

Contract Documents for

*Village of Essex Junction– TAP TA 16(7) Gravel Wetland  
Village of Essex Junction, VT*

VT Agency of Transportation 2018 Standard Specifications for  
Construction shall apply to this contract.

Owner:

*Village of Essex Junction, VT  
Village Office  
2 Lincoln Street  
Essex Junction, VT 05452*

*April 24, 2020*

**Bid Set No.** \_\_\_\_\_

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**INVITATION TO BID**  
**Village of Essex Junction – TAP TA 16(7) Gravel Wetland**

Sealed bids from pre-qualified contractors shall be accepted until 1:00 p.m., prevailing time on **Wednesday May 20, 2020** at **Village of Essex Jct., 2 Lincoln Street, Essex Jct., VT** for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left hand corner: Bid Documents: **Village of Essex Junction – TAP TA 16(7) Gravel Wetland**.

Each BID must be accompanied by a certified check payable to the **Village of Essex Junction** for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

**PREQUALIFICATION OF CONTRACTORS:** All bidders on this project shall be on the Agency of Transportation's prequalified list under the category listed below or shall have submitted a complete prequalification application to the Agency of Transportation, Contract Administration, a minimum of 10 working days prior to the bid opening. For information contact Jon Winter at 802-828-2643.

All bidders shall be on the current VTRANS Contract Administration pre-qualified list "Contractors List of **Curb and Sidewalk; Drainage (Culverts and Underdrains); Landscaping** Category".

Bids submitted by bidders that exceed their Maximum Dollar Capacity Rating (MDCR) as determined by the Vermont Agency of Transportation on an annual basis will be considered non-responsive.

**LOCATION:** Beginning at a point on **the east side of Mansfield Avenue to the intersection of Brickyard Road (approximately 475 feet) in the Village of Essex Junction**.

**TYPE OF CONSTRUCTION:** Work to be performed under this project includes: **Installation of a gravel wetland in the existing depression adjacent to Mansfield Avenue and Brickyard Road. The project includes the replacement of a culvert with a storm structure within the depression and the installation of a second storm structure to the north of Brickyard Road.**

**CONTRACT COMPLETION DATE:** The Contract shall be completed on or before **October 2, 2020**.

**ISSUING OFFICE/OBTAINING PLANS:** The Issuing Office for the Bidding Documents is: DuBois & King, Inc., 28 North Main Street, P.O. Box 339, Randolph, VT 05060, Contact: Dawn Conant at 802-728-3376, [dconant@dubois-king.com](mailto:dconant@dubois-king.com). Bidding Documents may be obtained via one of the following methods:

1. Via Download Electronic Copy: Download Bid Documents as a pdf at [www.dubois-king.com/projects-bidding-active](http://www.dubois-king.com/projects-bidding-active) for a non-refundable charge of **\$75.00**. If you purchased the bid documents dated March 13, 2020, please contact Michael Hildenbrand at (802) 728-3376 to obtain the sections that have been updated due to Covid-19.
2. If Hard Copies are wanted: Please contact the Issuing Office Contact identified above to discuss the details of this method and to confirm cost.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Only Bid Documents obtained from DuBois & King, Inc. (Website or Issuing Office) shall be used for submitting a Bid. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

### IMPORTANT

Any change to the Bidding Documents during the bid period will be made via addenda and posted at [www.dubois-king.com/projects-bidding-active](http://www.dubois-king.com/projects-bidding-active). The prospective Bidder is responsible for checking the web site as required to obtain any/all addenda that may be issued. The Issuing Office is NOT responsible for notifying prospective Bidders when addenda are posted. This responsibility lies with the prospective Bidder.

**ENGINEERS ESTIMATE:** For this Proposal the Engineers Estimate falls between **\$0 and \$300,000**.

### PLANS, SPECIFICATIONS AND PROPOSAL MAY BE SEEN AT THE OFFICE OF:

1. Village of Essex Junction, 2 Lincoln Street, Essex Junction, VT 05452 (by appt. only)
2. Vermont Business Assistance Network ([VermontBusinessRegistry.com](http://VermontBusinessRegistry.com))
3. Reprographics of New England, 450 Weaver Street, Winooski Vermont 05404.

**PREBID CONFERENCE:** A mandatory pre-bid conference will be held for the project on May 8, 2020 and 10:00 a.m. at the intersection of Brickyard Road and Mansfield Avenue in the Village of Essex Junction. If you are unable or prefer not to attend in person, at least 24 hours in advance of the schedule pre-bid conference, please contact Michael Hildenbrand at [MHildenbrand@DuBois-king.com](mailto:MHildenbrand@DuBois-king.com) to receive virtual meeting information.

**STANDARD SPECIFICATIONS:** This contract is governed by the Vermont Agency of Transportation ("VTrans") 2018 Standard Specifications for Construction.

**QUESTIONS:** During the advertisement phase of this project all questions shall be addressed solely to **Jim Jutras, Village of Essex Junction, 2 Lincoln Street, Essex Junction, VT 05452; 802-878-6943 ([jjim@essexjunction.org](mailto:jjim@essexjunction.org))**. Questions will be received until 5:00 pm (local time) on May 13, 2020.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION:** Certification is required by the Equal Employment Opportunity regulations of the Secretary of labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Generally only contracts and subcontracts of \$10,000 or under are exempt as set forth in 41 CFR 60-1.5. See Appendix A for Contractors EEO Certification Form (CA-109). **This certification form must be submitted with the bid.**

**NON-COLLUSION AFFIDAVIT:** All bidders are required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). **This affidavit must be submitted with the bid.**

**DEBARMENT AFFIDAVIT:** All bidders are required to execute a sworn statement, certifying that the bidder has not within the last three (3) years been, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). **This affidavit must be submitted with the bid.**

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT FORM (*Prime Contractor*):** All bidders are required to complete this self-reporting form in its entirety and **submit with the bid.**

**NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS:** The **Village of Essex Junction** hereby notifies all bidders that it will ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award. This is consistent with the Town's requirement to comply with provisions of Title VI.

