



**SECTION 105 CONTROL OF THE WORK**

**105.09 CONSTRUCTION STAKES, Part (a) Initial Layout, (b) Layout of Subgrade and (c) Permanent Marking Layout** delete these paragraphs in their entirety and replace with the following:

Horizontal and vertical control information for the project is shown on the project plans or shall be based on existing conditions. The information is sufficient to enable the Contractor to stake the project. The Contractor shall perform all staking requirements for the proposed work. The Contractor will be responsible for the accuracy and preservation of the staking.

**105.20 CLAIMS FOR ADJUSTMENT , ( c) Claims Procedure;** Delete the second, third and fourth sentence and replace with the following:

-Claims must be evaluated first by the Engineer and then by the Municipal Project Manager. Should a claim be ruled in favor of the Contractor, it will be allowed, in whole or in part, and paid as provided in the Contract. Should a claim be denied in whole or in part by the Municipal Project Manager the Contractor may appeal to the governing body of the project sponsor. Should a claim be denied in whole or in part by the governing body of the project sponsor, the Contractor may appeal to the Chief Engineer.

(d) Claims Documentation Requirements; In the first sentence, replace Construction Engineer with Municipal Project Manager.

**SECTION 106 – CONTROL OF MATERIAL**

**106.03 SAMPLES AND TESTS,** Add the following two paragraphs to the beginning:

An independent firm employed by the Municipality or Resident Engineer to perform all sampling and testing of materials as specified in the Contract Documents and as defined in the VTrans Qualified Laboratory Program, shall be responsible for all acceptance sampling and testing of materials and completed work.

The Contractor shall be responsible for their Quality Control. The cost of their Quality Control shall be considered incidental to the payment items in the bid. Any sampling, testing, retesting, and submission of reports and certifications by the Contractor as required by the contract documents and plans shall be considered incidental to the payment items in the bid.

Change the last word in the first paragraph from Agency to Municipality.

**Sub-contract Instruction and Checkoff Sheet**  
(to be filled out and attached to copy of executed sub-contract)

Check	Requirements
	Letter(s) requesting permission to (re)sublet from the Prime Contractor, which shall include a List of Contract Item Number(s), Description of Item(s), and Percentage of each item to be performed by the Subcontractor, by individual project. The letter must also contain the Company Name, Contact Name, Address, Telephone Number, and <b>EMAIL</b> address of the intended Subcontractor, as well as the intended start and completion dates.
	If the proposed Subcontractor is not pre-qualified with VTrans, a <i>Letter of Performance</i> from the Prime Contractor shall be submitted with the request stating that the intended Subcontractor is equipped and specifically experienced to perform the work being subcontracted. To verify pre-qualification, utilize <a href="#">VTrans' Pre-qualified Contractor List</a> . Alternatively, you can contact <a href="#">John Winter</a> at 802-828-2643.
	The Subcontractor must be registered with the Secretary of State, for all subcontracts regardless of the amount of the subcontract. Under <u>NO</u> circumstances can a Subcontractor work on <u>ANY</u> State of Vermont project without being registered with the Vermont Secretary of State. Registration can be verified by searching on the <a href="#">VT Secretary of State Website</a> .
	An executed <a href="#">CA-109 Contractor's EEO Certification Form</a> completed by the subcontractor, must accompany the subcontract. This form is required for all subcontracts valued at \$10,000.00 or more; using contract unit prices, not subcontract unit prices.
	A copy of the subcontract agreement with all attachments; executed by both parties of the subcontract, namely the Prime Contractor and the Subcontractor, shall be submitted.
	A copy of the contract US Department of Labor, Davis Bacon Wage rates, shall be incorporated into each sub-contract.
	A copy of the <a href="#">Vermont Standard Title VI/Non-Discrimination Assurances Appendices A and E</a> shall be incorporated into each sub-contract.
	The entire <a href="#">FHWA-1273</a> document shall be included with each subcontract. The subcontract shall contain the following written statement and any applicable forms shall be attached to the subcontract: <i>"The Required Provisions Form FHWA-1273 and the Special Provisions pertaining to Specific Equal Opportunity Responsibilities, Women/Disadvantaged Business Enterprise Policy, and the Wage Determination Decision of the Secretary of Labor are attached to, and are made part of, the subcontract."</i>
	The subcontract shall contain a copy of the <a href="#">CR-110 Disadvantaged Business Enterprise (DBE) Policy Contract Requirements</a> . This form shall be included in all subcontracts regardless of whether the subcontractor is a DBE.
	<a href="#">Workers Classification Compliance Requirement – Subcontractor Reporting Form</a> . This form shall be updated to include information related to the Subcontract being submitted and included with the subcontract packet.
	<a href="#">Certificate Verifying Workers' Compensation Coverage</a> : To be filled out and signed and included for each subcontract request.

Other Information to Observe:

As per Vermont Standard Specifications for Construction 108.01(b), a Prime Contractor cannot subcontract more than 50% of the contracted work. This percentage is based off contract unit prices NOT subcontracted unit prices. Specialty Items (those clearly marked as **such in the contract**) do not count toward the 50% limit. Items added, or quantities increased, by Change of Design do not count toward the 50% limit. Design-Build projects may have a different percentage cap. You shall read the contract to confirm the percentage.

Subcontractors are not permitted to work on a project until formal subcontract approval has been given by the Municipality or their representative; except in situations where the Resident Engineer deems it necessary. In these situations, an Interim Subcontract Approval form MUST be completed the first day the subcontractor is on-site. Under NO circumstances shall a Prime be paid for work performed by a subcontractor until formal subcontract approval has been given by the Municipality. See Subsection 108.01, Subletting or Assignment of Contract, of the current Standard Specifications for Construction for more information.

# Sub-contractor Approval Form

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

1. Name of sub-contractor: \_\_\_\_\_
2. Sub-contractor Business ID Number with VT Secretary of State: \_\_\_\_\_  
(Attach documentation showing that business has "Active" status.)
3. General description of work to be performed: \_\_\_\_\_
4. Approximate value of work: \$ \_\_\_\_\_
5. Total value of work sub-contracted to date on project : \$ \_\_\_\_\_
6. Value of work as a percentage of total contract amount \_\_\_\_\_  
(Note: Value of sub-contracted work may not exceed 50% of total contract amount)
7. Total Contract Value \$ \_\_\_\_\_
8. Sub-contractor debarment status has been confirmed by checking on SAM.gov?    Yes                      No  
(Documentation must be attached)
9. Sub-contract includes all items identified on the Sub-contract Instruction and Checkoff Sheet and all the requirements and pertinent provisions of the prime contract. (Retain copy of sub-contracts in project files)    Yes                      No

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Municipal Employee in responsible charge **or**  
Construction Inspector/Resident Engineer employed or hired by municipality

A copy of this form shall be forwarded to the VTrans Project Supervisor upon approval by the municipality

Reference:  
23 CFR 633

- (b) Claims for Adjustment or Dispute – Post-Decision or Judgment. Interest shall be allowed the Contractor on a decision or judgment for money in a claim for adjustment or dispute. Post-decision or judgment interest shall be calculated from the date of decision or judgment to the date of payment at a simple rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the decision or judgment.

#### SECTION 108 - PROSECUTION AND PROGRESS

##### 108.01 SUBLETTING OR ASSIGNMENT OF CONTRACT.

- (a) General. The Contractor shall not sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein to any individual, firm, corporation, or other entity without the written consent of the Engineer. The Contractor must file with the Agency copies of all executed subcontracts and other documents. An approved subcontractor shall not in turn sublet or assign any of the work pertaining to the subcontract without the Contractor obtaining further permission from the Agency. In no event shall Agency approval release the Contractor from responsibility and liability under the Contract and bonds.
- (b) Performance of the Contract Work. The Contractor shall perform Contract work with its own organization amounting to at least 50 percent of the total Contract work amount, minus "Specialty Items." The Contractor's own organization includes only workers employed and paid directly by the Contractor and equipment owned, leased, or rented by it from a non-debarred individual or entity, with or without operators. The term "own organization" does not include employees or equipment of a subcontractor, assignee, agent, or supplier of the Contractor. When determining whether the Contractor is in compliance with this 50 percent requirement, the following shall apply:
- (1) The cost of materials and manufactured products to be purchased or produced under the Contract shall be included in the amount upon which the 50 percent requirement is computed.

- (2) The percentage of subcontracted work shall be based on the Contract, rather than subcontract, unit prices. If only a part of a Contract item is to be sublet, its proportional value shall be determined on the same basis.
  - (3) When a firm sells materials to a Contractor and performs the work of incorporating the materials into the project, these actions must be considered in combination and as constituting a single subcontract.
- (c) “Specialty” Items. The cost of “Specialty Items” may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor’s own organization. Specialty items will be designated as such in the project Special Provisions and may be performed by subcontract.
- (d) Performance Requirements. The Contractor and its subcontractor(s) shall, in the staffing and administration of the Contract, comply with the following performance requirements:
- (1) Commercially Useful Function. The Contractor and subcontractor(s) must each perform a “commercially useful function.” This means that the Contractor/subcontractor is responsible for the execution of a distinct element of the work of a Contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The Contractor/subcontractor must have the latitude to independently:
    - a. Select contracts to be bid;
    - b. Determine prices to be quoted;
    - c. Select material suppliers;
    - d. Hire, fire, supervise, and pay employees; and
    - e. Direct or cause the direction of the management and policies of the firm.

The Contractor/subcontractor may not broker work for another firm or act as a bidding conduit.

- (2) Contractor to Furnish Competent Representative: Safety Officer; Others. To ensure that any subcontracted work is performed in accordance with the Contract requirements, the Contractor shall be required to furnish:
- a. A competent, reliable English-speaking representative employed by the Contractor who has full authority to direct performance of the work in accordance with the Contract requirements and who is responsible for all construction operations on the project regardless of who performs the work.
  - b. A competent, reliable English-speaking employee designated as the safety officer who is authorized to receive orders and to issue binding directions concerning safety to all persons except Agency representatives associated with the project, whether employed by the Contractor, subcontractors, or material suppliers.
  - c. Such other individual(s) from the Contractor's organization as the Agency's Construction Engineer determines is (are) necessary to ensure the performance of the Contract, e.g., supervisory, managerial and engineering personnel.
- (3) Employees on Payroll. The Contractor/subcontractor is not permitted to place on the payroll the employees of another firm for the purpose of avoiding Federal or State regulations or the provisions of the Contract.

108.02 NOTICE TO PROCEED. The Contractor shall not commence construction operations until Contract bonds have been filed, the Contract Documents have been signed on the part of the State, and the Regional Construction Engineer has given the Contractor written notice to proceed.

The "Notice to Proceed" will stipulate the date on which the Contractor may begin construction and from which date Contract time will be charged.

### **BUY AMERICA REQUIREMENTS:**

Buy America requirements of 23 CFR 635.410 are applicable to all Federal-aid construction projects, including those of an emergency nature if the emergency repair will **permanently** incorporate steel or iron products into repairs on the Federal-aid system. All steel or iron products permanently incorporated into Federal-aid projects, shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material, in a product, must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, and drilling. The action of applying a coating to a material is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material.

When the products utilized are to be permanently incorporated into a Federal-aid project, municipalities must receive certification from their contractors that the products used on the project do conform to the requirements of Buy America. Conversely, if the municipality is repairing their facility under force-account, i.e. using their own public works staff, they must obtain certifications from any suppliers of products that need to comply with the requirement of Buy America.

This requirement does not prevent a minimal use of foreign materials, provided the cost of foreign materials used does not exceed 0.1 percent of the total contract price or \$2,500, whichever is greater. The cost of foreign steel or iron is defined as its value delivered to the project. However, the value of any steel or iron products felt to be exempt from Buy America requirements must be documented by the municipality so it can be confirmed that the total value of all products does not exceed the \$2,500 threshold **per contract**. This includes bolts, fasteners, etc.

