

VT FLAP BRANDON BR22(1)
Invitations to Bidder

January 2020

Contract Documents for

*Churchill Road (TH 22) Culvert over Unnamed Tributary of Leicester
Hollow Brook – VT FLAP BRANDON BR22(1)*
Town of Brandon, VT

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

Owner:
Town of Brandon
49 Center Street
BRANDON, VT 05733

January 2020

Bid Set No. _____

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**INVITATION TO BID
VT FLAP Brandon BR22(1)**

Sealed bids from pre-qualified contractors shall be accepted until **2:00 pm**, prevailing time on **Friday, Feb 21th, 2020** at the Brandon Town Office –Town Clerk's office 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: **VT FLAP Brandon BR22(1)**

Each BID must be accompanied by a certified check payable to the Town of Brandon 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 (ies) or shall have submitted a complete prequalification application to the Agency of Transportation, Contract Administration, a minimum of 10 working days prior to the bid opening. For information contact Jon Winter at 802-828-2643.

LOCATION: Beginning at a point on TH 22, approximately 0.31 miles northerly of its intersection with VT 73.

TYPE OF CONSTRUCTION: Work to be performed under this project includes, but is not limited to: replacement of existing timber bridge with precast concrete box culvert and wingwalls, with related approach and channel work.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before **September 30, 2020**.

OBTAINING PLANS: Plans may be obtained from the Town of Brandon, 49 Center Street, Brandon, VT 05733 Phone: 802-247-3635 at a cost of \$75 per set made payable to Town of Brandon. Plans are not returnable.

OBTAINING PERMITS/APPENDICES: Electronic copies of Permits and Appendices may be obtained from the Town of Brandon, 49 Center Street, Brandon, VT 05733 Phone: 802-247-3635.

ENGINEERS ESTIMATE: For this Proposal the Engineers Estimate falls between \$100,000 and \$250,000.

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

1. Town of Brandon, 49 Center Street, Brandon, VT 05733.

PREBID CONFERENCE: A **mandatory** pre-bid conference will be held for the project on **Wednesday, February 12th, 2020 at 9:00 am** at the site.

STANDARD SPECIFICATIONS: This contract is governed by the Vermont Agency of Transportation (“VTrans”) 2018 Standard Specifications for Highway and Bridge Construction.

QUESTIONS: During the advertisement phase of this project all questions shall be addressed solely to David J. Atherton, Brandon Town Manager, 802-247-3635 Ext. 210

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).

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.

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

This requirement does not prevent a minimal use of foreign materials, provided the cost of foreign materials used does not exceed 0.1 percent of the total Contract price or \$2,500, whichever is greater. The cost of foreign steel or iron is defined as its value delivered to the project.

INSTRUCTIONS TO BIDDERS
Brandon PLH ALPP (1)

1. Bid Preparation and Submission

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

2. Explanation and Interpretation to Prospective Bidders

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

3. Addendum to Invitation for Bids

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

4. Responsibility of Prospective Contractor

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

Instructions to Bidders

- 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 Highway and Bridge 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 schedule of items for a contract contains one or more pay items which have a quantity of one (1) and a unit price and total price entered, the Municipality has set a unit price in the event that such item is used. If such item is determined to be needed by the Engineer, the work will be performed by the contractor according to the contract documents at the unit price listed.
 - 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, proposal, 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, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor

Instructions to Bidders

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 proposal 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

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

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Bidders. Such waiver and agreement by each Bidder are also consideration to each other Bidder for making the same waiver and agreement.

