

Special Provisions for: WOODSTOCK BRF 0151(21)

1. LABOR SUPPLY. Available workers for this Contract may be obtained from Manager, Employment & Training, Barre, VT. The latest edition of the DBE Registry can be obtained from the Office of Civil Rights and Labor's Webpage at the following address: www.aot.state.vt.us/CivilRights/default.htm. Contractors that do not have access to the internet may obtain a copy from the Office of Contract Administration upon request.
2. CONTRACT COMPLETION DATE. This Contract shall be completed on or before July 1, 2016.
3. 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.

4. 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 at (802) 828-2641. This number may also be accessed via the Agency's TTY/TDD Telecommunications Relay Service at 1-800-253-0191.

*The deadline for submitting inquiries related to this project to the Office of Contract Administration is 4:30 p.m. Eastern Standard Time on **October xx, 2015**. No exceptions will be made to this requirement.*

5. NOTICE TO BIDDERS - PRE-BID MEETING. Prospective Bidders are hereby notified that there will be a pre-bid meeting for this project to be held at **x:00** p.m. Eastern Standard Time on **October 2, 2015** at the Woodstock Town Office building located at 31 The Green in Woodstock, VT.

Attendance at the pre-bid meeting is required prior to submitting a bid for this project.

The primary purpose of the meeting is to discuss Special Provision(in-water sediment isolation device). Prospective Bidders are encouraged to submit inquiries related to this project to the Agency's Office of Contract Administration before 4:30 p.m. Eastern Standard Time on **September 28, 2015**. Inquiries submitted by this time will be kept anonymous as to the author of the inquiry. Other questions will be taken on the date of the pre-bid meeting and following the pre-bid meeting until the deadline specified in Special Provision No. 4.

Prior to the bid opening date of **October 30, 2015**, the Agency's Office of Contract Administration will issue to Prospective Bidders both a written summary of the pre-bid meeting and, if necessary, an addendum to the proposal documents.

6. 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.

7. STANDARD SPECIFICATIONS. The provisions of the 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.
8. 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
Standard Federal EEO Specifications
VT Agency of Transportation Contractor Workforce Reporting Requirements
Workers' Compensation; State Contracts Compliance Requirement
General Special Provisions dated April 7, 2015
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
Asphalt Price Adjustment Provisions dated April 6, 2010
Section 520 - Membrane Waterproofing, Spray Applied dated August 6, 2013
Stream Alteration Consultation #HD-06-0001 (e-mail) dated February 3, 2015
Army Corps of Engineers Permit #NAE-2014-2332 dated December 10, 2014
Certification for Federal-Aid Contracts
Contractor's EEO Certification Form
Debarment & Non-Collusion Affidavit

9. 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.
10. 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.

11. 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; Structures Engineer; Structures Program Manager	Director of Project Delivery Bureau
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

12. 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 7:00AM and end 21 consecutive calendar days later by 6:59 AM. The duration shall be between May 2, 2016 and May 27, 2016. During the BCP the Contractor will be allowed to work on this bridge 24 hours per day, 7 days per week, including holiday periods.

Night work will be allowed during the BCP. See Special Provision Nos. 13 NOTICE TO BIDDERS - REQUIREMENTS FOR NIGHTTIME WORK and 14 NOTICE TO BIDDERS - NIGHTTIME WORK RESTRICTIONS for additional information and requirements.

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 indicating the BEGIN CONSTRUCTION DATE for the BCP work. This letter shall be received by the Construction Section a minimum of seven (7) calendar days prior to the BEGIN CONSTRUCTION DATE indicated in the letter. The letter shall indicate the last day of the BCP, the I/D finish date. The BEGIN CONSTRUCTION DATE shall be determined by the Contractor.

The I/D dates as established above for this Contract are absolute fixed dates 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 coordination meeting held on site with the Contractor's superintendent, the Engineer, and the Project Manager to discuss durations of work, types of night work, work sequencing, etc. The contractor shall set this up a minimum of 60 days prior to the BCP.

In addition, a public information meeting will be scheduled by the public outreach coordinator approximately 30 days prior to the BCP. The contractor shall be available to attend and be prepared to discuss their construction schedule with the public.

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

- Joints cured
- Spray applied membrane installed
- Subbase material placed on approaches
- Temporary traffic barrier placed allowing two (2) 11'-0" minimum wide lanes
- Detour signs removed or covered up

No daily lane closures will be allowed before the 14 days prior to the BCP to progress work items outside EPSC and Traffic Control.

In the 14 days prior to and following the end of the BCP, the Contractor shall maintain a minimum of one-lane (11 feet wide), two-way traffic during working hours and shall maintain two-lane, two-way traffic during non-working hours.

c) Pay Schedule.

- (1) The Contractor will receive a lump sum compensation of Thirty-five Thousand Dollars (\$35,000) for completing the Identified Work before the end of the I/D finish date.

In addition, the Contractor will be compensated at a rate of three hundred fifty dollars (\$350) per hour that the identified work is completed and opened to two-way traffic prior to the I/D period (allowable BCP), up to a maximum total payment as specified herein. Only full hours where the bridge is opened before the end of the allowable BCP will count toward this extra incentive payment.

The maximum amount payable under the incentive clause shall be seventy thousand dollars (\$70,000)(including the lump sum payment).

For each hour after the I/D period (allowable BCP) that the identified work remains uncompleted, the Contractor will be assessed disincentive at a rate of three hundred fifty dollars (\$350) per hour. The full hourly disincentive amount will be assessed for each hour, or portion thereof, that traffic is not allowed on the bridge following the end of the allowable BCP. 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.

13. NOTICE TO BIDDERS - REQUIREMENTS FOR NIGHTTIME WORK. The Contractor is hereby notified that night work will be allowed within the bridge closure period. For the purposes of this Contract, "night" shall mean from the hours of 7:00 p.m. until 5:00 a.m. of the following day. The Engineer may abbreviate this time period as necessary for safety considerations.

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 900.645 Special Provision (Traffic Control, All-Inclusive).

14. 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 9:00 p.m. and 6:00 a.m. that creates a noise level exceeding 75 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.

15. NOTICE TO BIDDERS - BUILDING INSPECTION. For the protection of the Contractor and all property owners, before beginning any construction activities, the Contractor shall video inspect potentially affected properties inside and out. Buildings within 100 feet of the project limits that may be affected by any construction operations shall be included. The Contractor's insurer shall notify the Engineer when the video is complete and shall be available upon request by the Agency.

Upon completion of project construction, the Contractor's insurer shall again completely inspect, inside and out, and make a complete video CD record of all buildings as part of the inspection. A written copy of the complete inspection report shall be delivered to the Engineer by the Contractor. The video shall remain the property of the contractor's insurer for one year after the project completion date.

All members of the Insurer's inspection team shall personally identify themselves to the Engineer prior to beginning each inspection.

All costs involved in performing this work will be considered incidental to all Contract items.