While it is easy to think about steel products in bridges, for instance, it can be easier to forget about the applicability of iron products. Many drop inlets, for instance, utilize iron grates and may need to be replaced as a result of this flood event.



# 2017 Erosion Prevention and Sediment Control Plan Contractor Checklist



## (Non-jurisdictional and Low Risk Projects)

The Contractor is required to modify the Contract Erosion Prevention and Sediment Control (EPSC) Plan, in accordance with the Contract Special Provisions and project permits. It shall be modified to meet their specific methods and means while minimizing the potential for a violation of the Vermont Water Quality Standards during construction. Addressing the components of this checklist will aid in preparation of that Plan. The Contractor will keep the Plan on site at all times. It will be implemented, monitored and maintained in the field and will be updated and amended according to changes in the project or its inadequacy in preventing sediment or sediment laden water from leaving the construction site.

### 1. Narrative

The EPSC Narrative in the Contract Plan includes Section 1.1 Project Description, 1.2 Site Inventory, 1.3 Risk Evaluation, and 1.4 Erosion Prevention and Sediment Control. Sections 1.1 through 1.3 provide background site information and Section 1.4 provides general guidelines for EPSC principles and the related measures that can achieve each principle. The Contractor shall use the background information and guidelines to determine what modifications shall be made to the Contract EPSC Plan to fit their specific methods and means.

**It is the responsibility of the Contractor to develop the following sections.**

#### 1.4. Erosion Prevention and Sediment Control Practices and Measures

The Contract EPSC Plan Narrative will include only those EPSC measures that are called out on the Plan sheets and for which payment is described. The contractor shall provide a list of additional EPSC Measures including a description as was done for those measures included in the Contract Narrative.

*Example: (this is only an example and not intended to dictate preferred principles or measures)*

##### 1.4.11 Dewatering Activities

*The principle for dewatering is included in the Contract EPSC Narrative. The proposed measure for treating discharge from dewatering is the use of filterbag and check dams for slowing outlet runoff.*

#### 1.5. Sequence and Staging

##### 1.5.1. Construction Sequence and Implementation of EPSC Measures

All projects, regardless of size and scope, will have a series of construction activities that will be performed sequentially or concurrently. Some projects will have permits with particular restrictions and constraints that influence the sequence of activities.

The EPSC Plan Narrative shall describe:

- each construction activity
- the specific earth disturbances that will occur in each activity
- the EPSC principles and measures to be implemented in conjunction with those activities

*Example: (this is only an example and not intended to dictate preferred principles or measures)*

##### 1.5.1a. Construction of Headwall

- Installation of an access road
  - Installation of a stabilized construction entrance
  - Placement of stone as the road is constructed (100 ft increments)
  - Stabilization of the side slopes with mulch or matting within 24 hours
  - Installation of check dams in the ditchline
- Treatment of Dewatering
  - Placement of filter bag (reference and/or provide detail if not included in contract)
  - Installation of checkdams to ensure stabilization of filter bag outflow

##### 1.5.2. Off-Site Activities

All projects will have the need for a waste, borrow, or staging area or will have some other type of activity that requires them to work outside the contract construction limits. The EPSC Narrative shall provide a description of the proposed off-site activities including a general description of the locations, property owner information, amount and type of waste or borrow, area of disturbance, vicinity to resources, the EPSC principles and measures to be implemented, etc.

**In lieu of providing this information in a narrative form the Contractor may submit copies of the completed Off-Site Activity Form and a separate EPSC Plan meeting the requirements described in Section 2 of this Checklist. A copy of the Off-Site Activity Form can be found on the VTtrans Environmental Section Web Page or can be made available by the RE or CEE.**

# 2017 Erosion Prevention and Sediment Control Plan Contractor Checklist



## (Non-jurisdictional and Low Risk Projects)

### 1.5.3. Updates

*Changing conditions in the field will require updates to the EPSC Plan. When updates are necessary the Contractor shall submit a narrative meeting the guidelines of Section 1.5.1 above.*

### 1.6. Contact Information

#### 1.6.1. On-Site Plan Coordinator: identification, basic qualifications, and contact number

*This information will be reviewed and will factor into whether the overall Plan will be accepted. This section must demonstrate that the individual:*

- *will be onsite on a daily basis*
- *will have the authority to halt construction*
- *is capable of ensuring the project will be constructed in accordance with the Plan and the terms of the project permits.*

#### 1.6.2. Plan Preparer: identification, basic qualifications, and contact information

*The Contract Plan Preparer shall be familiar with the Vermont Standards and Specifications for Erosion Prevention and Sediment Control, relative sections of the Vermont Agency of Transportation Standards Specifications for Construction and Contract Special Provisions, and project specific Permits.*

### 1.7. Schedule

*The Construction schedule showing timelines for EPSC measure implementation shall be provided.*

### 1.8. Inspection Form

*The Contractor is responsible for inspecting the EPSC Measures as required by Special Provision and/or Permit requirements. The Contractor may use a copy of the Agency generated Non-Jurisdictional/Low Risk Inspection Report (<https://outside.vermont.gov/agency/vtrans/external/docs/construction/02ConstrServ/EPSCPlanInspectionReport.pdf>) or create another and submit it for acceptance.*

## 2. Erosion Prevention and Sediment Control Plan

*The Contractor shall use the Contract Plan Sheets as a base for the EPSC Plan to visually depict what was described in Section 1.5 of the Narrative. If necessary to convey the sequential nature of construction activities and associated EPSC implementation, several plans sheets showing successive site conditions are recommended. At a minimum, the following shall be shown on Plan Sheet(s):*

#### Construction Sequence

*Clearly show the sequence of all the earth disturbance construction activities of the project. Illustrate the specific EPSC measures that will be implemented for each activity. Use symbology found at the link below to clearly demonstrate where each measure will be used.*

#### Off Site Activities

*Show the location of and EPSC measures for activities outside the contract construction limits including topsoil stockpiles, staging and equipment storage areas, refueling/maintenance areas, access and haul roads, and disposal areas for excess soil and stumps. Locations maps for off-site areas shall be included.*

#### Details

*Provide Detail Drawings for additional EPSC measures (found at the link below).*

#### General Information

*Show north arrow, scale or at a minimum distance to resources, drainage and stream/river flow paths, and slope indicators (direction and grade).*

#### Details and symbology web link:

<http://vtranscaddhelp.vermont.gov/downloads/details-and-examples/erosion>

#### Updates

*Changing conditions in the field will require updates to the EPSC Plan. The Contractor shall make record of the necessary changes by showing the EPSC Measure symbology on, or adding notes to, the EPSC Sheet in accordance with the guidelines given above.*

<b>Project Name:</b>			<b>Date:</b>		<b>Time Since Last Storm:</b>	
<b>Inspector:</b>			<b>On-Site Coordinator:</b> <small>(signature required)</small>			
<b>Measure Inspected</b>	<b>Y</b>	<b>N</b>	<b>STA/Off</b>	<b>Corrective Action (CA) Required</b>	<b>Date CA Occurred</b>	
<b>Boundary Limits</b>						
Site boundary markers are up and visible						
Disturbance is only occurring within marked boundaries						
<b>Disturbance Area Limit</b>						
Only acreage listed on <i>Authorization to Discharge</i> is disturbed at one time						
<b>Stabilized Construction Entrance/Exit</b>						
Off site tracking of sediment prevented						
<b>Sediment Barriers</b>						
Measure has been installed properly and is functioning as designed						
Accumulated sediment < 1/2 height of measure						
<b>Diversions</b>						
Upland stormwater is diverted around the work area						
<b>Channelized Runoff</b>						
Check structures are in place, extend the width of the channel, and have capacity to retain sediment in the next storm event						
Channels are stable with no erosion						
<b>Exposed Soils Stabilization</b>						
Seed and mulch, and/or matting placed in accordance w/ permit requirements and/or Specifications						
Soil is seeded and mulched or covered in erosion matting within 48 hours of final grade						
<b>Winter Stabilization</b>						
After Sept. 15: all disturbed areas are seeded & mulched to 3" deep or covered w/ matting						
For ongoing construction, exposed soil is mulched prior to forecasted events						
<b>Dewatering Treatment</b>						
Measure is preventing a discharge of turbid water from leaving the site						
Accumulated sediment is removed to allow sufficient treatment						

\* Additional Measures and Discharges shall be reported on the back side of this form.



# EPSC Plan Inspection Report (Non-Jurisdictional and Low Risk Projects)

Measure Inspected	Y	N	STA/Off	Corrective Action	Date Taken
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## Additional Measures


## Discharges Noted


\* If there is a discharge of visibly discolored stormwater from the construction site to waters of the state, the On-Site Plan Coordinator shall inform the Resident Engineer and take corrective action and report the discharge in accordance with Section 6.1 of Permit 3-9020.

### **Traffic Control**

During the project development phase the level of traffic control (Traffic Management Plan) necessary for this project was determined. **It is now the responsibility of the contractor to develop detailed information on the accommodation of traffic during construction.** The details on the management of traffic can be found in the VTrans “Work Zone Safety and Mobility Guidance Document” and the “Appendix” which can found on the VTrans website at these links: [http://vtransengineering.vermont.gov/sites/aot\\_program\\_development/files/documents/publications/WorkZoneSafetyMobilityGuidanceDocument.pdf](http://vtransengineering.vermont.gov/sites/aot_program_development/files/documents/publications/WorkZoneSafetyMobilityGuidanceDocument.pdf), [http://vtransengineering.vermont.gov/sites/aot\\_program\\_development/files/documents/publications/WorkZoneSafetyMobility%20Appendix%20A%20-%20Temp.%20Traffic%20Control%20Devices%209-12.pdf](http://vtransengineering.vermont.gov/sites/aot_program_development/files/documents/publications/WorkZoneSafetyMobility%20Appendix%20A%20-%20Temp.%20Traffic%20Control%20Devices%209-12.pdf).

Additionally if it is determined that the construction of the project is going to have an impact on the State Highway System or is going to cause a restriction in width then there are two additional forms that will need to be filled out and submitted to the VTrans project supervisor. The first form is an “Emergency Contact & 511 Information Input Form” and the second is a “Notification of Roadway Restrictions”. These forms can be found in **Appendix AD**.

### **Stockpiled Materials**

During construction the contractor may request to be paid for materials “stockpiled” on site. The VTrans Construction Specifications provide guidance on the payment of stockpiled materials in Section 106.09. A sample “Stockpiled Material Request” form can be found in **Appendix AE**.

### **Damages During Construction**

Damages to the project may occur during construction. The payment for damages depends on the cause of the damage and if the contractor should be responsible for the damages or not. The VTrans Construction Engineer provided guidance to the Agency’s construction personnel on this topic and this guidance is provided in **Appendix AF** for reference.

### **Change Orders**

A change order is a written agreement between the contractor and the municipality covering work not otherwise provided for in the contract, revisions or amendments to the terms of the contract, including increases to the original quantities as set forth in the original contract proposal or conditions specifically described in the specifications as requiring a change order. Change orders constitute amendments to the contract once properly signed and executed.

During construction, it often necessary to make timely decisions in the field relative to change orders, including item overruns, which could increase the overall construction costs. It is expected that such changes will generally fall within the amount set as the maximum limiting amount (MLA) but there may be circumstances that could justify an increase to the MLA of the Grant Agreement. Most change orders are expected to be covered by the contingency portion of the MLA. If any change orders result in an increase to the MLA, then an amendment must be signed and executed prior to incurring costs above the previously established MLA.

