

May 15, 2026

Cynthia Browning, Town Administrator
Town of Arlington
PO Box 304
Arlington, VT 05250

Re: Recreation Park Pedestrian Access, Arlington STP BP17(2)
Bid Analysis & Award Recommendation
DG 7180012

Dear Cynthia:

Two bid proposals for the above referenced project were received at the May 13, 2026 bid opening ranging from \$400,145 to \$815,069. The Engineer's Estimate was \$460,000. The enclosed bid tabulation summarizes the bid values. As shown, the lowest bid was received from Waters Excavation Inc. with a bid of \$400,145.00, which is 13% below the engineer's estimate.

Although only two bids were received, this level of participation is consistent with market conditions in the project area, which has historically experienced low bidder interest due to geographic and workload factors. The receipt of multiple bids demonstrates that competition was obtained to the extent practicable under current market conditions. The low bid is considered reasonable in comparison to the engineer's estimate and reflects fair and adequate competition for this procurement.

All bids included all required components and were considered responsive. Both contractors are listed on the VTrans pre-qualified list.

For the purposes of this bid analysis, only the construction items that were overbid or underbid by \$4,001.45 or more in cost between the engineer's estimate and the low bid price were analyzed. This amount (\$4,001.45) represents 1.00% of the low bid price. The low bid unit prices not included in this range were reviewed and no outliers were present, meaning that these items of lesser dollar amounts can be considered insignificant.

The seven items listed below were identified for further review as they were considered to be significant to the contract and potentially unbalanced. These items were determined to be acceptable for the reasons noted.

1. Item 406.3400, Bituminous Concrete Pavement, Non-Paver Placed:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$67.00	\$23,450.00	\$55.00	\$19,250.00	-\$4,200.00

The low bid unit price is lower than the estimate unit price for this construction item. While the low bid unit price is on the lower side it does fall within the range of the bid trend for projects of similar size. The listed quantity of 350 SY has been verified.

2. Item 618.1005, Portland Cement Concrete Sidewalk, 5 Inch:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$190.00	\$83,600.00	\$180.00	\$79,200.00	-\$4,400.00

The low bid unit price is lower than the estimate unit price for this construction item. While the low bid unit price is on the lower side it does fall within the range of the bid trend for projects of similar size. The listed quantity of 440 SY has been verified.

3. Item 618.4108, Stamped Concrete Island:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$350.00	\$5,250.00	\$1,000.00	\$15,000.00	+\$9,750.00

The low bid unit price is higher than the estimate unit price for this construction item. While the low bid unit price is on the higher side it is consistent with the other bidder. The listed quantity of 15 SY has been verified. This item is installed in a limited area with little to no chance of quantity overrun.

4. Item 635.1100, Mobilization/Demobilization:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$73,138.00	\$73,138.00	\$40,000.00	\$40,000.00	-\$33,138.00

The low bid unit price is lower than the estimate unit price for this construction item. While the low bid unit price is on the lower side it does fall within the range of the bid trend for projects of similar size and is consistent with the other bidder. The listed quantity of 1 LS has been verified.

5. Item 641.1100, Traffic Control, All-Inclusive:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	+\$15,000.00

The low bid unit price is higher than the estimate unit price for this construction item. While the low bid unit price is on the higher side it does fall within the range of the bid trend for projects of similar size. The listed quantity of 1 LS has been verified. As this is a lump sum item, there is no risk of contract cost increase during construction related to this item.

6. Item 678.2020004, RRFB, Solar-Powered, Double Sided:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	+\$5,000.00

The low bid unit price is higher than the estimate unit price for this construction item. While the low bid unit price is on the higher side it does fall within the range of the bid trend for projects of similar size. The listed quantity of 1 EA has been verified. This item is installed in a single location with no chance of quantity overrun.

7. Item 900.675, Marble Inlay Sidewalk:

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$490.00	\$108,780.00	\$275.00	\$61,050.00	-\$47,730.00

The low bid unit price is lower than the estimate unit price for this construction item. There is little comparison information available for this construction item as it is not a common sidewalk material. The listed quantity of 222 SY has been verified.

Based on our review of the bid from Waters Excavation Inc., the prices do not appear materially or mathematically unbalanced.