- b. A Bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the Town of Brandon Select Board. Such notice shall be provided: (a) no earlier than the day of the Town of Brandon's issuance of the Notice of Award; and (b) no later than five (5) business days after the Town of Brandon issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of protest the protesting Bidder must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions there under.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Brandon Select Board, 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 Brandon Select Board 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 Brandon Select Board concludes that the Bidder submitting the protest has established a basis for protest, the Brandon Select Board 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 Proposals

- a. The Municipality may declare a Proposal “Informal” and hence rejected if the proposal shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, 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 proposal at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals 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 proposal submitted without a completed Debarment and Non-Collusion Affidavit.
- e. The Municipality will reject a proposal submitted without a signed Contractors Equal Employment Certification Form.
- f. The Municipality will reject a proposal 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 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. Proposals 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 proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal'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 proposals 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

Instructions to Bidders

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

15. Signing the Contract

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them the Municipality within 30 calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the proposal 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

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- a proposal that complies with all the provisions required to make it formal, the proposal guaranty accompanying the proposal 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 proposal 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 Highway and Bridge Construction.. For this project the following limits for Commercial Liability and Automobile coverage apply:

Commercial Liability:

\$1,500,000	Each Occurrence
\$2,000,000	General Aggregate applying, in total, to this project only
\$2,000,000	Products/completed Operations Aggregate
\$250,000	Fire Damage Legal Liability

Automobile Liability:

Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
Property Damage	\$500,000	Each Occurrence
	OR	
Combined Single Limit	\$1,500,000	Each Occurrence

17. Prompt Pay Compliance

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

18. Preconstruction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of **the Municipality, Design and/or Resident Engineer, Municipal Project Manager (MPM)**, and 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 Design Consultant 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 Engineer. 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

The following documents are included in this proposal and are effective for this contract. Proposal holders are reminded to check the contents of this proposal against the following index. In the event that you suspect or determine the proposal is incomplete, notify David J. Atherton, Brandon Town Manager, 802-247-3635 Ext. 210.

- Invitation for Bids
- Instruction to Bidders
- Bid Proposal Form
- Special Provisions
- VTrans 2018 Standard Specifications for Highway and Bridge Construction
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- Materials Record & Certification Package
- Project Permits
- Environmental Permits
- Right of Way and Utility Clearance

BID FORM
Churchill Road Culvert over Leicester Hollow Brook Tributary
VT FLAP Brandon BR22(1)

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

_____ (a corporation, a partnership, of an individual)

To the Town of Brandon, Vermont (hereinafter called Owner)

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

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

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 30, 2020

Bidder acknowledges receipt of the following Addenda:

Bid Form

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.10	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ _____	\$ _____
	Unit Price in Words _____				
203.15	Common Excavation	CY	170	\$ _____	\$ _____
	Unit Price in Words _____				
203.27	Unclassified Channel Excavation	CY	220	\$ _____	\$ _____
	Unit Price in Words _____				
204.25	Structural Excavation	CY	280	\$ _____	\$ _____
	Unit Price in Words _____				
204.30	Granular Backfill for Structures	CY	240	\$ _____	\$ _____
	Unit Price in Words _____				
301.25	Subbase of Crushed Gravel, Coarse Graded	CY	170	\$ _____	\$ _____
	Unit Price in Words _____				
401.10	Aggregate Surface Course	CY	50	\$ _____	\$ _____
	Unit Price in Words _____				

