

PROJECT MANUAL

CONTRACT DOCUMENTS FOR:

Waitsfield Transportation Path- STP BIKE (24)S
Town of Waitsfield, VT

VERMONT AGENCY OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION
2006 EDITION SHALL APPLY TO THIS CONTRACT

ENGLISH

OWNER:

Town of Waitsfield
9 Bridge Street
Waitsfield, VT 05673

TOWN ADMINISTRATOR:

Valerie Capels

Spec. No. _____

Submitted by: _____

Date: _____

Accepted by: _____

Date: _____

Manual Revision date: August 9, 2012



Bannon Engineering

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Randolph, VT 05060
802.728.6500
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A. Invitation For Bids

Waitsfield Transportation Path - STP BIKE (24)S

August 13, 2012

Sealed bids from pre-qualified contractors shall be accepted until **1 pm**, prevailing time on **September 10, 2012** at Waitsfield Town Office 9 Bridge Street, Waitsfield, VT 05673 for construction of the project hereinafter described.

Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left hand corner: "Bid Documents: Waitsfield STP BIKE (24)S"

Each BID must be accompanied by a certified check payable to the MUNICIPALITY for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

All bidders shall be on the current list on the VTRANS Contract Administration pre-qualified list "Contractors List for Road Construction Category".

LOCATION: Beginning at a point on Vermont State Route 100 (VT100) 160-ft north of the intersection of Bragg Hill Road in Waitsfield and extending 6,973-ft north along VT100 to the Waitsfield Elementary School .

TYPE OF CONSTRUCTION: Work to be performed under this project includes: Construction of a new 5-ft wide concrete sidewalk the entire length; replacement of existing curb, drainage improvements, landscaping, and other incidental items.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before October 31, 2013.

ENGINEER'S ESTIMATE: For this Proposal the Engineer's Estimate falls in the range in CATEGORY 'C' (\$5000,000 TO \$1,000,000).

COST OF PLANS: \$100.00 per set (plus shipping) made payable to Town of Waitsfield. Plans are not returnable.

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

1. Town of Waitsfield, 9 Bridge Street, Waitsfield, VT 05673, and on-line at www.waitsfieldvt.us.
 2. REPRO Reprographics of New England, 450 Weaver Street, Winooski Vermont 05404.
- Bidders are urged to register with the Town of Waitsfield to receive updates and addenda.

AND MAY BE OBTAINED FROM: REPRO Reprographics of New England, 450 Weaver Street, Winooski Vermont 05404. Phone: (802) 658-0424. Email: Karen Ploof at dpr@reprografx.com

PREBID CONFERENCE: A non-mandatory pre-bid conference will be held for the project on **August 31, 2012** at 1-pm at Town of Waitsfield Office, 9 Bridge Street, Waitsfield, VT 05673.

STANDARD SPECIFICATIONS: This contract is governed by the VAOT 2006 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified.

QUESTIONS: During the advertisement phase of this project all questions shall be addressed solely to the Town Administrator by email only: townadmin@madriver.com.

PREQUALIFICATION OF CONTRACTORS: All bidders on this project shall be prequalified by the Agency of Transportation, Contract Administration a minimum of 7 working days prior to the bid opening. For information contact Contract Administration at 802-828-2643.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION: Certification is required by the Equal Employment Opportunity regulations of the Secretary of labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Generally only contracts and subcontracts of \$10,000 or under are exempt as set forth in 41 CFR 60-1.5. See Appendix A for Contractors EEO Certification Form (CA-109).

NON-COLLUSION AFFIDAVIT: All bidders will be required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91).

DEBARMENT AFFIDAVIT: All bidders will be required to execute a sworn statement, certifying that the bidder has not within the last three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91).

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: The Town hereby notifies all bidders that it will insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award.

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

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

Buy America Issues to Consider for Utility Contracts and Agreements

The following guidance addresses the applicability of the Buy America requirements to contracts or agreements involving utility work using Federal-aid highway program (FAHP) funding:

1. Do the Buy America requirements apply to contracts or agreements for utility work using FAHP funding?

Yes, any contract involving utility work that uses any amount of FAHP funding must comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410).

For example, if the utility work is accomplished through a standalone contract or agreement and uses FAHP funding, the Buy America requirements apply.

Additional policy and guidance information is available in the FHWA Construction Program Guide at: <http://ijwww.fhwa.dot.gov/construction!cqit/buyam.cfm>

2. Do the Buy America requirements apply to standalone utility work or contracts with no Federal funds involved?

No. **If** the utility work is accomplished through a contract or agreement separate from a highway improvement contract and uses only State or local funding, the Buy America requirements do not apply.

However, utility work that is accomplished through contracts or agreements that do not comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) cannot be used to meet the non-Federal share of costs for subsequent phases (e.g., construction) of a project using FAHP funding. More information on non-Federal match requirements may be found at: <http://ijwww.fhwa.dot.gov/legsregs/directives/policy/memonfrnr20091229.htm>.

3. Can foreign steel be allowed in utility work using FAHP funding if the foreign items are made non-participating?

No. All materials permanently incorporated into a project using FAHP funding must meet the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). For example, it is not acceptable to allow foreign steel as a permanent component of an FAHP project by using State or local funds for the non-conforming items. It is generally not acceptable for non-conforming materials to be donated to a project using FAHP funding. Additional information on Buy America requirements is available in the FHWA Construction Program Guide at: [http://www.fuwa.dot.gov/construction!cqit\(buyam.dm](http://www.fuwa.dot.gov/construction!cqit(buyam.dm)

Buy America Issues to Consider for Utility Contracts and Agreements

4. Do the Buy America requirements take precedence over the requirements pertaining to the relocation or accommodation of utility facilities?

Yes, based on the Buy America requirements (as specified in 23 U.S.C. 313) being codified in Federal law, these requirements take precedence over regulations pertaining to the accommodation or relocation of utility facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding.

For example, the Buy America requirements take precedence over the regulations which allow utilities to furnish materials from company stock (as specified in 23 CFR 645.117(e)). This provision allows the utility owner to furnish materials from company stock only in the case where the supplied materials meet the Buy America requirements. Company stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project.

Another example where the Buy America requirements take precedence over utility requirements is the statement 'The utility shall not be required to change its existing standards for materials used in permanent changes to its facilities' (as specified in 23 CFR 645.117(e)). Once again, Buy America requirements take precedence over this utility provision. Therefore, a utility is not required to change its existing standards for materials as long as the Buy America requirements are met.

5. What Buy America and utility issues should be considered when developing agreements to relocate utilities that utilize FAHP funding?

Utility contracts or agreements for utility work that utilize FAHP funding must include the provisions to meet the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The contract or agreement shall require the contractor to provide a definitive statement about the origin of all products, permanently incorporated into the project, covered under the Buy America requirements. Additional information on the Buy America requirements to include in utility contracts and agreements is available in the FHWA Construction Program Guide at: <http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>, and in the FHWA Contract Administration Core Curriculum Participant's Manual and Reference Guide 2006 at: <http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm#s2B01>.

6. Can a waiver be granted for the Buy America requirements?

Yes, waivers of the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) may be granted on a project-by-project basis. Additional information on the requirements and conditions around which FHWA will consider waivers is available in the FHWA Construction Program Guide at: <http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

B. Instructions To Bidders

1. Bid Preparation and Submission

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

2. Explanation and Interpretation to Prospective Bidders

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

necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.

- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

3. Addendum to Invitation for Bids

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation (1) by identifying the addendum number and date on the bid form, or (2) by letter, telegram, or facsimile, if those methods are authorized in this solicitation. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- c. Addenda will be on file in the offices of the Municipality at least 5 days before the bid opening.

4. Responsibility of Prospective Contractor (Prequalification)

- a. All prospective contractors shall be pre-qualified under the appropriate work category by the Vermont Agency of Transportation, Contract Administration. For this project a current annual prequalification is necessary. The contact for pre-qualification is Jon Winter, Tel: 828 2643. Please note that applications for pre-qualification must be made at least 7 working days prior to the bid opening.
- b. The VERMONT AGENCY OF TRANSPORTATION "POLICIES AND PROCEDURES FOR PREQUALIFICATION, BIDDING, AND AWARD OF CONTRACTS", latest edition, Sections 1-6 and 9 are hereby incorporated in these specifications and the contract by reference. Sections 1 through 6 shall not be subject to the changes to the definitions in the Special Provisions.
- c. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation's Standard Specification for Construction, 2006 Edition, unless modified in these Contract Documents.
- d. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
- e. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.
- f. When Optional Bid Items are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one unit price bid in a group of options, only

the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.

- g. When "Alternate Bid Items" are indicated in the Proposal bidders must bid on all pay items in each set of "Alternate Bid Items". Failure to bid on all of the "Alternate Bid Items" in the proposal may result in rejection of the bid.
- h. When the schedule of items for a contract contains one or more pay items which have a quantity of one (1) and a unit price and total price entered, the Municipality has set a unit price in the event that such item is used. If such item is determined to be needed by the Engineer, the work will be performed by the contractor according to the contract documents at the unit price listed.
- i. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

5. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a request for a proposal a prospective bidder/contractor certifies that it shall report in writing to the Municipality any error or inconsistency discovered in the plans, proposal, specifications, or contract documents immediately upon discovery of such error or inconsistency.
- b. By submitting a request for a proposal a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

6. Availability of Lands for Work, Etc.

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in the existing facilities are to be obtained and paid for by the Municipality unless otherwise provided for in the contract documents.

7. Familiarity with Laws, Ordinances and Regulations

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.

- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.

8. Late Submissions, Modifications, and Withdrawal of Bids

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph a. of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the Municipality on the proposal wrapper, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or it's authorized agent if , before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publically opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

10. Pre-Contract Award

Definitions: As used in this provision.