As a result of this bid analysis, we recommend award to the low bidder, Waters Excavation Inc. The low bid offers no advantage to the contractor or disadvantage to the municipality. If the Town concurs with the analysis above, the authorized Town representative should sign on the next page and sign the attached Notice of Award to award the contract to Waters Excavation for \$400,145.00. Please return both signed documents to our office via email.

If you have any questions, please contact us.

Sincerely,
DUFRESNE GROUP



Christina M. Haskins, PE
Co-President

Enclosures

1. Bid Tabulation
2. Notice of Award

C Peter Pochop

Town Concurrence:

Town of Arlington

Date

VTrans Concurrence:

VTrans Project Manager

Date

RECREATION PARK PEDESTRIAN ACCESS
ARLINGTON STP BP-17(2)
ARLINGTON, VERMONT

BID OPENING: May 13, 2026, 2:00 PM
ENGINEER'S OPINION OF CONSTRUCTION COST: \$460,000.00
I CERTIFY THIS IS A TRUE COPY OF THE BIDS RECEIVED

Chapman

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	ENGINEER'S ESTIMATE		Waters Excavation Inc. PO Box 230 Perkinsville, VT 05151		Weaver Excavating, Inc. 227 Morse Road Bennington, VT 05201	
					TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
203.1500	Common Excavation	275	CY	\$ 37.00	\$ 10,175.00	\$ 40.00	\$ 11,000.00	\$ 25.00	\$ 6,875.00	
203.3000	Earth Borrow	40	CY	\$ 46.00	\$ 1,840.00	\$ 30.00	\$ 1,200.00	\$ 65.00	\$ 2,600.00	
301.2600	Subbase of Crushed Gravel, Fine Graded	320	CY	\$ 63.00	\$ 20,160.00	\$ 65.00	\$ 20,800.00	\$ 65.00	\$ 20,800.00	
406.3400	Bituminous Concrete Pavement, Non-Paver Placed	350	SY	\$ 67.00	\$ 23,450.00	\$ 55.00	\$ 19,250.00	\$ 95.00	\$ 33,250.00	
540.1000	Precast Concrete Structure	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 3,500.00	\$ 3,500.00	\$ 8,500.00	\$ 8,500.00	
601.0910	15 Inch CPEP	5	LF	\$ 150.00	\$ 750.00	\$ 170.00	\$ 850.00	\$ 300.00	\$ 1,500.00	
616.2100	Vertical Granite Curb	190	LF	\$ 95.00	\$ 18,050.00	\$ 100.00	\$ 19,000.00	\$ 105.00	\$ 19,950.00	
616.2150	Vertical Granite Curb, Mountable	110	LF	\$ 130.00	\$ 14,300.00	\$ 110.00	\$ 12,100.00	\$ 120.00	\$ 13,200.00	
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	440	SY	\$ 190.00	\$ 83,600.00	\$ 180.00	\$ 79,200.00	\$ 320.00	\$ 140,800.00	
618.1008	Portland Cement Concrete Sidewalk, 8 Inch	162	SY	\$ 217.00	\$ 35,154.00	\$ 200.00	\$ 32,400.00	\$ 380.00	\$ 61,560.00	
618.3000	Detachable Warning Surface	20	SF	\$ 70.00	\$ 1,400.00	\$ 50.00	\$ 1,000.00	\$ 280.00	\$ 5,600.00	
618.4108	Stamped Concrete Island	15	SY	\$ 350.00	\$ 5,250.00	\$ 1,000.00	\$ 15,000.00	\$ 950.00	\$ 14,250.00	
619.2000	Removing and Resetting Property Markers	1	EA	\$ 520.00	\$ 520.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
630.1500	Flaggers	390	HR	\$ 53.00	\$ 20,670.00	\$ 48.00	\$ 18,720.00	\$ 65.00	\$ 25,350.00	
635.1100	Mobilization/Demobilization	1	LS	\$ 73,138.00	\$ 73,138.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	
641.1100	Traffic Control, All-Inclusive	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	
646.3110	Crosswalk Marking, Waterborne Paint	24	LF	\$ 11.00	\$ 264.00	\$ 125.00	\$ 3,000.00	\$ 6.25	\$ 150.00	
651.1500	Turf Establishment, General Seed	750	SY	\$ 1.50	\$ 1,125.00	\$ 2.50	\$ 1,875.00	\$ 40.00	\$ 30,000.00	
651.3500	Topsail	90	CY	\$ 74.00	\$ 6,660.00	\$ 75.00	\$ 6,750.00	\$ 90.00	\$ 8,100.00	
653.1000	Hay Mulch	0.3	TON	\$ 1,180.00	\$ 354.00	\$ 2,500.00	\$ 750.00	\$ 6,666.66	\$ 2,000.00	
656.8500	Tree Protection	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	
675.5000	Sign Removal, Flat Sheet Aluminum	2	EA	\$ 55.00	\$ 110.00	\$ 35.00	\$ 70.00	\$ 250.00	\$ 500.00	
675.6000	Resetting Signs	2	EA	\$ 75.00	\$ 150.00	\$ 65.00	\$ 130.00	\$ 250.00	\$ 500.00	
678.2020004	RRFB, Solar-Powered, Double Sided	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	
900.675	Marble Inlay Sidewalk	222	SY	\$ 490.00	\$ 108,780.00	\$ 275.00	\$ 61,050.00	\$ 1,622.00	\$ 360,084.00	
TOTAL BID					\$ 460,000.00	\$ 400,145.00	\$ 815,069.00			

