

INVITATION TO BID
St. Johnsbury TAP TA 16(2)

Sealed bids from pre-qualified contractors shall be accepted until 10:00 a.m., prevailing time on **April 22, 2022** at the St. Johnsbury Town Offices, 51 Depot Street, Suite 300, St. Johnsbury, VT 05819 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: St. Johnsbury TAP TA 16(2).

Each BID must be accompanied by a certified check payable to the Town of St. Johnsbury 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 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) 622-1267.

All bidders shall be on the current VTRANS Contract Administration pre-qualified list "Contractors List of Curb and Sidewalk Category".

LOCATION: Beginning at a point on U.S. Route 5 approximately 400 feet north of the I-91 NB off-ramp and continuing along U.S. Route 5 (Railroad Street) a length of approximately 3,515 linear feet to Depot Square in downtown St. Johnsbury.

TYPE OF CONSTRUCTION: Work to be performed under this project includes: The construction of signs, rectangular rapid flashing beacons, sidewalk, curb, and pavement markings.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before **October 28, 2022.**

OBTAINING PLANS: Plans may be obtained from the VHB, 40 IDX Drive, Building 100, Suite 200, South Burlington, VT 05403. Email Shelly McCarthy at smccarthy@vhb.com. Electronic (PDF) copies of full-sized plans may be obtained at no cost. Hard copies of 11"x17" plans may be purchased at a cost of \$60.00 per set, checks should be made payable to VHB. Plans are not returnable.

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. Town of St. Johnsbury, 51 Depot Street, Suite 3, Town of St. Johnsbury, VT 05819.
2. VHB, 40 IDX Drive, Building 100, Suite 200, South Burlington, VT 05403.

PREBID CONFERENCE: There will be no pre-bid conference for this project.

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 Evan Detrick, PE, VHB Project Manager, Email: edetrick@vhb.com
All questions must be emailed to VHB.

No questions will be answered if received after 4:00 p.m. on **April 15, 2022**.

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.**

Contract Documents

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: The Town of St. Johnsbury 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.

PERFORMANCE OF THE CONTRACT WORK: Note that for this contract, the requirement to have the prime contractor perform 50% of the total contract work can be lowered to 30%, as shown in 23 CFR Part 635.116.

INSTRUCTIONS TO BIDDERS
St. Johnsbury TAP TA16(2)
Railroad Street and South Main Street Bike/Pedestrian Path
Project

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.

Instructions to Bidders

- 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

Instructions to Bidders

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

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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.

Instructions to Bidders

- 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 St. Johnsbury Selectboard. Such notice shall be provided: (a) no earlier than the day of St. Johnsbury's issuance of the Notice of Award; and (b) no later than five (5) business days after St. Johnsbury's 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.

Instructions to Bidders

- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the St. Johnsbury 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 St. Johnsbury 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 St. Johnsbury Selectboard concludes that the Bidder submitting the protest has established a basis for protest, the St. Johnsbury 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 bids which fail to acknowledge the bidder's receipt of any addendum if the addendum (addenda) contained

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information which substantively changed the municipality's requirements.

- h. 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.
- i. 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.

Instructions to Bidders

- 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 the Municipality within fifteen (15) 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

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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 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.

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

In the event that you suspect or determine the proposal is incomplete, notify Evan Detrick at (802) 497-6179.