State of Vermont Month, Day, Year(Should be the day of advertising)

Agency of Transportation Page 1

Special Provisions for: Project Project Number

\*\*Special Provision #1.

**Labor Market Area:**

1. LABOR SUPPLY. Available workers for this Contract may be obtained from the Vermont Department of Employment & Training’s webpage at the following address: <http://www.vtlmi.info/region.cfm> and from the VTrans Office of Civil Rights and Labor Compliance’s webpage at the following address:

<http://vtrans.vermont.gov/sites/aot/files/civilrights/documents/edhc/EmploymentResourceList.pdf>.

\*\*Special Provision #2. There are three variations as shown. Two variations require provision #3 as shown.

Date Only:

2. CONTRACT COMPLETION DATE. This Contract shall be completed on or before Month, Day, Year.

If Completion Date is set outside of construction season (i.e. after December 1st):

In accordance with this requirement, and with reference to Subsection 108.09(d), work will be allowed during the seasonal closure period from Month (December-April) Day, Year to Month (December-April) Day, Year. Example: December 7, 2016 to February 18, 2017.

Duration Only:

2. CONTRACT COMPLETION DATE. This Contract shall be completed in a Contract time of xxx calendar days or less during the 20xx construction season.

3. NOTICE TO BIDDERS. Upon any Contractor’s receipt of the VAOT Contract award letter, the Contractor shall submit to the VAOT Construction Section for review and approval a certified letter which states the Contract BEGIN CONSTRUCTION DATE. This letter shall be received by the Construction

Section a minimum of fourteen (14) calendar days prior to the BEGIN CONSTRUCTION DATE indicated in the letter. The BEGIN CONSTRUCTION DATE shall be determined by the Contractor. Upon receipt of this letter by the Construction Section, a formal Notice to Proceed will be processed and a pre-construction conference scheduled. Accompanying this letter, the Contractor shall submit a progress schedule as specified in Subsection 108.03.

 The xxx calendar day duration given to complete the Contract will begin at 12:01 a.m. on the BEGIN CONSTRUCTION DATE submitted in the letter, regardless of whether or not construction activities actually begin on that date, and will expire at 11:59 p.m. on the xxxth calendar day. If the Contractor fails to complete the Contract within the xxx day Contract time, liquidated damages in accordance with the provisions of Subsection 108.12 will be assessed for each calendar day following the xxx day Contract time that the Contract remains unfinished.

Duration and Date:

2. CONTRACT COMPLETION DATE. This Contract shall be completed in a Contract time of xxx calendar days or less during the 20xx construction season, but no later than Month Day, Year.

3. NOTICE TO BIDDERS. Upon any Contractor’s receipt of the VAOT Contract award letter, the Contractor shall submit to the VAOT Construction Section for review and approval a certified letter which states the Contract BEGIN CONSTRUCTION DATE. This letter shall be received by the Construction Section a minimum of fourteen (14) calendar days prior to the BEGIN CONSTRUCTION DATE indicated in the letter. The BEGIN CONSTRUCTION DATE shall be determined by the Contractor. Upon receipt of this letter by the Construction Section, a formal Notice to Proceed will be processed and a pre-construction conference scheduled. Accompanying this letter, the Contractor shall submit a progress schedule as specified in Subsection 108.03.

 The xxx calendar day duration given to complete the Contract will begin at 12:01 a.m. on the BEGIN CONSTRUCTION DATE submitted in the letter, regardless of whether or not construction activities actually begin on that date, and will expire at 11:59 p.m. on the xxxth calendar day.

If the Contractor fails to complete the Contract within the xxx day Contract time or by Month Day, Year, whichever occurs sooner, liquidated damages in accordance with the provisions of Subsection 108.12 will be assessed for each calendar day following the xxx day Contract time, or for each working day following Month Day, Year, whichever occurs sooner, until the established Substantial Completion Date.

Interim Completion Date:

xx. INTERIM COMPLETION DATE.

The contractor shall list work required on list highway from MM xxx to MM xxx in Town(s) or City(ies) shall be completed on or before Month Day, Year.

Liquidated damages in the amount of xx% (*A calculation is required for documentation purposes. This number is the percentage of the work required of the total estimated project cost)* of the applicable Contract Daily Charge Per Day of Delay in accordance with Subsection 108.12(c) will be

assessed for each working day following October 14, 2016 that the specified work is not completed. These liquidated damages are separate from, and will be imposed in addition to, liquidated damages which may be imposed for failure to complete the Contract on time.

The provisions for substantial completion and for an extension of time will not apply to the requirements listed above on or before October 14, 2016 unless authorized by the Vermont Agency of Transportation.

xx. Notice to bidders - Work Requirement(s).

The Contractor is hereby notified xxx (Include any requirement associated with the Interim Completion Date).

\*\*Special Provision immediately following Contract Completion Date (and Interim Completion Date, if applicable) special provision(s). There are two variations as shown. Applicability is determined in accordance with FHWA-1273 Section IV PAYMENT OF PREDETERMINED MINIMUM WAGE. From the FHWA “ **A Guide To Federal-Aid Programs And Projects -** <http://www.fhwa.dot.gov/federalaid/projects.pdf>”, there are two excepts. If any of the listed Funding “program codes” are use, then Davis-Bacon wages are required.

Davis-Bacon applies:

xx. NOTICE TO BIDDERS. U.S. Department of Labor Davis-Bacon wage rates are applicable to this Contract. Copies of the applicable rates are included in this proposal.

*In the included wage rates, the requirements of Executive Order 13658 do not apply to this Contract.*

Davis-Bacon does not apply:

xx. NOTICE TO BIDDERS. U.S. Department of Labor Davis-Bacon wage rates are not applicable to this Contract.

