



ADDENDUM NO. 1
November 29, 2021
225855

RE: TOWN OF CHARLOTTE, VERMONT
MONKTON ROAD SLOPE STABILIZATION PROJECT

FROM: DuBOIS & KING, INC.
6 Green Tree Drive
South Burlington, Vermont 05403
(802) 878-7661

TO: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued by the Town of Charlotte Monkton Road Slope Stabilization project dated November 11, 2021. **Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form. Failure to do so will subject the Bidder to disqualification.**

I. Pre-Bid Meeting

A Pre-Bid meeting was held at the Project Site on November 19 at 10:00 a.m. Attendees are listed on the attached Pre-Bid Meeting Attendance Log (**Attachment 2**). The agenda of the meeting is provided as **Attachment 1**.

II. Contract Documents (Bid Document) Changes

REVISED attached Invitation to Bid is included as **Attachment 4** of this Addendum and replace the corresponding original sheets in the Bid Documents.

REVISED attached Instruction to Bidders is included as **Attachment 5** of this Addendum and replace the corresponding original sheets in the Bid Documents.

REVISED attached Bid Form is included as **Attachment 6** of this Addendum and replace the corresponding original sheets in the Bid Documents.

REVISED attached Item 900.608 Special Provision (Low Density Cellular Concrete) Specification is included as **Attachment 7** of this Addendum and replace the corresponding original sheets in the Bid Documents.

III. Contract Document Status Updates

Attachment 8 is e-mail correspondence that indicates the current status of the Vermont Wetland General Permit.

IV. Questions & Answers

Question 1: Can a list of local and regional suppliers of Low Density Cellular concrete?

Answer 1:

- MixOnSite – Cellular Concrete Specialists (mixonsite.com)
- GeoFill - Cellular Concrete (geofill.com)
- S.D. Ireland Concrete (193 Industrial Ave, Williston, VT 05495, 802 863-6222)
- Geo-Cell Midwest LLC (Erik Lafon, Geo-Cell Midwest, 2502 Spring Ridge Dr, Spring Grove, IL 60081, 815 388-2508)
- CJGeo (Kirk Roberts – VP Preconstruction, 3402 Acorn St #202, Williamsburg, VA 23188, Direct call/text: 804 396-4845, kirk@cjgeo.com) (www.CJGeo.com)

Question 2: What are the requirements for the subbase excavation placement on the Town's property?

Answer 2: Junior (The Road Commissioner) said that old material can be dumped at the old “flea market,” on the west side of Route 7 a little bit south of the Ferry Road intersection (with stop-light). A map is included as **Attachment 3**. Material doesn’t need to be pushed into a pile—it can just be dumped.

Question 3: What pre-qualification is required?

Answer 3: The term “pre-qualified” was removed from the Invitation to Bid (see **Attachment 4**). A Bidder Qualification Statement has been added to the Bid Form (see **Attachment 6**).

Question 4: What is the voltage of the overhead power, and can the Contractor comply with OSHA offset requirements?

Answer 4: As GMP indicated, the top line on the poles carries 7200 Volts. The next line down is a neutral line. GMP stated that it is a required 10-foot horizontal and vertical clearance from the top line. This should give the Contractor enough room to work

Question 5: The permeability values associated with freely-draining cellular



concrete are north of 1×10^{-1} cm/sec. I've attached some reports from Castle Rock Consulting, who developed this modified test to work with cellular concrete for reference. The densities which were tested (between 22 & 26PCF) would break between 50psi & 80psi, so meet the strength requirement while staying with the specified density constraint.

Would you consider modifying the specification to "The minimum coefficient of permeability shall be 1×10^{-1} cm/sec, at 2psi confining pressure, as tested per modified ASTM D2434", or something similar?

Answer 5: The specification for Item 900.608 Special Provision (Low Density Cellular Concrete) has been modified (see **Attachment 7**).

Question 6: Would polystyrene, or any type of foam block be an acceptable substitute?