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

Protests shall be served on the Municipality by obtaining written and dated acknowledgement from Town Administrator

All protests shall be resolved first by the municipality’s contracting officer and if that resolution is unacceptable to the bidder, then by the Municipal Legislative Body who’s decision shall be final. See Section P item no. 24 Grevenge Resolutions.

11. Rejection of Proposals

- a. A Proposal may be declared “Informal” and hence rejected if it shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. A proposal may be rejected at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, or that of the awarding authority, the best interests of the Municipality, or the awarding authority, will be served.
- d. A proposal submitted without a completed Debarment and Non-Collusion Affidavit will be rejected.
- e. A proposal submitted without a signed Contractors Equal Employment Certification Form will be rejected.
- f. A proposal submitted without a Bid Guarantee will be rejected.
- g. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality’s requirements.
- h. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Local Project Manager. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.

- i. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the Agency's Policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10.

12. Contract Award

- a. The municipality will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering only price and any price related factors specified in the solicitation.
- b. Opened proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal's Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. If the apparent low bid received in response to this solicitation exceeds the municipality's available funding for the proposed work the municipality may reject the bid.
- d. The municipality may reject any and all bids, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment the best interests of the municipality will be served.
- e. The municipality may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- f. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- g. Prior to signing a construction contract, the successful bidder must verify that they are registered with the Vermont Secretary of State to do business in the State of Vermont.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in rejection of the bid. Proposal guarantees of the two lowest

bidders that have submitted proposals that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all proposals may be rejected and all guarantees may be returned.

14. Contract Bonds

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

15. Signing the Contract

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within 15 calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the proposal guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to inaction of the lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal, the proposal guaranty accompanying the proposal shall become the property of the Municipality, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

16. Taxes and Insurance Requirements

Taxes and insurance for this project shall be in conformance with Section 103 of the VAOT Standard Specifications for Construction 2006 Edition. For this project the following limits for Commercial Liability and Automobile coverage apply:

Commercial Liability:

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

Automobile Liability:

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

17. Prompt Pay Compliance

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

18. Preconstruction Conference

a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality and its Engineer, and other interested parties convened by the Municipality. 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.

19. Waste Borrow and Staging Areas

- a. The opening and use of off site waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VAOT Standard Specifications for Construction, 2006 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 VAOT Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization. No work will be

performed at off site 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 VAOT web site at <http://www.aot.state.vt.us/TechServices/EnvPermit/erosionpreventionandsedimentcontrol.htm>

20. DBE Requirements

a. There are to be no mandatory Contract goals for DBE compliance on this project. Bidders are advised, however, that a list of Subcontractors and approximate Contract Values will be required as part of the fully executed Contract for the successful Bidder as a means of evaluating DBE participation.

21. Contaminated Soils

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 Natural Resources at (802) 828-2797.

22. Contract Documents

The following documents are included in this proposal and are effective for this contract. Proposal holders are reminded to check the contents of this proposal against the following index. In the event that you suspect or determine the proposal is incomplete, notify the Town Administrator

- A. Invitation For Bids
- B. Instructions To Bidders
- C. Bid Proposal Form
- D. Performance Bond
- E. Payment Bond
- F. Agreement
- G. Certificate of Acknowledgment of Contractor of a Corporation for Contract Agreement10
- H. Notice of Award
- I. Notice to Proceed
- J. Change Order
- K. Contractor's EEO Certification Form
- L. Debarment And Non-Collusion Affidavit
- M. General Contractor's Or Subcontractor's Release And Waiver of Lein
- N. Certificate Of Substantial Completion
- O. Certificate Of Final Completion Of Work
- P. Special Conditions For This Project
- Q. Hazardous Materials And Historic Preservation
- R. Off-Site Activity Exemption Record, Frequent Questions, & Submittal Forms
- S. Req. Contract Provisions Federal-Aid Construction Contracts FHWA Form 1273
- T. Standard Federal EEO Specifications, (Executive Order 11246) CA-26
- U. VTrans Contractor Workforce Reporting requirements Form CA-26A
- V. US Dep of Labor Davis-Bacon Rates, as amended by VT ACT 54
- W. Certification For Federal-Aid Contracts CA-163
- X. Minimum Labor and Truck Rates CA-101
- Y. Disadvantaged Business Enterprise (Dbe) Policy Contract Requirements CA-110
- Z. Work Zone Safety and Mobility Guidance Document August 2007
- AA. Categorical Exclusion Documentation
- BB. VTrans Utility 19 VSA Sec. 1111 Permit
- CC. VTrans Rights of Way Section Certificate
- DD. VTrans General Special Provisions For All Projects
- EE. VTrans Materials & Research Documentation & Submittal Forms
- FF. VTRans Prompt Pay Compliance Information

C. Bid Proposal Form

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

(a corporation, a partnership, or an individual)

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

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

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is October 31, 2013.

Bidder acknowledges receipt of the following Addenda:

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

This Bid shall be filled in by the Bidder, written IN WORDS AND IN FIGURES and the extensions properly made in figures.

BID PROPOSAL FORM WORKSHEET
WAITSFIELD STP BIKE(24)S

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.11	CLEARING AND GRUBBING	ACRE	1		
	UNIT PRICE IN WORDS :				
201.15	REMOVING MEDIUM TREES	EACH	4		
	UNIT PRICE IN WORDS :				
203.15	COMMON EXCAVATION	CY	1500		
	UNIT PRICE IN WORDS :				
203.16	SOLID ROCK EXCAVATION (FOR REMOVAL OF EXISTING SIDEWALK)	CY	350		
	UNIT PRICE IN WORDS :				
203.28	EXCAVATION OF SURFACES AND PAVEMENTS - INCLUDES SAW CUTTING FULL DEPTH	CY	350		
	UNIT PRICE IN WORDS :				
203.35	GRAVEL BACKFILL FOR SLOPE STABILIZATION	CY	150		
	UNIT PRICE IN WORDS :				
203.4	FINE GRADING-SUBGRADE	LF	3750		
	UNIT PRICE IN WORDS :				
301.26	SUBBASE OF CRUSHED GRAVEL (FINE GRADED) [NOTE: RIGID INSULATION BOARD, IF REQUIRED BY RESIDENT ENGINEER, SHALL BE SUBSIDIARY TO SUB BASE MATERIALS]	CY	650		
	UNIT PRICE IN WORDS :				
406.25	BITUMINOUS CONCRETE PAVEMENT - IN DRIVES FROM SIDEWALK TO ROW IN VILLAGE & LARGE AREA AT STA 23+25 -3" DEPTH	TON	20		
	UNIT PRICE IN WORDS :				
601.0915	18" CPEP	LF	100		
	UNIT PRICE IN WORDS :				
604.2	PRECAST REINFORCED CONC. CATCH BASIN WITH CAST IRON GRATE	EACH	5		
	UNIT PRICE IN WORDS :				
604.4	CHANGING ELEVATION OF DROP INLETS, CATCH BASINS OR MANHOLES	EACH	20		
	UNIT PRICE IN WORDS :				
604.47	CAST IRON GRATE WITH FRAME, TYPE D	EACH	20		
	UNIT PRICE IN WORDS :				
613.1	STONE FILL, TYPE I	CY	4		
	UNIT PRICE IN WORDS :				
616.21	VERTICAL GRANITE CURB	LF	3600		
	UNIT PRICE IN WORDS :				
616.4	REMOVING AND RESETTNG CURB STA 51+34 R TO 60+57 R. (CONTRACTOR TO ASSESS INTEGRITY OF EXISTING CURBING, RESET AND STRAIGHTEN , AS DIRECTED BY RESIDENT ENGINEER)	LF	800		
	UNIT PRICE IN WORDS :				
616.41	REMOVAL OF EXISTING CONCRETE CURB	LF	3800		
	UNIT PRICE IN WORDS :				
617.1	RELOCATE MAIL BOX, SINGLE SUPPORT	EACH	6		
	UNIT PRICE IN WORDS :				
617.12	RELOCATE MAIL BOX, MULTIPLE SUPPORT	EACH	1		
	UNIT PRICE IN WORDS :				
618.1	PORTLAND CEMENT CONCRETE SIDEWALK (5 INCH THICK AND 8" THICK AT COMMERCIAL DRIVES)	SY	4000		
	UNIT PRICE IN WORDS :				
618.3	DETECTABLE WARNING SURFACE (CAST IRON)	SF	140		
	UNIT PRICE IN WORDS :				
620.55	REMOVAL OF EXISTING FENCE	LF	300		
	UNIT PRICE IN WORDS :				