\*\*Special Provision immediately following Davis-Bacon special provision. The deadline for inquiries is to be set as the Friday prior to the bid opening date.

xx. CONTACT WITH THE AGENCY. From the time of advertising until the actual bid opening for this Contract, all prospective Contractors, subcontractors, and suppliers shall direct all inquiries related to this project solely to the Agency's Office of Contract Administration AOT.ConstructionContractingInquiry@vermont.gov.

*The deadline for submitting inquiries related to this project to the Office of Contract Administration is 4:30 p.m. Eastern Standard Time on Month Day, Year (1 week before bid opening). No exceptions will be made to this requirement.*

\*\*Placement of the following in the special provision document is dependent on type of project and the inclusion of other project specific Notices to Bidders, etc. When developing draft special provisions, a project of similar type should be referenced to retain consistency in document set-up.

xx. NOTICE TO BIDDERS. The Contractor is hereby notified that in the absence of the Engineer, the Agency’s Safety Officer and the Agency’s Hazardous Materials and Waste Coordinator shall each have the authority to suspend work when they determine that a serious safety or environmental violation exists on the job site. The period of time work is suspended due to a serious safety or environmental violation will not be justification for an extension of time.

xx. NOTICE TO BIDDERS – Electronic Document Management.

The Contractor is hereby notified that the Contractor, their subcontractors, and suppliers shall use Doc Express for collection and management of electronic documents. Doc Express is a web based document management program which accepts electronic documents and provides security as appropriate for each submittal. All Contract required documents, such as Working Drawings as defined in subsection 105.03 of the 2011 Standard Specifications for Construction, Progress Schedules, Mix Designs, Weld Procedures, Requests for Information and Erosion Control Plans shall be submitted at the following link: <https://docexpress.com>. The entire submittal and review process shall occur within Doc Express except payroll and material acceptance requirements.

All costs associated with the use of Doc Express will be considered incidental to Item 635.11, Mobilization/Demobilization. The State will manage the Doc Express platform including Contract setup upon Contract execution.

For more information regarding the use of Doc Express see the information at the following link:

<https://outside.vermont.gov/agency/vtrans/external/docs/construction/Contracting/DocExpressOverviewforContractors.docx>

\*\*The next four special provisions will occur in sequence in the special provision document:

xx. STANDARD SPECIFICATIONS. The provisions of the 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

xx. SUPPLEMENTAL SPECIFICATIONS AND CONTRACT REQUIREMENTS. The Contractor’s attention is directed to the following specifications and contract requirements included in the Proposal form and effective for this Contract:

Required Contract Provisions for Federal-Aid Construction***(as applicable if project is 100% state funds then these are not included)***

Standard Federal EEO Specifications

VT Agency of Transportation Contractor Workforce Reporting Requirements

Workers’ Compensation; State Contracts Compliance Requirement

General Special Provisions dated October 12, 2016

Bulletin 3.5 Attachment C:  Standard State Provisions for Contracts and Grants

Vermont Minimum Labor & Truck Rates

Disadvantaged Business Enterprise (DBE) Policy Contract Requirements

U.S. Department of Labor Davis-Bacon Wage Rates(as applicable)

[Supplemental Specifications](as applicable)

[Project Permits](as applicable)

[Other Documents (Category II Work Plans, PIFs, Geotechnical Reports, etc.](as applicable)

Certification for Federal-Aid Contracts***(as applicable if project is 100% state funds then these are not included)***

Contractor’s EEO Certification Form

Debarment & Non-Collusion Affidavit

xx. NOTICE TO BIDDERS – CONTRACT INSURANCE REQUIREMENTS.  The Contractor is hereby notified that in the event of a discrepancy between the stated insurance requirements of Bulletin 3.5 Attachment C:  Standard State Provisions for Contracts and Grants and those of Subsection 103.04 of the Standard Specifications for Construction, the requirements of Subsection 103.04 of the Standard Specifications for Construction shall govern.

xx. NOTICE TO BIDDERS – ADDITIONAL CONTRACT REQUIREMENT. For construction and transportation projects over $250,000.00, a payroll process by which during every pay period the Contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that Contractors, subcontractors, and independent contractors have the appropriate workers’ compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the Department of Banking, Insurance, Securities, and Health Care Administration, upon request, and shall be available to the public.

xx. NOTICE TO BIDDERS-CARGO PREFERENCE REQUIREMENT. The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S.Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

xx. NOTICE TO BIDDERS – GEOTECHNICAL DATA REPORT. ***(as applicable)*** The Contractor is hereby notified of the *Geotechnical Data Report* for this project.  This report is available from the Contract Administration FTP site and “Advertised Projects” website, and is being provided during the bid solicitation period for this project for information and bidding purposes only.

xx. NOTICE TO BIDDERS – RE-DESIGNATION OF VTRANS OFFICIALS. The Contractor is hereby notified of the following re-designation of VTrans officials as referenced in the Contract Documents:

|  |  |
| --- | --- |
| Where in the Contract Documents it reads: | It shall be read as and shall mean: |
| Director of Program Development | Chief Engineer |
| Assistant Director of Program Development | Deputy Chief Engineer |
| Roadway, Traffic, and Safety Engineer; Roadway Program Manager; Highway Safety & Design Engineer; | Highway Safety and Design Program Manager |
| Structures Engineer | Structures Program Manager |
| Chief of Local Transportation Facilities | Director of Municipal Assistance Bureau |
| Construction Engineer; Materials and Research Engineer | Director of Construction and Materials Bureau |
| Director of Operations | Director of Maintenance and Operations Bureau |

\*\*The next three special provisions will occur in sequence in the special provision document if incentive/disincentive (I/D) is used or night work is required. Please note this language may vary depending on the Contract requirements but this is the most common one used.

xx. NOTICE TO BIDDERS - INCENTIVE/DISINCENTIVE (I/D). The Agency’s intent is to have the bridge closure period (BCP) be as short a duration as possible. To encourage the Contractor to provide a maximum effort to complete the Identified Work for I/D within the period as defined below, the Agency is willing to pay an incentive.