Change orders are normally initiated by the contractor or the construction inspector. The construction inspector is the municipality’s representative in the field. In order to initiate the

104.04 MAINTENANCE OF TRAFFIC.

- (a) All Facilities Safe and Passable. All facilities to be used by the traveling public, including temporary highways, bridges, sidewalks, and approaches as necessary to accommodate the vehicular or pedestrian traffic diverted from the facility undergoing improvements, shall be provided and maintained in a safe and passable condition. All traffic control plans and devices shall conform to the latest edition of the MUTCD.
- (b) Service Shall Be Maintained. During working hours, at a minimum, one-lane traffic will be maintained. Working hours will be limited to the period between sunrise and sunset. At a minimum, one-lane traffic highway facilities shall be open to the unrestricted two-way flow of traffic, unless otherwise shown on the Plans or directed by the Engineer. Wherever one-way traffic is being maintained by the Contractor, the traveling public shall not be delayed more than 10 minutes. However, two-way traffic shall be re-established during all holiday periods, temporary shutdowns, and any other periods designated by the Engineer.
- (c) Traffic Control Plan; Alternate Plan. When the Plans contain an Agency designed traffic control plan that includes, but is not limited to, references to Standard Drawings, the Contractor may submit an alternate traffic control plan for the project. This alternate plan may be for the entire traffic control plan of the project or for one or more phases of the Agency's design in the Plans, including the specific location of the lanes where the traffic will be maintained. The submitted alternative must include complete construction details, including all facets of traffic control, to the same extent as provided in the Agency design. The Agency shall have 30 calendar days to review the proposed alternative and to make changes before it is implemented.

- (d) Detours and Temporary Bridges. Detours necessary for public travel which are not contiguous to the work will be designated by the Agency unless otherwise provided. When contiguous to the work, detours shall be constructed and maintained by the Contractor and no compensation will be allowed to the Contractor except as provided in the Contract. If the Contractor elects to construct a temporary bridge on a detour contiguous to the work over which traffic is to be maintained while a culvert or bridge is being constructed, the temporary bridge shall be constructed according to Section 528. The expense of the construction, maintenance, and removal of a temporary bridge and its approaches, and all incidental work pertaining thereto, shall not be paid directly, but shall be incidental to all other Contract items. The Contractor shall be responsible to the public for the structural adequacy and safety of these structures and approaches. The Contractor shall provide, erect, and maintain all necessary barricades, lights, signs, signals, other traffic control devices, and flaggers required in accordance with Subsections 107.08 and 107.09.
- (e) Winter Maintenance On Active Projects. If conditions on active projects (not closed down for the winter) require snowplowing, sanding, or salting of the highway, including temporary highways, temporary sidewalks, detours, and bridges, the Contractor shall perform such snowplowing, sanding, and salting. The costs for snowplowing and sanding will be paid for under the Contract item Roadway Patrol Maintenance, and salting will be paid for under the Contract item Dust and Ice Control with Calcium Chloride.
- (f) Winter Maintenance On Closed Projects. When a project is closed down for the winter season, the Contractor shall leave the project in a satisfactory condition for the traveling public and in a condition suitable for normal and satisfactory winter maintenance. The full depth of subbase shall be placed over portions of the road under construction and used by the traveling public unless otherwise shown on the Plans or directed by the Engineer. During the period that the project is officially closed down for the winter season, the State, a political subdivision thereof, or other properly designated entity will assume responsibility for snowplowing, salting, and sanding. This shall not relieve the Contractor of any other responsibilities regarding public convenience and safety as specified in this Section, from the liabilities as specified in Section 107, or as specified elsewhere in the Contract. If unsatisfactory travel conditions or

ruts develop in the traveled way or other construction defects or conditions dangerous to the traveling public develop, whether arising from the execution or non-execution of the work, the Contractor may be directed to return to the construction site and carry out necessary measures to satisfactorily remedy the situation; the cost for said work will be included as part of the cost of the items in the Contract, with no additional payment. If the Contractor fails to carry out the measures to satisfactorily remedy the situation immediately, the Engineer may cause the work to be performed and deduct the cost from any monies due or to become due to the Contractor. If the closing of a project is due to the Contractor's inability to complete the Contract before the Contract completion date, the Contractor shall bear all costs associated with making the project acceptable to the Engineer for winter shut down.

- (g) Closed Projects; Temporary Traffic Control Devices. When a project is closed down for the winter season or for any other reason, the Contractor shall erect and maintain temporary guardrail, guide posts, barricades, warning signs, and other traffic control devices throughout the length of the project as directed by the Engineer. These temporary installations shall conform to requirements for the permanent items except that approved, used material may be substituted; they shall be removed when the Engineer indicates they are no longer required. The installation, maintenance and removal of temporary guardrail, guide posts, barricades, warning signs, and other traffic control devices will not be paid for directly, but will be incidental to other items in the Contract.
- (h) Closed Projects; Guardrail. When the Contract specifies that the base course or the binder course of pavement be placed prior to suspension of work for the winter season, permanent, rather than temporary, guardrail shall be installed in accordance with the Plans. No payments will be made for adjustments to these permanent installations in order to accomplish work when construction resumes in the spring.
- (i) Suspension of Work; Contractor Responsibility. If, regardless of the cause, construction is suspended on the project before the completion, acceptance, and termination of the Contractor's responsibility as defined under Subsection 108.15, the Contractor shall take precautions against injury or damage to the work and shall reinstall any damaged work as specified under Subsection 107.18.



- (j) Traffic Control Devices. All traffic control devices shall be presented to the Engineer for approval prior to placement on the project. At no time will traffic control devices that do not have the specified reflectivity sheeting or are dirty, damaged, or unacceptable to the Engineer be placed or remain on the project.

All traffic control devices, including but not limited to signs, pavement markings, pavement marking removals, temporary traffic barrier, barricades, reflectorized plastic drums, cones, flashing arrow boards, and detours shall conform to the latest edition of the MUTCD, shall be approved by the Engineer, shall be installed to the satisfaction of the Engineer, and shall be functioning prior to the beginning of work.

- (k) Reflectorized Sheeting; Cleaning; Costs. All reflectorized sheeting on the project shall be cleaned on a bi-weekly basis unless more frequent cleaning is directed by the Engineer. The cost of this work will not be paid for directly, but will be incidental to all other Contract items.
- (l) Traffic Control Devices During Construction; Costs. Costs involved in covering, uncovering, and otherwise adjusting the signing and traffic control devices during construction to conform to the changing requirements of traffic flow around and through various construction operations will not be paid for directly, but will be incidental to all other Contract items.
- (m) Suspension of Work; Treatment of Signing; Costs. Costs involved in covering or removing signs at the beginning of a suspension of work, including winter shutdown, and in uncovering or re-installing the signs at the end of a suspension of work will not be paid for directly, but will be incidental to all other Contract items. Such signing adjustments shall be performed as directed by the Engineer.

104.05 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS. The Contractor shall remove any existing structure, parts of structure, or other obstructions which interfere in any way with the new construction or which is shown on the Plans to be removed.

Unless otherwise provided, all salvageable material being removed shall become the property of the Contractor and shall be disposed of and/or recycled as authorized by the Engineer. Salvage generated by utility relocation shall remain the property of the applicable utility.

## Pedestrian Temporary Traffic Control Notes revised - 11/03/2017

1. The contractor shall provide a temporary pedestrian access route (TPAR) for review and written approval by the resident engineer a minimum of three weeks before such plan is implemented. This plan shall detail the construction phasing and schedule and the specific methods of maintaining safe pedestrian access throughout the construction area. This plan shall provide the location and details of temporary construction signing, markings, barricades, channelizing devices, TPARs and methods to maintain access to adjacent properties, businesses, residences, etc.
2. The contractor shall maintain pedestrian through movements from one end of the construction area to the other, on at least one side of the street during construction. Any sidewalk closures shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6.
3. Pedestrian access shall be provided to all adjacent properties, buildings, residences, commercial properties and transit stops. This may include temporary walkways spanning the construction area.
4. If sidewalks are closed, a temporary pedestrian access route (TPAR) shall be provided on the same side of the road as the closed sidewalk, if possible. Signs and barricades shall be used to provide advance notice of the closure and the route of any pedestrian detours. The TPAR shall have a minimum unobstructed width of 4 feet. If the TPAR is less than 5 feet in width, a 5 foot by 5 foot passing space must be provided at least every 200 feet. The surface of the TPAR shall be firm, stable and slip-resistant and continuous with a minimum 80 inches overhead clearance for the length of the TPAR. The TPAR shall maintain the same level of accessibility and detectability as the facility that is being closed. The TPAR shall not lead pedestrians into conflicts with vehicles, equipment, or construction operations.
5. When temporary crosswalks are utilized for the TPAR, temporary detectable warnings shall be placed at each end of the temporary crosswalks. The temporary crosswalk shall be delineated with temporary pavement markings or tape. The markings shall be parallel 12-inch-wide white lines placed 7 feet on center apart. It should be noted that curb parking shall be prohibited for at least 50 feet in advance of midblock crosswalks. Temporary crosswalk signs shall be provided for the crosswalk.
6. If there is work occurring over an open sidewalk, protective overhead covering must be provided as necessary to ensure protection from falling objects and dripping from overhead structures. Covered walkways should be sturdily constructed and adequately lighted for nighttime use.
7. Individual channelizing devices, tape, or rope used to connect individual devices and other discontinuous barriers and devices, pavement markings are not detectable by persons with visual disabilities. These measures do not provide acceptable path guidance on temporary or re-aligned sidewalks or other pedestrian facilities. Pedestrian channelizing devices shall include a continuously detectable bottom and top edge throughout the length of the facility such that it can be followed by pedestrians using long canes for guidance.

## Pedestrian Temporary Traffic Control Notes revised - 11/03/2017

8. Channelizing devices on both sides of the TPAR shall include a continuous solid top and bottom rails. The top edge of the top rail shall be between 32 inches and 38 inches above the ground level. The bottom rail shall be at least 6 inches wide, with the bottom edge of the bottom rail surface no higher than 2 inches above the ground.
9. If the TPAR is adjacent to moving traffic, construction operations/equipment, or drop-offs, then crashworthy channelizing devices that meet the requirements of the MUTCD shall be used.
10. The contractor shall not store or place any construction materials, equipment or signs in the pedestrian path of travel.
11. Provision of the TPAR and all its elements, including but not limited to signs, channelizing devices, barricades, temporary curb ramps, temporary pavement markings and other traffic control devices is to be paid for incidental to Traffic Control (Item 641.10.)

### **Traffic Control**

During the project development phase the level of traffic control (Traffic Management Plan) necessary for this project was determined. It is now the responsibility of the contractor to develop detailed information on the accommodation of traffic during construction. The details on the management of traffic can be found in the VTrans “Work Zone Safety and Mobility Guidance Document” and the “Appendix” which can found on the VTrans website at these links: [http://vtransengineering.vermont.gov/sites/aot\\_program\\_development/files/documents/publications/WorkZoneSafetyMobilityGuidanceDocument.pdf](http://vtransengineering.vermont.gov/sites/aot_program_development/files/documents/publications/WorkZoneSafetyMobilityGuidanceDocument.pdf), [http://vtransengineering.vermont.gov/sites/aot\\_program\\_development/files/documents/publications/WorkZoneSafetyMobility%20Appendix%20A%20-%20Temp.%20Traffic%20Control%20Devices%209-12.pdf](http://vtransengineering.vermont.gov/sites/aot_program_development/files/documents/publications/WorkZoneSafetyMobility%20Appendix%20A%20-%20Temp.%20Traffic%20Control%20Devices%209-12.pdf) .