16. 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 100 mm (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 4.5 kg/m (3 lb/ft) flanged channel posts or 51 mm (2 inch) square steel inserted in

57 mm (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 100 mm (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 16 kph (10 mph) below existing posted speeds. Temporary speed limit certificates must be approved by the Chief Engineer.
- 17. 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.
- 18. NOTICE TO BIDDERS - PUBLIC OUTREACH. This project is under separate contract for public outreach communications. The Woodstock BRF 0151(21) Contract will govern if any conflict arises with the information made available through the public outreach effort.
- 19. UTILITIES. Existing aerial facilities owned by Telephone Operating Company of Vermont (d/b/a FairPoint Communications), and Green Mountain Power Corporation will be adjusted, as necessary, by employees or agents of the above company(ies) in accordance with the "Approximate Aerial Utility Relocation Route" shown on the project plans.

Contacts for the above listed utility companies are:

Green Mountain Power	Caleb Hawley	(802) 234-5740
FairPoint Communications	Jennifer Hinerman	(802) 295-8100
Comcast	Dan Dezatra	(603) 678-8271

The Contractor is advised that exploratory excavation to locate existing underground facilities may be necessary to protect these facilities from damage. Where approved by the Engineer, these utilities shall be located and/or exposed by methods such as air/vacuum excavation and/or hand digging to determine their exact location. This exploratory work shall be classified as Trench Excavation of Earth, Exploratory and payment shall be through Pay Item 204.22, Trench Excavation of Earth, Exploratory.

Employees or agents of the above listed company(ies) are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the company(ies), or their facilities.

Vermont Statutes Annotated, Title 30, Chapter 86 ("Dig Safe") requires notice to Dig Safe before starting excavation activities. The Contractor must telephone Dig Safe at 811 at least 48 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30

days before, starting excavation activities at any location. In addition, before excavation and/or pavement grinding in or on the state highway right-of-way, the Contractor must contact the Agency's District Transportation Administrator to obtain/verify the location of Agency's underground utility facilities or to confirm the absence of such facilities.

Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.07 of the Standard Specifications for Construction.

All Contractors, subcontractors or material suppliers involved in any project-related activity shall comply with all applicable codes and regulations related to working around live electrical lines; including, but not limited to maintaining the required minimum clear distance from an electrical utility facility. The Contractor's Competent Safety Officer shall be well versed in OSHA and VOSHA regulations, and shall be capable of implementing a plan to conform to these regulations during prosecution of work.

20. 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 highway trucks or equipment so stopped or parked shall be at least 1.2 m (4 feet) from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway 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 highway.

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 highway unless otherwise authorized by the Engineer.

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.

21. SPECIAL CONSTRUCTION REQUIREMENTS.

A. Unless otherwise permitted in writing by the Engineer, and except as otherwise allowed under Special Provision No. 12(a), the Contractor shall not work during the holiday periods for Memorial Day and July Fourth. 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, and except as otherwise allowed under Special Provision No. 12(a),

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 drives and intersecting side roads at all times during the construction of this project.
- C. 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 900.645 Special Provision (Traffic Control, All-Inclusive).
- D. 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>.
- E. The Green Mountain Horse Association has events that may require close communication and coordination between the Contractor and the Association to reduce conflicts. The public outreach coordinator 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.

ASPHALT PRICE ADJUSTMENT

- 22. 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.
- 23. 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 **\$629.00 per ton**.

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 produced under Contract items 900.675 Special Provision (Hand-Placed Bituminous Concrete Material, Drives) and 900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity) will be included for adjustment.

The tonnage of Special Provision (Hand-Placed Bituminous Concrete Material, Drives) placed will be utilized in the adjustment calculation.

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 108 - PROSECUTION AND PROGRESS

24. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, is hereby modified by adding new subpart (11) as follows:

(11) The days from April 15th to December 1st, inclusive, on which the weather or condition of the ground caused suspension of the work.

SECTION 501 - HPC STRUCTURAL CONCRETE

25. 501.02 MATERIALS, is hereby modified by adding the following:

Where a shrinkage admixture will be used in placing concrete as allowed by the Contract Documents, the following requirements shall be met:

A shrinkage compensating admixture shall be added during the initial concrete mixing phase or as recommended by the chemical manufacturer product representative. The shrinkage compensating admixture shall be one of the products listed below. The final dosage rate will be determined by the product representative and the concrete producer. The dosage rate volume is computed into the final water/cementitious ratio.

Manufacturer: Sika Construction Product Division

Product name: - Sika Control 40

Tel.: 1-800-933-7452

Website: <http://www.sikaconstruction.com/tds-cpd-SikaControl40-us.pdf>

Manufacturer: The Euclid Chemical Company

Product name: Eucon SRA

Tel.: 1-800-321-7628

Website: <http://www.euclidchemical.com/fileshare/ProductFiles/techdata/euconsra.pdf>

Manufacturer: BASF (Master Builders)

Product name: Tetraguard AS20

Tel.: 1-800-628-9900

Website: http://www.basf-admixtures.com/NR/rdonlyres/84C7EC12-F527-44FD-A8B9-3A007609FF76/0/TETRAGUARD_AS20_DS307.pdf

Manufacturer: Grace Construction Products

Product name: Eclipse Plus

Tel.: 1-877-423-6491

Website: http://www.na.graceconstruction.com/concrete/download/EC-13B_2.pdf

SECTION 652 - EROSION PREVENTION & SEDIMENT CONTROL PLAN

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

27. 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.

28. 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.

29. 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."

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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:

<u>Pay Item</u>	<u>Pay Unit</u>
652.10 EPSC Plan	Lump Sum
652.20 Monitoring EPSC Plan	Hour
652.30 Maintenance of EPSC Plan (N.A.B.I.)	Lump Unit

SECTION 690 - FUEL PRICE ADJUSTMENT

- 36. In addition to materials produced under Contract pay item(s) included in Table 1 Pay Item Fuel Usage Factors and Quantity Thresholds as allowed under this Section, fuel usage under Contract item 900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity) will be included for adjustment, utilizing the Fuel Usage Factors for item 490.30 in Table 1.
- 37. SECTION 690 - FUEL PRICE ADJUSTMENT, is hereby made a new Section of the Specifications as follows:
- 38. 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.

39. 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 \$3.12 per gallon. The index price (retail) for diesel fuel is \$3.69 per gallon.

- (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:

<u>Pay Item</u>	<u>Pay Unit</u>
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	
		Metric	English	Metric	English	Metric	English	Metric	English
Excavation	203.15	GAL/CM	GAL/CY	0.38	0.29	0.2	0.15	2,500	3,000
	203.16	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	2,000	2,500
	204.25	GAL/CM	GAL/CY	0.46	0.35	0.21	0.16	2,000	2,500
	208.30	GAL/CM	GAL/CY	0.46	0.35	0.21	0.16	1,500	2,000
	208.35	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	1,500	2,000
Borrow	203.30	GAL/CM	GAL/CY	0.38	0.29	0.20	0.15	2,500	3,000
	203.31	GAL/CM	GAL/CY	0.38	0.29	0.20	0.15	2,500	3,000
	203.32	GAL/CM	GAL/CY	0.38	0.29	0.20	0.15	2,500	3,000