525.41 Bridge Railing, Galvanized HD Steel Beam/Fascia Mounted
LF 50 \$_____ \$_____

Unit Price in Words _____

529.15 Removal of Structure
EA 1 \$_____ \$_____

Unit Price in Words _____

613.13 Stone Fill, Type IV
CY 110 \$_____ \$_____

Unit Price in Words _____

621.205 Steel Beam Guardrail, Galvanized W/8 Feet Posts
LF 29 \$_____ \$_____

Unit Price in Words _____

621.60 Anchor for Steel Beam Rail
EA 4 \$_____ \$_____

Unit Price in Words _____

621.738 Guardrail Approach Section, Galv HD Steel Beam W/8ft Posts
EA 4 \$_____ \$_____

Unit Price in Words _____

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

Unit Price in Words _____

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Bid Form

649.31 Geotextile Under Stone Fill
SY 100 \$ _____ \$ _____

Unit Price in Words _____

649.51 Geotextile for Silt Fence
SY 150 \$ _____ \$ _____

Unit Price in Words _____

649.61 Geotextile for Filter Curtain
SY 50 \$ _____ \$ _____

Unit Price in Words _____

651.15 Seed
LB 5 \$ _____ \$ _____

Unit Price in Words _____

651.17 Seed, Winter Rye
LB 5 \$ _____ \$ _____

Unit Price in Words _____

651.18 Fertilizer
LB 20 \$ _____ \$ _____

Unit Price in Words _____

651.20 Agricultural Limestone
TON 0.5 \$ _____ \$ _____

Unit Price in Words _____

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Bid Form

651.25 Hay Mulch
TON 0.5 \$ _____ \$ _____

Unit Price in Words _____

651.35 Topsoil
CY 20 \$ _____ \$ _____

Unit Price in Words _____

651.40 Grubbing Material
SY 40 \$ _____ \$ _____

Unit Price in Words _____

652.10 EPSC Plan
LS 1 \$ _____ \$ _____

Unit Price in Words _____

652.20 Monitoring EPSC Plan
HR 20 \$ _____ \$ _____

Unit Price in Words _____

652.30 Maintenance of EPSC Plan (N.A.B.I.)
LU 1 \$ _____ \$ _____

Unit Price in Words _____

653.20 Rolled Erosion Control Product, Type I
SY 110 \$ _____ \$ _____

Unit Price in Words _____

653.45 Filter Bag
EA 2 \$ _____ \$ _____

Unit Price in Words _____

653.55 Project Demarcation Fence

LF 330 \$ _____ \$ _____

Unit Price in Words _____

900.608 Special Provision (E-Stone Type 3)

CY 90 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Handling, Transport and Erection of Box Culvert)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Remove and Relocate Existing Stone Wall)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Temporary Relocation of Stream)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.650 Special Provision (Material Sampling and Testing (N.A.B.I))

LU 1 \$ _____ \$ _____

Unit Price in Words _____

Total Base Bid \$ _____

Total Base Bid Written _____

Bid Form

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

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City State

Date

ATTEST _____

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS. The provisions of the most current VTrans STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

CONTRACT COMPLETION DATE. This Contract shall be completed on or before **September 30, 2020**

SECTION 101 – DEFINITIONS

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

ACTUAL COMPLETION DATE – Date noted in the Completion and Acceptance memorandum on which designated responsible Municipal personnel have reviewed the project and determined that all Contract work is complete and all Contract requirements have been met, generally considered to be the last day the Contractor performed physical work on any contract item.

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

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

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

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

CHIEF OF CONTRACT ADMINISTRATION – Wherever the term Chief of Contract administration appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean, the Municipal Project Manager.

CONSTRUCTION ENGINEER – Wherever the term Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as,

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and shall mean; the Municipal Project Manager and/or Full Time Employee in Responsible Charge.

COMPLETION – Completion of the project occurs when the Contractor has completed all work required by the Contract and has satisfactorily executed and delivered to the Engineer all documents, certificates and proofs of compliance required by the contract.

CONTRACT – The written agreement between the Municipality and a contractor setting out the obligations of the parties to the contract for the performance of the work described therein.

CONTRACT BOND(S) – The approved forms of security signed and furnished by the contractor and the contractor's surety or sureties, guaranteeing signatures on the contract, performance of and compliance with the contract, and the payment of all legal debts pertaining to the construction of the contracted project.

CONTRACTOR(S) – An entity that has Annual Prequalification status and/or an entity that has a contract with the Municipality to perform construction work, including but not limited to an individual, partnership, firm, organization, association, corporation, or joint venture; a representative, trustee, or receiver of a contractor appointed by any court of competent jurisdiction.

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

FINAL ACCEPTANCE DATE – Wherever the term Final Acceptance Date appears on the plans, in any specification, or in the Contract, it shall mean the date that the Municipality signs the Final Completion Certificate.

GENERAL SPECIAL PROVISIONS – Approved additions and revisions to the Standard Specifications for Construction.