BID PROPOSAL FORM WORKSHEET
WAITSFIELD STP BIKE(24)S

621.205	BOX BEAM GUARD RAIL (8-FT POSTS)	LF	200		
	UNIT PRICE IN WORDS :				
621.8	REMOVAL AND DISP OF GUARD RAIL	LF	100		
	UNIT PRICE IN WORDS :				
630.15	FLAGGERS	HR	500		
	UNIT PRICE IN WORDS :				
635.11	MOBILIZATION / DEMOBILIZATION	LS	1		
	UNIT PRICE IN WORDS :				
641.1	TRAFFIC CONTROL	LS	1		
	UNIT PRICE IN WORDS :				
646.214	6" WHITE LINE (PAINT)	LF	14000		
	UNIT PRICE IN WORDS :				
646.31	CROSSWALK MARKING W/ DIAGONAL LINES (PAINT) (MAD RIVER GLEN SHOPPING CENTER MAIN ENTRANCE & BRIDGE STREET)	LF	100		
	UNIT PRICE IN WORDS :				
646.492	BICYCLE STENCIL PAVEMENT MARKING (DURABLE)	EACH	8		
	UNIT PRICE IN WORDS :				
651.15	SEED	LB	1000		
	UNIT PRICE IN WORDS :				
651.18	FERTILIZER	LB	1000		
	UNIT PRICE IN WORDS :				
651.2	AGRICULTURAL LIMESTONE	TON	2		
	UNIT PRICE IN WORDS :				
651.25	HAY MULCH	TON	4		
	UNIT PRICE IN WORDS :				
651.35	TOPSOIL	CY	800		
	UNIT PRICE IN WORDS :				
656.3	DECIDUOUS TREE -3" CALIPER RED OAKS	EACH	17		
	UNIT PRICE IN WORDS :				
656.85	TREE PROTECTION ZONES (TPZ)	LS	1		
	UNIT PRICE IN WORDS :				
675.2	TRAFFIC SIGN , TYPE A (6) BIKE LANE & SHARE THE ROAD	SF	20		
	UNIT PRICE IN WORDS :				
675.5	REMOVING SIGNS	EACH	6		
	UNIT PRICE IN WORDS :				
675.6	ERECTING SALVAGED SIGNS (ASSUME NEW POSTS NEEDED)	EACH	6		
	UNIT PRICE IN WORDS :				
675.301	(12) FLANGED CHANNEL SIGN POSTS (ASSUME 15-FT EACH. INCLUDES ALLOWANCE FOR NEW POSTS FOR 6-SALVAGED SIGNS)	LF	180		
	UNIT PRICE IN WORDS :				
900.608	EXCAVATION, MANAGEMENT, AND DISPOSAL OF CONTAMINATED SOILS AND GROUNDWATER	CY	1		
	UNIT PRICE IN WORDS :				

D. Performance Bond

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

As, _____ hereinafter called Principal,
(Corporation, Partnership or Individual)

And _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Waitsfield
_____ (Name of Owner)

9 Bridge Street, Waitsfield, VT 05673
_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

Waitsfield Transportation Path STP BIKE (24)S

Now, therefore, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contact to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____ .

ATTEST:

Principal

(Principal Secretary)

(SEAL)

By: _____ (s)

Address: _____

Witness as to Principal

Address: _____

Surety

ATTEST:

By: _____
Attorney-in-Fact

Address: _____

Witness as to Surety

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

E. Payment Bond

KNOW ALL MEN OR WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Waitsfield
(Name of Owner)

9 Bridge Street, Waitsfield, VT 05673
(Address of Owner)

hereinafter called Owner, in the penal sum of _____ dollars \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The Condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is here to attached and made a part hereof for the construction of:

Waitsfield Transportation Path STP BIKE (24)S

Now, therefore, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work and for all insurance premiums on said Work, and for all labor performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____ .

ATTEST: _____
Principal

(Principal Secretary)

(SEAL) By: _____(s)

Address: _____

Witness as to Principal

Address: _____

Surety

ATTEST: _____
By: _____
Attorney-in-Fact

Address: _____

Witness as to Surety

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

F. Agreement

THIS AGREEMENT, is made this _____ day of _____, 20__, by and between Town of Waitsfield, hereinafter called the "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR will commence and complete the construction of the **Waitsfield Transportation Path STP BIKE (24)S** Project as described in the CONTRACT DOCUMENTS.
- 2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, traffic control measurements, and other services necessary for the construction and completion of the PROJECT described herein.
- 3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED and will complete the same by _____, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay liquidated damages, as defined in Section 108.12 of the 2006 Standard Specifications for Construction for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.
- 4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein as shown in the BID schedule. The CONTRACTOR shall perform a minimum of 50% of the work with their own forces.
- 5. The term "CONTRACT DOCUMENTS" means and includes each and every one of the following, in their individual entireties:
 - (A) PROJECT MANUAL includes Bidding Requirements, Contract Forms, Special Provisions, and Supplemental Specifications and Permits.
 - (B) DRAWINGS prepared by Bannon Engineering, and Dated _____.
 - (C) ADDENDA:
 - 1. Date _____
 - 2. Date _____
 - 3. Date _____
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER: TOWN OF WAITSFIELD

Name _____

Signature _____

Title _____

(SEAL)

Attest _____

Name _____

Title _____

CONTRACTOR:

Firm _____

Name and Title _____

Signature _____

Address _____

(SEAL)

Attest: _____

Name: _____

Title _____

G. Certificate of Acknowledgment of Contractor of a Corporation for Contract Agreement

State of (_____)

County of (_____)
ss:

On this _____ day of _____, 20__,

before me personally came _____,

to me known, who being duly sworn did say as follows: that he/she

resides at _____

and is the _____

of _____, the corporation

described in and which executed the foregoing instrument; that he knows the corporate seal of

said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it

was so affixed by order of the Board of Directors of said corporation; and that by the like order

he/she signed thereto his/her name and official designation.

Notary Public _____

(Seal)

My commission expires _____

H. Notice of Award

To: _____

PROJECT Description: **Waitsfield Transportation Path STP BIKE (24)S**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Information for Bidders, dated _____, 20__.

You are hereby notified that your BID has been accepted for all items, in the amount of \$_____.

You are required by the Information for Bidders and Special Conditions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance, within five (5) business days from the date of this Notice to you.

If you fail to execute said Agreement and do not furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD for the project is hereby acknowledged.

By: _____ Date: _____

Title: _____

I. Notice to Proceed

To: _____

Date: _____

Contractor _____

Project: Waitsfield Transportation Path STP BIKE (24)S

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, 20__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20__.

Owner: Town of Waitsfield

by: _____

Title: _____

Signature: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: _____

Name: _____

Title: _____

Signature: _____

Date: _____

J. 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: _____

K. Contractor's EEO Certification Form

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Town Administratorthe Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company	By	Title
---------	----	-------

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

L. Debarment And Non-Collusion Affidavit

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, _____ representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

_____ (Project Name)

_____ project located on _____
(Project Number)

Bids opened at _____
(Town or City)

Vermont on _____, 20____ .
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: _____ No _____ Yes. (If yes complete back of this form.)

Sworn to before me this _____

_____ day of _____, 20____

(Name of Individual, Partnership or Corporation)

(Signature of Official Authorized to Sign Contracts) L.S.

(Notary Public)
(My commission expires _____)

(Name of Individual Signing Affidavit) L.S.

(Title of Individual Signing Affidavit) L.S.

CA-91

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

M. General Contractor's Or Subcontractor's Release And Waiver Of Lien

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

(Project Name and Owner)

_____, Vermont as of _____
(Date)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property hereinabove described in behalf of the undersigned, have been paid in full to date of this waiver, or will be paid from these funds.

\$ _____
Total Paid to Date This Contract Current Payment Due

\$ _____
Total Billed to Date This Contract Contractor/Sub-Contractor

(Witness)

Contractor/Subcontractor

By: _____

Title: _____

(Witness)

N. Certificate Of Substantial Completion

Owner's Project No.: _____ Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract For: _____

Project or Specified Part Shall Include _____

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: _____
(Owner)

And To: _____
(Contractor)

Date of Substantial Completion: _____

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project is hereby declared to be substantially completed on the above date.

If a tentative list of items to be completed or corrected is appended hereto, the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the Contract Documents and contract time.

O. Certificate Of Final Completion Of Work

CERTIFICATE OF FINAL COMPLETION OF WORK

Contract No.: _____ Agreement Date: _____

Contract Description: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

Date _____ CONTRACTOR: _____
Signature: _____
Title: _____

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes.

Date _____ ENGINEER: _____
Signature: _____
Title: _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$ _____

OWNER: _____
Date: _____
Authorized Representative: _____
Title: _____

P. Special Conditions For This Project

1. *Standard Specifications*
2. *Town Contact*
3. *Liquidated Damages*
4. *Labor Supply*
5. *Wage Rates*
6. *FHWA-1273*
7. *Prompt Pay Compliance*
8. *Permits*
9. *Incidental Contract Items*
10. *Temporary Construction Signs*
11. *Temporary Barricades*
12. *Permanent Signs*
13. *Manual on Uniform Traffic Control Devices*
14. *Highway Parking Restrictions*
15. *Hours of Work*
16. *Drive Access*
17. *Emergency Work*
18. *Utility Work*
19. *Maintenance of Utility Services*
20. *Waste, Staging and Borrow Areas*
21. *Testing and Inspection Requirements*
22. *Explosive Material & Use of Explosives*
23. *Preconstruction Meeting*
24. *Grievance Procedure*
25. *Contaminated Soil Procedure*

1. STANDARD SPECIFICATIONS

The project shall be performed in all respects in accordance with all of Sections of the VTrans Standard Specifications for Construction, 2006 Edition, the VTrans General Special Provisions for all projects, and the Special Provisions. Specific reference within the Contract Documents to one or more divisions, sections, or subsections of the VTrans Standard Specifications for Construction, 2006 Edition, is intended as an amplification of the direction in the Section, and not in contravention or derogation thereof.

2. TOWN CONTACT

The Town Contact for this project is:

Town Administrator
9 Bridge Street
Waitsfield, VT 05673
Phone: (802) 264-5500

3. LIQUIDATED DAMAGES

Liquidated damages in accordance with the table of DAILY CHARGE FOR LIQUIDATED DAMAGES FOR EACH WORKING DAY OF DELAY in subsection 108.12 of the VTrans Standard Specifications will be assessed for each working day after the date specified in the Agreement. The Total Base Bid Price of the original Contract Amount for the entire project shall be used to determine the daily charge.

4. LABOR SUPPLY

Available workers for this Contract may be obtained from Manager, Employment & Training, Barre, VT. The latest edition of the DBE registry can be obtained from the Office of Civil Rights and Labor's Webpage at the following address: www.aot.state.vt.us/CivilRights.