Granular Backfill For Structures	204.30	GAL/CM	GAL/CY	1.31	1.00	0.21	0.16	1,200	1,500
Cold Planing, Bituminous Pavement	210.10	GAL/SM	GAL/SY	0.16	0.12	0	0	11,000	15,000
Subbase	301.25	GAL/CM	GAL/CY	1.11	0.85	0.73	0.56	750	1,000
	301.35	GAL/CM	GAL/CY	1.11	0.85	0.73	0.56	750	1,000
Reclaimed Stabilized Base	310.20	GAL/SM	GAL/SY	0.05	0.04	0	0	30,000	35,000
Pavement	406.25	GAL/T	GAL/TON	3.37	3.06	0.95	0.86	450	500
	406.27	GAL/T	GAL/TON	3.37	3.06	0.95	0.86	450	500
	490.30	GAL/T	GAL/TON	3.37	3.06	0.95	0.86	450	500
Concrete	501.32	GAL/CM	GAL/CY	0.98	0.75	0.33	0.25	750	1,000
	501.33	GAL/CM	GAL/CY	0.98	0.75	0.33	0.25	750	1,000
	501.34	GAL/CM	GAL/CY	0.98	0.75	0.33	0.25	750	1,000
Stone Fill	613.10	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	1,500	2,000
	613.11	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	1,500	2,000
	613.12	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	1,500	2,000
	613.13	GAL/CM	GAL/CY	0.51	0.39	0.24	0.18	1,500	2,000
Guardrail	621.20	GAL/M	GAL/LF	0.59	0.18	0.16	0.05	1,500	5,000
	621.205	GAL/M	GAL/LF	0.59	0.18	0.16	0.05	1,500	5,000
	621.21	GAL/M	GAL/LF	0.59	0.18	0.16	0.05	1,500	5,000
	621.215	GAL/M	GAL/LF	0.59	0.18	0.16	0.05	1,500	5,000

SECTION 900 - SPECIAL PROVISION ITEMSCRITICAL PATH METHOD (CPM) SCHEDULE

40. DESCRIPTION. This work shall consist of developing and furnishing a CPM Schedule, including narratives, updates, and revisions for the duration of the Contract.

These provisions shall supersede Subsection 108.03(a) of the Standard Specifications.

41. SUBMISSIONS.

(a) The Contractor is responsible for the scheduling of all Contract work, which shall include, but is not limited to subcontracted work, complete and acceptable submissions, work component fabrications, and delivery of materials. The schedule shall include allowance for time for all aspects of the work including sufficient time for VTrans to perform its functions as indicated in the Contract, including but not limited to acceptance inspection and/or testing, and review and acceptance/approval of any required Working Drawings as defined in Section 105 or otherwise in the Contract Documents.

(b) Provide the following items with each schedule submission. The schedule shall be prepared with MS Project.

(1) An electronic copy in MS Project format with run date and version of the schedule;

(2) A PDF illustrated in color, depicting no more than 50 activities on each 280 by 430 mm (11 by 17 in.) sheet, and with each sheet including title, project name and number, match data for diagram correlation, and a key;

(3) A four-week look-ahead narrative to provide a more detailed plan of upcoming work highlighting the near term priorities. Indicate the anticipated workdays per week, number of shifts per day, number of hours per shift, crew sizes, and assumed resources. If the project requires a road closure, identify any changes in anticipated resources, or work schedule during the closure period.

(c) The CPM schedule shall include the following:

(1) Activities that describe the essential features of the work, activities that might delay Contract completion, and which activities are on the critical path;

(2) The planned start and completion dates for each activity and the duration of each activity stated in work days (field activities of more than 15 work days in duration shall be broken into two or more activities distinguished by location or some other logical feature); this estimated

figure shall include considerations for permit limitations, seasonal limitations, and any other anticipated delays.

- (3) When the project contains a defined Road or Bridge Closure Period of a minimum of 24 hours and up to a maximum of 28 days, the duration for work within the closure period shall be shown in hours instead of days. The maximum duration of each activity within the closure period shall be limited to twelve (12) hours;
 - (4) Finish-to-Start relationships among activities, without leads or lags unless justified in the narrative, and approved by the Engineer;
 - (5) Distinct columns showing Predecessors, Successors, Duration, Actual Start, and Actual Finish for each Activity;
 - (6) Project suspension or work inactivity that is three (3) days or longer;
 - (7) Dates related to the procurement of materials, equipment, and articles of special manufacture;
 - (8) Dates related to the submission of Working Drawings, plans, and other data specified for review or approval by the Agency;
 - (9) Key milestone dates specified in the Contract including but not limited to; Notice to Proceed, Interim Completion, Permit Restriction Dates, and Contract Completion Date. These shall be the only constraints in the schedule logic;
 - (10) Activities related to Agency or Third Party reviews and inspections.
- (d) For contracts with an original Contract amount in excess of \$8,000,000.00 the following additional information shall be shown on the CPM schedule:
- (1) Each Contract bid item identified with at least one activity, except:

Lump Sum items, Lump Unit items, Contract items paid by the "Hour", Contract items paid by the "Dollar", Section 641 pay items, and Section 653 pay items.
 - (2) Each compensable activity shall identify the applicable Contract item(s), along with the total quantity intended to be placed during that activity.

42. BASELINE SCHEDULE. The CPM Schedule submittal shall be received by the Engineer a minimum of seven (7) calendar days prior to the preconstruction meeting. The Engineer and Contractor may review the

schedule at the preconstruction meeting. Any requested information and a revised schedule shall be submitted within seven (7) calendar days after receiving the Engineer's request. The Engineer shall be allowed twenty-one (21) calendar days to review the schedule and provide a response. The Engineer will review the schedule by assessing the schedule's compliance with these provisions and conformance with the Contract requirements. By accepting the schedule, the Engineer does not modify the Contract in any way. The Baseline Schedule shall be accepted before any field work begins. The accepted schedule will be used as the Baseline Schedule for the remainder of the project.

The schedule shall define and sequence activities so as to accurately describe the project and to meet Contract requirements for scope of work, phasing, accommodations for traffic, and interim, and project completion dates. Create the schedule, beginning with the date of the Notice to Proceed.

43. SCHEDULE UPDATES. The schedule shall be updated during active construction at the end of every other bi-weekly estimate period (update period) and when directed by the Engineer. Projects with short duration road closures are of particular importance as the project float will be limited. The Contractor shall promptly inform the Engineer of any schedule delays or changes that occur during these periods. The Engineer shall be allowed ten (10) calendar days to review the update for compliance with these provisions and provide a response. Include the following with each update:

- (1) Actual start dates of each activity started;
- (2) Actual finish dates of each activity finished, or remaining durations of activities started but not yet completed;
- (3) Narrative report describing progress during the update period, shifts in the critical activities from the previous update, sources of delay, potential problem areas, work planned for the next update period, and changes made to the schedule. Changes include additions, deletions, or revisions to activities due to the issuance of a Contract revision, changes to an activity duration, changes to relationships between activities, or changes to the planned sequence of work or the method and manner of its performance.
- (4) The Original schedule shall be shown as a Baseline

44. REVISIONS. Schedule revisions shall be submitted within ten (10) calendar days after any of the following:

- (1) A written request to revise the schedule from the Engineer;
- (2) A delay (actual or projected) to scheduled milestones or project completion dates;
- (3) When actual progress falls behind the most recent schedule accepted by the Engineer, either by falling more than two (2) weeks behind schedule or by 5% of the total Contract time, the

Contractor shall immediately inform the Engineer in writing. The Engineer may require the Contractor to submit a revised schedule. Neither the Engineer's acceptance of such revised schedule nor any Agency feedback regarding the revised schedule shall be construed as an approval of the revised schedule, nor should it be construed as the Agency's dictation of the Contractor's means and methods;

- (4) Issuance of a Change Order/Supplemental Agreement(s) that by adding, deleting, or revising activities, changes the planned sequence of work or the method and manner of its performance;
- (5) Issuance of a Change Order/Supplemental Agreement(s) that adds time to the Contract;
- (6) The Contractor shall participate in progress meetings at the request of the Engineer to review and discuss the updated schedule information including any activity delay, coordination requirements, change orders, potential delays, and other relevant issues.