(a) Dates. The allowable BCP shall start at x:xx a.m. and end write out number (e.g. twenty-eight (xx) consecutive calendar days later by x:xx a.m. The duration shall be between Month Day, Year and Month Day, Year, inclusive. The write out number (e.g. twenty-eight (xx) consecutive calendar day BCP is herein defined as the I/D period.

 During the BCP, the Contractor will be allowed to work on the Bridge for 24 hours per day, 7 days per week, including holiday periods.

 Night work will be allowed during the BCP. See Special Provision No. xx NOTICE TO BIDDERS - REQUIREMENTS FOR NIGHTTIME WORK and No.14 NOTICE TO BIDDERS – NIGHTTIME WORK RESTRICTIONS for additional information and requirements.

The Contractor shall submit to the VAOT Construction Section for review and approval a certified letter indicating the BEGIN CONSTRUCTION DATE for the BCP work. This letter shall be received by the Construction Section a minimum of write out number (xx) calendar days prior to the BEGIN CONSTRUCTION DATE indicated in the letter. The BEGIN CONSTRUCTION DATE shall be determined by the Contractor.

The I/D period as established above for this Contract is absolutely fixed and will not be changed for any Act of God, omission, improper action, direction of the Engineer, or any other reason unless done so by the Secretary and only under extreme conditions as determined by the Secretary.

There shall be a pre-closure meeting held on site with the Contractor’s Superintendent, Contractor’s Project Manager, the Engineer, the Project Manager, the Town of xxx, Town of xxx Fire Department, Vermont State Police, and xxx Regional Commission (xxx) to discuss durations of work, types of night work, work sequencing, etc. The Contractor shall be responsible for setting this meeting up and making appropriate contacts. This meeting shall be held a minimum of xx days prior to the BCP.

There shall be a public information meeting. The Contractor’s Superintendent and Contractor’s Project Manager shall be available to attend. The Contractor shall be prepared to discuss the construction schedule with the public. The Public Outreach Coordinator shall be responsible for setting this meeting up and making appropriate contacts. This meeting shall be held a minimum of write out number (xx)days prior to the first BCP.

In addition, weekly meetings between the Contractor, Engineer, and other pertinent parties as determined by the Engineer shall be held to discuss the project progress and future construction activities, and current CPM progress schedules and narratives.

All prefabricated concrete elements shall be authorized for shipment prior to the BCP. The bridge shall remain open to traffic until the prefabricated elements are authorized for shipment.

(b) Identified Work. All work required to open the new Bridge to two-way traffic including:

 (1) xxx;

1. xxx; and
2. xxx

No daily lane closures will be allowed before the xx days prior

to the BCP to progress work items outside EPSC and Traffic Control.

In the xx days prior to the BCP the contractor will be allowed to maintain a minimum of one-lane (xx feet wide) alternating traffic for drilling and/or pile driving operations during daytime hours.

No night work will be allowed during this xx day window and two-lane, two-way traffic must be maintained on the existing alignment during nighttime hours.

(c) Pay Schedule. The Contractor will receive a lump sum compensation of write out amount dollars ($xx,xxx) for completing the Identified Work before the end of the I/D period.

In addition, the Contractor will be compensated at a rate of write out amount dollars ($xxx.xx) per hour that the Identified Work is completed prior to the end of the I/D period, up to a maximum total payment as specified herein. Only full hours where the new bridge is opened by 6:00 a.m. will count toward this extra incentive payment.

The maximum amount payable under the incentive clause shall be write out amount dollars ($xx,xxx) (including the lump sum payment).

For each hour after the end of the I/D period that the Identified Work remains uncompleted, the Contractor will be assessed a disincentive at a rate of write out amount dollars ($xxx.xx) per hour. The full hourly disincentive amount will be assessed for each hour that traffic is not allowed on the bridge for any portion of the hour. There shall be no maximum on the disincentive amount.

This assessed disincentive is separate from, and will be imposed in addition to, liquidated damages which may be imposed for failure to complete the Contract on time.

(d) Underruns and Overruns. The proposal indicates an estimated quantity for each Contract pay item. The fact that the actual amounts used in the construction of this project may vary from the estimate will not be a basis or cause for changing any of the conditions for I/D.

The Agency recognizes that additional work beyond the work indicated in the Plans, is always possible in any construction contract. The Agency is willing to pay for necessary additional work in accordance with the terms and requirements of the Contract and the Standard Specifications for Construction, however, the Contractor shall absorb any resulting construction time within the original project and CPM Schedules, and there will be no adjustments or changes to the I/D dates or I/D conditions.

(e) Payment. Payment will be made as specified in Section 900.

xx. NOTICE TO BIDDERS – REQUIREMENTS FOR NIGHTTIME WORK. The Contractor is hereby notified that night work will be allowed during the bridge closure period.

Night work shall be performed in accordance with the National Cooperative Highway Research Program (NCHRP) Report 476 – “Guidelines for Design and Operation of Nighttime Traffic Control for Highway Maintenance and Construction”. A copy of this guideline specification may be downloaded from the following website: <http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_476.pdf>.

Prior to beginning night work, the Contractor shall design a lighting system and present it to the Engineer for approval. The Contractor shall not perform any night work or activities within the project limits until the lighting system has been fully approved and is in place on the project.

The designed lighting system shall be mobile, shall be mounted separately from other construction equipment, shall illuminate the entire work area to daylight intensity with minimal glare, and shall be a surrounding design that minimizes shadows in the work area as much as possible.