**DAVIS BACON WAGE REQUIREMENTS:** Bidders agree to abide by the Davis Bacon Wage Rate Schedule, which are appended to these Contract Documents.

**BUY AMERICA REQUIREMENTS:** Buy America requirements of 23 CFR 635.410 are applicable to all Federal-aid construction projects. All steel or iron products permanently

incorporated into Federal-aid projects, shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material, in a product, must occur within the United States to be considered of domestic origin. This includes process such as rolling, extruding, machining, bending, grinding, and drilling. The action of applying a coating to a material is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material.

**INSTRUCTIONS TO BIDDERS**  
**Village of Essex Junction – TAP TA 16(7) Gravel Wetland**

**1. Bid Preparation and Submission**

- a. Bidders are expected to examine the specifications, drawings, all instructions and, the construction site. Failure to do so will be at the bidders' risk.
- b. All bids must be submitted on the forms provided by the municipality. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidders name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bids shall be sealed in an envelope which shall be clearly marked with the words "Bid Document," the Invitation to Bid number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- f. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph, facsimile (fax) machines, or electronically via the internet or email will not be considered.
- g. All blank spaces under the page(s) headed "Bid Form" must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- i. In case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.

- j. The estimated quantities are not guaranteed and can be adjusted as needed during the project, but are given as a basis for the comparison of bids.

## **2. Explanation and Interpretation to Prospective Bidders**

- a. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it at least 10 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

## **3. Addendum to Invitation for Bids**

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- c. Addenda will be on file in the offices of the Municipality at least 5 days before the bid opening.

## **4. Responsibility of Prospective Contractor**

- a. All prospective contractors shall be pre-qualified under the appropriate work category by the Vermont Agency of Transportation, Contract Administration. For this project a current annual prequalification is necessary. The contact for pre-qualification is Jon Winter, Tel: (802) 828 2643. Please note that applications for pre-qualification must be made at least 10 working days prior to the bid opening. Bids submitted



by bidders that exceed their Maximum Dollar Capacity Rating (MDCR) as determined by the Vermont Agency of Transportation on an annual basis will be considered non-responsive.

- b. The VERMONT AGENCY OF TRANSPORTATION "POLICIES AND PROCEDURES FOR PREQUALIFICATION, BIDDING, AND AWARD OF CONTRACTS", latest edition, Sections 1-6 and 9 are hereby incorporated in these specifications and the contract by reference. Sections 1 through 6 shall not be subject to the changes to the definitions in the Special Provisions.
- c. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation's ("VTrans") 2018 Standard Specification for Construction, unless modified in these Contract Documents.
- d. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
- e. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.
- f. When "Optional Bid Items" are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.
- g. When "Alternate Bid Items" are indicated in the Proposal bidders must bid on all pay items in each set of "Alternate Bid Items". Failure to bid on all of the "Alternate Bid Items" in the proposal may result in rejection of the bid.
- h. When the Bid Form for a contract contains pay item(s) which have a quantity of one (1) and a unit price and total price entered, the work will be performed by the contractor according to the contract documents at the unit price listed if such item is determined to be needed by the Engineer.
- i. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract

items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

## **5. Errors and/or Inconsistencies in Contract Documents**

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency discovered in the plans, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

## **6. Availability of Lands for Work, Etc.**

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in the existing facilities are to be obtained and paid for by the Municipality unless otherwise provided for in the contract documents.

## **7. Familiarity with Laws, Ordinances and Regulations**

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.
- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions

immediately upon discovering or encountering the differing site conditions.

- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.

## **8. Late Submissions, Modifications, and Withdrawal of Bids**

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a.) of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the Municipality on the bid wrapper, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if , before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **9. Bid Opening**

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and

other interested persons may be present. In the event of unforeseen circumstances (severe weather, etc.) the Municipality reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

## 10. Protests

- a. This Section sets forth the exclusive protest remedies available with respect to this solicitation. Each Bidder, by submitting its bid, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this solicitation expressly in consideration for such waiver and agreement by the Bidders. Such waiver and agreement by each Bidder are also consideration to each other Bidder for making the same waiver and agreement.
- b. A Bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the **Town of Essex Selectboard**. Such notice shall be provided: (a) no earlier than the day of **Town of Essex** issuance of the Notice of Award; and (b) no later than five (5) business days after **Town of Essex** issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of protest the protesting Bidder must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions there under.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the **Town of Essex Selectboard**, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The **Town of Essex Selectboard** shall issue a written decision regarding the protest within thirty (30) calendar days after it receives the detailed statement of protest. Such decision shall be final and conclusive.

- f. If the **Town of Essex Selectboard** concludes that the Bidder submitting the protest has established a basis for protest, the **Town of Essex Selectboard** will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new solicitation or taking other appropriate actions.

## **11. Rejection of Bids**

- a. The Municipality may declare a Bid “Informal” and hence rejected if the bid shows any alteration of form, omissions or additions not called for in the bid, lacks proper signatures, is a conditional bid, has alternate bids unless required in the bid, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. The Municipality may reject a bid at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, in consultation with VTrans, determines that the best interests of the Municipality, or the awarding authority, will be served.
- d. The Municipality will reject a bid submitted without a completed Debarment and Non-Collusion Affidavit.
- e. The Municipality will reject a bid submitted without a signed Contractors Equal Employment Certification Form.
- f. The Municipality will reject a bid submitted without a Bid Bond.
- g. The Municipality will reject a bid submitted by a bidder that exceeds their Maximum Dollar Capacity Rating (MDCR) as determined by the Vermont Agency of Transportation on an annual basis.
- h. The Municipality will reject bids which fail to acknowledge the bidder’s receipt of any addendum if the addendum (addenda) contained information which substantively changed the municipality’s requirements.
- i. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its

Municipal Project Manager. Bids in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.