The Engineer shall review the revised schedule for compliance with these provisions, and provide a response within ten (10) calendar days.

- 45. FLOAT. Any float in the schedule is to be credited to the project only.
- 46. FAILURE TO SUBMIT SCHEDULE. Failure to submit a schedule (i.e. original baseline schedule, required updates, revisions, and when requested by the Engineer) in accordance with these provisions may be grounds for suspension of partial payments, as identified in Subsection 109.08, until a satisfactory schedule meeting the requirements of these provisions is received by the Engineer.
- 47. METHOD OF MEASUREMENT. The quantity of Special Provision (CPM Schedule) to be measured for payment will be the number of each CPM Schedule (i.e. original baseline schedule, required updates, revisions, and when requested by the Engineer), accepted by the Engineer through the duration of the Contract.
- 48. BASIS OF PAYMENT. The accepted quantity of Special Provision (CPM Schedule) will be paid for at the Contract unit price for each. Payment will be full compensation for preparing and submitting a schedule as 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>
900.620 Special Provision (CPM Schedule)	Each

TRAFFIC CONTROL

- 49. DESCRIPTION. This work shall consist of establishing and maintaining traffic control measures to protect the traveling public and construction operations as indicated in the Plans and as directed by

the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and Section 641 of the Standard Specifications.

50. SUBMITTALS. The Contractor shall submit to the Engineer for approval a site-specific traffic control plan in accordance with Subsection 105.03. The traffic control plan shall conform to the requirements of the MUTCD and all applicable Agency Standard Drawings. Where conflicts exist, the MUTCD will govern. Each phase of construction shall be included in the submitted traffic control plan. The Contractor shall allow the Agency 14 calendar days to review and respond to the proposed traffic control plan.

51. TRAFFIC CONTROL DEVICES. Temporary traffic barrier shall meet the requirements of Section 621. Traffic control devices shall meet the requirements of Section 641.

52. METHOD OF MEASUREMENT. The quantity of Special Provision (Traffic Control, All-Inclusive) to be measured for payment will be on a lump sum basis for providing traffic control in the complete and accepted work.

The quantities for Uniformed Traffic Officers and Flaggers will be measured separately in accordance with Section 630.

53. BASIS OF PAYMENT. The accepted quantity of Special Provision Traffic Control, All-Inclusive) will be paid for at the Contract lump sum price.

Partial payments will be made as follows:

- (a) The first 15% of the Contract lump sum price will be paid upon approval of the Contractor's traffic control plan.
- (b) The remaining 85% of the Contract lump sum price will be paid on a prorated basis for the estimated duration of the Contract work remaining.

Payment will be full compensation for preparing, implementing, inspecting, maintaining, and removing the applicable traffic control plan and required traffic control devices, including but not limited to temporary traffic barrier, temporary pavement markings, and signing; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Uniformed Traffic Officers and Flaggers will be paid for separately under Contract items 630.10 and 630.15, respectively.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Traffic Control, All-Inclusive)	Lump Sum

INCENTIVE/DISINCENTIVE (I/D)

54. INCENTIVE/DISINCENTIVE (I/D), is hereby made a new Section of the Specifications as follows:

The payment of monies for performance under the Incentive/Disincentive (I/D) specifications contained in these Special Provisions shall be as follows:

1. For the incentive payment as described in part (c) of Special Provision No. 12, the Contractor will be paid in the next bi-weekly estimate in which the Contractor has satisfactorily met the requirements of I/D.
2. For the assessed disincentive as described in part (c) of Special Provision No. 12, the Engineer will deduct the amount due the Agency from the monies due the Contractor on the next bi-weekly estimate.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Incentive/Disincentive) (N.A.B.I.)	Lump Unit

HIGH PERFORMANCE CONCRETE, RAPID SET

55. DESCRIPTION. This work shall consist of designing, furnishing, and placing a high early strength, high performance, Portland cement concrete at the locations indicated in the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and Section 501 of the Standard Specifications.

56. MATERIALS. Materials shall meet the requirements of Subsection 501.02 and the following:

High Early Strength Portland Cement.....701.04

57. MIX DESIGN SUBMISSION CRITERIA. Concrete shall meet the following requirements:

(a) The mix shall be classified as self-consolidating concrete (SCC) mix. If the project will only be using this mix in flat work application, then the mix will be classified and tested as a conventional concrete with a slump not to exceed 9 inches.

(b) Compressive Strength.

28 day compressive strength - 5000 psi

In addition to this requirement, the Contractor shall be aware that a minimum compressive strength of 4000 psi, as determined by field-cured test cylinders, shall be achieved prior to allowing traffic on the structure.

(c) Permeability. 56 Day Permeability - 2500 coulombs (The permeability may be tested prior to 56 days but results must still be 2500 coulombs or less). Test shall be performed in accordance with Subsection 510.04(b)(6)f.

(d) Air Content. 7 ± 1.5%.

- (e) Slump/Spread. The mix shall not exhibit segregation at the slump /spread being used.
- (1) For SCC mix the visual stability index (VSI) shall be equal to or less than 1.
- (f) Alkali-Silica Reactivity (ASR). Test shall be performed in accordance with Subsections 510.04(b)(6)g and 510.04(b)(7).
- (g) The mix may contain shrinkage-compensating admixture such that there will be no separation of concrete from adjacent precast units. The Contractor shall include results for the unrestrained shrinkage test method, ASTM C 157. The maximum shrinkage allowed shall be 0.04%. Testing shall be performed by an independent lab that is CCRL accredited in AASHTO T 30 or ASTM C 1260.
- (h) A proprietary concrete mix design meeting the same performance requirements may also be considered for use.
58. SUBMITTALS. A minimum of fourteen (14) calendar days prior to placement (or prior to the pre-placement meeting, if one is required), the Contractor shall submit the mix design for approval. The mix design shall be submitted to the Agency's Materials Laboratory, attention Composite Materials Engineer. Concrete under this provision shall not be placed until the mix design has been approved.
- (a) Trial Batch. Twenty-one (21) to seven (7) days prior to the first placement, the Contractor shall produce and place a 2 cubic yard trial batch, as an SCC, at a location agreed upon by the Contractor and the Engineer. The purpose of this trial batch is to demonstrate that the mix is capable of producing the wet test results within the specified ranges. The Engineer shall be given a minimum notice of seven (7) days prior to the trial batch pour. The trial batch shall be poured in the presence of the Engineer and the Composite Materials Engineer. The trial batch shall be produced and poured in the same manner, estimated concrete temperature, and time frames that will occur during construction. The Contractor shall provide qualified personnel to test spread, air content, and temperature of the trial batch.
- If this mix will be used in flat work application, a second trial batch will be required at the anticipated slump the Contractor will need; this trial batch will be tested for the same properties, except for the spread, where it will be for slump. If the mix will only be used in flat work application for the project, the requirement for testing the mix as an SCC will be disregarded. If the trial mix falls outside of any of the listed ranges for the testing criteria, the trial batch shall be subject to rejection.
- (b) Mix Acceptance Criteria. The placed concrete will be tested for all mix design criteria as specified herein, with the exception of permeability, shrinkage, and ASR. If the test results fall outside of the specified ranges for the tested criteria, the mix shall be subject to rejection.
59. CURING CONCRETE. The method of wet curing used shall meet the requirements of Subsection 501.17. Concrete shall be wet cured until it has reached the minimum design strength as specified herein, verified by testing of field cylinders.