All costs associated with the lighting system will be considered incidental to Contract item number and name.

xx. NOTICE TO BIDDERS - NIGHTTIME WORK RESTRICTIONS. The Contractor is hereby notified that during the bridge closure period, no work shall be performed between the hours of x:xx p.m. and x:xx a.m. that creates a noise level exceeding xx decibels. The decibel level shall be measured from the point of activity to the nearest occupied residence.

Construction activities expected to reach this noise threshold include pneumatic hammers, hoe-ram, and similar impact type equipment.

The Contractor shall provide the Engineer, for the duration of the nighttime work, with a sound level meter capable of measuring this noise criteria during the bridge closure period.

Sound level meters shall be Rion NL-20, CESVA SC-160, Extech 407780 or an approved equal capable of meeting IEC60651: 1979 Type 2 and IEC60804: 1985 Type 2 Standards.

The cost for providing this equipment and meeting the specified noise level criteria will not be paid for separately, but will be considered incidental to all other Contract items.

xx. NOTICE TO BIDDERS. All temporary construction signs shall meet the following requirements:

A. Where sign installations are not protected by guardrail or other approved traffic barriers, all sign stands and post installations shall meet National Cooperative Highway Research Program (NCHRP) Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH). The appropriate resource shall be determined as described in the MASH publication. No sign posts shall extend over the top of the sign installed on said post(s). When anchors are installed, stub shall not be greater than 4 inches above existing ground.

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

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

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

E. All stationary signs shall be mounted on two 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2 ¼” galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

F. Prior to placing temporary work zone signs on the project, the Contractor must furnish for the Engineer’s approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 4 inches above ground level and bolts for sign post.

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

H. Speed zones, if used, should be a maximum of 10 mph below existing posted speeds. Temporary speed limit certificates must be approved by the Chief Engineer.

xx. NOTICE TO BIDDERS. All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM D 4956 Type III sheeting, unless otherwise shown on the Plans.

xx. NOTICE TO BIDDERS – CONCURRENT CONSTRUCTION. ***(as applicable)*** The Contractor is made aware of the following VTrans construction project expected to be in progress within the area of this project during its construction.

|  |  |  |
| --- | --- | --- |
| Project | Contractor | Anticipated Contract Completion Date |
| Project Name Project Number | TBD if unknownName if known | TBD if unknownDate if known |

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

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

xx. ENVIRONMENTAL. Contract Commitments as written – found on Environmental Commitments Memo.

xx. UTILITIES. Utility Special Provisions as written except do not write out the entire item name and number. Instead state: ‘in accordance with Contract item xxx.xx’.

xx. NOTICE TO BIDDERS - SALVAGED MATERIALS. ***(as applicable)*** The Contractor is hereby notified that xxx removed and not re-used on the project shall remain the property of the State.

All costs for loading and delivering these salvaged materials will be incidental to Contract item xxx.xx, item name.

The Contractor shall load xxx of the salvaged materials onto suitable transport and deliver them to the VTrans Name which District – Example: Mendon garage at full address.

The Contractor shall contact Name (Sometimes this is the Garage Supervisor, Maintenance Area Supervisor, or DTA – If you do not know or have a specific person as contact than use their title(s)) [Tel.: (802) xxx-xxxx] a minimum of two (2) weeks prior to beginning delivery to the designated location.

If the location to deliver the salvaged materials is more than 10 miles away you must get approval from FHWA.

\*\*There are three variations of the following provision, dependent on whether the project(s) is/are being constructed on the Interstate, a State (or Town) highway, or both.

x. [INTERSTATE HIGHWAY, HIGHWAY, or INTERSTATE AND HIGHWAY] PARKING RESTRICTIONS. Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of the [Interstate] highway or intersecting highways. All trucks or equipment so stopped or parked shall be at least 4 feet from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the [roadway] or [roadway or ramps] [roadway or ramps, or at locked gate access locations,] will not be permitted unless authorized by the Engineer to meet field conditions.

Private automobiles of workers will not be permitted to stop or park on the shoulders or right-of-way of the [Interstate] highway or intersecting highways. This restriction shall include all park and ride lots and rest areas within the project limits.

Each of the Contractor’s trucks or equipment used for the construction of this project and permitted to park or stop as provided above shall be equipped with flashing light signals on the front and rear and the signals shall be operating at all times when parked or stopped on the [Interstate] highway unless otherwise authorized by the Engineer. Equipment, materials, or vehicles must be parked or placed a minimum of 30 feet from the edge of pavement in all directions or a minimum of 10 feet behind guardrail when not being utilized.

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

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

\*For construction on Interstate include the following provision:

x. U-TURNS. The Contractor's attention is directed to the provisions of Subsection 105.17 requiring the maintenance and repair of roadways within the construction limits, which includes U-turns located within the construction area.

SPECIAL CONSTRUCTION REQUIREMENTS. There are multiple variations of this provision grouping (not shown), dependent on the type of project(s) under consideration. When developing draft special provisions, a project of similar type should be referenced to retain consistency in document set-up.

xx. SPECIAL CONSTRUCTION REQUIREMENTS.

A. Unless otherwise permitted in writing by the Engineer, the Contractor shall not work during the holiday periods Memorial Day, July Fourth, Labor Day, Columbus Day, Veterans Day, and Thanksgiving Day. The Engineer shall give a written order designating the time of observance of these holidays and of any additional holidays required by the season, anticipated traffic, and local custom. As specified in Subsection 105.14, construction operations shall not be performed on any Sunday without the specific authorization of the Engineer.

Designated holiday periods shall begin at 12:00 noon on the day before the weekend or holiday, whichever applies, and shall end at 7:00 a.m. on the day after the holiday or the weekend, as appropriate.

B. The Contractor shall maintain a safe access to all ramps and U-turns at all times during the construction of this project.

C. During construction it will be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than xx feet. This paved width shall remain free of obstructions and obstacles at all times.