Answer 6: No

Question 7: There is a special provision item (900.645 subbase excavation). What work is included in this item that isn't already included in item 203.15 common excavation?

Answer 7: The only difference between the two is that Item 900.645 Special Provision (Subbase Excavation) needs to be delivered and dumped at one of two town properties identified in the plans. The town would like to reuse the material. (See Answer 2 for specific locations).

Question 8: Is DBE participation required for the project?

Answer 8: The DBE is a federal requirement, and will not be applicable to this project.

This document constitutes Addendum 1 for this project.



ATTACHMENT 1

Charlotte, Vermont
Monkton Road Slope Stabilization
Pre-Bid Meeting agenda
November 19th, 2021 10:00 am
(Meeting at Project Site)

Item:

1. General
 - a. Introductions & Sign-in Sheet
 - b. Plans and Specifications available at:
 - i. www.dubois-king.com/projects-bidding-active
 1. (purchasing only)
 - ii. DuBois & King, Inc., 28 North Main Street, P.O. Box 339, Randolph, VT 05060 (purchase or viewing)
 1. Call before stopping by office so staff can print documents
 - iii. Dubois & King, Inc., 6 Green Tree Drive, South Burlington, VT 05403 (purchasing or viewing)
 1. Call before stopping by office so staff can print documents
 - iv. Town of Charlotte offices (viewing only)

2. Project Summary

a. Overall Scope of Work

- i. Approx. 920 CY of Low Density Cellular Concrete
- ii. Approx. 2500 CY of Common Excavation
- iii. Approx. 780 CY of Sand Borrow
- iv. Approx. 340 CY of Subbase of Gravel
- v. Approx. 330 CY of Subbase of Dense Graded Crushed Stone
- vi. Approx. 680 LF of 6" Underdrain
- vii. Various other highway related items.

3. Forms to be submitted with bids

- a. Completed and signed Bid Form
- b. Completed Schedule of Prices with no zero (0) unit prices
 - i. Must fill out unit prices in numerical and letter format
- c. Bid Bond or certified check for 5% of Bid Amount
- d. Signed Debarment and Non-Collusion Affidavit (CA91)
- e. ~~Signed EEO Certification (CA109) (not applicable)~~
- f. ~~Workers Compliance Self Reporting Form (not applicable)~~
- g. Acknowledged the receipt of all Addenda

4. Contract Requirements

- a. ~~Davis Bacon Wage Rates (not applicable)~~
- b. ~~Buy America Provisions (not applicable)~~
- c. ~~VTrans' DBE Policy (not applicable)~~

5. Design items

- a. Avoid impacting utility pole.
- b. Stone on site will be acceptable for reuse as Subbase of Dense Graded Crushed Stone
- c. Permitting: Wetlands permit has been submitted
- d. Right-of-Way: Town is in the acquisition stage.

6. Other items

- a. Waste, Borrow, and Staging Areas must be reviewed and approved
- b. Contractor responsible for layout
- ~~c. Certified Payrolls are a requirement for this project (not applicable)~~
- d. 2018 VTrans Standard Specifications for Construction shall apply to this project
- ~~e. Pre-qualification (not applicable)~~

- f. Notice to Bidders (including, but not limited to)
 - i. Covid-19 Pandemic
 - ii. Gender-Free Single Occupancy Restrooms
 - iii. Hypodermic Needles
 - iv. Emerald Ash Borer (EAB)

7. Schedule

- a. Wednesday, November 24th, 2021 – Questions due
 - i. Any question received after this date may not be answered
- b. Monday, November 29th, 2021 – Addendum posted (check D&K website)
- c. Monday, December 6th 7:00 PM – Bids due
- d. Wednesday, December 15th – Recommendation of Award to Selectboard (approximate)
- e. To Be Determined – Notice to Proceed
- f. To Be Determined – Begin Construction (Spring 2022)

g. To Be Determined – Substantial completion

h. June 30th 2022 – End Construction

8. Cost Opinion - \$250,000-\$500,000

9. Questions/comments

ATTACHMENT 2

PRE-BID MEETING

**CHARLOTTE, VERMONT
MONKTON ROAD SLOPE STABILIZATION
D&K No. 225855**

November 19, 2021

10:00 AM

ATTENDANCE LOG

(Please Print)