MATERIALS AND RESEARCH ENGINEER – Whenever the term Materials and Research Engineer appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; the Design Consultant.

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

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

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behalf of the municipality responsible for administering and overseeing the construction contract.

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

SECRETARY – Wherever the term Secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the Brandon Town Manager.

SPECIAL PROVISIONS – Additions and revisions to the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Plans, or other documents that are part of a particular contract.

SPECIFICATIONS – The compilation of provisions and requirements for the performance of prescribed work including the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Special Provisions, Plans, and other documents that are part of a particular contract.

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

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

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

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

WORKING DAY – A calendar day during which normal construction operations could proceed for a major part of the daylight hours, and specifically excluding Saturdays, Sundays, and those days of the standard work week on which holidays are celebrated.

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

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

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

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

AWARD – The formal acceptance by the Municipality of a proposal.

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

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

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

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

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

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

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

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

OWNER – The Town of Brandon.

PREQUALIFICATION:

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

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

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

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

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

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

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

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

Item 900.608 – Special Provision (E-Stone, Type E3)

- XX. DESCRIPTION. This work shall consist of furnishing and placing stone fill inside of, as well as upstream and/or downstream of, a culvert or pipe and in embankment areas to facilitate aquatic organism passage and to mimic the native channel.
- XX. GENERAL REQUIREMENT. An on-site meeting shall be conducted prior to and during placement of the first bed lift to determine that the installation is being performed in accordance with the General Specifications, the plans and the Special Provisions. Attendees at this meeting shall include the Engineer, Contractor, ANR River Management Engineer, Geomorphologist, VT Regional Fisheries Biologist, and other representatives of VTrans and the Contractor as deemed appropriate.
- XX. MATERIAL. Stone Fill shall be approved, hard, blasted, angular rock other than serpentine rock containing the fibrous variety chrysotile (asbestos) supplemented with material excavated from the channel and/or the tailings of a topsoil screening operation, with gradation adjusted to conform to the following:
- (a) Type E1. The longest dimension of the stone shall be at least eighteen (18) inches, and at least fifty (50) percent of the volume of the stone in place shall have a least dimension of twelve (12) inches, and at least twenty five (25) percent of the particles shall have a maximum dimension of two (2) inches and be well graded material.
 - (b) Type E2. The longest dimension of the stone shall be at least twenty four (24) inches, and at least fifty (50) percent of the volume of the stone in place shall have a least dimension of eighteen (18) inches, and at least twenty five (25) percent of the particles shall have a maximum dimension of two (2) inches and be well graded material.
 - (c) Type E3. The longest dimension of the stone shall be at least thirty six (36) inches, and at least fifty (50) percent of the volume of the stone in place shall have a least dimension of twenty four (24) inches, and at least twenty five (25) percent of the particles shall have a maximum dimension of two (2) inches and be well graded material.
 - (d) Type E4. The longest dimension of the stone shall be at least forty eight (48) inches, and at least fifty (50) percent of the volume of the stone in place shall have a least dimension of thirty six (36) inches, and at least twenty five (25) percent of the particles shall have a maximum dimension of two (2) inches and be well graded material.

Bed material shall be approved by the Engineer and the Agency of Natural Resources prior to use.

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XX. PLACING. Stone fill shall be placed at as shown in the Plans. Place the stone such that it does not cause segregation or damage to the streambed.

Fill in voids in the stone with a mixture of fines from the existing stream bed material. Fill voids by hand tamping with metal tamping rods, plate compactors, and water pressure with a metal wand to reach between stones.

Once all material has been placed in the stream channel, the Contractor shall slowly wet the stream to minimize the effects of the initial sediment pulse. Every attempt shall be made to minimize the movement of sediment downstream of the site.

There shall be no subsurface flow upon final inspection.

XX. METHOD OF MEASUREMENT. The quantity of Special Provision (E-Stone, Type E3) to be measured for payment will be the number of cubic yards installed in the complete and accepted work, measured within the limits shown on the Plans or as directed by the Engineer.