Contractors that do not have access to the internet may obtain a copy from the Office of Contract Administration upon request.

5. WAGE RATES

U.S. Department of Labor Davis-Bacon wage rates are applicable to this Contract. Copies of the applicable rates are included in this Bid package in the Project Manual.

6. FHWA 1273

The Contract requirements of form FHWA-1273 "Required Contract Provisions Federal-Aid Construction Contracts" included in the Project Manual are hereby modified by deleting Section VI "RECORD OF MATERIALS, SUPPLIES, AND LABOR" in its entirety.

7. **PROMPT PAY COMPLIANCE**

Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of receipt of the primes payment by the Owner. The Contractor shall comply fully with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended.

8. **PERMITS**

HISTORIC AND ARCHAEOLOGICAL STIPULATIONS:

Historic buildings and structures are located in the Village of Waitsfield. Proposed construction will not affect these features. There are no archeologically sensitive areas in the project area.

ARMY CORPS OF ENGINEERS GENERAL PERMIT:

Army Corps of Engineers Section 404 Permit is not required.

PROGRAMMATIC CATEGORICAL EXCLUSION:

This project qualifies for "Environmental Impact and Related Procedures – Categorical Exclusion" pursuant to 23 CFR 771.117 (20)(d)(1) and 23 CFR 771.117 (20)(c)(1).

ACT 250:

Not Applicable

Stormwater Permit:

Not Applicable –additional impervious areas below threshold

Construction General Permit:

Notice of Intent for Coverage Under Vermont Stormwater Construction General Permit 3-9020 is to be completed by Contractor upon issuance of Notice to Proceed. This Project is likely considered Low Risk. Is included, Prime Contractor to also SIGN as Coapplicant of the Construction General Permit.

Wastewater System and Portable Water Supply Permit:

Not Applicable

Vermont Agency of Transportation, 19 V.S.A. Section 1111 Permit:

Permit ID# 34981

Right-of-Way Certificate:

Right-of-Way Certificate dated March 11, 2010

Off-Site Activity Exemption Record / Off-Site Activity Submittal:

To be completed by the contractor and filed with the Resident Engineer and other applicable entities.

9. INCIDENTAL CONTRACT ITEMS

Payment for any item of WORK, required by the CONTRACT DOCUMENTS, but not specifically listed as a separate item on the BID form, shall be considered as included in the price stated for several items in the proposal and will not be paid for as a separate item. This shall particularly apply to items that may be specified in the VAOT STANDARD SPECIFICATIONS but not included as a separate BID item. These items shall be considered incidental to the main item of WORK and be included in the unit price bid stated in the proposal.

Clean-up, disposal of waste, construction signage and work zone traffic control, temporary erosion prevention and sediment control as described per sections 105.22 – 105.29 VTrans Standard Specifications, restoration or repair of any damaged, undermined or displaced existing features such as pavement, curb, sidewalk, or landscaping, etc., shall be done at the expense of the CONTRACTOR and will not be paid for directly but will be considered incidental to the Contract items involved.

10. TEMPORARY CONSTRUCTION SIGNS

The Contractor shall erect and maintain adequate construction signing for protection of the public on all Project streets and adjacent streets in accordance with sections 104.04, 107.07, 107.08, and 107.09 VTrans Standard Specifications and Design Standards.

All temporary construction signs shall meet the following requirements:

- A. All sign stands and post installations shall be National Cooperative Highway Research Program Report 350 (NCHRP 350) compliant.
- B. As a minimum, roll up sign material shall have ASTM D 4956-01 Type VI fluorescent
- C. orange retroreflective sheeting.
- D. All post-mounted signs and solid substrate portable signs shall have ASTM D 4956-01 Type VII, Type VIII, Type IX fluorescent orange retroreflective sheeting.
- E. All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM Type III sheeting.
- F. All stationary signs shall be mounted on two 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2 ¼" galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.
- G. Prior to placing all temporary work zone signs on the project, the Contractor must furnish for the Engineer's approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 4 inches above ground level and bolts for sign post.
- H. Construction signs shall be installed as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives or town highways.
- I. Speed Zones, if used, shall be a maximum 10 mph below existing posted speeds.
- J. Temporary speed limit certificates must be approved by the Town Administrator, Program Development or the District Transportation Administrator of the area.

11. TEMPORARY BARRICADES

The Contractor shall provide and maintain temporary barricades in all locations where any hazard to the public may occur or as ordered by the Owner or to protect public safety as described in portions of section 107 VTrans Standard Specifications.

12. PERMANENT SIGNS

All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM Type III sheeting.

13. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The Contractor shall have available on the project the current editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the Traffic Control Devices Handbook. These references can be ordered from: Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Information for obtaining these publications may be found at: <http://mutcd.fhwa.dot.gov/index.htm>.

14. HIGHWAY PARKING RESTRICTIONS

Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of the highway. All trucks or equipment so stopped or parked shall be at least 4 feet from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway will not be permitted unless authorized by the Engineer to meet field conditions.

Private automobiles or workers will not be permitted to stop or park on the shoulders or right-of-way of the highway.

Each of the Contractor's trucks or equipment used for the construction of this project and permitted to park or stop as provided above shall be equipped with flashing light signals on the front and rear and the signals shall be operating at all times when parked or stopped on the highway unless otherwise authorized by the Engineer.

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

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

Two-way radios shall be provided by the Contractor when requested by the Engineer for use by traffic control personnel. All costs for furnishing and using two-way radios will not be paid for directly, but will be considered incidental to all other Contract items.

15. HOURS OF WORK

Work shall be completed between the hours of 7:00 am and 5:30pm Monday through Saturday, except during holiday periods.

The Contractor may not work on the day before or the day after a holiday unless special permission is requested from the Owner to do so.

Temporary exceptions to the above may be considered due to:

- Protection of work from severe weather such as flooding or extreme cold.
- Completion of critical types of work such as pouring or finishing of concrete started within the normal workday.

Prior written permission for temporary exceptions must be obtained by the Contractor from the Owner and Engineer.

Planned exceptions to the normal schedule may be considered. If the Contractor desires a variance to the normal schedule, a request must be submitted in writing to the Owner and Engineer. Any request for work schedules outside the normal periods must be accompanied by a corresponding period of time subtracted from the stated contract time (completion date).

The Owner will not consider any schedule proposal which increases the total work period such that the resident representative's time requirements are increased.

Owner maintains the right to require temporary shutdown of work with reasonable notice to accommodate special events in the project area.

Anticipated holidays or weekends include but are not limited to: Memorial Day (both observed days), The Fourth of July, Labor Day and Columbus Day.

The Contractor shall not carry on construction operations on Sunday except as authorized by the Town and Resident Engineer.

The above limitations will not apply for the purposes of maintenance, emergency repairs and proper protection of the work, which includes, but is not limited to, the curing of concrete and for the repairing and servicing of equipment. The above limitation in no manner whatsoever relieves the Contractor of any responsibility for the work involved as set forth in subsection 107.18, or in any other applicable requirement.

16. DRIVE ACCESS

The Contractor shall maintain safe access to all driveways, business entrances and intersecting side roads at all times during the construction of this project.

17. EMERGENCY WORK

Prior to commencing construction, the CONTRACTOR shall submit a list of personnel to be called should any emergency work be required within the project limits during non-working hours. This list, provided to the OWNER, shall include telephone numbers (land lines and cellular), pager numbers, and addresses of the CONTRACTOR'S personnel who are authorized and capable of operating all necessary equipment. If the CONTRACTOR is not available to perform the required repairs, the OWNER or its assigns will perform the required work and reduce the CONTRACT value by a like amount plus 15% administrative costs and all related expense.

18. UTILITY WORK

The CONTRACTOR shall be solely responsible for locating, marking, working around and in the vicinity of all utilities and for notifying utility companies of work affecting respective utility lines and poles. This work shall be coordinated by the CONTRACTOR and is incidental to the project.

Wherever culverts, sewers, drains, manholes, catch basin connections, water mains, valve chambers, electric conduits, telephone conduits, utility poles, overhead lines, or other existing facilities are encountered, they shall be protected and firmly supported by the CONTRACTOR at his/her own expense, by methods approved by the authority having control of the above or below ground structure, until excavation is backfilled and the existing structures are made secure.

Damage to any such structures, caused by or resulting from the CONTRACTOR'S operations, shall be repaired at the CONTRACTOR'S expense within a time period that will not place an unreasonable burden on the users. The authority having charge of any particular underground structure shall be notified promptly of damage to its structure.

Pipes or other underground structures encountered in excavating or trenching shall be adequately supported by the CONTRACTOR using methods acceptable to the utility and OWNER.

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

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the utility companies and or the Town of Waitsfield.

Act No. 86 of 1987 (30 VSA Chapter 86) ("Dig Safe") requires that notice be given prior to making an excavation. It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before, and not more than 30 days before, beginning any excavation at any location.

There exists a fiber optic and telecom lines in the project area that are owned by Waitsfield and Champlain Valley Telecom. It is a main line. It is extremely important that this line not get damaged in any way during the course of construction. The CONTRACTOR shall coordinate with Waitsfield and Champlain Valley Telecom to locate all utilities before beginning any excavation at any location.

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

19. MAINTENANCE OF UTILITY SERVICES

The CONTRACTOR shall maintain all existing utility services to homes and businesses at all times and cooperate with utilities as described in section 105.07 VAOT STANDARD SPECIFICATIONS.

20. WASTE, STAGING AND BORROW AREAS

If the Contractor requires a waste, staging and/or borrow area, these areas shall be controlled, opened, maintained and closed in accordance with all portions of sections 105.25, 105.26, 105.27, 105.28 VTrans Standard Specifications. The Contractor will be required to obtain all permits necessary, including but not limited to a Construction General Permit and Act 250 Permit, to open and/or operate a waste, staging or borrow area. The permit information is included in Attachment F of the Project Manual, and shall be completed by the contractor and filed with the Resident Engineer and other applicable entities before any construction work can start.