D. All paving operations shall be conducted such that, to the extent possible, all travel lanes are covered full width in a single paver pass. Longitudinal construction joints within any travel lane will not be permitted. Screed extension to cover adjacent shoulders concurrent with any travel lane will be permitted considering the requirement for auger extensions.

E. The Contractor shall position Portable Changeable Message Signs at locations determined by the Engineer properly warning motorists of the roadway conditions ahead. As directed by the Engineer, these locations may change during construction as needs arise based on daily work activities. The message to be displayed shall be submitted to the Engineer in advance for approval. The displayed message should accurately reflect what motorists can expect to encounter through the project area. The cost of providing the Portable Changeable Message Signs shall be paid for under Contract item 641.15. The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the expected roadway surface conditions.

F. Unless otherwise directed by the Engineer, the Contractor shall begin and end the wearing course of pavement for the project with a full depth butt joint constructed as directed by the Engineer. The costs of cutting the butt joint will not be paid for directly, but will be considered incidental to the Contract wearing course item.

G. Grass growing adjacent to pavement or through cracks in the pavement which may hamper the placement of new bituminous concrete shall be removed by the Contractor as directed by the Engineer. Payment for this work will not be made directly, but will be considered incidental to the Contract wearing course item.

H. Where possible, a 2 inch space should be maintained between all final pavement markings and parallel joints in bituminous concrete pavement. The Contractor shall conduct paving operations such that the paving joint between the travel lane and adjacent shoulder will be outside of the 6 inch white line.

I. Prior to final acceptance of the project, all drop inlets and bridge joints within the project limits shall be cleaned and all material within the drop inlets and bridge joints shall be removed. All paved areas adjacent to curbs shall be swept and cleaned of all extraneous material. Costs for this work will not be paid for directly, but will be considered incidental to all Contract items.

J. Two-way radios shall be provided by the Contractor when requested by the Engineer for use by traffic control personnel. All costs for furnishing and using two-way radios will not be paid for directly, but will be considered incidental to Contract item xxx.xx, Item name.

K. The Contractor shall have available on the project the current editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Highway Signs and Markings (SHSM) book.

 Information for obtaining these publications may be found at: <http://mutcd.fhwa.dot.gov/index.htm>.

L. For this project, the Contractor shall have on hand on the project at all times all necessary materials, equipment, and labor to place any and all necessary interim pavement markings, including temporary line striping targets, required by the Plans or as directed by the Engineer. The markings shall be paid for under the appropriate Contract items.

 The costs of maintaining marking capability at all times will not be paid for directly, but will be considered incidental to the pavement marking items in the Contract.

M. There are special events throughout the year that may require close communication and coordination between the Contractor and the municipality to reduce conflicts. The municipality will advise the Engineer and Contractor of the specifics of each event and the Engineer will direct the Contractor as to what actions, if any, may be necessary on the Contractor’s part to minimize impacts to the event. The event schedule is as follows:

|  |  |
| --- | --- |
| Event | Date |
| Event Name | Event Date(s) |

Contacts to get more information on the above events:

 Killington: Amy Morrison

 Events & Marketing Coordinator

 Towns of Killington

 2706 River Road

 Amy@Killingtontown.com

 802-422-2105

Special events that may conflict with Contractor operations are not limited to that listed above.  There will be no extra compensation paid to the Contractor for any inconvenience caused by working around these or other event(s).

ASPHALT PRICE ADJUSTMENT**(as required)**

xx. SUPPLEMENTAL SPECIFICATION – ASPHALT PRICE ADJUSTMENT, dated April 6, 2010, is hereby made a new Subsection of the Specifications, superseding all previous editions and their modifications.

xx. SUPPLEMENTAL SPECIFICATION – ASPHALT PRICE ADJUSTMENT, dated April 6, 2010, GENERAL REQUIREMENTS AND CONDITIONS, part (b) text, is hereby modified by being deleted in its entirety and replaced with text “NOT USED”.

The index price for asphalt cement is $xxx.00 per ton. **(Found on Contract Admin website – updated monthly:** [**http://vtrans.vermont.gov/contract-admin/construction**](http://vtrans.vermont.gov/contract-admin/construction)**)**

In addition to materials produced under Contract pay item(s) as allowed in GENERAL REQUIREMENTS AND CONDITIONS, part (a) of the Supplemental Specification, asphalt cement and emulsified asphalt produced under Contract items number(s) and name(s) will be included for adjustment.

If an emulsified asphaltic liquid is used in the Contract work under any Contract item subject to the Asphalt Price Adjustment provisions and that liquid is not included in the table under subpart (5) of PRICE ADJUSTMENT PROCEDURES of the Supplemental Specification, the ACEA as defined in subpart (5) for that liquid will be that as determined by averaging Contractor certified test results for the project.

SECTION 652 – EROSION PREVENTION & SEDIMENT CONTROL PLAN**(as required)**

xx. SECTION 652 – EROSION PREVENTION & SEDIMENT CONTROL PLAN, is hereby made a new Section of the Specifications as follows:

xx. 652.01 DESCRIPTION. This work shall consist of designing, furnishing, and submitting for acceptance modifications to the Contract Erosion Prevention & Sediment Control Plan (hereinto known as the EPSC Plan), becoming a co-permittee with the Agency of Transportation, State of Vermont on associated permits, monitoring the EPSC Plan using an On-Site Plan Coordinator, and maintaining the erosion prevention and sediment control measures to ensure the effectiveness of the EPSC Plan.

xx. 652.02 MATERIALS. Materials required for the field work maintenance of the EPSC Plan shall meet all requirements of the appropriate Section of the VAOT Standard Specifications for Construction.