- j. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the Agency’s policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10.

## **12. Contract Award**

- a. The municipality will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering only price and any price related factors specified in the solicitation.
- b. Opened bids will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each bid’s Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. The municipality may reject any and all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, in consultation with VTrans, determines that the best interests of the municipality will be served.
- d. The municipality may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- e. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

- f. Prior to signing a construction contract, the successful bidder must submit a current Certificate of Good Standing from the Vermont Secretary of State's office.

### 13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Bid guarantees of the two lowest bidders that have submitted bids that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all bids may be rejected and all guarantees may be returned.

### 14. Contract Bonds

- a. A successful bidder entering into a contract for any portion of the work included in a bid shall provide the Town sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Municipality, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

## **15. Signing the Contract**

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within thirty (30) calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in(action) of the lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal, the bid guarantee accompanying the bid shall become the property of the Municipality, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

## **16. Taxes and Insurance Requirements**

- a. Taxes and insurance for this project shall be in conformance with Section 103 of the VTrans 2018 Standard Specifications for Construction.

## **17. Prompt Pay Compliance**

- a. Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment. Vermont State Statutes Annotated, Title 9, §4003 provides: "Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, a contractor shall pay a subcontractor, and each subcontractor shall in turn pay its subcontractors, the full or proportional amount received for each such subcontractor's work and materials based on work completed or service provided under the



subcontractor, seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor's invoice, whichever is later."

### **18. Preconstruction Conference**

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality, Design and/or Resident Engineer, Municipal Project Manager (MPM), and the VTrans Project Supervisor, and other interested parties convened by the Municipality's engineer/representative. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The municipality will provide the successful bidder with the date, time and place of the conference. **Note:** If the specific material testing and certification requirements are not included elsewhere in the contract documents, they will be provided by the Municipality to the contractor at the preconstruction conference.

### **19. Waste Borrow and Staging Areas**

- a. The opening and use of offsite waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VTrans Standard Specifications for Construction, 2018 Edition.
- b. The Contractor and/or property owner shall obtain all necessary permits and clearances prior to using off site waste, borrow or staging areas. In addition all off site waste borrow and staging areas must be reviewed and approved by the VTrans Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization. No work will be performed at offsite waste borrow or staging areas without written approval of the VTrans Environmental Section. The forms for either documenting an exempt site or applying for review of a site may be found on the VTrans web site at:  
<http://vtrans.vermont.gov/working/offsite-activity>

### **20. DBE Requirements**

- a. There are to be no mandatory Contract goals for DBE compliance on this project.

## **21. Contaminated Soils**

- a. If contaminated soils or groundwater are encountered during the course of construction, the Contractor is directed to contact: Mr. Andy Shively, Hazardous Material and Waste Coordinator, of the Vermont Agency of Transportation at (802) 229-8740.

## **22. Contract Documents**

See sample Construction Contract for included contract documents.

In the event that a bidder suspects or determines the proposal is incomplete, notify **James Jutras; 802-878-6943**.

## **23. NOTICE TO BIDDERS – MEASURES TO MITIGATE POTENTIAL IMPACTS DUE TO THE COVID-19 PANDEMIC.**

- a. The Contractor is hereby notified that they should anticipate the possibility of future temporary Contract shutdowns, delays, or suspensions as a result of the COVID-19 pandemic. The Contractor shall consider risks associated with the COVID–19 pandemic as the Contractor develops project schedules and advances the work. The Contractor shall schedule work in a manner that in the event of a temporary shutdown, delay, or suspension, the impacts to mobility will be minimized. The sequence and progression of the work will be solely the Contractor’s responsibility. The Contractor is expected to communicate with the Agency regularly to discuss the risks to the project and proposed mitigation measures. VTrans will collaborate with the contractor to mitigate the risks to the project and adjust the sequence of work as necessary to ensure that mobility is not impaired unnecessarily.
- b. If a shutdown, suspension or delay occurs due to the COVID-19 pandemic, the Contractor shall ensure the site is in a stable, safe, and maintainable condition by implementing mitigation measures. Such mitigation measures may include, but are not limited to, limiting the area of milled surfaces exposed at once, or limiting the number of work operations in progress at any one time. The Contractor is solely responsible for any additional maintenance activities or delays related to the sequence and progression of operations. The Agency has established a contract duration which may be longer than expected for the specified work to account for inefficiencies related to the COVID-19 pandemic. The Contractor should anticipate mobility, labor, employee protection measures and material supply issues related to the COVID-19 pandemic. The Contractor is also expected to comply with any

Executive Orders.

**24. NOTICE TO BIDDERS – SITE CONDITION.**

- a. Prior to any shutdown or suspension, the site condition shall be in a stable, safe, and maintainable condition for the travelling public. Stable, safe, and maintainable condition means that the Contractor shall establish necessary erosion and environmental controls; ensure that the full width of the roadway is fully paved with no milled sections; install all safety features including guardrail, traffic signs, and pavement markings as designed or restored to the existing condition to meet the existing geometry; and undertake any additional measures as needed based on site conditions. No lane reductions will be allowed through the winter months. Subsection 109.06 will not apply for work that is required to bring a project to a satisfactory shutdown condition. In the event of a project Suspension of Work Ordered by the Engineer, the Contractor will be reimbursed per Subsection 108.16.

**25. NOTICE TO BIDDERS – SUBSECTION 635.03(a).**

- a. Subsection 635.03(a) is hereby modified by being deleted in its entirety and replaced with the following:

The first payment of 50% of the lump sum price for Mobilization/Demobilization, or 10% of the adjusted Contract price, whichever is less, will be made upon successful execution of the contract.