NAME	AFFILIATION & TITLE	PHONE #	E-MAIL ADDRESS
Brian Breslend	Dubois & King, P.M.	802-878-7666	bbreslend@dubois-king.com
Chris Belanger	Engineers Construction Inc	802-863-6389	ebelanger@ecvt.com
Tom Jones	Kingsway Co	802-771-9418	ESTIMATING@KINGSWAYCO.COM
George DeCell	Kings Trucking & Excavating LLC	802 324 6370	JrPromain@yahoo.com
Lindsay Jackman	Munson Earth-Moving	802-863-6391	ljackman@munsonearth.com
Loni Morse	S.D. Ireland	802-863-6222	Loni@sdireland.com
Eric Welton	ORMOND BUSHEY & SONS	802-872-8110	eric@obusheyandsons.com
N. Ann Buxton	Champlain Construction, Inc	802 388 2652	niann@champlainconstruction.com

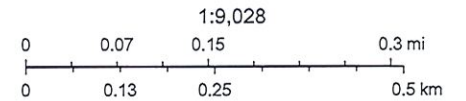
ATTACHMENT 3

Location for Old Material



11/19/2021, 3:30:11 PM

- | | | | |
|----------------|-----------------------------|----------------------------|--------------------|
| — Override 1 | — Road Centerline | - - - Private/Unknown | 2018 Color Imagery |
| ⊙ GeoRSS_980_2 | — US Highway | ▭ 2020 Tax Parcel Boundary | ■ Red: Band_1 |
| — Railroad | — Town Highway Class 2 or 3 | ■ 2020 Unlanded Property | ■ Green: Band_2 |
| | - - - Town Highway Class 4 | — Stream Centerline | ■ Blue: Band_3 |



VCGI, Charlotte Conservation Commission, Chittenden County RPC, VCGI, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ATTACHMENT 4

**INVITATION TO BID
Monkton Road Slope Stabilization**

Sealed bids from contractors shall be accepted until 7:00 pm, prevailing time on Monday, December 6 at 159 Ferry Road, Charlotte, VT 05445 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: Monkton Road Slope Stabilization.

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

LOCATION: Beginning at a point on US Route 7 (Ethan Allen Highway) in Ferrisburgh, at the intersection of US Route 7, Stage Road, and Old Hollow Road. East on Old Hollow Road to the intersection of Old Hollow Road and Mt Philo Road. North on Mt Philo Road to the intersection of Mt Philo Road and Spear Street. East on Spear Street to the intersection of Spear Street and Monkton Road. The Monkton Road slope failure is approximately 1,200 feet south of the Monkton Road and Spear Street intersection on the east side of the road.

TYPE OF CONSTRUCTION: Work to be performed under this project includes: Slope stabilization, low density cellular concrete installation, roadway regrading, and other highway related items

CONTRACT COMPLETION DATE: The Contract shall be completed on or before June 30, 2022.

OBTAINING PLANS: Plans may be obtained electronically as a pdf at www.dubois-king.com/projects-bidding-active for \$50.00 via the website directions.

ENGINEERS ESTIMATE: For this Proposal the Engineers Estimate falls between \$250,000 and \$500,000.

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

Dubois & King, Inc., 6 Green Tree Drive, South Burlington, VT 05403.

PREBID CONFERENCE: A non-mandatory pre-bid conference will be held for the project on Friday, November 19 and 10:00 am at project site.

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 Brian Breslend, 6 Green Tree Drive, South Burlington, VT 05403 and 802-878-7661 (bbreslend@dubois-king.com).