21. TESTING AND INSPECTION REQUIREMENTS

All materials shall conform to the applicable sections of Division 700 VTrans Standard Specifications. All sampling and testing shall be the duty of the Independent Testing Firm.

Testing shall be completed in accordance to the Material Sampling and testing table contained in this document. All sampling and testing shall be the duty of the Construction Inspection Firm. All base materials will be tested by a testing lab approved by the Town in accordance with these Specifications. Sieve analysis shall be performed at minimum intervals as specified below.

A. General - A final walk-through inspection will be made of the project by the Owner, Contractor, VTrans and the Engineers.

B. Road Inspection Schedule - One (1) day notice for all inspection will be given by the Contractor to the Owner, VTrans and the Engineer.

The Engineer or Owner will be notified twenty-four (24) hours in advance to inspect the construction of any and all work at the following phases of construction:

- Preparation of subgrade;
- Installation of fill materials;
- Completion of finished grading;

A final inspection will be made after the completion of the sidewalk, curbs, and driveways, lines and stripes. The following general checklist will be used at final inspection:

- Settlement, depression, or imperfections in finish surface;
- Seeding and erosion control on cut and fill slopes;
- Surface drainage (during rainstorm);
- General appearance;
- Material testing results, lab reports, and record drawing completed and on file.

C. Site Inspection - All facilities will be inspected upon completion of the project using the following checklist:

- Ditches and outlets clean;
- Erosion control measures completed;
- General appearance; and
- Material testing results, lab reports, manufacturer's certificates, and record drawings complete and on file.

Materials certifications shall be completed and signed for the items listed in "Project Items Requiring Certification" page included in the Project Manual and prior to payment of the item.

22. EXPLOSIVE MATERIALS AND USE OF EXPLOSIVES

Work shall be performed in accordance with all portions of sections 106.08, 107.11 and 107.12 VTrans Standard Specifications.

23. PRECONSTRUCTION MEETING

In addition to the CONTRACTOR'S Principal and Project Superintendent, the following individuals or their designated representatives shall be invited to the pre-construction meeting:

Valerie Capels	Waitsfield Town Administrator	802-496-2218
Bill Preis	VTrans LTF Project Manager	802-828-5608
Wayne Gammell	VTrans MaintenanceTransportation Administrator	802-828-2691
Mark Bannon	Engineer, Bannon Engineering Design Consultant	802-728-6500

24. GRIEVANCE PROCEDURE

- a. The following grievance procedure shall govern all disputes arising under and claims for additional compensation or time, or both, with respect to this project.
- b. If any person, organization or agency believes they have a grievance with the OWNER / ENGINEER due to their action(s) or omission(s), they should first attempt to resolve the grievance informally with the Construction Inspection Representative (Engineer). If this is not possible, the person believing himself to have been aggrieved should send a letter to the (Engineer) explaining his grievance in as much detail as possible and request an audience with Waitsfield's Town Administrator.
- c. Within five (5) working days of receipt of this letter, the section head or designee must schedule a meeting with the alleged aggrieved person, the (Engineer), and the Waitsfield's Town Administrator, and all other parties directly involved, and notify the alleged aggrieved party and all other parties in writing of the date, time, and location of this meeting. THE meeting must be set within thirty (3) calendar days of receipt of the letter of grievance. The Waitsfield's Town Administrator may, at her discretion, conduct the meeting as an informal meeting or a formal hearing. If the grievance cannot be satisfied in one meeting, the Waitsfield's Town Administrator may schedule as many as two additional meetings within thirty (3) calendar days of the first meeting or she may ask that the grievance be heard at the next regularly scheduled meeting of the SELECTBOARD. If the grievance cannot be resolved in two meetings, with the WAITSFIELD SELECTBOARD, this unresolved grievance will than follow Section 105.02 THE TRANSPORTATION BOARD TO BE REFEREE for final resolution.

25. CONTAMINATED SOIL PROCEDURE

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 Natural Resources at (802) 828-2797.

Special 900.608

EXCAVATION, MANAGEMENT, AND DISPOSAL OF CONTAMINATED SOILS AND
GROUNDWATER

xx. DESCRIPTION. This work shall consist of excavating and properly disposing of contaminated soils from roadways, sidewalks, railways, and stormwater treatment facilities in reasonably close conformity with the lines, grades, and typical cross sections shown on the Plans or established by the Engineer. The work shall include proper identification, classification, excavation, removal, treatment, transportation, and final placement of the contaminated soils.

This work may also include management, treatment, and disposal of contaminated groundwater, if encountered.

xx. CLASSIFICATION. The work shall be classified as follows:

(a) Petroleum Contaminated Soils. Petroleum contaminated soils will be classified in accordance with the latest edition of the Vermont Agency of Natural Resources *Agency Guidelines for Petroleum Contaminated Soil and Debris* (ANR Guidelines).

Petroleum contaminated soils requiring either on-site or off-site remediation shall be identified as Class I Contaminated Soils, defined as follows:

Class I contaminated soils exhibit a volatile organic compound (VOC) concentration ranging from 1.0 to 100 parts per million (ppm) as measured by a properly calibrated photo ionization detector (PID) following the field screening guidelines outlined in the ANR Guidelines.

Petroleum contaminated soils not suitable for on-site or off-site remediation shall be identified as Class II Contaminated Soils, defined as follows:

Class II contaminated soils exhibit a VOC concentration ranging from 100 to 1000 ppm as measured by a properly calibrated PID following the field screening guidelines outlined in the ANR Guidelines.

(b) Contaminated Soils Designated as Hazardous Waste. Soils classified as Hazardous Waste shall be identified as Class III Contaminated Soils, defined as follows:

Class III contaminated soils include petroleum contaminated soils which exhibit a VOC concentration greater than 1000 ppm as measured by a properly calibrated PID following the field screening guidelines outlined in the ANR Guidelines, as any soils containing Listed or Characteristic hazardous waste. These soils include coal tar, heavy and toxic metals, solvents, chemicals, and/or any other classified or unclassified contaminant.

The ANR Guidelines can be found at the following website address:

http://www.anr.state.vt.us/dec/wastediv/sms/pubs/Petro_soils96.pdf

For information regarding the remediation and/or disposal plan, contact the Agency's Hazardous Materials and Waste Coordinator. The information provided to the Contractor by the Hazardous Materials and Waste Coordinator is presented in good faith and is not intended to be a substitute for any investigation that the Contractor may conduct on their own. The Contractor is encouraged to conduct an investigation to define the degree and extent of soil and groundwater contamination in an effort to establish the parameters of the required remediation and/or disposal plan.

- (c) Contaminated Groundwater. If contaminated groundwater is encountered and must be dewatered to complete construction of subsurface infrastructure, the Contractor shall engage an environmental consultant to develop and implement a wastewater management plan. The wastewater management plan shall be submitted to, and approved by, ANR and the City of Barre in conjunction with the Engineer.

The wastewater management plan shall include storage, sampling, monitoring, and treatment methods for contaminants of concern.

Contaminated groundwater shall be stored in container(s) constructed of materials compatible with the contaminants encountered. Additionally, the container(s) shall be of adequate volume to store all contaminated groundwater generated during dewatering efforts. A FRAC Tank with a minimum capacity of 18,000 gallons is commonly used for excavation dewatering storage and is considered to meet the storage requirements above.

The sampling and monitoring methodology will be dependent on the treatment method selected. Treatment methods include reinjection, carbon filtration, air stripping, fractionation tank storage, and carbon filtration, or disposal at a wastewater treatment plant.

If treated wastewater is destined to be discharged to surface water, the engaged consultant shall apply for and receive a wastewater discharge permit (General Permit 3-9004). The permit application shall be reviewed and authorized by the Agency of Natural Resources and the City of Barre prior to implementation.

All contaminated groundwater shall be managed, stored, treated, and/or disposed in accordance with ANR *Guidance for Construction of Public Works Projects in Areas Where Contamination is Suspected or Known*.

This guidance can be found at the following website address:

http://www.anr.state.vt.us/dec/wastediv/sms/pubs/waterline_guide.pdf.

For information regarding guidance in developing the remediation and/or disposal plan, the Contractor shall contact the Agency of Natural Resources, Waste Management Division.

xx. GENERAL CONSTRUCTION REQUIREMENTS. The Contractor shall either follow the remediation and/or disposal plan developed by ANR or submit an alternate remediation and/or disposal plan which must be approved by ANR and the Engineer prior to implementation.

Unless otherwise directed in writing by the Engineer, the Contractor shall comply with all provisions of the remediation/disposal plan.

All changes to the remediation/disposal plan ordered in writing by the Engineer will be paid for as Extra Work.

The Contractor shall hire a qualified consultant who shall prepare a site specific Health & Safety Plan, train site workers, monitor contamination levels of excavated soils, and ensure that the remediation/disposal plan is followed. Complete copies of the details of the plan and program shall be provided to the Engineer.

The Agency's Hazardous Materials and Waste Coordinator, or his/her representative, may also monitor the contamination levels of the excavated soils for the Engineer and ensure that the remediation and/or disposal plan is fully followed.

If during the excavation of petroleum contaminated soil, the Contractor encounters any condition or situation which is different from that expected, the Contractor shall immediately notify the Engineer. All excavation operations in the contaminated area shall cease until the condition or situation can be evaluated. The evaluation shall include, but is not limited to, the determination of health or other hazards to the Contractor's personnel and the immediate neighborhood, the possibility of explosion, requirements for protective clothing, and special excavation or transportation requirements.