XX. BASIS OF PAYMENT. The accepted quantity of Special Provision (E-Stone, Type E3) will be paid for at the Contract unit price per cubic yard. Payment will be full compensation for furnishing, transporting, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (E-Stone, Type E3)	Cubic Yard

Item 900.645 – Special Provision (Handling, Transport and Erection of Box Culvert)

- XX. DESCRIPTION. This work shall consist of handling and erecting precast concrete structure components fabricated by:

CAMP PRECAST CONCRETE PRODUCTS
78 PRECAST ROAD
MILTON, VT 05468

The precast concrete box and related components is already fabricated and has been purchased by the Town of Brandon, Vermont.

- XX. GENERAL REQUIREMENTS. Unless noted otherwise herein, this Special Provision shall meet the requirements of Section 540.

- XX. SUBMITTALS. As soon as practical after award of the Contract, all required information shall be prepared and submitted.

- XX. HANDLING, STORAGE, AND SHIPPING. Handling, storage, and shipping shall be the responsibility of CAMP PRECAST CONCRETE PRODUCTS. The Town of Brandon, Vermont has already paid for these services.

The Contractor is responsible to ensure the site is accessible and safe for CAMP PRECAST CONCRETE PRODUCTS trucks, personnel, and equipment. This includes the Churchill Road from Vermont Route 73 to the project site. Any improvements or modifications shall be at the expense of the contractor and shall require approval by the Engineer.

- XX. INSTALLATION METHODS, EQUIPMENT, AND ERECTION. CAMP PRECAST CONCRETE PRODUCTS is responsible for the methods and equipment employed for the erection of the structure components. The Town of Brandon, Vermont has already paid for these services.

The Contractor is responsible for the preparation of the site. The Contractor is responsible to provide a suitable and safe working area for CAMP PRECAST CONCRETE PRODUCTS crane and trucks to unload and set the precast culvert and related components.

- XX. GROUT.

CAMP PRECAST CONCRETE PRODUCTS will supply grout and all field labor and rebar pins for the precast wingwall/box culvert connections and the separate top slabs/box connections as depicted on the drawings.

Contractor shall cure all exposed grout for a period of no less than three days by the wetted burlap method in accordance with Section 501. Curing shall commence as soon as practical after grout placement.

- XX. METHOD OF MEASUREMENT. The quantity of Special Provision (Contractor-Fabricated Precast Concrete Structure) of the work specified to be measured for payment shall be on a lump sum basis. The lump sum shall include work described in this Special Provision

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in the complete and accepted state for each location specified in the Contract.

- XX. BASIS OF PAYMENT. The accepted quantity of Special Provision will be paid for at the Contract lump sum price. Payment shall be full compensation for preparing the site for the concrete box culvert and related components, and for ensuring the access to the site from VT Route 73 is accessible and safe, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Any grouting work, such as fairing out unevenness between adjacent precast concrete structure components and filling leveling screw holes, shear keys, transverse anchor recesses, and dowel holes, is considered incidental to the work for Special Provision (Handling, Transport, and Erection of Box Culvert).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Handling, Transport, and Erection of Box Culvert)	Lump Sum

Item 900.645 – Special Provision (Remove and Relocate Existing Stone Wall)

XX. DESCRIPTION. This work shall consist of removing and relocating existing stone wall(s) at the location(s) as directed by the Engineer.

XX. MATERIALS. All materials shall be approved by the Engineer prior to use.

XX. GENERAL. This work shall consist of removing and relocating existing stone masonry to return the existing stone wall(s) to their original preconstruction condition and as indicated and specified in the Contract Documents. The work includes, but is not limited to, the following:

Existing stones shall be relocated and reset in their new locations, removing any gaps that occurred due to previous damage to the wall. Additional stone shall be provided by the Contractor as necessary to complete construction of the wall.