Additionally if it is determined that the construction of the project is going to have an impact on the State Highway System or is going to cause a restriction in width then there are two additional forms that will need to be filled out and submitted to the VTrans project supervisor. The first form is an “Emergency Contact & 511 Information Input Form” and the second is a “Notification of Roadway Restrictions”. These forms can be found in **Appendix AD**.

### **Stockpiled Materials**

During construction the contractor may request to be paid for materials “stockpiled” on site. The VTrans Construction Specifications provide guidance on the payment of stockpiled materials in Section 106.09. A sample “Stockpiled Material Request” form can be found in **Appendix AE**.

### **Damages During Construction**

Damages to the project may occur during construction. The payment for damages depends on the cause of the damage and if the contractor should be responsible for the damages or not. The VTrans Construction Engineer provided guidance to the Agency’s construction personnel on this topic and this guidance is provided in **Appendix AF** for reference.

### **Change Orders**

A change order is a written agreement between the contractor and the municipality covering work not otherwise provided for in the contract, revisions or amendments to the terms of the contract, including increases to the original quantities as set forth in the original contract proposal or conditions specifically described in the specifications as requiring a change order. Change orders constitute amendments to the contract once properly signed and executed.

During construction, it often necessary to make timely decisions in the field relative to change orders, including item overruns, which could increase the overall construction costs. It is expected that such changes will generally fall within the amount set as the maximum limiting amount (MLA) but there may be circumstances that could justify an increase to the MLA of the Grant Agreement. Most change orders are expected to be covered by the contingency portion of the MLA. **If any change orders result in an increase to the MLA, then an amendment must be signed and executed prior to incurring costs above the previously established MLA.**

Change orders are normally initiated by the contractor or the construction inspector. The construction inspector is the municipality’s representative in the field. **In order to initiate the**

change order process, the contractor and the construction inspector will need to provide justification, price, time to complete and a new completion date for all work.

It is important that the contractor and the construction inspector sign the change order and forward to the municipality for approval. The municipality will then sign the change order and forward to the VTrans Project Manager for review and approval as outlined below.

**Amendments to the construction contract (i.e. implementation of the change order) cannot occur until after VTrans has signed off on the change order and provided authorization.**

The following protocol will be used by VTrans in processing change orders for signature:

\$0 - \$50,000 will be approved by the VTrans Project Manager

\$50,000 - \$100,000 will be approved by the Municipal Assistance Bureau Director

\$100,000 and over will be approved by the VTrans Chief Engineer

It is necessary to provide a paper trail for audit purposes as VTrans is ultimately responsible for authorizing extra costs, tracking increased costs and initiating amendments to the Grant Agreement.

Please refer to the “Contractor Bid Documents Invitation to Bid (IFB)” on the VTrans website at this link: <http://vtransengineering.vermont.gov/sections/ltf/general/guidebook> for an example change order.

### **Claims Resolution**

The municipality will follow the Claims Procedure as outlined in Section 105.20 of the VTrans Construction Specifications and as modified by the Special Provision in the in the most recent version of the Municipal Assistance Bureau’s “Contractor Bid Documents Invitation to Bid (IFB)” on the VTrans website at this link:

<http://vtransengineering.vermont.gov/sections/ltf/general/guidebook>.

### **Final Inspection and Acceptance**

A final inspection should be scheduled once a project is complete. The final inspection should include representatives from the contractor, the municipality, VTrans as well as the resident inspector. The project site will be thoroughly inspected for defects, incomplete work and needed changes. A punch list will be produced with the understanding that when the contractor completes the items on the punch list the project is complete and ready to be certified and accepted by the municipality.

Once the punch list is completed and the municipality is satisfied with the work, the municipality will certify and accept the project. The certification and acceptance letter, **Appendix AG**, may be taken from the Local Projects Guidebook and photo copied onto letterhead. The letter should be signed appropriately and submitted to the VTrans Project Supervisor. The payment of the final construction invoice shall be authorized once VTrans receives the completed certification and acceptance memo.

**APPENDIX K**

**CHANGE ORDER**

Date: \_\_\_\_\_

Change Order No: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract:

Justifications:

Change to Contract Price: \$ \_\_\_\_\_

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) decreased by: \$ \_\_\_\_\_

New Adjusted Contract Price: \$ \_\_\_\_\_

Change to Contract Time: \_\_\_\_\_

The Contract Time will be (increased) decreased by \_\_\_\_\_ Calendar days

The date for completion of all work will be \_\_\_\_\_

**APPROVALS**

Contractor: \_\_\_\_\_

Construction Inspector: \_\_\_\_\_

Municipality: \_\_\_\_\_

VTrans Project Manager: \_\_\_\_\_

**108.12 FAILURE TO COMPLETE WORK ON TIME.**

- (a) Time Essential Element. Time is an essential element of the Contract. The Contractor shall plan its progress schedule and vigorously press the progress of the work in order to complete the Contract on or before the Contract Completion Date set forth in the Contract.
- (b) Manner, Sequence, or Schedule Required. Whenever the Special Provisions of the Contract call for any portion or portions of the work to be performed in any particular manner or for any portion or portions of the work to be completed pursuant to a certain sequence or schedule prior to the date of completion of the entire Contract, the Contractor shall punctually comply with the related instructions, dates, and periods of time.
- (c) Liquidated Damages; General; Days Charged. For each working day on which any work remains incomplete after the Completion Date specified in the Contract for completion of the work involved there shall be deducted from any monies due the Contractor the amount shown in the following table, unless otherwise specified in the Contract. The deduction is not a penalty, but is liquidated damages to defray the cost to the Agency to administer the Contract, including but not limited to the cost of engineering, inspection, supervision, inconvenience to the public, obstruction of traffic, and interference with business. Due account shall be provided for any adjustment of the Contract time for completion of the work under the provisions of Subsection 108.11.

DAILY CHARGE FOR LIQUIDATED DAMAGES  
FOR EACH WORKING DAY OF DELAY

Original Contract Amount		
From More Than	To And Including	Daily Charge Per Day of Delay
\$ 0	\$ 300,000	\$ 700.00
300,000	500,000	900.00
500,000	1,000,000	1,300.00
1,000,000	1,500,000	1,500.00
1,500,000	3,000,000	1,900.00
3,000,000	5,000,000	2,200.00
5,000,000	10,000,000	2,700.00
10,000,000	20,000,000	4,200.00
20,000,000+	-----	6,600.00

Should the Contractor elect to work on Saturdays, Sundays, Holidays, or days from December 1st to April 15th, exclusive, after the Contract Completion Date, the Contractor will be charged liquidated damages for such days worked.

- (d) No Waiver. Permitting the Contractor to continue to finish the work or any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall not operate as a waiver on the part of the Agency of any of its rights under the Contract.
- (e) Liability for Liquidated Damages. The Contractor covenants and agrees that should the amount of monies due or that may become due the Contractor be less than the amount of ascertained liquidated damages, the Contractor and the Contractor's surety shall be liable to the State for the deficiency.
- (f) Liquidated Damages Cutoff Date. No liquidated damages will be charged after the establishment of a Substantial Completion Date.

#### 108.13 TERMINATION OF CONTRACT.

- (a) General Notice. Upon written notice from the Engineer or other proof satisfactory to the Secretary, the Secretary will give notice in writing to the Contractor and the Contractor's surety of delay, neglect, or default if the Contractor:
  - (1) fails to begin the work under the Contract within the time specified in the "Notice to Proceed;"
  - (2) in the opinion of the Engineer, fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of said work;
  - (3) in the opinion of the Engineer, performs the work unsuitably or neglects or refuses to remove materials or to redo or replace work rejected as defective and unsuitable;
  - (4) discontinues the prosecution of the work without authorization of the Engineer;



The purpose of this document is to outline the Civil Rights Compliance Requirements to ensure your firm is meeting the responsibilities as set out in FHWA 1273 within the contract documents for the projects named above. This guidance replaces the preconstruction letter.

## Job Site Posters:

### **POSTERS BOARD MUST BE DISPLAYED PRIOR TO THE START OF PROJECT!**

The job site posters, including wage rates, should be in an outside location where they can be seen easily by all employees. **The contractor is responsible for printing the posters and filling out any required information before posting.**

Use the links below to print a copy of the required posters.

- [Equal Employment Opportunity is The Law](#)
  - [“EEO is the Law” Poster Supplement](#)
  - [Employee Rights Under the Davis-Bacon Act](#)
  - **Please use the applicable wage rates as outlined in the contract documents - ALL pages of the wage rates must be displayed!**
  - [Federal Minimum Wage Poster \(WH 1088\)](#) – Only for projects where Davis-Bacon rates do not apply
  - [Pay Transparency](#)
  - [Safety and Health Protection on the Job](#)
  - [Employee Rights Under the Family and Medical Leave Act](#)
  - [Employee Rights – Employee Polygraph Protection Act](#)
  - [Your Rights Under USERRA: The Uniformed Services Employment & Reemployment Rights Act](#)
  - [Form FHWA](#) – Add Resident Engineers name in box that says, “State Transportation Agency”.
  - [Contractor Equal Employment Opportunity Statement Poster](#) – Add EEO Officer name and Contact Info
  - [Emergency Phone Number](#)
  - [CA101- VT Minimum Labor & Truck Rates](#)
- If the project does not have a job office due to the nature of the work and/or the length of the contract, the posters must be displayed at the home office where hiring is conducted, and each employee must be provided copies of all the notices or posters and sign a statement acknowledging they received them.
  - Have questions about Job Site Posters? Click here: [Job Site Posters FAQs – with examples!](#)

## Labor Compliance – Certified Payroll:

- All payrolls (prime and subs) should be submitted 7 days from the employee pay date using the submission tool outlined in the contract documents.
- Primes should review subcontractor payrolls before submitting.
- If using fringe benefits to meet the total rate, fringe detail must be attached to each payroll.
- Each payroll should be a separate submission and include a cover page.
- If additional work classifications are needed submit as soon as possible to avoid restitution. Request must be on [SF 1444](#). (Subcontractors must submit request through the Prime Contractor).

## On-The-Job Training (OJT):

- There are **N/A** training hours assigned to this project. *(Only if applicable, please refer to your contract documents.)*

- The OJT Program Manager, [Karen Brouillette](#), must approve each trainee placement, including proposed wages and the date on which the training program will start. Additional information can be found here: [OJT Contractor Information](#).

### DBE/Prompt Pay/Contractors Reporting:

- DBE Program Goals: Please be advised that in accordance with 49 CFR Part 26, the Vermont Agency of Transportation (VTrans) has established proposed overall goals on all federal-aid contracts for Disadvantaged Business Enterprise (DBE) Participation. Please click [here](#) to view goals.
- A contract specific DBE goal of **N/A** has been established for this project. [DBE Directory](#) is available online. *(Only if applicable, please refer to your contract documents.)*
- **Prompt Pay Requirements:** Vermont's Prompt Pay Statute requires payment from prime to all subs within seven days of prime receiving payment. Payments should be made to all subcontractors by the 10<sup>th</sup> of each month using the Prompt Pay [Manual Reporting Form](#). This form should only be used if you **do not** have access to the online system.
- FHWA Form 1391 (Annual EEO Report): All firms that worked on one or more federally funded VTrans project as a prime or subcontractor during the last full pay period ending in July are required to complete the FHWA 1391 report. The report should be submitted using our online Contractors Reporting system. Email notification will be sent out mid to late August. Additional information can be found in our online [Contractor Center](#).

### Equal Employment Opportunity (EEO):

The contract provisions (FHWA-1273) are attached to all federal-aid construction projects with the VTrans. We encourage you to utilize our [Equal Opportunity Toolkit for Contractors](#) for tips on meeting this and other equal opportunity requirements.