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 A 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 A for Debarment and Non-Collusion Affidavit (CA-91). **This affidavit must be submitted with the bid.**

ATTACHMENT 5

INSTRUCTIONS TO BIDDERS
Monkton Road Slope Stabilization

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. 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.
- b. 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.
- c. If a bidder submits a unit bid price of zero for a contract bid item, the bid may be declared informal.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 Charlotte Selectboard. Such notice shall be provided: (a) no earlier than the day of the Town of Charlotte issuance of the Notice of Award; and (b) no later than five (5) business days after the Town of Charlotte 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 Charlotte 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 Charlotte 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 Charlotte Selectboard concludes that the Bidder submitting the protest has established a basis for protest, the Charlotte 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 may reject a bid submitted without a completed Debarment and Non-Collusion Affidavit.
 - e. The Municipality may reject a bid submitted without a Bid Bond.
 - f. The Municipality may 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.
 - g. 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.
 - h. 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 may 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/Municipality. 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

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

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

21. Contaminated Soils

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 andy.shively@vermont.gov or by phone at . (802) 229-8740 or by pager at (802) 250-4666.

22. Contract Documents

See Sample Construction Contract below for contract documents to be included.

<https://outside.vermont.gov/agency/VTRANS/external/MAB-LP/SitePages/FinalPlans,SpecificationsAndEstimate.aspx>

In the event that a bidder suspects or determines the proposal is incomplete, notify Brian Breslend, 6 Green Tree Drive, South Burlington, VT 05403 and 802-878-7661 (bbreslend@dubois-king.com).

ATTACHMENT 6

BID FORM
Monkton Road Slope Stabilization

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 Town of Charlotte, 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.

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.

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 June 30, 2022.

Bidder acknowledges receipt of the following Addenda:

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

Monkton Road Slope Stabilization
 Bid Form

November 15, 2021

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.10	Clearing and Grubbing	LS	1	\$ _____	\$ _____
	Unit Price in Words _____				
203.15	Common Excavation	CY	2500	\$ _____	\$ _____
	Unit Price in Words _____				
203.15	Solid Rock Excavation	CY	30	\$ _____	\$ _____
	Unit Price in Words _____				
203.31	Sand Borrow	CY	780	\$ _____	\$ _____
	Unit Price in Words _____				
301.15	Subbase of Gravel	CY	340	\$ _____	\$ _____
	Unit Price in Words _____				
301.35	Subbase of Dense Graded Crushed Stone				
		CY	330	\$ _____	\$ _____
	Unit Price in Words _____				
605.10	Underdrain Pipe, 6 inches				
		LF	680	\$ _____	\$ _____
	Unit Price in Words _____				
613.10	Stone Fill, Type I				
		CY	2	\$ _____	\$ _____
	Unit Price in Words _____				
620.55	Removal of Existing Fence				
		LF	70	\$ _____	\$ _____
	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 _____				

Monkton Road Slope Stabilization
Bid Form

November 15, 2021

900.608 Special Provision
(Low Density Cellular Concrete)
CY 920 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision
(Erosion Control)
LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision
(Grubbing Material, 6")
LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision
(Subbase Excavation)
LS 1 \$ _____ \$ _____

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.

BIDDER QUALIFICATION STATEMENT:

Provide three project references. References shall include at least one slope project and one light weight concrete installation.

1. Project Description:

Project Location:

Year Completed:

Contact Name:

Position:

Contact Email:

2. Project Description:

Project Location:

Year Completed:

Contact Name:

Position:

Contact Email:

3. Project Description:

Project Location:

Year Completed:

Contact Name:

Position:

Contact Email:

Monkton Road Slope Stabilization
Bid Form

November 15, 2021

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

ATTACHMENT 7

900 SPECIAL PROVISIONS

LOW DENSITY CELLULAR CONCRETE

1. DESCRIPTION. This work shall include all labor, materials, and equipment to furnish and install a free draining open-cell, Low Density Cellular Concrete (LDCC) at the locations shown in the plans in accordance with the details in the plans and this specification.
2. MATERIALS.
 - (a) Expansion Material. The expansion material or foaming agent shall be approved in advance by the engineer prior to producing fill meeting the performance requirements and complying with applicable ASTM standards.
 - (b) Cement. Portland cement shall comply with ASTM C150 (Type I, II, or III), ASTM C595 or C1157. Pozzolans and other cementitious material may be used.
 - (d) Aggregate. Aggregate shall meet ASTM C33 or C330.
 - (e) Fly Ash. Fly Ash shall meet ASTM C618, be Class C or Class F and be compatible with the foaming agent.
 - (f) Water. Water shall be free from deleterious substances, and shall be non-potable meeting ASTM C94
 - (g) Water Reducing, Retarding, High-Range Water-Reducing Admixtures. If approved to be used by the manufacturer of the preformed foam, admixtures for water reducing, retarding, accelerating, anti-washout and other specific properties may be used and shall comply with ASTM C494.
 - (g) Admixtures. Admixtures may be used when specifically approved by the manufacturer.
 - (h) Forms. Forms shall meet the requirements of Section 541.09. with the following exceptions:
 - (1) Stay-in-place forms are allowed if they not organic.
 - (2) Alternative forms may be used if approved by manufacturer and Engineer.

- (g) No chloride or other unauthorized admixtures shall be used.
- 3. PERFORMANCE REQUIREMENTS. The Minimum Coefficient of Permeability shall be 1×10^{-3} cm/sec at 13.8 kPa (2 psi).
- 4. CONSTRUCTION REQUIREMENTS. The following construction requirements shall apply:
 - (a) Site Conditions. The areas for work of this section shall be examined. The Contractor shall correct conditions detrimental to timely and proper completion of the work.
 - (b) Production.
 - (1) Foam generating equipment shall be used to produce a predetermined quantity of pre-formed foam which shall be mixed and blended with cementitious slurry. Equipment shall be calibrated to produce consistent foam that shall retain its stability until the cement sets to form a uniform cellular structure.
 - (2) When producing neat cellular concrete (no sand or other aggregates), pre-formed foam under no circumstances shall be added or blended with cementitious slurry in a transit mixer.
 - (3) Pervious LDCC shall be produced utilizing specialized automated proportioning, mixing, and foam producing equipment, which is capable of meeting the specified properties.
 - (4) Avoid excessive handling of the material. After sufficient mixing of the foam with slurry, Pervious LDCC shall be conveyed promptly in its final location.
 - (5) All equipment used to furnish the Pervious LDCC must be approved by the manufacturer.
 - (c) Preparation. The installation of engineered fill shall be in accordance with procedures provided by the manufacturer. The area to be filled shall not have any standing water in it prior to placement. Items encased in the fill shall be set and stable prior to installation.

(d) Installation.

- (1) Prior to placement of Pervious LDCC, the ground surface shall be excavated to the lines and grades shown on the plans.
- (2) There shall be no standing water in the area to be filled. If necessary, dewatering shall be continuous during placement of materials.
- (3) Any items to be encased in Pervious LDCC shall be set in place and secured prior to installation of material.
- (4) Placement shall not be allowed on frozen ground.
- (5) The low density cellular concrete shall be placed in lifts and coordinated with reinforcing as directed and recommended by the Manufacturer to control mass temperatures. Use of site batching, mixing, and placing equipment shall be approved by the Manufacturer.
- (6) Place Pervious LDCC in such a manner so that minimal consolidation of material occurs during or after placement.
- (7) Materials shall be mixed and conveyed promptly to the point of placement. Fill shall be cast in lifts in such a manor to prevent segregation.
- (8) The final surface finish shall be within +/- 0.2 feet of plan elevation.
- (9) Placement of Pervious LDCC shall not exceed depths as recommended by the manufacturer.
- (10) Pervious LDCC shall not be vibrated or disturbed. Unless recommended by the Manufacturer, vehicles, equipment, backfills or other loadings on the fill material shall not be permitted until the material has attained an adequate compressive strength.