XX. CONSTRUCTION REQUIREMENTS. The work shall be performed by a stone mason who is highly knowledgeable and experienced in the construction of dry stone masonry walls and fascia. The Contractor's stone mason performing the work must demonstrate at least five years of experience in the construction of dry stone masonry walls. Documentation of experience, including lists of references and previous projects, shall be submitted to the Engineer prior to commencement of the work.

All stones shall be carefully removed in the areas as directed by the Engineer.

The existing stones shall be relocated and reset in their new locations, removing any gaps that occurred due to previous damage. All joints in the reconstructed stone walls shall not be larger than 2 inches between stones. Any existing stones that are not suitable for replacement or missing shall be replaced by the Contractor with stones of similar size and appearance. Additional stone required to complete construction of the wall shall be approved by the Engineer prior to commencement of the work.

Adding stone as necessary to complete construction of the wall or new small stones to the joints of the reconstructed stone walls will be considered incidental to the work to be performed for stone masonry.

XX. METHOD OF MEASUREMENT. The quantity of Special Provision (Remove and Relocate Existing Stone Wall) to be measured for payment will be on a lump sum basis for each wall removed and relocated in the complete and accepted work.

XX. BASIS OF PAYMENT. The accepted quantity of Special Provision (Remove and Relocate Existing Stone Wall) will be paid for the Contract lump sum price. Payment shall be full compensation for removing and relocating the existing stone wall; furnishing, transporting, handling, and placing the materials specified, including additional

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stone as necessary to complete construction of the wall; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Partial payments will be made as follows:

- (a) An initial payment of 40% of the lump sum price will be paid upon the removal of the existing stone wall.
- (b) The remaining 60% of the lump sum price will be paid when the stone wall has been relocated and reconstructed to the satisfaction of the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Remove and Relocate Existing Stone Wall)	Lump Sum

Item 900.645 – Special Provision (Temporary Relocation of Stream)

XX. DESCRIPTION. This work shall consist of temporary stream relocation including erosion prevention and sediment control, channel maintenance, and debris removal in accordance with these specifications.

XX. MATERIALS. Materials shall meet the requirements of the following Subsections:

Geotextile Fabrics.....649.02
Stone Fill, Type II.....706.04 (b)

Other materials may be used. These shall be detailed on the EPSC Plan and are subject to approval.

XX. GENERAL. Prior to beginning the work covered under this Specification, the Contractor shall submit to the Engineer site-specific plans, including all construction, erosion prevention and sediment control, and maintenance details, for providing temporary stream relocations at the stream crossings specified in the Plans. These details shall be developed in accordance with the requirements of Section 653 and will be considered a component of the overall project EPSC Plan.

All relocation plans must be approved by the Agency of Natural Resources prior to beginning work. These plans shall adequately provide for storm generated flows in accordance with the preliminary information sheet and shall be stamped by a Professional Engineer registered in the State of Vermont. The plans shall address erosion prevention and sediment control, channel maintenance, debris removal, and the materials and methods of creating the upstream diversion from the existing stream channel. These plans shall conform to any permits, both State and Federal, which have been issued for this project.

The Contractor shall provide for crossing the relocated stream channel for the duration of its existence so as not to impact the free flow of the stream or to increase any flood levels or potential for property damage upstream or downstream of the project site. This work shall be scheduled such that it is performed during a period that no heavy rains or storm events are anticipated.

The Contractor shall be responsible for sizing their own temporary relocation components. The Contractor is advised that expected peak flows at this site for various recurrence intervals have been developed and consist of 40-cfs(Q2.33), 76-cfs(Q10) an 100-cfs(Q25). It shall be incumbent upon the Contractor to determine the level of protection required to protect the work. However, the protection of existing facilities, structures, and property must also be undertaken and any damage thereto shall be repaired by the Contractor at no additional expense to the State. In addition, the temporary diversion shall not increase in any way flood levels or property damage upstream or downstream of the project site.

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In-stream construction shall be undertaken during the period from July 1 to September 30. Any changes to this period shall be approved in writing by the appropriate permitting agency. It shall be the responsibility of the Contractor to obtain any variances to the in-stream construction period.