60. LOADING OF CONCRETE. After the concrete has been placed and the finishing operations concluded, it shall not be walked on or disturbed in any manner, including the removal of forms, until curing is complete as specified herein.

The concrete shall obtain the specified minimum design strength prior to any vehicular loading.

A portable compression testing machine calibrated in accordance with Section 5 of ASTM C 39 shall be provided by the Contractor and available on-site for cylinder testing of field-cured cylinders for construction progress. All testing and equipment shall conform to ASTM C 39. Testing shall be performed, and equipment operated by, a qualified Agency project individual(s). The individual(s) shall be trained in the operation of the machine by the owner or representative of the machine who is proficient in the operations and functions of the machine. Once the Agency individual(s) is confident in the operation and test procedure, a Materials Lab individual shall complete a proficiency check on-site of the individual(s) operating the machine, using practice cylinders, for the purpose of qualifying the individual(s).

If an independent lab is proposed to be used to test the field-cured cylinders, the Contractor shall submit documentation providing verification for the following:

- (a) Calibration of the compression machine in accordance with Section 5 of ASTM C 39.
- (b) Compression machine meets the requirements of ASTM C 39.
- (c) Proficiency of the technician who will be performing the test methods.

The Engineer may approve barring any other unforeseen requirements. The State at any time reserves the right to perform an independent proficiency of the technician for the test methods used and review of the testing facility.

61. METHOD OF MEASUREMENT. The quantity of Special Provision (High Performance Concrete, Rapid Set) to be measured for payment will be the number of cubic meters (cubic yards) of concrete placed in the complete and accepted work, as determined by the prismatic method using dimensions shown on the Plans or as directed by the Engineer, including the volume of precast concrete stay-in-place forms, but excluding the volume of steel or other stay-in-place forms and form filling materials. No deductions will be made for the volume of concrete displaced by steel reinforcement, structural steel, expansion joint material, scuppers, weep holes, conduits, tops of piles, scoring, chamfers or corners, inset panels of 38 mm (1 ½ inches) or less in depth, or any pipe less than 200 mm (8 inches) in diameter.
62. BASIS OF PAYMENT. The accepted quantity of Special Provision (High Performance Concrete, Rapid Set) will be paid for at the Contract unit price per cubic meter (cubic yard). Payment will be full compensation for performing the work specified, including designing the mix, satisfactory finishing and curing, and for furnishing all forms, materials, including joint filler and bond breaker, labor, tools, admixtures, equipment, including automatic temperature recording units, trial batches, and incidentals necessary to complete the work.

The cost of heating materials and protecting the concrete against cold weather, and any additional cost for cement, will not be paid for separately but will be considered incidental to Special Provision (High Performance Concrete, Rapid Set).

The cost of furnishing testing facilities and supplies at the batch plant and the setting of inserts, bench marks, and bridge plaques furnished by the Agency will not be paid for separately but will be considered incidental to Special Provision (High Performance Concrete, Rapid Set).

Costs for all materials, labor, and incidentals for steel or other stay-in-place forms and form filling materials will not be paid for separately, but will be considered incidental to Special Provision (High Performance Concrete, Rapid Set).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (High Performance Concrete, Rapid Set)(FPQ)	Cubic Yard

MICROPILES

63. DESCRIPTION. This work shall consist of furnishing and installing micropiles at the locations and to the required capacities indicated in the Contract Documents.
64. MATERIALS. Materials shall meet the following requirements:
- (a) Permanent Casing. Permanent casing shall be new, flush joint-type steel pipe of appropriate thickness to withstand the stresses associated with advancing it into the ground, in addition to the stresses due to hydrostatic and earth pressures. The permanent steel casing/pipe shall conform to the minimum requirements outlined in ASTM A 252 for Grade 3 pipe except the minimum yield stress shall be 80 ksi.
- (1) Certification. Certification for permanent casing pipe shall meet the following requirements.
- a. A Type D Certification shall be furnished in accordance with Subsection 700.02.
- (2) Additional Requirements. Additional requirements for permanent casing that is installed in coupled (spliced) sections shall meet the following requirements:
- a. The casing shall be flush joint and the pipe joint shall be completely shouldered with no stripped threads.
- b. Welds shall meet the requirements of Subsection 506.10. The welding plan and procedures shall be approved by the VTrans Fabrication Supervisor.

- (b) Bar Reinforcement. Bar reinforcement shall be Grade 520 (Grade 75), continuously threaded bar, meeting the requirements of AASHTO M 31M/M 31 (ASTM A 615/A 615M) or continuously threaded Uncoated High-Strength Steel Bars conforming to AASHTO M 275M/M 275 (ASTM A 722/A 722M), as used in the design submittal.

Bar couplers, if required, shall develop the ultimate tensile strength of the bars without any evidence of failure.

- (c) Cement. Cement shall meet the requirements of Subsection 701.02.
- (d) Grout. Grout shall be a neat cement or sand/cement mixture with a minimum compressive strength of 4,500 psi at 28 days. Water for mixing grout shall be potable. The use of Grout Sand and Fly Ash in the mix is optional.

During production, micropile grout shall be tested by the Contractor for compressive strength at an approved laboratory in accordance with AASHTO T 106 (ASTM C 109) at a frequency of no less than one set of three 2 inch grout cubes from each grout plant each day of operation or per every 10 piles, whichever occurs more frequently. The compressive strength shall be the average of the 3 cubes tested.

Grout consistency as measured by grout density shall be determined by the Contractor per AASHTO T 133 (ASTM C 188) or API RP-13B-1 at a frequency of at least one test per pile, conducted just prior to start of pile grouting. The Baroid Mud Balance used in accordance with API RP-13B-1 is an approved device for determining the grout density of neat cement grout. The measured grout shall have a specific gravity of between 1.9 and 2.0, or as used in the mix design submittal.

Grout samples shall be taken directly from the grout plant. The grout cube compressive strength and grout density test results shall be provided to the Engineer within 24 hours of testing.

- (e) Centralizers and Spacers. Centralizers and spacers shall be fabricated from Schedule 40 PVC pipe, tube, steel, or material non-detrimental to the reinforcing steel. Wood shall not be used.
- (f) Structural Steel. Structural steel shall meet the requirements of Subsection 714.02 or 714.03 as used in the design submittal.