**BID FORM**

**Village of Essex Junction – TAP TA 16(7) Gravel Wetland**

Proposal of \_\_\_\_\_  
(hereinafter called Bidder), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_

(a corporation, a partnership, of an individual)

To the **Village of Essex Junction**, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

The undersigned bidder, by submission of this bid, certifies that the total base bid does not exceed their total Maximum Dollar Capacity Rating (MDCR) as determined by the Vermont Agency of Transportation on an annual basis.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **October 2, 2020**.

Bidder acknowledges receipt of the following Addenda:

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Bidder acknowledges that they have visited the project area, have become familiar with the site conditions, and have asked questions to clarify unfamiliar site conditions or proposed project features. Please acknowledge by signing below:

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Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.11	Clearing and Grubbing Including Individual Trees And Stumps	ACRE	0.65	\$ _____	\$ _____
	Unit Price in Words _____				
203.15	Common Excavation	CY	2920	\$ _____	\$ _____
	Unit Price in Words _____				
203.30	Earth Borrow	CY	28	\$ _____	\$ _____
	Unit Price in Words _____				
204.30	Granular Backfill for Structures	CY	6	\$ _____	\$ _____
	Unit Price in Words _____				
301.25	Subbase of Crushed Gravel, Coarse Grade	CY	3	\$ _____	\$ _____
	Unit Price in Words _____				

601.0905 12" CPEP LF 195 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

601.0915 18" CPEP LF 10 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

601.0920 24" CPEP LF 55 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

604.11 Concrete Catch Basin  
w/ Cast Iron Grate  
(6' Diameter) EA 2 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

605.11 8" Underdrain Pipe LF 4 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

613.11 Stone Fill, Type II CY 35 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

630.10 Uniformed Traffic  
Officers HR 20 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

630.15 Flaggers HR 200 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

635.11 Mobilization/  
Demobilization LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

641.11 Traffic Control, All-Inclusive LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

649.31 Geotextile Under Stone Fill SY 70 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.15 Seed LB 30 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.15 Wetland Plan Seed LB 6 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.18 Fertilizer LB 300 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.20 Agricultural Limestone TON 1.2 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.35 Topsoil CY 275 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.10 Hay Mulch TON 1.2 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.20 Rolled Erosion Control Product, Type 1 SY 2465 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.476 Silt Fence, Type II LF 40 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.55 Project Demarcation  
Fence LF 880 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_



656.85 Tree Protection LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

900.608 Special Provision  
(Pea Stone 3/8") CY 85 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

900.608 Special Provision  
(Washed Stone 3/4") CY 505 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

900.608 Special Provision  
(Hydric Soil) CY 210 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

**Total Base Bid** \$ \_\_\_\_\_

Total Base Bid Written \_\_\_\_\_

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

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

---

Title

---

Business Address

---

City

State

---

Date

ATTEST \_\_\_\_\_

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto the Village of Essex Junction, Vermont as OWNER in  
the penal sum of  
\$\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_,  
2020. The Condition of the above obligation is such that whereas the Principal  
has submitted to \_\_\_\_\_ a certain BID, attached  
hereto and hereby made a part hereof to enter into a contract in writing, for the  
Village of Essex Junction - TAP TA 16(7) Gravel Wetland.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and  
deliver a contract in the Form of Contract attached hereto (properly completed in  
accordance with said BID) and shall furnish a BOND for his faithful performance  
of said contract, and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects  
perform the agreement created by the acceptance of said BID, then this  
obligation shall be void, otherwise the same shall remain in force and effect; it  
being expressly understood and agreed that the liability of the Surety for any and

all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, they day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

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**

Project Name/Number: Village of Essex Junction – TAP TA 16(7) Gravel Wetland

Description of Work: Installation of a gravel wetland in the existing depression adjacent to Mansfield Avenue and Brickyard Road. The project includes the replacement of a culvert with a storm structure within the depression and the installation of a second storm structure to the north of Brickyard Road.

The Owner has considered the Bid submitted by you for the above described WORK in response to its Invitation to Bid and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the contract and provide the Performance Bond, Payment Bond, and certificate of insurance within 15 calendar days from the date of this Notice of Award.

Failure to comply with these conditions will result in the annulment of this award and/or forfeiture of the proposal guarantee/bid bond.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Town of \_\_\_\_\_, Vermont

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

Project Name/Number: Village of Essex Junction – TAP TA 16 (7) Gravel Wetland

You are hereby notified to commence Work in accordance with the Agreement  
\_\_\_\_\_

The date of completion of all work is \_\_\_\_\_.  
Town of \_\_\_\_\_  
(Owner)

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **PROJECT SPECIAL PROVISIONS**

In case of discrepancy, precedence of the Contract Documents will follow be determined by Section 105.05 of the latest edition of the 2018 VTrans Standard Specifications for Construction.

**UTILITIES.** The Contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage.

Employees or agents of utility companies are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with utilities.

~~Act No. 86 of 1987 (30 VSA Chapter 86) ("Dig Safe") requires that notice be given prior to making an excavation. It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before, and not more than 30 days before, beginning any excavation at any location.~~

The Village of Essex Junction is not a DigSafe participating community. The Contractor will need to coordinate project work with the Public Works Department at least 48 hours before beginning any excavation at any location.

Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.07 of the Standard Specifications for Construction.

**NOTICE TO BIDDERS – TEMPORARY CONSTRUCTION SIGNS.** All temporary construction signs shall meet the following requirements:

(a) Where sign installations are not protected by guardrail or other approved traffic barriers, all sign stands and post installations shall meet National Cooperative Highway Research Program (NCHRP) Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH). The appropriate resource shall be determined as described in the MASH publication.

(b) As a minimum, roll up sign material shall have ASTM D 4956 Type VI fluorescent orange retroreflective sheeting.