Materials including manuals, checklists, forms, and other supporting documentation necessary to meet the requirements of these provisions and maintain compliance with associated permits shall be made available to the Engineer by the Contractor and maintained on site by the Contractor. Supporting documents associated with the requirements of General Permit 3-9020 are available upon request to ANR or from the ANR Stormwater web page. The VTrans Erosion Prevention and Sediment Control Plan Contractor Checklist and Low Risk Site Inspection Form are available from the VTrans Construction Environmental Engineer.

xx. 652.03 QUALIFICATIONS. Modifications to the EPSC Plan shall be prepared and signed by a Licensed Professional Civil Engineer registered in the State of Vermont or a qualified professional in erosion prevention and sediment control, certified by CPESC, Inc. or equivalent, hereinafter called the “Preparer.”

xx. 652.04 EROSION PREVENTION & SEDIMENT CONTROL PLAN. The EPSC Plan, developed using a combination of structural, non-structural, and vegetative practices to adequately prevent erosion and control sedimentation, and meeting the requirements of the VTrans Erosion Prevention & Sediment Control Plan Designer Checklist (Non-Jurisdictional and Low Risk) or the Vermont Standards & Specifications for Erosion Prevention & Sediment Control based on area of disturbance and risk, has been included in the Contract Documents.

The Contractor shall use the EPSC Plan included in the Contract and, at the onset of construction as well as throughout the duration of the project, modify it to describe changing conditions and illustrate how the criteria of the determined risk will be upheld. For Non-Jurisdictional and Low Risk projects, the Contractor shall use the VTrans Erosion Prevention and Sediment Control Plan Contractor Checklist. For Moderate Risk projects, the Contractor shall modify the Contract EPSC Plan in accordance with the General Permit 3-9020 Parts 4 through 6. If a modification to the EPSC Plan at a Low or Moderate Risk project alters any criteria of the determined risk, an updated Risk Evaluation shall be prepared.

The Contractor may use the Agency’s EPSC Plan sheet(s) as a basis for necessary modifications; however, if necessary to convey the sequential nature and phases of construction activities and associated erosion prevention and sediment control measures, several plan sheets showing successive site conditions are recommended.

All work shown in the EPSC Plan shall be included in the Contractor’s CPM Progress Schedule, as required by Subsection 108.03 or 900.620 if Special Provision (CPM Schedule) is included in the Contract).

xx. 652.05 Submittals. Three sets of the modified EPSC Plan as well as the updated Risk Evaluation, stamped and signed by the Preparer, shall be submitted to the Construction Engineer as Construction Drawings in accordance with Section 105. Submittals shall occur after award of the Contract but not later than the Pre-Construction Conference to allow time for review by the Agency. An Acceptance Memo or comments will be provided to the Contractor within 10 working days.

The Contractor shall respond to comments as soon as possible, but not more than 10 days after the date of VTrans initial correspondence. Agency review time for response to comments will be completed within an additional 10 working days. Modifications or additions to the EPSC Plan will not be considered as an acceptable delay of the work under Subsection 108.11.

All subsequent modifications to the EPSC Plan and updates to the Risk Evaluation will be reviewed and forwarded to the ANR by the Agency as appropriate.

Construction activities for EPSC Plan modifications that do not require authorization from the ANR shall commence only after the EPSC Plan has been accepted by the Agency. Construction activities for EPSC Plan modifications that do require authorization from the ANR shall commence only after that authorization has been granted.

xx. 652.06 MONITORING EROSION PREVENTION & SEDIMENT CONTROL PLAN. The Contractor shall designate a person (On-Site Plan Coordinator) who is directly responsible for the on-site implementation of the EPSC Plan. This person shall generally be on-site on a daily basis during active construction and have the authority to halt construction activities if necessary. The On-Site Plan Coordinator shall have demonstrated experience in construction practices as they relate to erosion prevention and sediment control as well as a general understanding of State and Federal environmental regulations and permits pertaining to the National Pollutant Discharge Elimination System Construction Program. The On-Site Plan Coordinator shall be proficient at reading and interpreting engineering and EPSC plans. Preference will be given to a Licensed Professional Civil Engineer registered in the State of Vermont or a qualified professional in erosion prevention and sediment control, certified by CPESC, Inc. or equivalent. The qualifications of the On-Site Plan Coordinator shall be included in the EPSC Plan. The Engineer, if not satisfied with the performance of this individual, may at any time request a replacement.

During active construction and periods of inactivity, the On-Site Plan Coordinator shall be responsible for inspections and reporting.

(a) Active Construction. Inspections shall occur once every seven calendar days and within 24 hours of the end of a storm event that results in a discharge of stormwater from the site. During the winter construction season (October 15th to April 15th, inclusive), inspections at all sites shall occur daily.

For Non-Jurisdictional and Low Risk projects, inspections shall be conducted using the Agency’s EPSC Plan Inspection Report (Non-Jurisdictional and Low Risk Projects).

For Moderate Risk projects, inspections shall be conducted using the General Permit 3-9020 Inspection Report for Moderate Risk Projects referenced in the Permit and available upon award of the Contract.

Immediate action shall be taken to correct the discharges of sediment, including halting or reducing construction activities as necessary, until the discharge and/or the condition is fully corrected. Corrective actions shall be recorded on the monitoring reports and shown on the EPSC Plan. Each report shall be signed by the On-Site Plan Coordinator.

(b) Inactive Construction. Periods such as shutdown during the winter season shall require inspection and reporting of erosion prevention and sediment control measures. The Contractor shall contact the Engineer prior to conducting any inspections. The inspections shall be conducted at least once every 30 days and within 24 hours of any storm or significant snow melt event that may cause stormwater runoff to leave the construction site. The Contractor shall provide, within 24 hours, the necessary personnel, equipment, and materials to repair or correct any deficiencies identified during inspection.

All deficiencies and corrective measures taken shall be documented on the reports.