At a minimum, VTrans will test compliance on the following requirements:

- Every contractor is required to have a designated EEO Officer and to make sure their employees know who that person is. Our records indicate your company EEO Officer is           . Please notify us of any changes.
- Post the [EEO Policy Statement poster](#) provided by VTrans with EEO Officer name and contact information.
- Hold semi-annual EEO-related meetings, conducted by the EEO Officer, with management, supervisors, and office staff who are responsible for personnel actions.
- All personnel who are engaged in direct recruitment for the project were instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- This company's EEO policy was reviewed and reaffirmed within the last 12 months and was brought to the attention of all our employees by the following means: Meetings/Briefings, Employee Handbook.
- A written record was made of the above meetings/briefings, person's attending and the subject matter that was discussed. Signed acknowledgements of attendance at EEO meetings/training are on file.

### Other Useful Information:

- Any site visits to assure compliance on the project, will be scheduled with the Resident Engineer.
- [Who Ya Gonna Call](#)
- Need additional information: please visit our online [Contractor's Center](#).

## MAB Prompt Pay Monthly Report

**Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment:** Vermont State Statutes, Commerce and Trade, T.9 §4003 (c), provides: "Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, **a contractor shall pay to the subcontractor, and each subcontractor shall in turn pay to its subcontractors**, the full or proportional amount received for each such subcontractor's work and materials based on work completed or service provided under the subcontract, **seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor's invoice, whichever is later.**"

**USDOT's DBE Regulations require monitoring and enforcement by State DOTs:** United States Department of Transportation Regulations, Section 26.37 of 49 CFR Part 26, requires VTrans and subrecipients of Federal funds to implement appropriate mechanisms to ensure compliance with Part 26 requirements, including prompt payment. To do so, **VTrans must use legal and contract remedies available under Federal, state, and local law.**

---

### Contractor Payments to Subcontractors

Please list all payments made to all subcontractors during the preceding month on the following project:

Project Name and Number	Name of Subcontractor	Amount Paid	Date Paid	Final Payment
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**I declare that the statements made in this document are true and complete to the best of my knowledge:**

---

**Contractor Name**

**Date**

**Authorized Signature**

**Provide a copy of this completed form to the project Construction Inspector**

---

product is unsatisfactory, the Engineer will direct the work or materials be removed, replaced or otherwise corrected by the Contractor at the Contractor's expense.

**105.05 COORDINATION OF CONTRACT DOCUMENTS --**  
PERMITS, SPECIAL PROVISIONS, CONTRACT PLANS, GENERAL  
SPECIAL PROVISIONS, STANDARD DRAWINGS,  
SUPPLEMENTAL SPECIFICATIONS, STANDARD  
SPECIFICATIONS, AND SPECIFICATIONS ADOPTED BY  
REFERENCE.

- (a) General. The Project Permits, Special Provisions, Contract Plans, General Special Provisions, Standard Drawings, Supplemental Specifications, Standard Specifications, and all supplemental documents are essential parts of the Contract; a requirement occurring in one is as binding as though occurring in all. The Contract Documents are complementary and intended to describe and provide for a complete work. In case of discrepancy, precedence of the Contract Documents will be determined in the following order:

**Contract Document Precedence**

- (1) Project Permits. In the event of a conflict between permit requirements, the more protective or stringent shall take precedence as determined by the Engineer.
- (2) Special Provisions
- (3) Contract Plans
  - a. Calculated Dimensions
  - b. Scaled Dimensions
- (4) General Special Provisions
- (5) Standard Drawings
  - a. Calculated Dimensions
  - b. Scaled Dimensions
- (6) Supplemental Specifications

- (7) Standard Specifications
  - (8) Any Other Specifications Adopted by Reference
- (b) No Advantage from Errors or Omissions in Contract Documents. Neither the Contractor nor the Agency shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the Contract Documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.
- (c) Corrections to Contract Documents. The Engineer will make corrections and interpretations deemed necessary and appropriate to fulfill the intent of the Contract Documents. When there is an apparent absence or mention of a detail or an apparent omission of a detailed description in the Contract Documents, the detail or description, shall be interpreted/understood/determined using the best general engineering and construction practice.
- (d) Effect of Other Specifications/Standards. Other specifications (e.g. ASTM, NDS, CRSI, ACI) cited by reference shall become effective only if the work or material covered by them is not included in the Contract Documents. Specifications so referenced shall be the latest revision in effect on the date of advertisement for bids.

#### 105.06 COOPERATION BY CONTRACTOR.

The Contractor shall:

- (a) Plans and Specifications. Have available on the project at all times during the prosecution of the work one copy each of the Plans and Specifications.
- (b) Bid Documents. Promptly provide copies of all bid documents upon request by the Engineer, including but not limited to all information used to prepare the bid proposal. Failure to provide such documents may result in the waiver of any right to bring a claim for additional compensation under Subsection 105.20.
- (c) Competent Contractor Superintendent. Have on the project at all times a competent and reliable English-speaking Superintendent authorized to receive orders and to act for the Contractor. The Contractor shall make every effort to provide continuity in the position of Superintendent. However, the Agency reserves the

- (c) Performance of Work by Engineer: Setoff. If the Contractor fails to perform work ordered by the Engineer, the Engineer may, upon written notice, proceed to perform the work as deemed necessary; the cost of the work will be deducted from any monies due or which may become due the Contractor under the Contract.
- (d) Advice by Engineer. Advice given the Contractor by the Engineer shall not be construed as binding the Agency in any way, or releasing the Contractor from any obligations under the Contract.

105.02 DIRECTOR OF PROGRAM DEVELOPMENT TO BE REFEREE.

- (a) General. The Director of Program Development shall act as referee in all questions of dispute arising under the terms of the Contract. If the Contractor is aggrieved by the decision of the Director, the Contractor may appeal the decision in writing to the Transportation Board via the Director. Included with the notice of appeal shall be a complete outline of the nature and extent of the question or questions appealed together with any supporting documentation.
- (b) Limitation of Time to Appeal. Notwithstanding any other provision of law, case law, regulation, or the Contract, all appeals shall be made within 30 calendar days of the decision to which the Contractor is aggrieved, and not thereafter.

**105.03 PLANS AND WORKING DRAWINGS.** A complete description of the work requires both the Plans, which are furnished to the Contractor by the Agency, and Working Drawings, which are submitted to the Agency by the Contractor or the Contractor's suppliers. The Plans and Working Drawings will be provided as follows:

- (a) Contract Plans. The Agency will furnish Plans, consisting of general drawings and details that are necessary to give a comprehensive description of the construction contemplated.

The Agency will furnish the Contractor one copy of a signed set of the Plans, two complete full size sets of the Plans, and four complete half scale sets of the Plans.

Additional full sets or partial sets requested by the Contractor or a subcontractor, Fabricator, or supplier will be furnished at the standard current rates charged by the Agency. The Contractor shall keep one set of complete Plans available on the project at all times.

(b) Working Drawings.

- (1) General. Certain items and construction activities require plans, drawings, procedures, and other information to document the Contractor's proposed actions to conform with Contract requirements.

Drawings and procedures shall be submitted sufficiently in advance of the anticipated work to allow for review(s), comment(s), and correction(s).

The cost of furnishing Working Drawings, including obtaining any necessary design or field measurements, shall be included in the Contract unit price for the item involved.

When a Contract item requires calculations to be submitted, the calculations shall be included with the submittal of the Working Drawings. Manufacturer's engineering data for prefabricated materials, including that for falsework and forms, shall be submitted with each set of Working Drawings.

All submittals, unless approved otherwise by the receiving entity, shall be addressed to the Vermont Agency of Transportation, 1 National Life Drive, Montpelier, Vermont 05633-5001. Submittals may be transmitted electronically where prior approval has been granted.

- (2) Required Submittals. Working Drawings submitted to detail work that has been designed and detailed in the Contract Plans shall be submitted to the Agency for approval. These Working Drawings shall ensure that the Contractor or Contractor's suppliers have correctly interpreted the intent of the Contract Plans and specifications.

Working Drawings submitted to detail work that has not been designed and detailed in the Contract Plans shall be designed and detailed by a Professional Engineer and submitted to the Agency to be Reviewed for Conformance with the Contract Plans and specifications.

Working Drawings and/or procedures detailing work that has not been designed and detailed in the Contract Plans shall still be submitted for Approval, and unless otherwise directed by the Agency, shall be submitted for Approval to the entity who designed the detail or component. Thus, if a detail or component was designed by a Consultant or Contractor, the drawings associated with that detail or component shall be reviewed for Approval by that Consultant or Contractor.

All Working Drawings, regardless of who performed the design, shall be submitted to the Agency. Those drawings reviewed by others for Approval shall be Reviewed for Conformance by the appropriate Agency personnel.

No work shall begin on any item associated with a Working Drawing(s) until all of the associated drawing(s) have been returned and marked as Approved or Conforming by the Agency. The Contractor or Fabricator shall assume all risk for materials ordered or work performed prior to written notification by the Agency.

- a. Submittals for Approval. The Contractor or Fabricator shall not begin work without approval of the drawings and/or procedures. One set of "approved" or "approved as noted" drawings and/or procedures will be returned to the Contractor or Fabricator. Approval of drawings and/or procedures indicates concurrence with the information presented and does not relieve the Contractor or Fabricator of compliance with all specifications and code requirements. The Agency assumes no responsibility for error(s)



and/or omission(s) in the drawings and procedures.

Drawings and procedures identified "approved as noted" indicate that specific clarification or conditional changes have been identified and take precedence over submitted information. Withholding of approval by the reviewer for selected details or procedures shall not constitute a basis for delay of performance of a non-related item of work that has approval to proceed.

After approval of the drawings and/or procedures, no changes shall be made without the written approval of the designing entity. The Contractor or Fabricator shall assume all risk for materials ordered or work performed prior to approval by the designing entity.

- b. Submittals to be Reviewed for Conformance. When the submittal is Reviewed for Conformance, the Agency will review the submittal for compliance with the requirements of the specification. The Contractor shall submit the required drawings and/or procedures in advance of the proposed work. Once a complete submittal has been received, the reviewer shall be allowed 21 days for the initial review period. The reviewer for each subsequent review period, for those submittals which have been returned as Nonconforming, shall be allowed 14 days. The Contractor is entirely responsible for the work associated with these submittals; the Agency will not be responsible for errors in dimensions, incorrect erection procedures, design requirements, or successful completion of the work.

If the drawings and/or procedures have misinterpreted the Contract Plans or specifications, the submittal will be returned as Nonconforming. The submittal shall not be marked as Conforming until all of the required information has been received and reviewed.

The Contractor shall follow the means and methods specified for Construction Drawings and/or procedures in subpart (b)(3)b of this Subsection. In the event that any condition requires a change to the Construction Drawings of record, the Contractor is required to submit updated Construction Drawings prior to performing the work.

After the drawings have been marked Conforming, no changes shall be made without the written approval of the Agency. The Contractor or Fabricator shall assume all risk for materials ordered or work performed prior to the changes being marked as Conforming by the Agency.

(3) Categories of Working Drawings.

a. Fabrication Drawings.

1. General. Fabrication Drawings are required for work performed by or in conjunction with materials furnished by a Fabricator or supplier. They shall consist of complete details developed from information in the Plans, Contract Documents, and field measurements to define dimensions, sizes, procedures, and materials necessary to complete fabrication and installation or erection of the work specified.

- 2. Number of Sets. Unless otherwise specified, two sets of drawings and procedures will be required for review. For projects of normal complexity, the Fabricator or supplier shall anticipate a review time of four weeks.
  