(c) All post-mounted signs and solid substrate portable signs shall have ASTM D 4956 Type VII, Type VIII, or Type IX fluorescent orange retroreflective sheeting.

(d) All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM D 4956 Type III sheeting.

(e) All stationary signs shall be mounted on two 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2-1/4" galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

(f) All stationary signs shall be mounted on two 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2-1/4" galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

(g) Construction signs shall be installed so as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives and town highways.

(h) Speed zones, if used, should be a maximum of 10 mph below existing posted speeds. Temporary speed limit certificates must be approved by the Chief Engineer on State highways and can be approved by the governing municipality on local roads.

**NOTICE TO BIDDERS.** All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM Type III sheeting, unless otherwise shown on the Plans.

**NOTICE TO BIDDERS – GENDER-FREE SINGLE OCCUPANCY**

**RESTROOMS.** The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

**NOTICE TO BIDDERS – CONTAMINATED SHARPS (HYPODERMIC**

**NEEDLES).** The Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency.

The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at <https://dec.vermont.gov/content/safe-disposal-sharps> for guidance.

If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as



well. The standard can be found at the following link:

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10051](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051).

If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked and workers should be notified to stay out of the area.

**NOTICE TO BIDDERS: As of 2018, emerald ash borer (EAB)**, *Agilus planipennis*, has been confirmed within Vermont's borders.

To provide an assurance of compliance with state and federal EAB laws the contractor shall adhere to the following:

Known EAB infestation areas are changing rapidly. Therefore the Contractor shall consult the online version of the EAB Infested Area Map (Located here: [www.vtinvasives.org/land/emerald-ash-borer-vermont](http://www.vtinvasives.org/land/emerald-ash-borer-vermont)) on the same day cutting is to occur. If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture titled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", (<https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf>). Tree material shall not be moved out of state.

Alternatively, the Contractor may choose to hire a qualified professional (Arborist certified by the International Society of Arboriculture or Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however other tree species would not.

The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

**HIGHWAY PARKING RESTRICTIONS.** Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of **Mansfield Avenue or Brickyard Road** Highway. All trucks or equipment so stopped or parked shall be at least 4 feet from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway will not be permitted unless authorized by the Engineer to meet field conditions.

Private automobiles or workers will not be permitted to stop or park on the shoulders or right-of-way of **Mansfield Avenue or Brickyard Road** the Highway.

Each of the Contractor's trucks or equipment used for the construction of this project and permitted to park or stop as provided above shall be equipped with flashing light signals on the front and rear and the signals shall be operating at all

times when parked or stopped on the highway unless otherwise authorized by the Engineer.

The flashing light signals shall be visibly distinct from and physically separate from the hazard warning system required by Federal and State motor vehicle laws and regulations. At least one of these flashing light signals shall be visible to traffic approaching from any angle at all times.

Qualified traffic control personnel shall be employed whenever the Contractor's vehicles or equipment (including that which belongs to the individual workers) enter or leave the traffic flow. All movement, in or out of the traffic flow, shall be with the flow of traffic.

**NOTICE TO BIDDERS – NIGHT WORK PROHIBITED.** The Contractor is hereby notified that no night work will be allowed on this Project. For the purpose of this Contract, "night" shall mean the period from 7:00 pm until 7:00 am of the following day.

**NOTICE TO BIDDERS – CONCURRENT CONSTRUCTION.** The Contractor is made aware of the following Village of Essex Junction construction project expected to be in progress within the area of this project during its construction.

Project	Contractor	Anticipated Contract Completion Date
South Creek Infrastructure Improvements	TBD	To be coordinated with South Creek Contractor

The Contractor shall coordinate construction schedules and traffic control with the work required for these projects.

There will be no extra compensation paid to the Contractor for any inconveniences caused by working around this or other projects.

### **SECTION 101 – DEFINITIONS**

**101.02, DEFINITIONS**, are hereby modified by deleting the existing following definitions and replacing as follows:

**AGENCY** – Wherever the word Agency appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Village of Essex Junction**, except when referenced to documents or publications.

**BOARD** – Wherever the term Board or Transportation Board appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Transportation Board of the State of Vermont or its successor.

**CALENDAR DAY** – Any day shown on the calendar, beginning and ending at midnight.

**CHANGE ORDER** – A document recommended by the Engineer, signed by the Contractor and the Municipality, and approved by the Agency of Transportation authorizing changes in the plans or quantities or both, establishing the basis of payment and time adjustments for the Work affected by the changes.

**CONSTRUCTION ENGINEER** – Wherever the term Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Municipal Project Manager and/or Full Time Employee in Responsible Charge.

**CONTRACT COMPLETION DATE** - The calendar date specified in the Contract and as adjusted by Change Order when applicable, by which the Contractor shall achieve Substantial Completion.

**CONTRACT** –

The written agreement between the Municipality and the Contractor setting forth the obligations of the parties relative to the performance of the work. The Contract includes the Contract agreement, Contract Bonds, Project permits, Project Special Provisions, Contract Plans, General Special Provisions, Standard Drawings, Supplemental Specifications, the Standard Specifications for Construction, and any Supplemental Agreements or supporting documents that are required to complete the work in an acceptable manner.

**CONTRACT BOND(S)** –

The approved forms of security, signed, notarized and furnished by the Contractor and the Contractor's Surety or Sureties, guaranteeing complete performance of the Contract, compliance with the Contract, and the payment of all legal debts pertaining to the construction of the Project or work.

**CONTRACTOR(S)** –

The individual, partnership, firm, corporation, any acceptable combination thereof, or a joint venture which is a party to the Contract with the Agency which is undertaking the performance of the work under the terms of the Contract and acting directly or through its agent(s) or employee(s). The term "Contractor" means the prime Contractor as differentiated from a Subcontractor. All Contractors must be registered with the Vermont Secretary of State. The Contractor will act in an independent capacity and not as officers or employees of the State.