In the event that unidentified hazardous waste or contaminated soils are encountered during construction beyond those areas identified in the plans, the Contractor shall excavate and properly dispose of the contaminated soils as necessary and be compensated under the same Contract items applied to those areas of identified contamination.

All compensation for groundwater management requirements will be made under a Supplemental Agreement in accordance with Subsection 109.06.

The Engineer will decide whether to leave the excavation open and exposed, whether barrier fence shall be erected around the excavation to act as a visible barrier, or whether to backfill it while the Agency and the Contractor are evaluating the situation and negotiating the Supplemental Agreement(s). The cost of installing barrier fence or backfilling the excavated area, if either is required, will be included in the Supplemental Agreement(s).

No additional compensation or allowance for additional Contract time will be made for any delays incurred waiting for an agreement(s) to be executed, for failure to make an agreement(s), nor for any delays incurred in executing the remediation and/or disposal plan(s).

xx. METHOD OF MEASUREMENT. The quantities of Special Provision (Excavation of Petroleum Contaminated Soils, Class I), Special Provision (Excavation of Petroleum Contaminated Soils, Class II), and Special

Provision (Excavation of Contaminated Soils, Class III) to be measured for payment will be the number of cubic meters (cubic yards) of material removed and designated for remediation and/or disposal, as indicated on the Plans or as directed by the Engineer, as measured in its original position by cross sections, in the complete and accepted work. The quantity shall be computed by the method of average end areas, or when impractical, by other acceptable methods involving three-dimensional measurement. The limits for payment shall not exceed those indicated on the Plans or designated by the Engineer in writing. The method of mass centers for computing volumes will be allowed only when the method has been used in the original design computations.

Excavation requiring more than one handling prior to final placement will not be measured for payment for the additional handling unless specifically called for in the Contract Documents.

- xx. BASIS OF PAYMENT. The accepted quantities of Special Provision (Excavation of Petroleum Contaminated Soils, Class I), Special Provision (Excavation of Petroleum Contaminated Soils, Class II), and Special Provision (Excavation of Contaminated Soils, Class III) will be paid for at the Contract unit price per cubic meter (cubic yard). Payment shall be full compensation for performing the work specified, including research; employee training; monitoring; and developing and complying with the Health and Safety Plan; classifying, segregating, and stockpiling soil materials; performing any testing required; satisfactorily transporting and disposing of contaminated **soils** and for providing all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment for petroleum contaminated soils re-used on the project will be made as follows:

- (a) The first payment of 50% of the actual quantity will be paid when the material is placed at the treatment site.
- (b) The remaining 50% of the actual quantity will be paid when the material has been incorporated back into the project.

Payment for petroleum contaminated soils not re-used on the project will be made as follows:

- (a) The first payment of 67% of the actual quantity will be paid when the material is placed at a treatment site or otherwise properly removed from the project.
- (b) The remaining 33% of the actual quantity will be paid when proper disposal in accordance with the remediation and/or disposal plan has been completed. The remaining 33% of the actual quantity will not be paid if proper disposal of the petroleum contaminated soil is not accomplished prior to Final Inspection.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.608 Special Provision (Excavation of Petroleum Contaminated Soils, Class I)	Cubic Meter (Cubic Yard)

900.608	Special Provision (Excavation of Petroleum Contaminated Soils, Class II)	Cubic Meter (Cubic Yard)
900.608	Special Provision (Excavation of Contaminated Soils, Class III)	Cubic Meter (Cubic Yard)

Q. Hazardous Materials And Historic Preservation

Hazardous Materials

1. If at any time during construction, the presence of unanticipated hazardous materials at or proximate to a construction site is detected, the CONTRACTOR shall cease work in the affected area and perform the following immediately:

a. Notify the OWNER in writing. The OWNER is responsible for notification of the Hazardous Wastes Management Division of the Agency of Natural Resources.

THE HAZARDOUS MATERIALS SPILLS AND EMERGENCY REPORTING PHONE NUMBER IS 1-800-641-5005.

b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

2. Actions at the construction site following completion of these steps shall be at the direction of the Hazardous Wastes Management Division. Nothing in this Article shall be construed to require the DESIGN ENGINEER and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.

3. At construction sites where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the Contract Documents for their management, the requirements of Item 1, above, shall apply.

Historic Preservation

4. If at any time during construction, the presence of unanticipated historic and archeological resources are detected at or proximate to a construction site, the construction CONTRACTOR shall cease work in the affected area and perform the following immediately:

a. Notify the OWNER in writing. The OWNER is responsible for notification of the Vtrans Historic Preservation.

THE REPORTING PHONE NUMBER IS 802-828-3964.

b. Take all action necessary and appropriate for the protection and safety of the public and the site.

Actions at the construction site following completion of these steps shall be at the direction of the Historic Preservation Division. Nothing in this Article shall be construed to require the DESIGN ENGINEER and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the safety and welfare of the workers and the site.

R. Off-Site Activity Exemption Record, Frequent Questions, & Submittal Forms

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.

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 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.
- **Submit to Karen Spooner:** karen.spooner@state.vt.us, Phone: (802)828-2169, Fax: 802-828-2334, VTrans Program Development 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 Standards Specifications Manual 2006) for review once the application is administratively complete.**

▪ **SUBMITTAL INFORMATION**

Project Name/District: _____	Contractor/District Tech: _____
Contact: _____	Phone: _____
Fax: _____	E-mail: _____
Resident Engineer: _____	Phone: _____
	Fax: _____

- **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 ³) _____	
Total Area of Land Disturbance (sq ft) _____			
Additional Info: _____			

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

Name: _____	Address: _____	Phone: _____
<small>Print Name</small>		
<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 (must be USGS Geological Survey Map (7.5'))		
<input type="checkbox"/> Sketch of Area:	<input type="checkbox"/> North arrow	<input type="checkbox"/> Approx scale
		<input type="checkbox"/> Recognizable features
Permit Info:		
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: _____		
Landowner Agreement (Signature is required for all private, town, and state owned properties.)		
I, _____, verify the above permit information to be accurate and allow use of the proposed area by		
<small>Landowner / Facility Manager Signature</small>		
_____ as shown on the attached sketch and in accordance with VTrans specifications and		
<small>Name of Contractor</small>		
requirements.	Date: _____	

This clearance is for the Natural and Cultural Resources Only.

S. Req. Contract Provisions Federal-Aid Construction Contracts FHWA Form 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

T. Standard Federal EEO Specifications, (Executive Order 11246)
CA-26

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

 - ...American Indian or Alaskan Native
consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.
 - ...Black
consisting of all persons having origins in any of the Black racial groups of Africa.
 - ...Asian or Pacific Islander
consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.
 - ...Hispanic
consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.
 - ...Cape Verde an
consisting of all persons having origins in the Cape Verde Islands.
 - ...Portuguese
consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation , makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Economic Areas	Timetables	Goals for Minority participation for each trade (%)	Goals for Female Participation in each trade (%)
Entire State of Vermont:			
<u>Vermont</u> 003 Burlington, VT Non-SMSA Counties NH Coos; NH Grafton; NH Sullivan; VT Addison; VT Caledonia; VT Chittenden; VT Essex; VT Franklin; VT Grand Isle; VT Lamoille; VT Orange; VT Orleans; VT Rutland; VT Washington; VT Windsor	Indefinite	0.8	6.9
<u>Connecticut (Mass)</u> 006 Hartford - New Haven Springfield, CT-MA Non-SMSA Counties CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham	Indefinite	5.9	
<u>NewYork</u> 007 Albany - Schenectady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Schoharie; NY Warren; NY Washington; VT Bennington	Indefinite	2.6	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notifications shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any)

U. VTrans Contractor Workforce Reporting requirements Form CA-26A

CA-26A

**VERMONT AGENCY OF TRANSPORTATION
CONTRACTOR WORKFORCE REPORTING REQUIREMENTS**

The Contractor/Subcontractor shall submit to the State Resident Engineer assigned to this project, monthly and cumulative workforce information, on reporting forms provided herein. The monthly and cumulative workforce information shall be listed by construction trade category with the percentage of minority and female project hours in each category indicated. Failure to provide this information to the Resident Engineer on a monthly basis will result in suspension of bi-weekly progress payments, or part thereof due under the contract, until such time as the Contractor or Subcontractor demonstrates compliance with these contract terms.

Note: In lieu of using the reporting forms provided herein, the Contractor may use U.S. Department of Labor form CC-257, "Monthly Employment Utilization Report".