65. SUBMITTALS. The Contractor shall submit the following:

- (a) Qualifications. The micropile Contractor shall be fully experienced in all aspects of micropile and construction, and shall furnish all necessary plant, materials, skilled labor, and supervision to carry out the work under the Contract. The experience information outlined below shall be submitted to the Engineer for approval. This information shall be approved prior to any other work occurring under this specification. The Contractor shall allow 10 working days for the review of this material.

- (1) Five projects in the past five years of similar scope and size to that indicated in the Contract Documents. A brief description of the scope of work and a reference shall be included for each project. As a minimum, the reference

shall include an individual's name and current contact information. The micropile contractor shall not sublet the whole or any part of the work under the Contract without the written approval of the Engineer.

- (2) The proposed On-Site Supervisor for this work having supervised the successful installation of micropiles on at least five projects in the past five years.
 - (3) The proposed key personnel (Superintendent, Driller, and Project Engineer/Manager) who will be materially involved, with each having at least three years of relevant experience.
- (b) Installation Procedure. Submit the installation procedure information outlined below to the Engineer for acceptance. The Contractor shall allow 20 working days for the review of this material. Work shall not begin prior to receiving acceptance by the Engineer. Acceptance of the installation method by the Engineer does not constitute a guarantee of acceptable pile installations. Acceptable installations are the responsibility of the Contractor.

The submitted installation procedure shall include the following information:

- (1) Proposed steel drill casing/pipe
- (2) Equipment for pile installation.
- (3) Procedures for pile installation, including but not limited to installation sequence and the approximate time required for each sequence step.
- (4) Procedures for advancing through boulders and other obstructions.
- (5) Procedures for containment of drilling fluid and spoil, and disposal of spoil.
- (6) Where applicable, drawings that show specific work can be performed under limited headroom conditions and as close to obstructions as site conditions warrant, to install the piles at the locations and pile batters indicated in the Contract Documents. Provide information on the length of the casing sections to be used, as dictated by the length of the drill mast and by the available overhead clearance, and the resulting location of joints. Welding procedures for all shop and/or field welds shall be submitted.
- (7) Procedures and equipment for placing grout.
 - a. Prepare the mix design for the grout and obtain documentation from an AMRL accredited laboratory showing the following:
 1. The mix design conforms to the submitted mix and meets the 28 day strength requirements.
 2. The compressive strength of the mix, tested at 3, 7, 14, and 28 days.

3. The specific gravity of the mix.
 - b. Identify a method for monitoring quality control of the mix. At a minimum, the Contractor shall use a Baroid Mud Balance per American Petroleum Institute (API) Recommended Practice (RP) 13B-1: Standard Procedure for Testing Water-Based Drilling Fluids, to check the specific gravity of the mixed grout prior to placement of the grout into each micropile.
 - c. Provide pressure gages capable of measuring the actual grout pressures used and such that actual pressure readings are within the middle third of the gage.
- (8) If applicable, post-grouting equipment and procedures, including the method, sequence of operations, and equipment required.
- (9) Layout drawings showing the proposed sequence of pile installation. Coordinate this sequence with the proposed phasing and scheduling. Layout drawings should include micropile number, type and size of bar reinforcement, minimum total bond length, total micropile length, and the pile top attachment details.
- (c) Record Information. Submit revisions to the installation procedure information outlined in part (b) of SUBMITTALS of this Section to the Engineer as required within 60 days from completion of micropile installation.

66. CONSTRUCTION REQUIREMENTS.

- (a) Drilling and Excavation. Progress all micropiles using steel drill casing. The hole shall be advanced using a duplex drilling method without drilling or flushing ahead of the drill casing by more than 1 foot. Drilling and excavation shall be performed in such a manner as to prevent collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole shall be approved by the Engineer.

An obstruction is defined as something encountered while advancing a micropile that is not expected based on boring log findings or known obstructions identified on the Plans. Boulders, cobbles, bedrock, and very dense till material are not considered obstructions. When obstructions are encountered during excavation for a pile, the hole shall be advanced by means of coring, a tricone roller bit, or other tooling approved by the Engineer. Use of drop-type impact hammers and blasting are not permitted. Use of down-the-hole hammers shall be approved by the Engineer.

The Contractor shall notify the Engineer in writing when a potential obstruction is encountered. Upon notification, the Engineer shall determine if an obstruction has been encountered that will cause an increase in the time required to accomplish the work. The Contractor will be notified of the Engineer's determination as to whether or not an adjustment of the Contract is warranted. If an adjustment is warranted, the Contract will

be modified in writing accordingly. Any adjustment made will exclude loss of anticipated profits.

All tools and materials required to remove the obstruction shall be available at the site at all times during micropile installation and in sufficient quantities to avoid delays in the execution of this work.

Procedures and operations shall be controlled so as to prevent undermining, damage, or settlement to adjacent structures, tunnels, utilities, or adjacent ground. All drilling operations shall be discontinued at the first sign of undermining, damage, or settlement and a written plan shall be provided to the Engineer for review with procedures to avoid reoccurrence. Work shall be resumed only after the Engineer has approved the plan in writing. All damage and settlement shall be repaired at no additional cost to VTrans.

The rate of fluid flow used to progress the holes shall be monitored. Drilling fluid shall be controlled and spoils shall be disposed of in accordance with the approved procedures.

Holes shall not be progressed, pressure-grouted, or post-grouted, within a radius of 5 feet of a micropile until the grout for that micropile has set for 24 hours.

The drill hole shall be open along its full length to at least the design minimum diameter prior to grout placement.

(b) Reinforcement and Post Grout Tube Placement. Centralizers sized to position the reinforcement within 3/8 inch of plan location from the center of the pile shall be provided. The centralizers shall be sized to allow grout tremie pipe insertion to the bottom of the drill hole and to allow grout to freely flow up the drill hole and casing. The centralizers shall be securely attached to the reinforcement to withstand installation stresses. Centralizers shall be provided at centers not to exceed 10 foot spacing. Micropile reinforcement shall not be dropped into the hole. When a post grout tube is used, it shall be attached to the steel reinforcement prior to lowering it into the hole.

(c) Grout Placement and Casing Removal. The Contractor shall perform grout testing in accordance with part (d) of MATERIALS of this Section.

Grout shall be placed by means of a tremie pipe from the bottom of the pile upward. The initial volume of grout required to fill the hole shall be recorded along with the grouting pressure and volume of grout being pumped into the pile during pressure grouting. Upon completion, the grout level shall be maintained at or above the pile cut-off elevation until the grout has set.

The grout pressure and volume measuring gages at the pile installation site shall be accessible and legible to the inspector during the grouting operations.

(d) Construction Tolerances. Piles shall be installed so that the center of each micropile does not vary from the location indicated in the Plans by more than 6 inches. Micropiles shall not vary from the vertical or established batter by more than 1/4 inch per foot, as measured above ground. The top elevation of

the completed micropile shall have a tolerance of plus or minus one inch.

(f) Pile Acceptance Criteria. Pile(s) shall be accepted if all of the following criteria are met:

(1) Pile meets Construction Tolerance criteria.

(2) Pile meets the MATERIALS requirements of this Section and was installed in accordance with the approved submittal.

(3) Pile is not damaged.

