06								Asphalt	Milling
	Tons of asphalt Calculations: Length (feet) x width (feet) x depth (inches)/(27*12) = ____ CY							Then multiply by 2.05 tons/CY = ____ TONS			