**ENGINEER** – Wherever the term Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Resident Engineer (RE).

**GENERAL SPECIAL PROVISIONS** – Approved additions and revisions to the Standard Specifications for Construction approved pursuant to the Specification approval process.

**MATERIALS MANAGER** – Whenever the term Materials Manager appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; **DuBois & King, Inc.**

**PROPOSAL FORM** – Whenever the term Proposal Form appears on the plans, in any specification, or in the Contract it shall be read as, and shall mean; the BID FORM unless specifically referenced otherwise in these Special Provisions.

**REGIONAL CONSTRUCTION ENGINEER** – Whenever the term Regional Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Director of Public Works OR Road Foreman OR other municipally appointed representative who is acting on behalf of the municipality responsible for administering and overseeing the construction contract.**

**RESIDENT ENGINEER** – An entity employed by the Municipality to perform supervisory duties including the oversight of testing services on the project.

**SECRETARY** – Wherever the term Secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the **Board of Trustees.**

**PROJECT SPECIAL PROVISIONS** – Additions and revisions to the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions applicable to the Contract, as well as other provisions specific to the Contract. Also referred to as Special Provisions.

**SPECIFICATIONS** – The compilation of provisions and requirements for the performance of prescribed work including the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Project Special Provisions, and other requirements included in the contract.

**STANDARD SPECIFICATIONS or STANDARD SPECIFICATIONS FOR CONSTRUCTION** – The 2018 Vermont Agency of Transportation book entitled Standard Specifications For Construction and the specifications included therein, as approved for general and repetitive use and application in Agency/Municipal projects.

**STATE** – Wherever the term State appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the **Board of Trustees**.

**SURETY** – An individual or legal entity acceptable to the Town executing the bond or bonds furnished by the bidder or contractor.

**WORK** – The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of a project and the carrying out of all duties and obligations imposed by a contract.

**WORKING DAY** –

Weekdays during the Construction Season during which construction operations may proceed. If the Contractor works on Saturdays, Sundays, holidays, or during the Seasonal Closure Period, those days will be considered Working Days.

**ADD TO DEFINITION LIST IN 101.02, DEFINITIONS**, the following definitions:

**ADDENDUM (addenda)** – Contract revisions developed after advertisement and before opening bids.

**ADVERTISEMENT** – A public announcement, inviting bids for work to be performed or materials to be furnished.

**AGREEMENT** – The written instrument which is evidence of the agreement between the Municipality and the Contractor.

**AWARD** – The formal acceptance by the Municipality of a bid.

**BID** – The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BID BOND** – A bid guarantee as outlined in the Instructions to Bidders for Contracts.

**BIDDER** – The individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements.

**CONTRACT TIME** – The time allowed for completion of the contract including authorized time extensions.

**INCIDENTAL AND INCIDENTAL ITEM** – These terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices, and the bid prices submitted by the contractor shall be sufficient to absorb the cost of all work designated as incidental or as incidental items.

**INVITATION FOR BIDS** – An advertisement for receiving bids for all work and/or materials on which bids are invited from prospective contractors.

**MUNICIPAL PROJECT MANAGER** – A person or firm employed or appointed by the Municipality to provide administrative services for the project.

**NOTICE OF AWARD** – The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

**OWNER** – Village of Essex Junction.

**PREQUALIFICATION:**

**Annual Prequalification** – The Agency of Transportation process by which an entity is generally approved to bid on contracts advertised by the Local Project Sponsor. Depending on the project size annual prequalification may be the only prequalification necessary.

**Contract Specific Prequalification** – The process by which an entity is approved to bid on a specific contract determined by the Municipality to be of a size or scope to warrant more than an Annual Prequalification.

**PREQUALIFICATION ADMINISTRATOR** – An Agency of Transportation employee charged with administration of the prequalification process for the Prequalification Committee.

**PROPOSAL** – The offer of a bidder, on the prescribed form, to perform work and/or provide materials at the price quoted in the offer.

**PROPOSAL FORM** – The prescribed form on which the Municipality requires the Bid be submitted.

**PROPOSAL GUARANTEE** – The security furnished with a bid to ensure that the bidder will enter into a contract if the bidder's proposal is accepted by the Municipality.

**SUBCONTRACTOR** – An individual or legal entity to which the contractor sublets a part of the work included in the contract.

**TESTING FIRM** – An independent firm employed by the Municipality or Resident Engineer to perform all sampling and testing of materials as specified in the Contract Documents and as defined in the VTrans Qualified Laboratory Program.

**SECTION 105 CONTROL OF THE WORK**

**105.09 CONSTRUCTION STAKES, Part (a) Initial Layout, (b) Layout of Subgrade and (c) Permanent Marking Layout** delete these paragraphs in their entirety and replace with the following:

Horizontal and vertical control information for the project is shown on the project plans or shall be based on existing conditions. The information is sufficient to enable the Contractor to stake the project. The Contractor shall perform all staking requirements for the proposed work. The Contractor will be responsible for the accuracy and preservation of the staking.

**105.20 CLAIMS FOR ADJUSTMENT , ( c) Claims Procedure;** Delete the second, third and fourth sentence and replace with the following:

-Claims must be evaluated first by the Engineer and then by the Municipal Project Manager. Should a claim be ruled in favor of the Contractor, it will be allowed, in whole or in part, and paid as provided in the Contract. Should a claim be denied in whole or in part by the Municipal Project Manager the Contractor may appeal to the governing body of the project sponsor. Should a claim be denied in whole or in part by the governing body of the project sponsor, the Contractor may appeal to the Chief Engineer.

(d) Claims Documentation Requirements; In the first sentence, replace Construction Engineer with Municipal Project Manager.