Copies of all reports shall be submitted to the Engineer within 24 hours of inspection or when corrective measures were taken. Copies of all reports shall be kept on site in the Contractor’s project files.

xx. 652.07 MAINTENANCE OF EROSION PREVENTION & SEDIMENT CONTROL PLAN. This work shall consist of providing all labor and equipment necessary for field maintenance of erosion prevention and sediment control items in the Contract, and providing materials and labor necessary for installing, monitoring, maintaining and, where necessary, removing additional measures needed to correct deficiencies that develop during construction that lessen the performance of the EPSC Plan. Erosion prevention and sediment control measures shall be maintained by the Contractor and removed when authorized by the Engineer. The Contractor shall establish vegetation in all areas disturbed during removal of the erosion prevention and sediment control measures.

Any maintenance required due to the failure of the Contractor to follow the EPSC Plan in its accepted form shall be performed at no additional cost to the Agency.

xx. 652.08 METHOD OF MEASUREMENT. The quantity of EPSC Plan to be measured for payment will be on a lump sum basis in the complete and accepted work.

The quantity of Monitoring EPSC Plan will be measured to the nearest 1/4 hour for the actual number of authorized hours spent monitoring, reviewing, and reporting on the construction site(s), including waste, borrow and staging areas or other support activities, as it relates to the EPSC Plan. Travel time and other time not spent at the construction site(s) or time not authorized will not be measured for payment (i.e. travel expenses, clerical staff time, copying, miscellaneous expenses, overhead, etc.).

The quantity of Maintenance of EPSC Plan will be on a lump unit basis for all such field maintenance provided for in the Contract, excluding waste, borrow and staging areas or other support activities.

xx. 652.09 BASIS OF PAYMENT. The accepted quantity of EPSC Plan will be paid for at the Contract lump sum price. Payment will be full compensation for the initial preparation of modifications, submittals, and all incidentals necessary to complete the work. Subsequent modifications to the EPSC Plan during Construction will be considered incidental to Contract item 652.10.

Partial payments will be made as follows:

(a) The first payment of 50 percent of the lump sum price for the EPSC Plan will be paid for upon acceptance of the EPSC Plan for the entire project.

(b) The second payment of 35 percent of the lump sum price for the EPSC Plan will be made on the first estimate following the completion of 50 percent of the project.

(c) The third payment of 15 percent of the lump sum price for the EPSC Plan will be made when the project is substantially complete.

The accepted quantity of Monitoring EPSC Plan will be paid for at the Contract unit price per hour. Payment will be full compensation for performing the work specified. Payment will not be made unless a report for the monitoring is submitted to and accepted by the Engineer.

The accepted quantity of Maintenance of EPSC Plan will be paid for as specified for force account work in Subsection 109.06. Payments will be drawn against the Contract Lump Unit amount. To provide a common proposal for all bidders, the Agency has entered an amount in the proposal to become part of the Contractor’s total bid. Maintenance related to material supply and disposal areas shall be performed in accordance with Subsection 105.29.

Payment will be made under:

 Pay Item Pay Unit

652.10 EPSC Plan Lump Sum

652.20 Monitoring EPSC Plan Hour

652.30 Maintenance of EPSC Plan (N.A.B.I.) Lump Unit

There are different versions of this, depending on which special provision items meet the thresholds in the Contract. This is one example.

SECTION 690 – FUEL PRICE ADJUSTMENT **(as required)**

xx. SECTION 690 – FUEL PRICE ADJUSTMENT, is hereby made a new Section of the Specifications as follows:

xx. 690.01 GENERAL REQUIREMENTS AND CONDITIONS

(a) This specification contains price adjustment provisions for fuel used on Vermont Agency of Transportation (Agency) construction projects. This price adjustment clause is being inserted in this Contract to provide for either additional compensation to the Contractor or a payment to the Agency, depending upon an increase or decrease in the average price of diesel fuel or gasoline during the construction of this project.

(b) These provisions apply to this Contract only as specified herein through the fuel usage factors set forth in Table 1. No further fuel price adjustments will be allowed under this Contract.

(c) It is understood by the Contractor that a price adjustment increase may cause the Agency to decrease the quantities of the Contract pay items subject to adjustment under these provisions. Provisions providing for decreased quantities and item cancellation in this paragraph are separate and take precedence, notwithstanding any other provisions of this Contract.

(d) No price adjustment will be paid for work performed after the Contract Completion Date, as modified by Change Order, if applicable.

(e) Price Adjustment, Fuel will be determined for a pay item if each of the following criteria is met:

(1) the pay item is included in the original awarded Contract;

(2) the original awarded Contract bid quantity for the pay item equals or exceeds the quantity threshold indicated in Table 1.

(f) Any increase in the total Contract amount due to fuel price adjustment will not be justification for an extension of time under Subsection 108.11.

In such cases that estimated quantities are used to determine estimated fuel price adjustments throughout the duration of the Contract, reconciliation of those estimated adjustments will be made upon the determination of actual final quantities and final adjustments to the total final quantity made by prorating those estimated adjustments over the applicable fuel price adjustment periods previously paid. Reconciliation of any fuel price adjustment will only be performed in those instances where the actual final quantity differs by more than five percent from the total estimated quantity. Payments owed to either the Contractor or VTrans will not be subject to any applicable interest claims.

xx. 690.02 PRICE ADJUSTMENT PROCEDURES

(a) Prior to advertising for bids, Index Prices for both a gallon of diesel fuel and a gallon of gasoline will be established by the Agency using retail prices reported by the Energy Information Administration (EIA) for the New England Region. The Index Prices will be set monthly using the first EIA posting falling either on or after the 1st calendar day of that month. The Contract Index Prices will be the most recent Index Prices set by the Agency at the time of advertising for bids. These prices are included below and will be the base from which price adjustments are computed.