Notes:

1. Bold and italicized numbers indicate mathematical errors identified in the bid.

NOTICE OF AWARD

Project Name/Number: Arlington STP BP17(2)

Description of Work: Construction of sidewalk, curb, and crosswalk with rectangular rapid flashing beacon along Route 7A.

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 \$ 400,145.00

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 _____, 2026

Town of Arlington, Vermont

Name _____

Title _____

Signature _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this ____ day of _____, the 2026

By _____ Name: _____

(Signature)

Title _____

CONSTRUCTION CONTRACT

1. Parties. This is a construction contract made this 1 day of June, 2026 between the Town of Arlington (hereafter called "Owner"), and Waters Excavation Inc. of P.O. Box 230 Perkinsville, VT 05151, a corporation, incorporated under the laws of the State of Vermont, its successors and assigns, (hereafter called "Contractor").

2. Subject Matter. The Contractor, in consideration of the payment or payments specified in this Contract and agreed to by the Owner, hereby agrees to furnish all the materials and to perform all the work and labor in the improvement of a certain project in the Town of Arlington, at the unit prices bid by Contractor for the respective estimated quantities, aggregating approximately the sum of \$400,145, and such other items, as are mentioned in the original Proposal. The original Proposal and prices named, together with the Standard Specifications for Construction ("Specifications") as are listed in the Schedule of Prices, are made a part of this Contract. Also, the drawings of the roadway prepared by the Dufresne Group are made a part this Contract. The project is situated as follows Arlington STP BP17(2). The project is to create a safe pedestrian route between Arlington Village and the existing Arlington Recreation Park access path approximately 0.3 miles to the north along Route VT 7A.

3. Labor and Material; Specifications. The Contractor shall perform all the work and labor in the best and most workmanlike manner. The materials and labor shall be in strict and entire conformity, in every respect, with the Specifications and drawings and shall be subject to the inspection and approval of the Owner. If any of the material or labor shall be rejected by the Owner as defective or unsuitable, then the Contractor shall remove and replace the defective or unsuitable materials with other approved materials and do the labor anew, to the satisfaction and approval of the Owner, at the cost and expense of the Contractor. The VTrans 2024 Standard Specifications for Construction are incorporated herein, and made a part of this Contract

4. Time for Performance; Liquidated Damages. The Contractor shall furnish the materials and perform the labor in every respect to the satisfaction and approval of the Owner, on or before November 15, 2026 after written notice has been given by the Engineer to begin work. In case of the failure on the part of the Contractor, for any reason, except as provided in this Contract, to complete the furnishing of the materials and performing the work on or before November 15, 2026 the Owner shall deduct from any moneys due or which may become due the Contractor, or if no moneys shall be due, the Owner shall have the right to recover the amount of liquidated damages as provided in the Specifications for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms of the Contract. Any such deductions or sums to be recovered are not penalties but liquidated damages. However, the Owner at its discretion, shall make allowance over the period specified for the completion of the work, for causes over which the Contractor has no control and which must delay the completion of the work, in such case, the Contractor shall become liable for liquidated damages for delays beginning from the date on which the extended period shall expire.