- 3. Size. Drawing and detail sheets shall be 34 inches horizontal by 22 inches vertical. A 1 1/2 inch margin shall be provided on the left and 1/2 inch margins on the remaining three sides. A title block shall be provided in the lower right hand corner and shall include the following:

Town(s) in which project is located

Project name and number

Route number and location information

Prime contractor or Fabricator's name and address

Sheet title or identification of details shown

Name of supervisor in charge  
Detailer's and checker's name

Date

Sheet number \_\_\_\_ of \_\_\_\_\_.

4. Ownership; Delivery; Procedures. Original Fabrication Drawings shall be the property of the Agency. Prior to processing the final estimate, all Fabrication Drawings shall be submitted to the Agency. Original drawings shall be submitted as a PDF file or black on white original computer plots on bright white engineering bond paper with a minimum thickness of 24 #. All "approved as noted" changes must be transferred to the originals prior to transmittal to the Agency.

b. Construction Drawings.

1. General. For an item or element of work that permits the Contractor optional details, procedures, and materials that affect structural capacity, safety, and/or the results of the work, the Contractor shall prepare and submit to be reviewed for conformance detailed drawings and procedures of how the Contractor proposes to perform and control the work. Construction Drawings and procedures shall be prepared, stamped, and signed by a qualified Licensed Professional Engineer. The Professional Engineer is responsible for the design, performance of the designed element, and preparation of the Construction Drawings and procedures.
2. Number of Sets. Unless otherwise specified, three sets of drawings and procedures will be required for review. For work of normal complexity, the Contractor shall anticipate a review time of two weeks.

3. Size. Drawings shall be either 8 1/2 × 11 inches or 34 × 22 inches, shall have appropriate scale and detail, and shall convey sufficient information to provide for successful prosecution and inspection of the proposed work. Each sheet shall include a title block with the same information as specified for Fabrication Drawings.

c. Design Drawings.

1. General. For an item or element of work to be permanently incorporated in the project which has not been designed and detailed in the Contract Plans, the Contractor shall prepare and submit to be reviewed for conformance detailed designs, procedures, and drawings for the item or element of work. Design Drawings and procedures shall be prepared, stamped, and signed by a qualified Licensed Professional Engineer.
2. Number of Sets. Unless otherwise specified, three sets of drawings and procedures will be required for review. For work of normal complexity, the Contractor shall anticipate a review time of two weeks.
3. Size. Drawings shall be either 8 1/2 × 11 inches or 34 × 22 inches, shall have appropriate scale and detail, and shall convey sufficient information to provide for successful prosecution and inspection of the proposed work. Each sheet shall include a title block with the same information as specified for Fabrication Drawings.

(4) List of Working Drawings

Section	Forward To
204 Excavation for Structures (structure excavation support)	Construction Engineer
208 Cofferdams	Construction Engineer
501 HPC Structural Concrete (false work and form work plans - when shown on the Plans or directed by the Engineer)	Construction Engineer
501 HPC Structural Concrete (stay-in-place corrugated metal forms (SIPCMF))	Project Manager
502 Shoring Superstructures	Project Manager
505 Piling (temporary sheet piling)	Construction Engineer
506 Structural Steel (details and field welding procedures)	Project Manager
506 Structural Steel (erection plan)	Construction Engineer
507 Reinforcing Steel (reinforcing steel schedule)	Project Manager
510 Prestressed Concrete (details)	Project Manager
510 Prestressed Concrete (erection plan)	Construction Engineer
516 Expansion Devices	Project Manager
522 Lumber and Timber (i.e. Glued Laminated Decking)	Project Manager
522 Lumber and Timber (erection plan)	Construction Engineer
525 Bridge Railings	Project Manager
528 Temporary Bridge	Project Manager

531 Bearing Devices	Project Manager
540 Precast Concrete (details and structural design)	Project Manager
540 Precast Concrete (erection plan)	Construction Engineer
621 Traffic Barriers (bridge approach railing)	Project Manager
629 Water Systems (pipe insulation)	Chief of Utilities and Permits
641 Traffic Control (Contractor designed traffic control plan)	Roadway, Traffic, and Safety Engineer
677 Overhead Traffic Sign Supports	Project Manager
678 Traffic Control Signals	Roadway, Traffic, and Safety Engineer
679 Street Lighting	Roadway, Traffic, and Safety Engineer

105.04 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS.

- (a) General. The work shall be performed in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, shown on the Plans or specified in the Contract Documents. Any deviation from the Contract as required will be determined by the Engineer and authorized in writing.
- (b) Acceptance of Non-Conforming Materials/Work; Price Adjustment. If the materials or the finished product in which the materials are used do not conform to the Contract requirements, but reasonably acceptable work has been produced, the Engineer will determine if the work will be accepted and remain in place. If accepted, the Engineer will document the basis of acceptance, which may require a Contract modification and price adjustment.
- (c) Rejection of Non-Conforming Materials/Work; Treatment of Rejected Materials/Work. If the materials or the finished product in which the materials are used do not conform to the Contract requirements, and the Engineer determines that the

### 18. Preconstruction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality, Design and/or Resident Engineer, Municipal Project Manager (MPM), and the VTrans Project Supervisor, and other interested parties convened by the Municipality's engineer/representative. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The municipality will provide the successful bidder with the date, time and place of the conference. Note: If the specific material testing and certification requirements are not included elsewhere in the contract documents, they will be provided by the Design Consultant to the contractor at the preconstruction conference

### 19. Waste Borrow and Staging Areas

- a. The opening and use of offsite waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VTrans Standard Specifications for Construction, 2011 Edition.
- b. The Contractor and/or property owner shall obtain all necessary permits and clearances prior to using off site waste, borrow or staging areas. In addition **all off site waste borrow and staging areas must be reviewed and approved by the VTrans Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization. No work will be performed at offsite waste borrow or staging areas without written approval of the Engineer.** The forms for either documenting an exempt site or applying for review of a site may be found on the VTrans web site at:  
<http://vtransengineering.vermont.gov/bureaus/pdb/environmental/off-site-activity>

### 20. DBE Requirements

- a. There are to be no mandatory Contract goals for DBE compliance on this project.

### 21. Contaminated Soils

- a. If contaminated soils are encountered during the course of construction, the Contractor is directed to contact: Mr. Andy Shively, Hazardous Material and Waste Coordinator, of the Vermont Agency of Transportation at (802) 229-8740.



- (d) Noise and Air Pollution. The Contractor shall employ standard methods to minimize noise and air pollution occurring in conjunction with and as a result of construction operations, including, but not limited to, clearing, grubbing, drilling, blasting, excavation, and hauling operations. The method(s) employed shall be acceptable to the Engineer and compatible with the location of the work. The burning of tires or other manufactured products is prohibited.
- (e) Hazardous Materials and Waste. The Contractor shall provide documentation to the Engineer that any generated hazardous waste and any hazardous materials and waste found were disposed of in conformance with all applicable regulations governing the handling, transporting, and disposal of such materials and waste.

#### **105.25 CONTROL OF WASTE, BORROW, AND STAGING AREAS.**

- (a) Definitions.
- (1) Waste areas are those areas where excess material or materials unsuitable for construction are disposed.
  - (2) Borrow areas are all borrow pits, gravel pits, quarries, sand pits, and similar sources of materials used in the construction of the project.
  - (3) Staging areas are any areas that the Contractor uses for storage of materials and equipment or for general use for Contract operations.
- (b) Permits and Clearances. Waste, borrow, and staging areas are necessary adjuncts to a VAOT construction project. The Contractor and/or the property owner shall be required to obtain all necessary permits and clearances, and specifically in accordance with Title 10 VSA Chapter 151 (Act 250), if applicable, prior to opening or using an area for an Agency project.
- (c) Establishment of Waste, Borrow, and Staging Areas. To establish a waste, borrow, or staging area, the Contractor shall submit a completed Waste, Borrow, and Staging application package to the Engineer (application packages are available from the VAOT Environmental Section). The application must be completed and should be submitted at least twenty-one calendar

days prior to the planned utilization of the area. All proposed waste, borrow, and staging areas will be reviewed by the VAOT Environmental Section for effects on cultural and natural resources. If the proposal includes the initial disturbance of soil in an area or the wasting of erodible materials, the Construction Environmental Engineer must also approve a site specific Erosion Prevention and Sediment Control Plan prior to the use of such an area.

- (d) Required Approval. The Contractor shall not perform any preparatory work or make use of a waste, borrow, or staging area until approval is obtained in writing from the Engineer.
- (e) Unpermitted Areas. If a proposed waste, borrow, or staging area does not have a permit as provided in part (b) above, the application must state the length of time the area has been operating and the annual rates of disposal, extraction, or use for the last five years.

105.26. OPENING WASTE, BORROW, AND STAGING AREAS.

Prior to issuing approval, the Engineer shall be satisfied that the area and its operation are approved in accordance with all project permits and:

- (a) Will not seriously hurt or impair the rights of any adjacent property owner;
- (b) Will not result in undue water or air pollution;
- (c) The final shape, slope, and contour of the land in and about the area will not be undesirable aesthetically or as it relates to drainage;
- (d) Will not cause unreasonable soil erosion or reduction in the capacity of the surrounding land to hold water in order that a dangerous or unhealthy condition may result;
- (e) Will not have an undue, adverse effect on the scenic or natural beauty of the area's aesthetics, historic sites, or rare and irreplaceable natural areas;
- (f) Is consistent with any duly adopted development plan, land use plan or land capability plan, whether site specific, local, or regional;

- (g) The entrance is at the most desirable angle or perspective from any nearby highways, residences, and other facilities;
- (h) The Contractor will remove, stockpile, and preserve topsoil, sod, and other suitable material from the surface of the area prior to proceeding with other operations; and
- (i) The Contractor has all erosion prevention and sediment control measures, as indicated in the approved Erosion Prevention and Sediment Control Plan, in place prior to use of the area.

**105.27 MAINTAINING WASTE, BORROW, AND STAGING AREAS.**

- (a) General. The Contractor shall conduct waste, borrow, and staging area operations so as to maintain a minimum of air pollution. The Contractor shall keep in a condition acceptable to the Engineer the portions of an area where a pit or pits have been opened and shall maintain all access roads with sufficient dust control and proper drainage to prevent damage to adjacent properties. Area operations shall be restricted to normal working hours except with the express written approval of the Engineer and shall be in accordance with all permit conditions.
- (b) Area Erosion Prevention and Sediment Control Measures. Installation and maintenance of erosion prevention and sediment control measures at waste, borrow, and staging areas shall be consistent with the approved Erosion Prevention and Sediment Control Plan for the specific area. The On Site Coordinator shall review these areas if and as required in the Contract.

**105.28 CLOSING WASTE, BORROW, AND STAGING AREAS.**

With the exception of those areas which will remain open for commercial use, prior to abandoning or closing any area on which the Contractor has completed operations, the Contractor shall 1) shape the entire area to leave banks in a neat and presentable condition, properly and thoroughly graded and drained and 2) establish vegetation on all disturbed areas. All stones, boulders, stumps, and debris shall be removed or satisfactorily disposed of. Slopes shall not be left steeper than 1:1.5 (vertical:horizontal). The tops of slopes and toes of slopes shall be neatly rounded. After grading the slopes and surfaces of the area, the stockpiled sod, topsoil, and other stripped material shall be evenly spread over the surface of the area. The complete area shall be seeded and mulched in accordance with Section 651. The Contractor shall place screens of trees and/or other vegetation, berms, or

embankments where necessary to conceal the undesirable features of a waste, borrow, or staging area.

The Contractor shall have the written approval of the Engineer prior to completely abandoning or closing any waste, borrow, or staging area.

105.29 PAYMENT FOR EROSION PREVENTION AND SEDIMENT CONTROL.

- (a) General. Unless otherwise indicated in the Contract, all materials, installation, monitoring, maintenance and, where necessary, removal for those erosion prevention and sediment control measures that are items in the Contract will be paid for at the appropriate Contract unit price bid.