V. Dep of Labor Davis-Bacon Rates, as amended by VT ACT 54

General Decision Number: VT120042 01/06/2012 VT42

Superseded General Decision Number: VT20100070

State: Vermont

Construction Type: Highway

County: Washington County in Vermont.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels; building structures in rest areas; railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Modification Number Publication Date
0 01/06/2012

SUVT2011-027 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.98	1.32
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN, Includes Traffic Signalization and Installation...	\$ 23.32	0.00
GUARDRAIL INSTALLER.....	\$ 12.23	2.35
IRONWORKER, REINFORCING.....	\$ 13.80	1.30
IRONWORKER, STRUCTURAL.....	\$ 21.93	15.54
LABORER: Common or General Includes Asphalt Raker and Concrete Work.....	\$ 14.21	0.00
LABORER: Flagger.....	\$ 10.97	0.00
LABORER: Landscape.....	\$ 12.31	1.03
LABORER: Screedman.....	\$ 16.30	4.23
LABORER: Sign Erector/Installer.....	\$ 15.96	3.59
OPERATOR: Backhoe.....	\$ 18.99	1.64
OPERATOR: Bobcat/Skid Loader....	\$ 16.76	1.68
OPERATOR: Broom.....	\$ 18.28	3.72
OPERATOR: Bulldozer.....	\$ 19.15	1.39
OPERATOR: Cold Planer.....	\$ 16.16	0.00

OPERATOR: Crane.....	\$ 19.01	1.36
OPERATOR: Excavator.....	\$ 18.38	1.48
OPERATOR: Grader/Blade.....	\$ 18.44	3.50
OPERATOR: Loader.....	\$ 17.95	1.68
OPERATOR: Mechanic.....	\$ 20.45	0.00
OPERATOR: Milling Machine.....	\$ 24.00	0.00
OPERATOR: Paver.....	\$ 19.12	0.00
OPERATOR: Pounder.....	\$ 18.11	0.00
OPERATOR: Roller (Asphalt).....	\$ 17.36	3.54
OPERATOR: Roller excluding Asphalt.....	\$ 16.16	3.54
OPERATOR: Screed.....	\$ 18.55	3.60
OPERATOR: Sweeper.....	\$ 24.44	12.24
PAINTER (Parking Lot and Highway Striping Only).....	\$ 17.42	3.44
TRUCK DRIVER: All axles including Dump Trucks.....	\$ 16.48	2.03
TRUCK DRIVER: Distributor.....	\$ 17.89	0.00
TRUCK DRIVER: Semi Truck.....	\$ 14.72	4.39

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

W. Certification For Federal-Aid Contracts CA-163

CA-163

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective bidder, by signing and submitting this bid proposal, certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered to. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

X. Minimum Labor and Truck Rates CA-101

CA101

Minimum Labor and Truck Rates
Under Title 19, Vermont Statutes
Annotated Section 18, as amended

July 1990
Sheet 1 of 1

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
MONTPELIER**

FOR OTHER THAN FEDERAL-AID. In accordance with the provisions of Title 19, VSA, Section 18, the following minimum rate for labor shall apply to this project:

The minimum wage for common labor will not be less than the State or Federal minimum wage, whichever is higher.

ON FEDERAL-AID PROJECTS ONLY.

The minimum rates for labor for Federal-Aid Projects shall be those set in the Wage Determination Decision of the U.S. Secretary of Labor for each project in accordance with the Federal-Aid Highway Act of 1956. When such wage rates are required they shall be included in the proposal. In the event these rates are lower than the Vermont rates, the Vermont rates shall prevail.

TRUCK RATES. In accordance with the provisions of Title 19, VSA, Section 18, the following minimum rates for trucks shall apply to this project:

<u>Trucks, not Including Driver Water Level Body Capacity</u>	<u>Minimum Rates Per YD per Hr.</u>
Trucks, Equipment Loaded	\$1.25

Y. Disadvantaged Business Enterprise (Dbe) Policy Contract Requirements CA-110

State of Vermont
Agency of Transportation

September 2009
CA-110

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY CONTRACT REQUIREMENTS

1. **Policy.** Is it the policy of the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprise (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 and 23 CFR, Chapter 1, Part 230, Subpart b apply to this contract.
2. **DBE Obligation.** The State and its Contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the State and its Contractors shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status in the award and performance of USDOT assisted contracts.
3. **Sanctions for Noncompliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and after the notification of the Vermont Agency of Transportation, Secretary of Transportation, may result in termination of this contract by the State or such remedy as the State deems necessary.
4. **Inclusion in Subcontracts.** The Contractor shall insert in each of its subcontracts this Disadvantaged Business Enterprise (DBE) Policy and also a clause requiring its subcontractors to include this same Policy in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of the Policy in any further subcontract that may in turn be made. This Policy shall not be incorporated by reference.
5. The Agency's 2010 Overall Annual Goal for DBE participation on FHWA-funded projects is 4.0%. The Agency's 2010 Overall Annual Goal for DBE participation on FTA-funded projects is 3.94%.

A list of DBE entities can be found at the following website:

www.aot.state.vt.us/civilrights/dbedirectory.htm

Z. Work Zone Safety and Mobility Guidance Document August 2007

WORK ZONE SAFETY & MOBILITY GUIDANCE DOCUMENT

August 2007



Prepared by:

Vermont Agency of Transportation



The following document was drafted in response to updates made to the work zone regulations at 23 CFR 630 Subpart J, published by the Federal Highway Administration. This document applies to all federal aid projects that have a pre-final contract administration/step submittal date after January 1, 2008.

Work Zone Safety and Mobility Vision

Current and future work zone safety and mobility issues mean that transportation practitioners need to minimize and manage the work zone impacts of transportation projects. In order to meet safety and mobility needs during highway maintenance and construction, and to meet the expectations of the traveling public, it is important to systematically analyze and assess the work zone impacts of projects and take appropriate action to manage these impacts.

The following has been adopted as the Vermont Agency of Transportation's (VTrans) work zone safety and mobility vision statement: *To provide optimum safety for workers and the traveling public while maintaining acceptable levels of mobility in an efficient environment for the contractors to complete the project work in accordance with their contracts.*

Work Zone Safety and Mobility Goals and Strategies

Goal: To provide a safe work zone for motorists, pedestrians, bicyclists (the traveling public) and construction personnel.

Strategy: Development of site-specific traffic control plans, while ensuring compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and state design standards and specifications.

Goal: To minimize construction-related delays.

Strategy: Construction-related delays will be monitored. A change to the traffic management plan will be considered for construction-related delays greater than ten minutes.

Goal: To gain further knowledge of work zone procedures applicable to the State of Vermont.

Strategy: Summarize the work zone field evaluations to identify the effectiveness of implemented safety measures and to improve future Transportation Management Plans (TMP).

Goal: To ensure that the appropriate personnel have the necessary knowledge, skills, and abilities to design and/or implement a TMP.

Strategy: Management will be responsible for ensuring that their personnel has been provided appropriate training in accordance with their defined roles. Training to include but not limited to: flagger certification, NHI courses, AGC training, and the Vermont Local Roads Program courses.

Project Classification

The purpose of the Work Zone Safety and Mobility Guidance document is to allow VTrans to better anticipate the impacts associated with individual projects. Examples of impacts include internal project coordination, project scheduling and overall cost. Every federally funded project will require a TMP. The classification of the project will determine the complexity of the TMP. All transportation projects must be classified into one of three types of projects: significant, moderate, or minor projects. To accurately classify a project, several design characteristics must be analyzed to provide **guidance** in determining the appropriate project classification. The following characteristics should be evaluated when determining any project classification. These characteristics include but are not limited to:

- Project Location (Urban/Rural Setting)
- Primary Network (Interstate, Interchanges, Major State Roads, Major Intersections, NHS, Truck Network)
- Construction Duration (Months, Years)
- Access Management Category (Driveway Density, Business/Industry Density)
- Traffic Volumes (Average Annual Daily Traffic, Peak Hour Traffic, Existing Crash Rates, Car-Truck-Pedestrian-Bicycle Volumes)
- Proximity To Other Construction Projects
- Available Detour Routes

A project classification should be identified by the appropriate Project Manager¹, and confirmed by their respective Program Manager as early as the scoping process. This classification should be analyzed periodically throughout the design process to ensure that any design changes or site characteristic changes will not require a classification modification. Project classification is used to help identify the impacts associated with different types of transportation projects. This classification is used to determine what TMP should be applied to the project. The following definitions closely follow FHWA's Work Zone Self Assessment, http://www.ops.fhwa.dot.gov/wz/docs/wz-sa-docs/sa_guide_s4.htm.

¹ Please note that the position titles used in this document are typical Program Development Division titles. Applicable Operations Division titles as well as alternate VTrans Division titles may be substituted as necessary.

Significant Projects: Significant projects have a high level of public interest and will likely impact a large number of travelers. This impact must be analyzed individually and also in combination with concurrent active projects. It will have moderate to high user-cost impacts and the duration is usually moderate to long. These characteristics create work zone impacts that fall outside of the typical work zone safety and mobility thresholds. Examples of this work type may include: major corridor reconstruction, high impact intersection reconstruction, full closures on high volume facilities, major bridge reconstruction or repair, repaving projects that require long term lane closures, etc (e.g. Shelburne-South Burlington US 7 Reconstruction Project). It is important to note that significant projects are unique in that they have considerable impacts to the project area as well as the surrounding community.

Moderate Projects: Moderate projects have the potential to affect the level of public interest and may impact a modest number of commuters. These projects would include typical roadway, bridge, and paving projects.

Minor Projects: Minor projects have a minimal impact to the traveling public and a short duration. Typical projects within this category include sign installation, bridge inspection, pavement marking, and various maintenance activities.

Transportation Management Plans (TMPs)

TMPs are strategies/methodologies that will be implemented to ensure safe and mobile work zones within transportation projects. The project classification will determine the detail level required for the TMP. There are three major components of a TMP;

Temporary Traffic Control Plan (TTC): A TTC plan describes temporary traffic control measures to be used for facilitating road users through a work zone or an incident area. The TTC plan plays a vital role in providing continuity of reasonably safe and efficient road user flow and highway worker safety when a work zone, incident, or other event temporarily disrupts normal road user flow. The TTC plan shall be consistent with the provisions of the MUTCD and AASHTO Roadside Design Guide.

Transportation Operations Component (TO): The TO component shall include the identification of strategies to mitigate impacts of the work zone on the operation of the transportation system within the work zone impact area. The work zone impact area consists of the immediate work zone as well as affects to the surrounding roadways and communities. Examples of practices that may be used to satisfy the TO component may be found at http://www.ops.fhwa.dot.gov/wz/rule_guide/sec6.htm#sec63.

Public Information Component (PI): The PI component shall include communication strategies that seek to inform the general public of work zone impacts and the changing condition of the project. The general public may

include road users, area residences and businesses, and other public entities. Examples of communications strategies that may be used to satisfy the PI component may be found at http://www.ops.fhwa.dot.gov/wz/rule_guide/sec6.htm#sec63.