(g) Unacceptable Piles. Unacceptable piles are piles which do not meet the acceptance criteria identified in part (f) above.

A written plan shall be submitted to the Engineer for remedial action, indicating how to correct the problem and prevent its reoccurrence. Unacceptable piles shall be repaired, augmented, or replaced in accordance with the approved remedial plan at no additional cost to VTrans.

67. METHOD OF MEASUREMENT. The quantities of Special Provision (Micropile, Cased) and Special Provision (Micropile, Uncased) of the size specified to be measured for payment will be the number of meters (linear feet) installed in the complete and accepted work.

The quantity of Special Provision (Furnishing Equipment for Installing Micropiles) to be measured for payment will be on a lump sum basis in the complete and accepted work.

The quantity of Unexpected Obstruction Drilling to be measured for payment will be the number of hours taken to advance the micropile through the obstruction.

68. BASIS OF PAYMENT. The accepted quantities of Special Provision (Micropile, Cased) and Special Provision (Micropile, Uncased) of the size specified will be paid for at the Contract unit price per meter (linear foot). Payment will be full compensation for providing all required submittals; for furnishing, transporting, storing, handling, and placing the materials specified, including but not limited to permanent casing, bar reinforcement, grout, centralizers, spacers, and pile top attachment; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

The Contractor shall be responsible for estimating the grout take. There will be no extra compensation allowed for grout overruns.

The accepted quantity of Special Provision (Furnishing Equipment for Installing Micropiles) will be paid for at the Contract lump sum price. Payment will be full compensation for furnishing and mobilizing to the project site all equipment required for installing the micropiles, operating and maintaining the equipment while in service on the project, and demobilizing the equipment from the project site.

When the equipment for installing the micropiles has been set up and installation of production piles has started, a payment of 50 percent of the Contract lump sum price will be allowed. The remaining 50 percent of the Contract lump sum price will be paid when the micropile

installations are complete and the equipment has been removed from the site to the satisfaction of the Engineer.

The accepted quantity of Unexpected Obstruction Drilling will be paid for at the Contract unit price per hour. Payment will be full compensation for performing the work of overcoming encountered obstructions and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the task.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.640 Special Provision (Micropile, Cased)(9.625")	Linear Foot
900.640 Special Provision (Micropile, Uncased)(8.535")	Linear Foot
900.645 Special Provision (Furnishing Equipment for Installing Micropiles)	Lump Sum
900.630 Special Provision (Unexpected Obstruction Drilling)	Hour

IN-WATER SEDIMENT ISOLATION DEVICE

69. DESCRIPTION. This work shall consist of designing, furnishing, installing, maintaining, and removing in-water sediment isolation devices at the locations shown in the Plans and as directed by the Engineer.
70. MATERIALS. In-water sediment isolation devices shall be any measure which effectively separates sediments or pollutants from waters of the state as defined in the Vermont Water Quality Standards.
71. SUBMITTALS. The proposed In-Water Sediment Isolation Device shall be submitted for acceptance as part of the EPSC Plan and in accordance with any permit conditions. The proposal shall include the design, and a plan for the construction, installation and maintenance of the In-Water Sediment Isolation device.
72. GENERAL. When used to contain sediments or pollutants from a work area that is adjacent to or under water, the device shall be installed to completely enclose the portion of the work area that will be under water. The Device shall deflect and withstand any existing current or wave action and be effective at any anticipated water level. The Device shall be anchored continuously along the bottom, to prevent the escape of all sediments or pollutants into the main stream or body of water.

The Contractor shall repair or replace damaged or otherwise ineffective devices as ordered by the Engineer. The Contractor shall remove material accumulated behind the device as directed by the Engineer.

The Contractor shall remove the device and all supporting and anchoring material prior to acceptance of the project, unless otherwise directed by the Engineer.

73. METHOD OF MEASUREMENT. The quantity of Special Provision (In-Water Sediment Isolation Device) to be measured for payment at the location

specified to be measured for payment will be on a lump sum basis in the complete and accepted work.

- 74. BASIS OF PAYMENT. The accepted quantity of Special Provision (In-Water Sediment Isolation Device) will be paid for at the Contract lump sum price. Payment will be full compensation for designing, furnishing, installing, handling, maintaining and removing the in-water sediment isolation device and accumulated sediments, and for furnishing all labor, tools, equipment, and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (In-Water Sediment Isolation Device)	Lump Sum

BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY

- 75. DESCRIPTION. This work shall consist of constructing one or more courses of bituminous mixture on a prepared foundation in accordance with these specifications and the specific requirements of the type of surface being placed, and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the appropriate provisions of Section 406 or Section 490 of the Standard Specifications.

- 76. MATERIALS. Materials shall meet the requirements of the following Subsections:

Performance-Graded Asphalt Binder.....	702.02
Emulsified Asphalt, RS-1H or CRS-1H.....	702.04
Aggregate for Marshall Bituminous Concrete Pavement...	704.10(a)
Aggregate for Superpave Bituminous Concrete Pavement..	704.10(b)

Aggregate shall meet requirements relating to Section 406 or 490, where so specified.

The grade of PG asphalt binder used to produce bituminous concrete pavement shall be 58-28. Substitutions will be accepted based on availability where the upper end temperature value is greater than 58°C (136°F) and/or the lower end temperature value is less than -28°C (-18°F).

- 77. DESIGN MIX TYPES. Design mix types may be substituted based on mix availability. Allowable mix type substitutions will be accepted on a one to one thickness relationship, except as listed in Tables A and B below.

TABLE A - ALLOWABLE 40 MM (1½") MIX TYPE IVS SUBSTITUTIONS

Design ESALs (millions)	Design	Allowable Substitution	
	490.30 Superpave Bituminous Concrete Pavement	406.25 Bituminous Concrete Pavement*	406.27 Med. Duty Bituminous Concrete Pavement*
< 0.3	TYPE IVS	TYPE III	TYPE III
0.3 to < 10	TYPE IVS	TYPE III	-

*Per Section 406.

TABLE B - ALLOWABLE 90 MM (3½") MIX TYPE IIS SUBSTITUTIONS

Design ESALs (millions)	Design	Allowable Substitution	
	490.30 Superpave Bituminous Concrete Pavement	406.25 Bituminous Concrete Pavement*	406.27 Med. Duty Bituminous Concrete Pavement*
< 0.3	TYPE IIS	TYPE I	TYPE I
0.3 to < 10	TYPE IIS	TYPE I	-

*Per Section 406

78. COMPOSITION OF MIXTURE.

- (a) Gradation. Gradation shall meet the requirements of Section 406 or 490, as appropriate.
- (b) Design Criteria. Design Criteria shall meet the requirements of Section 406 or 490, as appropriate.
- (c) Mix Design. Standard mix design will be in accordance with Subsection 490.03 with an n value of 65 gyrations. Allowable substitutions based on pre-existing approved mix designs and/or n values for intended Contract suppliers are listed in Table C below. A request for substitutions must be submitted in writing to the Engineer a minimum of 10 working days prior to production. Any substitutions from the standard mix design or mix types as detailed in the Plans shall not result in any increase in cost to the Agency.