## **SECTION 106 – CONTROL OF MATERIAL**

**106.03 SAMPLES AND TESTS.** Add the following two paragraphs to the beginning:

An independent firm employed by the Municipality or Resident Engineer to perform all sampling and testing of materials as specified in the Contract Documents and as defined in the VTrans Qualified Laboratory Program, shall be responsible for all acceptance sampling and testing of materials and completed work.

The Contractor shall be responsible for their Quality Control. The cost of their Quality Control shall be considered incidental to the payment items in the bid. Any sampling, testing, retesting, and submission of reports and certifications by the Contractor as required by the contract documents and plans shall be considered incidental to the payment items in the bid.

Change the last word in the first paragraph from Agency to Municipality.

Delete the first sentence of the second paragraph and replace with the following:

Samples will be taken and testing performed by certified personnel of the testing firm in accordance with the requirements of the latest edition of the Vermont Agency of Transportation's Quality Assurance Program and Material Sampling Manual.

Modify the last sentence of the third paragraph to read as follows:

Copies of all test results shall be forwarded directly to the Resident Engineer and the Contractor by the testing firm.

### **SECTION 203 – EXCAVATION AND EMBANKMENTS**

**203.03 GENERAL CONSTRUCTION REQUIREMENTS** is hereby modified by adding the following as the last sentence of paragraph nine:

Construction Drawings shall be submitted in accordance with Section 105 whenever OSHA or VOSHA regulations require a design by a Professional Engineer.

### **SECTION 204 – EXCAVATION FOR STRUCTURES**

**204.03 GENERAL CONSTRUCTION REQUIREMENTS** is hereby modified by adding the following as the last sentence of paragraph three:

Construction Drawings shall be submitted in accordance with Section 105 whenever OSHA or VOSHA regulations require a design by a Professional Engineer.

### **SECTION 641 – TRAFFIC CONTROL**

**641.02 GENERAL CONSTRUCTION REQUIREMENTS** is hereby modified by deleting paragraphs four, five, six and seven in their entirety and replacing them with the following:

- (a) Traffic Control. When the Contract includes the Traffic Control Pay Item, the Plans will contain an Agency-designed traffic control plan. The Contractor may implement the Agency-designed plan or submit an alternate traffic control plan for the Project. When the Contractor will implement an Agency-designed traffic control plan, written certification shall be submitted to the Engineer indicating that traffic control will be performed in accordance with the Agency design. An alternate plan may be for the entire traffic control plan of the Project or for revisions to various phases of the Agency's design in the Plans, including the specific location of the lanes where the traffic will be maintained. Any alternate plan submitted shall conform to the latest edition of the *MUTCD*.



For an alternate traffic control plan, Construction Drawings shall be submitted in accordance with Section 105. The submitted alternative plan shall include complete construction details, including all aspects of traffic control, to the same extent provided in the Agency design. The Contractor shall allow the Agency 30 Calendar Days to Review the proposed plan for Conformance before it is to be implemented.

- (b) Traffic Control, All-Inclusive. When the Contract includes the Traffic Control, All-Inclusive Pay Item, the Contractor shall design and submit a site-specific traffic control plan in accordance with Section 105. The submitted site-specific plan shall include, for each phase of construction requiring a significant change in temporary traffic control, a narrative description of the proposed temporary traffic control for each phase, including pedestrian accommodations where appropriate, and the major work activities to be completed in each phase.

The submitted site-specific plan shall also include a layout for each phase of construction showing existing lane configurations, existing traffic control devices (signs, signals, and pavement markings), driveways, ramps, and highway intersections, and the location of all proposed temporary traffic control devices, Flaggers, and UTOs. All pertinent dimensions, such as taper lengths, sign spacing, temporary lane widths, and distances from existing traffic control devices shall be labeled.

**641.07 BASIS OF PAYMENT** is hereby modified by being deleted in its entirety and replaced with the following:

**641.07 BASIS OF PAYMENT.**

- (a) Traffic Control and Traffic Control, All-Inclusive. The accepted quantity of Traffic Control and Traffic Control, All-Inclusive will be paid for at the Contract lump sum price. Payment will be full compensation for designing, preparing, implementing, inspecting, maintaining, and removing the applicable traffic control plan and specified traffic control devices, and for furnishing all labor (including traffic patrol vehicle operators, if used by the Contractor), tools, materials, equipment, and incidentals necessary to complete the work.

Partial payments for Traffic Control and Traffic Control, All-Inclusive will be made as follows:

- (1) The first 15% of the Contract lump sum price will be paid upon receipt of written certification from the Contractor that traffic control will be performed in accordance with the Agency-designed traffic control plan, or upon approval of the Contractor's traffic control plan.

- (2) The remaining 85% of quantity payments will be paid on a prorated basis for the estimated duration of the Contract work remaining.
  
- (b) Portable Changeable Message Sign and Portable Arrow Board. The accepted quantities of Portable Changeable Message Sign and Portable Arrow Board will be paid for at the Contract Unit Price for each. There will be no payment for any spare units, as they shall be considered incidental to the unit(s) being utilized and paid for through the Contract.

Partial payment for Portable Changeable Message Sign and Portable Arrow Board will be made as follows:

- (1) The first 50% of quantity payments will be made upon the erection of complete Portable Changeable Message Sign(s) and Portable Arrow Board(s) as specified in Subsection 641.06.
  
- (2) The remaining 50% of quantity payments will be paid on a prorated basis for the estimated duration of the Contract work remaining.

The accepted quantities of Portable Changeable Message Sign Rental and Portable Arrow Board Rental will be paid for at the Contract Unit Price per day. The minimum quantity for payment shall be five days.