The index price (retail) for gasoline is $x.xx per gallon. The index price (retail) for diesel fuel is $x.xx per gallon. **(Found on Contract Admin website – updated monthly:** [**http://vtrans.vermont.gov/contract-admin/construction**](http://vtrans.vermont.gov/contract-admin/construction)**)**

(b) For the duration of the Contract, Posted Prices for both a gallon of diesel fuel and a gallon of gasoline will be established monthly by the Agency. The Posted Prices will be established in the same manner as the Index Prices.

(c) A Price Adjustment will be paid or credited for diesel fuel and/or gasoline only when the Posted Price of diesel fuel and/or gasoline increases or decreases 5 percent or more over its respective Index Price.

(d) Payment for Price Adjustment, Fuel will be based upon the quantity of fuel incorporated in the work as determined by the fuel usage factors in Table 1 of this specification for both diesel fuel and gasoline, multiplied by the algebraic difference between the Posted Price and the Index Price for either diesel fuel or gasoline, respectively.

(e) Payment for Price Adjustment, Fuel shall be computed as follows:

PA = Price Adjustment (LU in $)

IPD = Index Price, Diesel Fuel ($/gallon)

IPG = Index Price, Gasoline ($/gallon)

PPD = Posted Price, Diesel Fuel ($/gallon)

PPG = Posted Price, Gasoline ($/gallon)

FUFD = Fuel Usage Factor, Diesel Fuel (gallon/unit)

FUFG = Fuel Usage Factor, Gasoline (gallon/unit)

For PPD/IPD <= 0.95 or >= 1.05 and PPG/IPG > 0.95 and < 1.05:

PA = FUFD X Pay Item Quantity X (PPD – IPD)

For PPD/IPD > 0.95 and < 1.05 and PPG/IPG <= 0.95 or >= 1.05:

PA = FUFG X Pay Item Quantity X (PPG – IPG)

For PPD/IPD and PPG/IPG <= 0.95 or >= 1.05:

PA = [FUFD X (PPD – IPD) + FUFG X (PPG – IPG)] X Pay Item Quantity

(f) The Contract bid prices for the applicable pay items will be paid under the Contract. The price adjustment, when such adjustment is required as specified in part (c) of this Subsection, will be made subsequent to the month in which the applicable Contract work was performed and will be entered on the next bi-weekly estimate.

(g) Payment for Price Adjustment, Fuel shall be debited or credited against the Contract price (Lump Unit) bid for Price Adjustment, Fuel.

 Payment will be made under:

 Pay Item Pay Unit

 690.50 Price Adjustment, Fuel N.A.B.I.) Lump Unit

Table 1

Pay Item Fuel Usage Factors and Quantity Thresholds

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Work Category | Pay Item No. | Usage Factor Units | Diesel Fuel (FUFD) | Gasoline (FUFG) | Quantity Threshold |
|
| English | English | English | English |
| Excavation | 203.15 | GAL/CY | 0.29 | 0.15 | 3,000 |
|   | 203.16 | GAL/CY | 0.39 | 0.18 | 2,500 |
|   | 204.25 | GAL/CY | 0.35 | 0.16 | 2,500 |
|   | 208.3 | GAL/CY | 0.35 | 0.16 | 2,000 |
|   | 208.35 | GAL/CY | 0.39 | 0.18 | 2,000 |
| Borrow | 203.3 | GAL/CY | 0.29 | 0.15 | 3,000 |
|   | 203.31 | GAL/CY | 0.29 | 0.15 | 3,000 |
|   | 203.32 | GAL/CY | 0.29 | 0.15 | 3,000 |
| Granular Backfill For Structures | 204.3 | GAL/CY | 1 | 0.16 | 1,500 |
| Cold Planing, Bituminous Pavement | 210.1 | GAL/SY | 0.12 | 0 | 15,000 |
| Subbase | 301.25 | GAL/CY | 0.85 | 0.56 | 1,000 |
|   | 301.35 | GAL/CY | 0.85 | 0.56 | 1,000 |
| Reclaimed Stabilized Base | 310.2 | GAL/SY | 0.04 | 0 | 35,000 |
| Pavement | 406.25 | GAL/TON | 3.06 | 0.86 | 500 |
|   | 406.27 | GAL/TON | 3.06 | 0.86 | 500 |
|   | 490.3 | GAL/TON | 3.06 | 0.86 | 500 |
| Cold Mixed Recycled Bituminous Pavement, Portland Cement | 900.675 | GAL/SY | 0.96 | 0.75 | 1 |
| Hand-Placed Bituminous Concrete Material, Drives | 900.675 | GAL/SY | 3.06 | 0.86 | 500 |
| Bituminous Concrete Pavement, Small Quantity | 900.680 | GAL/TON | 3.06 | 0.86 | 500 |
| Material Transfer Vehicle | 900.680 | GAL/TON | 0.1 | 0 | 1 |
| Concrete | 501.32 | GAL/CY | 0.75 | 0.25 | 1,000 |
|   | 501.33 | GAL/CY | 0.75 | 0.25 | 1,000 |
|   | 501.34 | GAL/CY | 0.75 | 0.25 | 1,000 |
| Stone Fill | 613.1 | GAL/CY | 0.39 | 0.18 | 2,000 |
|   | 613.11 | GAL/CY | 0.39 | 0.18 | 2,000 |
|   | 613.12 | GAL/CY | 0.39 | 0.18 | 2,000 |
|   | 613.13 | GAL/CY | 0.39 | 0.18 | 2,000 |
| Guardrail  | 621.2 | GAL/LF | 0.18 | 0.05 | 5,000 |
|   | 621.205 | GAL/LF | 0.18 | 0.05 | 5,000 |
|   | 621.21 | GAL/LF | 0.18 | 0.05 | 5,000 |
|   | 621.215 | GAL/LF | 0.18 | 0.05 | 5,000 |

SECTION 900 – SPECIAL PROVISION ITEMS

Add all Special Provision 900 Items, first in numerical then alphabetical order:

900.608 – A through Z

900.620 – A through Z, etc.