TABLE C - ALLOWABLE SPECIFICATION SUBSTITUTIONS

Design ESALs (millions)	Acceptable Specification Substitution		
	Superpave Bituminous Concrete Pavement (Gyrations)	Bituminous Concrete Pavement* (75 Blow)	Med. Duty Bituminous Concrete Pavement* (50 Blow)
< 0.3	50	✓	✓
0.3 to < 10	65 ¹	✓	-

¹Standard mix design specification.

*Per Section 406

(d) Quality Acceptance.

(1) General. Acceptance sampling and testing will be conducted in accordance with the Agency's Quality Assurance Program as approved by FHWA. Bituminous concrete mixtures designated under these specifications will be sampled a minimum of once per day of production or 500 metric tons (sublot), or other sublot size deemed appropriate, and evaluated by the Agency for each mix type (each mix design) in accordance with the following acceptance guidelines.

(2) Acceptance Guidelines. Temperature of the bituminous mixture shall be tested using the Verified Thermometer test method and PG Asphalt Binder content determined from the batch slip. Gradation shall be tested in accordance with AASHTO T 30. Mixture volumetric properties (air voids and VMA) shall be calculated in accordance with Subsections 406.03(b) or 490.03(b), as appropriate.

(3) Non-Compliant Material.

a. Rejection by Contractor. The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at no expense to the Agency. Any such new material will be sampled, tested, and evaluated for acceptance.

b. For any non-compliant material outside the production testing tolerances contained in the applicable Table 406.03C or 490.03C, the representative material (sublot) shall be assessed a mixture pay adjustment factor, PF(mix), of (-0.200).

(e) Boxed Samples. If Agency plant inspectors are not available for daily testing and inspection functions, then box samples will be taken by the Engineer at the project site to afford verification of mixture volumetrics /properties. Boxed samples will be processed and results reported to the Engineer within ten working days of being received at the Agency Central Laboratory in Berlin, Vermont. Gradation shall be tested in accordance with AASHTO T 30. Maximum Specific Gravity shall be tested in accordance with AASHTO T 209. Boxed samples will be assessed a mixture pay adjustment factor of 0.000.

79. COMPACTION. Special Provision (Bituminous Concrete Pavement, Small Quantity) will be analyzed for density according to the procedure specified below.

The density of the compacted pavement shall be at least 92.0%, but not more than 97.0%, of the corresponding daily average maximum specific gravity for each mix type (each mix design) of bituminous mix placed during each day, or placed per bridge for any bridge project. For material that falls outside of this range, payment will be made by adjusting the daily production totals in accordance with Table D:

TABLE D - DENSITY PAY FACTORS

AVERAGE DENSITY	DENSITY PAY FACTOR, PF(d)
89.0% - 90.4%	- 0.150
90.5% - 91.9%	- 0.100
92.0% - 93.4%	0.000
93.5% - 95.4%	0.150
95.5% - 97.0%	0.000
97.1% - 98.5%	- 0.100

When the Contract allows for a pay adjustment for mat density and the Agency elects to not take cores of any pavement course, the Density Pay Factor (PF(d)) will be considered equal to 0.000.

Bridges with a length equal to, or greater than, six meters (20 feet) will be cored for analyzing density of the bridge deck pavement. The minimum number of cores (taken from the center of the travel lane) shall be two, or as directed by the Engineer. Bridges with a length less than six meters (20 feet) will not be cored. Bridge decks or approaches will not be cored within three meters (10 feet) of a bridge or construction joint.

Bridge deck core areas shall be repaired with hot bituminous mix to the satisfaction of the Engineer at no additional cost to the Agency.

The cores taken for acceptance testing will be the final cores taken for determination of densities.

When the Contract does not allow for a pay adjustment for mat density the Contractor shall, prior to performing any construction operations, submit to the Engineer for approval the proposed rolling pattern and compaction equipment to be used on the project. Random investigative cores will be taken by Agency personnel on the first day's production of any pavement course, with the exception of the leveling course, to verify effectiveness of the proposed rolling pattern and equipment.

Pending results of the investigative cores, necessary adjustments to the proposed rolling pattern and/or equipment shall be made by the Contractor to achieve densities as directed by the Engineer.

80. METHOD OF MEASUREMENT. The quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) to be measured for payment will be the number of metric tons (tons) for a lot of mixture (each type) complete in place in the accepted work (Q) as determined from the weigh tickets.

The quantities of all applicable Pay Adjustments calculated for the project will be determined as specified below.

When applicable, and when the mixture pay factor, PF(mix), for a lot of Special Provision (Bituminous Concrete Pavement, Small Quantity) is less than 0.000, the measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) placed will be multiplied by such pay factor to determine a Mixture Pay Adjustment, (PA(mix)), to the accepted tonnage placed (Q) for that lot based on the Contract bid price (B), as follows:

$$PA(mix) = PF(mix) \times Q \times B$$

When applicable, and when the density pay factor, PF(d), for a lot of Special Provision (Bituminous Concrete Pavement, Small Quantity) is less than 0.000, the measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) placed that day, or placed per bridge for any bridge project, will be multiplied by such pay factor to determine a Mat Density Pay Adjustment, (PA(d)), to the accepted tonnage placed (Q) for that lot based on the Contract bid price (B), as follows:

$$PA(d) = PF(d) \times Q \times B$$

81. BASIS OF PAYMENT. The measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) will be paid for at the Contract unit price per metric ton (ton). Payment shall be full compensation for furnishing, mixing, hauling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment for Pay Adjustments shall be debited against the Contract prices (Lump Units) bid for the Pay Adjustment items.

The cost of repairing bridge deck core areas will not be paid for separately, but will be considered incidental to Special Provision (Bituminous Concrete Pavement, Small Quantity).

The costs of furnishing testing facilities and supplies at the plant will be considered included in the Contract unit price of Special Provision (Bituminous Concrete Pavement, Small Quantity).

The costs of obtaining, furnishing, transporting, and providing the straightedges required by Subsection 406.16 or Subsection 490.16, as appropriate, will be paid for under the appropriate Section 631 pay item included in the Contract.

The costs associated with obtaining samples for acceptance testing will be incidental to the cost of Special Provision (Bituminous Concrete Pavement, Small Quantity).

When not specified as items in the Contract, the costs of cleaning and filling joints and cracks, sweeping and cleaning existing paved surfaces, the emulsified asphalt applied to tack these surfaces, and tacking of manholes, curbing, gutters, and other contact surfaces will not be paid for directly, but will be incidental to Special Provision (Bituminous Concrete Pavement, Small Quantity).

Special Provision (Bituminous Concrete Pavement, Small Quantity) mixture approved by the Engineer for use in correcting deficiencies in

the base course constructed as part of the Contract will not be paid for as Special Provision (Bituminous Concrete Pavement, Small Quantity), but will be incidental to the Contract item for the specified type of base course.

Special Provision (Bituminous Concrete Pavement, Small Quantity) mixture used to correct deficiencies in an existing pavement or to adjust the grade of a bituminous concrete surface completed under the Contract will be paid for at the Contract unit price for Special Provision (Bituminous Concrete Pavement, Small Quantity).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Mat Density Pay Adjustment, Small Quantity)(N.A.B.I.)	Lump Unit
900.650 Special Provision (Mixture Pay Adjustment) (N.A.B.I.)	Lump Unit
900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)	Ton