Payment for the accepted quantities of Portable Changeable Message Sign, Portable Arrow Board, Portable Changeable Message Sign Rental, and Portable Arrow Board Rental shall be full compensation for furnishing, operating, maintaining, transporting, and installing the unit specified, for removing the unit when it is no longer needed, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

When both Pay Items are in the Contract, a Portable Changeable Message Sign used as a Portable Arrow Board will be paid for at the Contract price for a Portable Arrow Board.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
641.10 Traffic Control.....	Lump Sum
641.11 Traffic Control, All-Inclusive.....	Lump Sum
641.15 Portable Changeable Message Sign .....	Each
641.16 Portable Arrow Board.....	Each

- 641.17 Portable Changeable Message Sign Rental.....Day
- 641.18 Portable Arrow Board Rental.....Day

**SECTION 900 – SPECIAL PROVISION ITEMS**

HYDRIC SOIL

- 1. **DESCRIPTION.** This work shall consist of furnishing and placing hydric soil as shown in the Plans and as directed by the Engineer.
- 2. **MATERIALS.** The hydric soil shall be manufactured using compost, sand, and some fine soils to blend to a high percent organic matter content soil (>15% organic matter). Avoid using clay contents in excess of 15% due to the potential migration of fines into subsurface gravel layer. The pH of the hydric soil shall be between 5.0 and 7.0. The hydric soil shall not exhibit the presence of invasive species. Gradation shall meet the following requirements:

Sieve Size	Percent Passing by Weight
No. 16	100
No. 40	85 – 100
No. 60	40 – 100
No. 200	5 – 10

- 3. **SOIL AMENDMENTS.** Hydric soil that fails to meet gradation requirements may not be accepted or amended. Hydric soil that fails to meet the requirements for pH and organic content may be amended. The Contractor shall provide a plan for amending pH and/or organic matter to the Owner. Once the Owner has accepted the Contractors plan, then the hydric soil may be amended.
- 4. **CONSTRUCTION REQUIREMENTS.** The surface where hydric soil is to be placed shall be prepared to a smooth condition free of debris, depressions, or obstructions.

Hydric soil shall be placed in uniform layers of not more than 250 mm (10 inches) in thickness and compacted using plate compactors.

The hydric soil shall not be placed directly by dumping from haul vehicles or by pushing material by bulldozers, graders, or other equipment. Placing shall be limited to the use of hand shovels, backhoes, front end loaders, or other similar types of equipment as approved by the Engineer.

- 5. **METHOD OF MEASUREMENT.** The quality of Special Provision (Hydric Soil) to be measured for payment will be the number of cubic yards

installed in the complete and accepted work, measured within the limits shown on the Plans or as direct by the Engineer.

6. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Hydric Soil) will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, handling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Excavation and geotextile fabric will be paid for separately under the appropriate Contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Hydric Soil)	Cubic Yard

WASHED STONE 3/4"

7. **DESCRIPTION.** This work shall consist of furnishing and placing washed stone 3/4" as shown in the Plans and as directed by the Engineer.
8. **MATERIALS.** Gradation shall meet the requirements of VAOT Table 704.16A – Gradation of Drainage Aggregate.

<b>Sieve Designation</b>	<b>Percentage by Mass (Weight) Passing Square Mesh Sieves</b>
1 inch (25.0 mm)	100
3/4 inch (19.0 mm)	90 – 100
3/8 inch (9.5 mm)	20 – 55
No. 4 (4.75 mm)	0 – 10
No. 8 (2.36 mm)	0 - 5

9. **CONSTRUCTION REQUIREMENTS.** The surface where washed stone 3/4" is to be placed shall be prepared to a smooth condition free of debris, depressions, or obstructions.

Washed stone 3/4" shall be placed in uniform layers of not more than 600 mm (24 inches) in thickness or as specified in the design plans and compacted using plate compactors.

The placing of washed stone 3/4" shall be by pushing material with bulldozers, graders, or other similar types of equipment as approved by

the Engineer.

10. **METHOD OF MEASUREMENT.** The quality of Special Provision (Washed Stone 3/4") to be measured for payment will be the number of cubic yards installed in the complete and accepted work, measured within the limits shown on the Plans or as direct by the Engineer.
11. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Washed Stone 3/4") will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, handling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Excavation and geotextile fabric will be paid for separately under the appropriate Contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Washed Stone 3/4")	Cubic Yard

**PEA STONE 3/8"**

12. **DESCRIPTION.** This work shall consist of furnishing and placing pea stone 3/8" as shown in the Plans and as directed by the Engineer.
13. **MATERIALS.** Gradation shall meet the requirements of the following table.

<b>Aggregate Type</b>	<b>Sieve Designation</b>	<b>Percentage by Mass (Weight) Passing Square Mesh Sieves</b>
Pea Stone 3/8"	1/2 inch (12.5 mm)	100
	3/8 inch (9.50 mm)	85 - 100
	No. 4 (4.75 mm)	10 - 30
	No. 8 (2.36 mm)	0 - 10
	No. 16 (1.18 mm)	0 - 5

14. **CONSTRUCTION REQUIREMENTS.** The surface where pea stone 3/8" is to be placed shall be prepared to a smooth condition free of debris, depressions, or obstructions.

Pea stone 3/8" shall be placed in uniform layers of not more than 100 mm (4 inches) in thickness and compacted using plate compactors.

The pea stone 3/8" shall not be placed directly by dumping from haul vehicles or by pushing material by bulldozers, graders, or other equipment. Placing shall be limited to the use of hand shovels, backhoes, front end loaders, or other similar types of equipment as approved by the Engineer.

15. METHOD OF MEASUREMENT. The quality of Special Provision (Pea Stone 3/8") to be measured for payment will be the number of cubic yards installed in the complete and accepted work, measured within the limits shown on the Plans or as direct by the Engineer.
16. BASIS OF PAYMENT. The accepted quantity of Special Provision (Pea Stone 3/8") will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, handling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Excavation and geotextile fabric will be paid for separately under the appropriate Contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Pea Stone 3/8")	Cubic Yard