Unless otherwise indicated in the Contract, all materials, installation, monitoring, maintenance and, where necessary, removal for those erosion prevention and sediment control measures required by the Plans and/or the Engineer that are not items in the Contract will not be paid for directly, but will be considered incidental to all other Contract items.

Environmental protection work in connection with erosion prevention and sediment control for the opening, maintaining, and closing of waste, borrow, and staging areas and pollution control measures will not be paid for directly, but will be considered incidental to all Contract items.

Costs for damages to waste, borrow, and staging areas, to the owners thereof, or to adjacent property owners shall be the responsibility of the Contractor.

- (b) Temporary Erosion Prevention and Sediment Control Measures. Required temporary erosion prevention and sediment control work not attributable to the Contractor's negligence, carelessness, or failure to install permanent controls will be performed and paid for as specified in part (a) of this Subsection or as ordered by the Engineer.

Temporary erosion prevention and sediment control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the scheduled work or as ordered by the Engineer shall be performed by the Contractor at the Contractor's expense.

## **Off-Site Activity Frequently Asked Questions**

**1) Do I have to submit every waste, borrow, and staging site to the VTrans Environmental Section?**

No, refer to the Off-Site Activity Exemption Record which allows Contractors to utilize certain types of sites for certain activities without needing further approvals by the VTrans Environmental Section. If proposed site does not qualify for the exemption then it needs to be submitted for review.

**2) When do I have to complete an Offsite Activity Form?**

You need to complete an Offsite Activity Form for every proposed site unless it meets the exemption criteria. The form should be submitted well in advance of needing to use a site for staging equipment, wasting material, or excavating materials. Essentially, if it involves any area outside of the previously cleared project impact limits, the form needs to be completed. However, certain activities are EXEMPT from needing to be review. See EXEMPTION List.

**3) When does the review process begin?**

The review process begins when the VTrans Environmental Section has deemed the submittal complete. The form must be completely filled out and all necessary information (maps, sketches, etc.) attached.

**4) How long does the review process take?**

Due to the large volume of work, Contractors need to anticipate a 15-working day turn-around time once the application is deemed complete. The review time is generally much less than this, but there is no guarantee that it will be. Contractors should therefore plan ahead, and submit the information as soon as possible. Finding a site that meets the exemption form would help speed up the process. See EXEMPTION List.

**5) What are the most common reasons that a proposed site is rejected?**

There are a variety of reasons. Each site is reviewed for its potential impact on both cultural and natural resources, which include, but are not limited to:

- archaeological and/or historic sites
- wetlands and wetland buffers
- floodplain and riparian buffer zone encroachments
- potential impact to nearby species/habitats of special concern
- presence of existing violations such as:
  - i. evidence of unpermitted wetland filling
  - ii. presence of existing (non-permitted) solid waste disposal

**6) What happens if the information provided is not complete?**

If the information request is not complete, the VTrans Environmental Section will request the additional information from the contact person listed on the form. Once all of the information has been fully submitted, the 15-working day review "clock" will begin.

**7) If I propose to use state-owned right-of-way for waste, borrow or staging, do I still need to submit the request to the VTrans Environmental Section?**

Yes, unless Exempt, all areas must be reviewed for potential impacts on the environment. Right of way limits are unrelated to whether or not an area has the potential to contain resources.

**8) What causes delays in review or clearance of my proposed site?**

Delays can happen if the proposed site is rejected due to resource issues, or when the usable site is too small to accept all of the wastes from the project. Delays also happen when submittal information is incomplete or if additional information is needed. To avoid this, Contractors are

encouraged to submit more than one site and again Contractors should plan ahead, and submit the information as early as possible.

9) Are there some areas of the state that are more difficult to clear for waste, borrow, and staging?

Yes, the Champlain Valley below elevation 800 is particularly difficult given the richness of the area for cultural and natural resources. For projects in this region of the state, early and multiple submittals will be the best defense against delays. Generally, the more waste that needs disposal, the more difficult it will be to find an approvable site.

10) Can I use a site that was previously cleared for another project?

Previously cleared sites which were used in previous years or by other Contractors may be used, but a full submittal form is still required.

11) If a farmer's field has been plowed is it considered disturbed?

No. The plow only turns over soil to about a depth of 6 inches (25 centimeters). Generally soil below that point is intact and may contain archaeological features and/ or artifacts. Also a plow does not usually carry artifacts that far from its original location so even if the top few inches is disturbed, the soil may still contain important material relating to the site.

12) Can we stage equipment or trailers on an archaeologically sensitive area if we aren't disturbing the ground?

This is generally discouraged although sometimes staging of equipment, trailers and material are allowed by the Archaeologist on sensitive areas but this is dependent on a number of factors. These activities are not usually allowed in upland locations where artifacts may be very close to the surface. In all cases where allowed, ground protective measures must be used such as Geotextile fabric.

You may always submit a site like this but do not count on it as your only site in case it is rejected.

13) Can we waste material on or fill over an archaeologically sensitive area?

No. You are not allowed to fill over a sensitive area. If an area is archaeologically sensitive, it will be rejected for use.

14) Doesn't filling over a sensitive area or archaeological site "protect" it? (generally termed "intentional site burial")

At this time, the Division for Historic Preservation for whom our Archaeologist must answer to does not allow this practice. At minimum a Phase I study would be necessary as we would need to be able to identify and evaluate a site before burying it anyway. In addition, there is insufficient information on this subject as to the long-term effects of permanent intentional site burial. For example there are concerns about the effects of weight and compaction of fill on features and artifacts contained within an archaeological site.

# Tools Available cont'd (page 4 handout)

- Check to see if your proposed site will qualify for an exemption
- If so, file a copy with the resident engineer only
- Need landowner signature

**Off-Site Activity  
Exemption Record**

To be completed by the Contractor and filed with the Resident Engineer.  
Check the appropriate exemption category from the boxes below.

**Staging Area Exemptions**

The placement of construction trailers, equipment, and/or non-erodible materials

- On existing paved or gravel surfaces which will not require any additional earth disturbance

**Borrow Site Exemptions**

- Existing, in-use gravel pits which have an Act 250 Permit as long as the use does not modify the conditions of said permit (Act 250 Permit # provided by Contractor)
- Existing, in-use, commercial gravel pits that are "Grandfathered" from the Act 250 Permit Review Process as long as a landowner signature is provided.
- Inter-project Material Usage - The use of surplus materials from one project as borrow for another in which the owner and contractor are the same in both projects and neither involve work outside the respective contract construction limits

**Waste Disposal Exemptions**

- The use of project generated Solid Wastes to build the same project, or another project owned by the same entity.
- Batch plants for recycling of materials and subsequent re-use
- The disposal of any (erodible or non-erodible) materials in an existing shed at any public transportation facility to which the material will be stored for later re-use
- Existing, in-use gravel pits which have an Act 250 Permit as long as the use does not modify the conditions of said permit (Act 250 Permit # provided by Contractor)
- Existing, in-use, commercial gravel pits that are "Grandfathered" from the Act 250 Permit Review Process as long as a landowner signature is provided.
- Inter-project Material Usage - The use of surplus materials from one project as borrow for another in which the owner and contractor are the same in both projects and neither involve work outside the respective contract construction limits
- The disposal of hazardous materials at a facility which has been reviewed and approved by the Agency's Hazardous Materials Specialist.

Project Name: \_\_\_\_\_

Proposed Area Name: \_\_\_\_\_

Landowner Signature: \_\_\_\_\_

Act 250 Permit # (for Existing, In-use sites) \_\_\_\_\_

Act 250 Grandfathered Signature \_\_\_\_\_  
(Owner or authorized representative)

# OFF-SITE ACTIVITY EXEMPTION RECORD

To be completed by the District/Contractor and filed in accordance with contract requirements

## SUBMITTAL INFORMATION

<b>Project Name&amp; Number/District:</b> _____	<b>Contractor/District Tech:</b> _____	
<b>Contact:</b> _____	<b>Phone:</b> _____	<b>E-mail:</b> _____
<b>Resident Engineer:</b> _____	<b>Phone:</b> _____	

## PROPOSAL INFORMATION (Provide property information and check the appropriate Exemption category from the boxes below)

**Proposed Area Name and Address:** \_\_\_\_\_

**Landowner Name (Printed):** \_\_\_\_\_

**Landowner Signature:** \_\_\_\_\_

### Staging Area Exemptions - The placement of construction trailers, equipment, and/or non-erodible materials

- On existing paved or gravel surfaces which will not require any additional earth disturbance
- **Not** in Special Flood Hazard Area
  - **Not** in Fish and Wildlife Management access area

### Borrow Site Exemptions:

- Existing, in-use gravel pits which have an Act 250 Permit if the use does not modify the conditions of said permit
- Existing, in-use, commercial gravel pits that are "Grandfathered" from the Act 250 Permit Review Process
- Inter-project Material Usage - The use of surplus materials from one project as borrow for another in which the owner and contractor are the same in both projects and neither involve work outside the respective contract construction limits

### Waste Disposal Exemptions:

- The use of project generated Solid Wastes to build the same project, or another project owned by the same entity
- Batch plants for recycling of materials and subsequent re-use
- The disposal of any (erodible or non-erodible) materials in an existing shed at any public transportation facility to which the material will be stored for later re-use
- Existing, in-use gravel pits which have an Act 250 Permit if the use does not modify the conditions of said permit
- Existing, in-use, commercial gravel pits that are "Grandfathered" from the Act 250 Permit Review Process
- Inter-project Material Usage - The use of surplus materials from one project as borrow for another in which the owner and contractor are the same in both projects and neither involve work outside the respective contract construction limits
- The disposal of hazardous materials at a facility which has been reviewed and approved by the Agency's Hazardous Materials and Waste Coordinator

## PERMIT INFORMATION

### Act 250:

- Not Applicable** (No signature Req'd)       **Grandfathered**       **Permitted (Permit #)** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_  
Owner or Authorized Representative

- Act 250 District Coordinator has been notified**

**List of other existing permits and #s:**

\_\_\_\_\_



# OFF-SITE ACTIVITY SUBMITTAL



- **This form is to be completed in its entirety by the Contractor/District Tech** when proposing any waste, borrow, or staging area or any work outside the defined Contract construction limits, unless an Exemption Record Form has been done.
- **Submit to Karen Spooner:** [karen.spooner@vermont.gov](mailto:karen.spooner@vermont.gov) , Phone: (802)828-2169, Fax: (802)828-2334, VTrans Highway Division, Environmental Section, One National Life Drive, Montpelier, VT 05633-5001
- **Submit a copy to the Resident Engineer**
- **Allow 21 calendar days (see Section 105.25 (c) of the VTrans Standard Specifications For Construction) for review once the application is administratively complete.**

## SUBMITTAL INFORMATION

<b>Project Name&amp; Number/District:</b> _____	<b>Contractor/District Tech:</b> _____		
<b>Contact:</b> _____	<b>Phone:</b> _____	<b>Fax:</b> _____	<b>E-mail:</b> _____
<b>Resident Engineer:</b> _____	<b>Phone:</b> _____	<b>Project Manager:</b> _____	

- **PROPOSAL INFORMATION** (Select one type of area being proposed for use per submittal and describe associated characteristics)

<input type="checkbox"/> Waste	<input type="checkbox"/> Borrow	<input type="checkbox"/> Staging	<input type="checkbox"/> Other (ex. dewatering location): _____
Material: Type (asphalt, concrete, earthen, etc.) _____		Quantity (yds <sup>3</sup> ) _____	
Total Area of Land Disturbance (sq ft) _____			
Will there be any tree cutting? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Additional Info: _____			