TABLE 1 – ACCEPTABLE VALUES

Property	Acceptable Values
Cast Density Range	20-40 PCF
Minimum Compressive Strength	40 PSI

- (e) Forms. The installation of forms shall meet the requirements of Section 541.09.
5. CURING. Begin curing as soon as free water has disappeared from exposed surfaces. Keep exposed surfaces continuously wet for 72 hours by use of vegetative wet covering. The Contractor shall not allow for flooding or standing water.
- Curing processes and practices may be modified by the recommendations of the manufacturer.
6. QUALITY CONTROL AND QUALITY ASSURANCE.
- (a) Contractor shall have a record of experience and quality of work placing Pervious LDCC that is satisfactory to the Engineer including the following:
- (1) Shall be capable of developing a mix design, batching, mixing, handling, and placing of Pervious LDCC.
 - (2) Shall be regularly engaged in the production and placement of Pervious LDCC for engineered fills.
 - (3) Workers, including the contractor's superintendent and/or foreman, shall be fully qualified to perform the work and have had previous experience in production and placement of Pervious LDCC under similar conditions.
- (b) Testing.
- (1) Testing to be performed by the Owner or approved agency.
 - (2) A minimum of two (2) 3"x 6" cylinders shall be molded for each lift placed.

- (3) Pervious LDCC may be tested at any age (after 3 days) for compressive strength in accordance with ASTM C-495. At least one (1) specimen from each set should be tested at 28 days.
- (4) Contractor shall record and measure wet cast densities at the point of placement hourly. Mix shall be adjusted as required to obtain the specified cast density at the point of placement.

7. SUBMITTALS. The Contractor shall provide the following submittals:

- (a) Mix design for Pervious LDCC, including materials to be used and their sources. This shall include the physical properties of the LDCC, including density, strength and modulus of elasticity.
- (b) Resume of contractor showing experienced (as specified in Section 6 Quality Control and Quality Assurance), including qualifications of contractor's superintendent and/or foreman.
- (c) Description of equipment and placement methods to verify compliance with specifications.

8. METHOD OF MEASUREMENT. The quantity of Special Provision (Low Density Cellular Concrete) to be measured for payment will be the number of cubic yard installed in the complete and accepted work. Measurement will be the finished volume of placed concrete slabs.

9. BASIS OF PAYMENT. The accepted quantity of Special Provision (Low Density Cellular Concrete) will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, handling, assembling formwork, and placing the materials specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Low Density Cellular Concrete)	CY

ATTACHMENT 8

Brian,

I received signatures on the easements from the Morses and Dickerson-Parkers—but the Selectboard indicated they want to “accept” the easements at a meeting—so this will happen on December 6th. The landowners requested payment for the easements—so that’s also why the Selectboard needs to approve.

I don’t believe I have a copy of the Wetland Permit application that Aimee Rutledge signed as the preparer. I’m attaching the copy that I signed, which perhaps she can also sign? (I have the signatures of the landowners on separate sheets).

Once I have Aimee’s signature, I’ll submit the application.

Thanks for all your work.

Dean

From: Brian Breslend [mailto:bbreslend@dubois-king.com]
Sent: Wednesday, November 24, 2021 12:36 PM
To: Dean Bloch <Dean@townofcharlotte.com>
Subject: Monkton road - row status, wetland permit

Dean,

Has right-of-way been cleared?

Also, was informed today that your check for the permit will be returned to the Town. DEC didn’t want the check sitting too long with out the permit. Assuming you have already submitted the permit, I believe you would need to resubmit the check. As an alternative, I believe payments can now be made online.

Brian

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Brian M. Breslend, P.E.*
Project Manager
Dubois & King, Inc.
6 Green Tree Drive
So. Burlington VT. 05403
Direct: (802) 728-7208
Cell: (802) 558-2209
* VT, NH, and ME