

## **SPECIAL PROVISIONS – MAD RIVER BANK STABILIZATION PROJECT**

**COMPLETION DATE:** This project shall be completed on or before October 1, 2013, with substantial completion by September 15, 2013.

**CONTRACT WITH TOWN OF WAITSFIELD:** From the time of advertising until the actual bid opening for this contract, all prospective Contractors, subcontractors and suppliers shall direct all inquires related to this project solely to the Town of Waitsfield.

**NOTICE:** The Contractor is advised that insurance for this contract is required to name the Town of Waitsfield, its Agents, and Consultants.

**BONDS:** Bonds in accordance with the Vermont Agency of Transportation Policies and Procedures on Prequalification, Bidding, and Award of Contracts (Effective Aug. 24, 2007 - Rev. Dec. 23, 2008) are required for this project.

**STANDARD SPECIFICATIONS:** The provisions of the State of Vermont Agency of Transportation 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this contract. Where the contract drawings conflict with the specifications the contract drawings take precedence.

**DEFINITION:** Where the words “Engineer”, “Inspector”, or “Resident Engineer” are used they shall mean the Town of Waitsfield authorized representative.

**TESTING:** The Town will contract with a testing agency for concrete and compaction testing. The Town will pay for the first round of testing. If tested material fails, contractor shall be responsible for any retesting.

**EROSION CONTROL:** The Contractor’s attention is directed to the provisions of subsections 105.23, 105.24, and 105.29. Temporary erosion control measures will be used where shown on the plans and where ordered by the Engineer.

- The construction of major drainage facilities such as culverts, special ditches and channel relocations shall be completed in a continuous manner, including the incorporation of all design features and permanent erosion control items and such temporary erosion control measures as may be ordered by the Engineer.
- Water pumped from excavations shall be discharged overland or to settling basins so that the effluent shall be essentially clarified before entering the waters of the state.
- The Contractor shall take all necessary precautions to prevent the loss of debris, removed materials, new materials, equipment of any kind, concrete, fuels, lubricants, sealers and any other polluting items into the waters of, or on the bank of, any stream, river, pond, swamp or lake in the State. Any items which escape the Contractor’s efforts of prevention shall be immediately and entirely cleaned up or removed at the Contractor’s expense.

SECTION 101 - DEFINITIONS AND TERMS

101.02 DEFINITIONS is hereby modified by changing the following: For the purpose of the project the definition of Agency shall be the Town of Waitsfield.

SECTION 105 – CONTROL OF WORK

105.03 PLANS AND WORKING DRAWINGS is hereby modified by removing paragraph 2 of section (a) and replacing with: The Town of Waitsfield will furnish the Contractor with two complete full size sets of the plans.

105.03 PLANS AND WORKING DRAWINGS is hereby modified by removing paragraph 5 of section (b) and replacing with: All submittals shall be addressed to DeWolfe Engineering Associates, Inc., P.O. Box 1576, Montpelier, VT 05601

105.06 COOPERATION BY CONTRACTOR is hereby modified by removing paragraph 1 of section (a) and replacing with: Have available on the project at all times during prosecution of the work each day one copy of plans, specifications, and permits.

105.09 CONSTRUCTION STAKES is hereby modified by removing the section in its entirety and replacing with: The contractor is responsible for all layout required.

SECTION 651 – TURF ESTABLISHMENT

651.13 BASIS OF PAYMENT is hereby modified by deleting paragraphs two through six in their entirety and adding the following: Turf Establishment shall be paid for at the contract unit price per square yard.

ADDITIONAL CONDITIONS: This project is funded in whole or in part through Hazard Mitigation Grant Agreement #02140-31951-002 from the Federal Emergency Management Agency, administered through the Vermont Department of Public Safety and a Clean and Clear Grant through the Vermont Agency of Natural Resources. The following additional conditions apply:

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

11. Taxes Due To The State:

a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, 'the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this contract may be withheld if the

Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.)

Contractor states that, as of the date the contract is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.