- **LANDOWNER/PROPERTY INFO** (Fill all applicable boxes; **attach a Location Map and Sketch of Area**)

<b>Name:</b> _____	<b>Address:</b> _____	<b>Phone:</b> _____
Print Name	Full Address	
<b>Town Site is located in:</b> _____		
<input type="checkbox"/> Private Residential/Commercial	<input type="checkbox"/> Town/State Owned Facility	<input type="checkbox"/> Other
Additional Info: _____		
Are there other users of this site? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Known past uses: _____		
<input type="checkbox"/> Location Map (Google or other map that shows the site location)		
<input type="checkbox"/> Sketch of Area: <input type="checkbox"/> North arrow <input type="checkbox"/> Approx scale <input type="checkbox"/> Recognizable features		
<b>Permit Info:</b>		
Act 250 Permit Exists? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, # _____ Copy Enclosed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
List of Other Existing Permits: _____		

<b>Landowner Agreement</b> ( <i>Signature is required for all private, town, and state owned properties</i> )
I, _____, warrant that the information in the above permit application is accurate and agree to the <i>Landowner/Facility Manager Signature</i>
specifications set forth in Section 105.25-105.28 of the latest VT AOT Standard Specifications for Construction provided by the Contractor. In addition I agree to the use of the proposed area by _____ as shown on the attached sketch. If acting <i>Name of Contractor</i>
as the agent of the Landowner, I warrant (1) that the Landowner has the full right, power, and authority to authorize the proposed use, (2) that I am authorized to act as the Landowner's agent, and (3) that my authority to act as the Landowner's agent has not been revoked.
Date: _____

**This clearance is for the Natural and Cultural Resources Only.**

the municipality at least 30 calendar days before the effective cancellation, termination or alteration date unless all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the municipality. There shall be no directed compensation allowed the contractor on account of any premium or other charge necessary to take out and keep in effect such insurance or bond, but the cost thereof shall be considered included in the general cost of the work.

**Construction Inspection**

The construction inspection firm needs to be on board prior to the preconstruction conference (see page 32 for additional information on procuring construction inspection services). Some of the duties and responsibilities of the inspection firm during construction can be found in the "Construction Inspection Check list" and the "Issues to Discuss with Construction Inspectors" both of which are in **Appendix AB**.

**Preconstruction Conference**

A preconstruction conference shall be held after the contract has been signed by all parties and prior to any work on the project by the contractor. The Municipal Project Manager or Construction Inspector will facilitate the preconstruction conference as well as prepare and distribute minutes to those who attend the meeting. The purpose of this meeting is to discuss details on the construction of the project and to bring up any comments or concerns. This is the perfect time to review all special provisions, check permit conditions, and clarify VTrans involvement. We have provided a Permits and Clearances Checklist to assure that all appropriate permits and clearances have been secured before construction begins which can be found in **Appendix X**.

The VTrans Project Supervisor will provide the necessary federally mandated "poster package" to the municipality at the preconstruction conference.

Mandatory attendance at the preconstruction meeting shall include the VTrans Project Supervisor or Manager, the Municipal Project Manager, a representative of the municipality, a representative of the contractor and the construction resident inspector. The municipality should also notify all affected utility companies, railroads and resource agencies such as the Agency of Natural Resources (ANR), the Army Corp of Engineers, etc. If the project requires a Highway Access Permit from VTrans, the Utilities and Permits Chief and District Transportation Administrator shall also be invited to the preconstruction conference.

To help in determining the items for discussion at the pre-construction conference a "Preconstruction Conference Check List" can be found in **Appendix AC**.

When all the required documentation is in place the Municipality will issue the contractor a Notice to Proceed, a sample of which can be found in **Appendix W**.

**Off-Site Activities (formerly Waste, Borrow & Staging Areas)**

It has been determined that the construction contractor's off-site activities are considered a part of a federal aid project with respect to environmental review and clearance. In order to allow contractors as much choice as possible in selecting those areas there is an agreement between the Agency of Transportation (VTrans) and the Federal Highway



- (2) Contractor to Furnish Competent Representative; Safety Officer; Others. To ensure that any subcontracted work is performed in accordance with the Contract requirements, the Contractor shall be required to furnish:
- a. A competent, reliable English-speaking representative employed by the Contractor who has full authority to direct performance of the work in accordance with the Contract requirements and who is responsible for all construction operations on the project regardless of who performs the work.
  - b. A competent, reliable English-speaking employee designated as the safety officer who is authorized to receive orders and to issue binding directions concerning safety to all persons except Agency representatives associated with the project, whether employed by the Contractor, subcontractors, or material suppliers.
  - c. Such other individual(s) from the Contractor's organization as the Agency's Construction Engineer determines is (are) necessary to ensure the performance of the Contract, e.g., supervisory, managerial and engineering personnel.
- (3) Employees on Payroll. The Contractor/subcontractor is not permitted to place on the payroll the employees of another firm for the purpose of avoiding Federal or State regulations or the provisions of the Contract.

**108.02 NOTICE TO PROCEED.** The Contractor shall not commence construction operations until Contract bonds have been filed, the Contract Documents have been signed on the part of the State, and the Regional Construction Engineer has given the Contractor written notice to proceed.

The "Notice to Proceed" will stipulate the date on which the Contractor may begin construction and from which date Contract time will be charged.

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

Project Name/Number: \_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement \_\_\_\_\_

The date of completion of all work is \_\_\_\_\_  
Town of \_\_\_\_\_  
(Owner)

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Municipal Assistance Bureau**

change order process, the contractor and the construction inspector will need to provide justification, price, time to complete and a new completion date for all work.

It is important that the contractor and the construction inspector sign the change order and forward to the municipality for approval. The municipality will then sign the change order and forward to the VTrans Project Manager for review and approval as outlined below.

**Amendments to the construction contract (i.e. implementation of the change order) cannot occur until after VTrans has signed off on the change order and provided authorization.**

The following protocol will be used by VTrans in processing change orders for signature:

\$0 - \$50,000 will be approved by the VTrans Project Manager  
\$50,000 - \$100,000 will be approved by the Municipal Assistance Bureau Director  
\$100,000 and over will be approved by the VTrans Chief Engineer

It is necessary to provide a paper trail for audit purposes as VTrans is ultimately responsible for authorizing extra costs, tracking increased costs and initiating amendments to the Grant Agreement.

Please refer to the "Contractor Bid Documents Invitation to Bid (IFB)" on the VTrans website at this link: <http://vtransengineering.vermont.gov/sections/ltf/general/guidebook> for an example change order.

### **Claims Resolution**

The municipality will follow the Claims Procedure as outlined in Section 105.20 of the VTrans Construction Specifications and as modified by the Special Provision in the in the most recent version of the Municipal Assistance Bureau's "Contractor Bid Documents Invitation to Bid (IFB)" on the VTrans website at this link:

<http://vtransengineering.vermont.gov/sections/ltf/general/guidebook>.

### **Final Inspection and Acceptance**

A final inspection should be scheduled once a project is complete. The final inspection should include representatives from the contractor, the municipality, VTrans as well as the resident inspector. The project site will be thoroughly inspected for defects, incomplete work and needed changes. A punch list will be produced with the understanding that when the contractor completes the items on the punch list the project is complete and ready to be certified and accepted by the municipality.

Once the punch list is completed and the municipality is satisfied with the work, the municipality will certify and accept the project. **The certification and acceptance letter, Appendix AG, may be taken from the Local Projects Guidebook and photo copied onto letterhead. The letter should be signed appropriately and submitted to the VTrans Project Supervisor.** The payment of the final construction invoice shall be authorized once VTrans receives the completed certification and acceptance memo.



Municipal Assistance Bureau  
Vermont Agency of Transportation  
1 National Life Drive  
Montpelier, VT 05633-5001

Project: \_\_\_\_\_

Dear Project Supervisor,

A final inspection of the project noted above has been completed. The work on the Project has been performed within the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project as certified by \_\_\_\_\_

Construction Resident Inspector

and is hereby accepted by the \_\_\_\_\_ as of this date.  
Municipality

We confirm that final **total** project costs, including costs for which reimbursement was not sought, are as follow:

Preliminary Engineering	\$
Right-of-Way	\$
Construction	\$
Construction Engineering	\$
Other	\$

Sincerely,

\_\_\_\_\_  
Signature of Authorized Municipal Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONTRACTOR'S REQUEST FOR INFORMATION

**DEFINITION:** The construction documents (agreement, drawings and specifications), developed by the Engineer, document the conditions agreed upon between the Owner and the Contractor. These documents reflect the understanding that each party has with regard to constructing the Project they represent. If every set of Construction Documents were clear, unambiguous, and complete, interpretation would be unnecessary, as the intent and understanding of the parties would be self-evident. Unfortunately, this is not always the case.

In most Construction Documents, it is inevitable that the agreement, drawings, and specifications will not adequately address every single matter. There may be gaps, conflicts, or subtle ambiguities. The goal of the **Request For Information (RFI)** is to act as a partnering tool to resolve these gaps, conflicts, or subtle ambiguities during the bidding process or early in the construction process to eliminate the need for costly corrective measures. Should the response to the RFI lead to additional work during the construction process that represents added value, which cannot be reasonably worked out in the early stages of the performance of the work, than a formal claim can be made?

**Who submits:** General Contractor

**Who Responds:** Engineer shall respond to all RFI's.

**Contents:** The RFI shall include the following:

### During Bidding Phase

1. Reference to Specification and paragraph numbers, drawing numbers and drawing reference
2. Identification of the clarification needed.
3. Impact this clarification will have on schedule (number of days).

### During Construction Phase

1. Identification of the construction deficiency or Contract document clarification.
2. Reference to Specification and paragraph numbers, drawing numbers and drawing reference.
3. Impact this clarification will have on schedule (number of days) and project costs (if any).

### 1. Categorize each RFI as follows:

- a. Substitution/Construction Modification
- b. Clarification or Additional Information
- c. Construction Deficiency (During Construction Phase).
- d. Construction Document Deficiency

### 2. Substitution/Construction Modification

- a. During the Bidding Phase, a RFI for an equipment substitution or a Construction Modification should be sent to the Engineer in writing at least 10 days prior to bid opening. (This request will only be answered if request is from a General Contractor who is a plan holder.)

During the Construction Phase an RFI for an equipment substitution or a Construction Modification should be submitted immediately attaching an appropriate form, if it is not, the Engineer should return to the Contractor.

- b. Engineer should take no action until the substitution request is received.
  - c. Contractor shall identify the equipment substitution noting the specification or plan sheet involved and the reason for the substitution. This would include schedule impacts and costs.
  - d. Contractor shall identify the construction modification by detail and plan sheet location they are considering. The construction modification request shall outline the change requested in enough detail for the Engineer to review and the reasons for the change. Also included would be schedule impacts and costs.
3. Clarification or Additional Information
- a. Review the RFI request for completeness and return immediately if not complete.
  - b. Review the RFI request and respond with the appropriate clarification or additional information.
  - c. During the Construction phase, should the clarification or additions result in an impact on schedule and project costs the Contractor will respond within 2 working days.
  - d. No work is authorized until both schedule and project costs are agreed to.
4. Construction Deficiency (During Construction Phase Only)
- a. If the RFI is about a construction deficiency, then the Engineer should complete a deficiency form and submit to the Contractor.
  - b. This effort should be completed as soon as discovered or as determined from the RFI.
  - c. The deficiency form should request a proposal from Contractor on how to correct the problem.
5. Construction Document Deficiency
- a. Review RFI for verification of deficiency.
  - b. Review RFI and respond with the proposed corrections to construction documents.
  - c. Contractor shall review schedule and cost impact within 2 working days. No work is authorized until both schedule impact and project costs are agreed to.