5. Extra Work or Materials; Claims. The Contractor understands and agrees that the Owner will not allow any claim for extra work or materials, not specifically provided in this Contract. The Contractor shall not do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the Owner. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the Owner. The Owner will not be liable for any materials furnished or used or for any work or labor done, unless the materials, work or labor are required of the Contractor on written order furnished by the Owner. Any such work or material which may be done or furnished by the Contractor without such written order first being given by the Owner shall be at the Contractor's own risk, cost and expense. The Contractor agrees that without such written order the Contractor shall make no claim for compensation for work or materials so done or furnished.

6. Assignment; Subcontracting. The Contractor shall not assign this Contract or any part of this Contract, or any right to any moneys to be paid the Contractor under this Contract, without the prior written approval of the Owner. The Contractor shall not subcontract any part of the work to be done or materials furnished under the Contract without the written approval of the Owner. The Contractor shall perform a minimum of 50% of the work with their own forces.

7. Acceptance of Final Payment; Release. The Contractor's acceptance of the final payment shall be considered as a release in full of all claims against the Owner arising out of, or by reason of the work done and materials furnished under this Contract.

8. Bonds. The Bonds given by the Contractor, a Performance Bond in a sum equal to one-hundred (100) per centum, and a Payment (Labor and Materials) Bond in the sum equal to one-hundred (100) per centum of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are attached to and made a part of this Contract.

9. Dispute Resolution; Exclusivity of Administrative Remedies. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part of this Contract, or any breach of this Contract shall be referred to the governing body of the Owner. Should a claim be denied in whole or in part by the governing body of the Owner, the Contractor may appeal to the VTrans Chief Engineer, whose decision and award shall be final, binding and conclusive upon all parties, subject to the right of appeal to the Transportation Board under 19 V.S.A. § 5(d) (4). All other rights or rights of action at law or in equity under and by virtue of this Contract and all matters connected with and relating to this Contract are hereby expressly waived.

10. Compensation for Contract Work. The Contractor agrees to receive the prices set forth in the Schedule of Prices as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete this Contract to the satisfaction of the Owner.

11. Contract Documents. The term Contract Documents means and includes each and every one of the following, in their individual entireties (those listed as attachments shall be physically attached to the Contract):

Included as attachments:

- Schedule of Prices (Bid Form) (attach contractor's bid form)
- Contractors EEO Certification Form CA-109 – Appendix A (attach contractor's EEO form)
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B (attach contractor's affidavit)
- Worker Classification Compliance Requirement (*Prime Contractor*) – Appendix C (attach contractor's filled out form)
- Required Contract Provisions for Federal-Aid Construction, FHWA Form 1273 – Appendix D (Form 1273 must also be attached to all subcontracts)
- Standard Federal EEO Specifications, (Executive Order 11246) CA-26 – Appendix E
- Vermont Minimum Labor & Truck Rates – Appendix F
- Disadvantaged Business Enterprise (DBE) Policy Contract Requirements CR-110– Appendix G
- Compliance Bond – Appendix H (attach contractor's Performance Bond)
- Labor & Materials Bond – Appendix I (attach contractor's Payment Bond)
- Standard Title VI/Non-Discrimination Assurances Appendices A and E – Appendix K
- Certificate of Workers' Compensation Coverage (*Prime Contractor*) – Appendix L

Included by reference:

- Invitation for Bids
- Instruction to Bidders
- Project Special Provisions
- VTrans 2024 Standard Specifications for Construction
- Project Permits (Highway Access Permit, etc.)
- Environmental Permits
- US Department of Labor Davis-Bacon Rates
- Approved Project Change Orders
- Right of Way and Utility Clearance
- Materials Record and Certification Package
- Work Zone Safety & Mobility Policy and Guidance Document

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

OWNER:

Name _____
 Signature _____
 Title _____

(SEAL)

Attest _____
 Name _____
 (Please Type)
 Title _____

CONTRACTOR:

Firm _____
 Name and Title _____
 Signature _____
 Address _____

(SEAL)

Attest: _____
 Name: _____
 (Please Type)
 Title _____