Excavation for the relocated stream channel shall be made in conformance with the requirements for channel excavation as specified in Subsection 203.06.

Furnishing and installing Geotextile Fabrics and Stone Fill shall be in conformance with the requirements of Sections 649 and 613, respectively.

Furnishing and installing pipes shall be in conformance with Section 601.

The upstream diversion shall be done in such a manner as to minimize erosion and sedimentation. Upstream diversion shall not be done when stream conditions are such that the possibility of excessive erosion and sedimentation will occur.

The relocation shall be maintained, throughout the time it is in place, free from debris, logs, stumps, and other obstructions which might impair the free-flow of water through the diversion.

After completion of the new permanent channel improvements and the re-diversion of channel flow through the new permanent channel, the entire length of the temporary channel shall be excavated to remove all muck, sediment, debris, and foreign matter.

Any portion of the temporary channel which falls outside of the embankment limits shall be restored to match the existing ground and shall be included in the unit price bid for Special Provision (Temporary Relocation of Stream).

Any turf establishment required outside of the embankment limits shall be paid for under the appropriate Contract items.

- XX. METHOD OF MEASUREMENT. The quantity of Special Provision (Temporary Relocation of Stream) to be measured for payment shall be on a unit basis for each temporary stream location specified, installed, maintained, and removed.

Where a temporary relocation of stream is constructed for the convenience of the Contractor and is not specified in the Plans or ordered by the Engineer, the costs for the temporary relocation shall be considered incidental to all other Contract items.

- XX. BASIS OF PAYMENT. The accepted quantity of Special Provision (Temporary Relocation of Stream) will be paid for at the Contract lump sum price for each temporary stream relocation. Payment will be full compensation for designing, as necessary, constructing, including all required materials, maintaining, and removing each temporary stream relocation.

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Payment for the design and detailing of erosion prevention and sediment control measures for Temporary Relocation of Stream will be considered incidental to Contract item 653.01 EPSC Plan.

Payment for the monitoring and maintenance of erosion prevention and sediment control measures for Temporary Relocation of Stream will be considered incidental to Contract items 653.02 Monitoring EPSC Plan and 652.30 Maintenance of EPSC Plan (N.A.B.I.), respectively.

Payment for erosion prevention and sediment control measures for Temporary Relocation of Stream will be made under the appropriate Contract items.

When the construction of the temporary stream relocation is completed, operational, and accepted, a payment of 75% of the Contract lump sum price will be allowed. The remaining 25% of the Contract lump sum price will be paid when the temporary stream relocation has been removed and the site restored and stabilized to the satisfaction of the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Temporary Relocation of Stream)	Lump Sum

Item 900.650 – Special Provision (Material Sampling and Testing) (N.A.B.I.)

1. DESCRIPTION. This work shall consist of subsidizing the sampling and testing of project materials by an independent Testing Firm, in accordance with the Vermont Agency of Transportation's Quality Assurance Program and Material Sampling Manual for Level 3.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the applicable provisions of the Standard Specifications.

2. GENERAL REQUIREMENTS. The Town of Brandon will hire a qualified independent testing firm, who will work through the Resident Engineer. Work shall be performed in accordance with the appropriate provisions of Section 106 of the Standard Specifications.
3. METHOD OF MEASUREMENT. The quantity of Special Provision (Material Sampling and Testing) (N.A.B.I.) to be measured for payment will be on a lump unit basis in the complete and accepted work for performing material sampling and testing.
4. BASIS OF PAYMENT. Payment for Special Provision (Material Sampling and Testing) (N.A.B.I.) will be as follows:

- (a) A lump unit of two thousand dollars (\$2,000) has been included in the bid proposal. Payment will be for reimbursing the Testing Firm for all actual testing work agreed upon and approved by the Resident Engineer, and subsequently completed at the agreed upon price for completing the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Material Sampling and Testing) (N.A.B.I.)	Lump Unit