Significant Projects: The TMP for significant projects shall consist of a TTC, a TO, and a PI.

Moderate/Minor Projects: The TMP for moderate and minor projects shall consist of a TTC. A TO and a PI are not required, but may be applicable to certain projects as determined by the Project Manager.

Design Strategies

The development of a TMP is an iterative process that may vary significantly between projects. Work on a TMP should begin early in the project development process. There are numerous resources available to the designer to assist in the development of this plan: several of these are listed in the reference section of this document. The following outlines the key components of the TMP development process.

Preliminary Data Collection: As early as scoping, the project design team collects, analyzes, and documents all applicable project data.

Determine Project Classification: A project classification is determined based on the initial data that was collected. The project classification defines what components are required in the TMP.

Develop TMP: Work zone management strategies should be identified based on the project characteristics and used to develop all necessary aspects of the TMP. Applicable resources should be contacted during this step to obtain their input. This may include utilization of previous work zone feedback provided by the Construction Section. Plans and contract documents shall be based on standard specifications and include necessary pay items.

Update/Revise TMP: As a project progresses through all of the design stages the TMP should be re-evaluated to ensure that any project changes do not affect the TMP. It is possible that the project classification could change during the project design stages.

Finalize TMP: Ensure that the contract plans, special provisions, and estimate include all of the applicable elements of the TMP and allow the flexibility to develop or modify a TMP.

Roles and Responsibilities

- Step 1: A preliminary analysis will be performed by the ***Design Team*** to determine project classification. This preliminary analysis will be documented in the project's design file.
- Step 2: The ***Project Manager*** will have the responsibility of monitoring the project and proposed classification and informing the respective ***Program Manager***.
- Step 3: The ***Design Team*** will develop a transportation management plan. The ***Project Manager*** will monitor the classification status. If there are significant changes, the project classification may be modified.
- Step 4: The ***Construction Resident Engineer*** will be responsible for identifying and documenting deficiencies in the TMP that compromise the effectiveness of the work zone and coordinating any improvements with the Contractor/State safety representative. Examples of data that may be included in the work zone documentation includes; crashes or other traffic incidents, traffic delay, traffic conflicts, and public comments. The ***Project Manager*** may assist in addressing any proposed modifications to the TMP during the construction process.
- Step 5: The ***Regional Construction Engineer*** will complete a work zone summary of TMP effectiveness based on the work zone documentation and any applicable work zone reviews performed by Traffic Operations.
- Step 6: The ***Work Zone Safety and Mobility Committee*** will consist of representatives from multiple sections within VTrans. This committee will review the work zone summary and will be responsible for updating the Work Zone Safety and Mobility Guidance document based on feedback from the year's construction projects. This committee will be responsible for sharing all applicable information throughout the Agency as well as with additional working groups and committees.

Application/Feedback

The Construction Engineer will submit a summary of TMP effectiveness and recommendations for improvements at the end of the construction season based on the work zone documentation provided by the Regional Engineers. The Work Zone Safety and Mobility Committee will meet annually to discuss these summaries. These summaries will serve to identify common TMP practices that are not working effectively, and will also assist in identifying TMP practices that are successful. The Work Zone Safety and Mobility Guidance document and supporting documentation will be revised to reflect the field evaluation summaries.

References

A Policy on Geometric Design of Highways and Streets. American Association of State Highway and Transportation Officials, Current Edition.

Developing and Implementing Transportation Management Plans for Work Zones. U.S. Department of Transportation Federal Highway Administration, December 2005.

Engineering Operations Manual. Vermont Agency of Transportation, Current Edition.

Highway Capacity Manual. Transportation Research Board of the National Academies, Current Edition.

Implementing the Rule on Work Zone Safety and Mobility. U.S. Department of Transportation Federal Highway Administration, September 2005.

Manual on Uniform Traffic Control Devices for Streets and Highways. U.S. Department of Transportation Federal Highway Administration, Current Edition.

Road Design Manual. Vermont Agency of Transportation, Current Edition.

Roadside Design Guide. American Association of State Highway and Transportation Officials, Current Edition.

Standard Specifications for Construction. Vermont Agency of Transportation, Current Edition.

Structures Manual. Vermont Agency of Transportation, Current Edition.

The State of Vermont Agency of Transportation Safety Manual. Vermont Agency of Transportation, Current Edition.

Traffic Design Manual. Vermont Agency of Transportation, Current Edition.

“Vermont Agency of Transportation Standard Drawings.” Vermont Agency of Transportation, Current Edition.

Work Zone Impacts Assessment: An Approach to Assess and Manage Work Zone Safety and Mobility Impacts of Road Projects. U.S. Department of Transportation Federal Highway Administration, May 2006.

Work Zone Public Information and Outreach Strategies. U.S. Department of Transportation Federal Highway Administration, November 2005.

AA. Catergorical Exclusion Documentation



**State of Vermont
Environmental Section**
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 802-828-5743
[fax] 802-828-2334
[tdd] 800-253-0191

Agency of Transportation

Ernest J. Blais, Division Administrator
Federal Highway Administration
P.O. Box 568, Montpelier, Vermont 05601

February 9, 2010

Attn: Kenneth R. Sikora, Environmental Program Manager
Re: Waitsfield STP BIKE (24); NEPA re-evaluation

Dear Mr. Blais:

A Programmatic Categorical Exclusion (CE) for the above-mentioned program, per 23 CFR 771.117(c)(3) & (15), was issued on August 2, 2006. This project is scheduled for construction beginning in May of 2010.

Construction will consist of creation of a new 5-foot wide concrete sidewalk along VT Route 100 from Bragg Hill Road to the Waitsfield Elementary School. The project will involve construction of a sidewalk; addition of new crosswalks; marking bicycle lanes; upgrading the pavement; landscaping; installing new (and improving existing) granite curbing; improving drainage and installing other incidental items.

Since the issuance of the original PACE, the scope of the project has changed. The plan no longer utilizes a spur to accommodate ADA requirements, which routed the path behind some buildings. The new plan keeps the project on alignment along VT 100 at the Bridge St. intersection, while still accommodating ADA requirements in keeping with the original project purpose and need. Also pairs of drop inlets were added at STA 14+24 and STA 16+00, and a single DI at STA 14+12R. These changes have been reviewed by the VTrans Environmental Section and it has been determined that the original clearances, including a 12/22/05 Section 106 finding of "No Adverse Effect" are still valid.

The Vermont Agency of Transportation (VTrans) has re-evaluated the potential environmental consequences of the project in accordance with the National Environmental Policy Act (NEPA). VTrans has determined that this project meets all of the criteria specified in the Programmatic Agreement entitled "Processing of Projects Eligible for Categorical Exclusion," executed 06/25/99. The project qualifies for Categorical Exclusion pursuant to 23 CFR 771.117(c)(3) & (15) "Environmental Impact and Related Procedures - Categorical Exclusions" as the project consists of construction of bicycle and pedestrian lanes, paths, and facilities; and alterations to facilities in order to make them accessible for elderly and handicapped persons.

This project will not involve substantial planning, resources, or expenditures; nor is it likely to induce significant alterations in land use, planned growth, development patterns, traffic volumes, or traffic patterns. The project will have no significant effect upon natural and cultural resources. No significant environmental impact is expected to result from construction or maintenance of this facility.

Please contact [Environmental Specialist name and phone #] if you require additional information.

Respectfully,

John T. Narowski, P.E.
Environmental Services Engineer

Attachments

cc: Bill Preis, Project Manager; Central Files; Project File

PROGRAMMATIC CATEGORICAL EXCLUSION CRITERIA

VTrans has determined that this project will NOT:

- A. Require a temporary detour outside existing right-of-way, or a temporary wetland or stream crossing which will require non-routine mitigation, or a ramp closure, unless the following conditions are met:
- (1) provisions are made for access by local traffic and the facility is posted accordingly,
 - (2) businesses dependent upon through traffic will not be unduly affected,
 - (3) the temporary detour or ramp closure will not interfere with local special events,
 - (4) the temporary detour, ramp closure, wetland or stream crossing will not substantially increase the environmental consequences of the action (project).
- B. Involve construction in wetlands totaling more than 5,000 square feet of permanent impacts, requiring the Army Corp of Engineers to coordinate with resource agencies per General Permit NAE 2007-24.
- C. Require a Risk Analysis for an increase in 100-year flood water surface elevations, per EO 11988.
- D. Involve construction within, or alter drainage patterns so as to adversely affect, a Sole Source Aquifer.
- E. Require coordination with the US Fish and Wildlife Service for the preparation of a Biological Assessment for Threatened and Endangered Species, per 16 CFR Section 7.
- F. Require acquisition of additional right-of-way (including permanent or temporary construction easements) involving: more than three acres of land per mile of roadway, or 10 acres total for a non-linear improvement (such as a bridge or an intersection), or any relocation of residences or businesses.
- G. Require FHWA approval for changes in access control.
- H. Involve acquisition of, or impacts upon Prime or Unique Farmland, unless a USDA Farmland Conversion Impact Rating Part VI Site Assessment has been completed and indicates Total Site Assessment Points less than 160.
- I. Adversely Effect a historic or archaeological resource on, or eligible for inclusion on, the National Register of Historic Places.
- J. Require use (permanent or temporary) of a Section 4(f) resource, unless that use meets the criteria for a Programmatic 4(f); or require use of a Section 6(f) resource (property acquired or improved using Land and Water Conservation Funds).
- K. Involve hazardous or residual waste liabilities subject to CERCLA and/or RCRA requirements.
- L. Require a bridge permit from the US Coast Guard, per 23CFR 650 Subpart H.
- M. Qualify as a Type I project and require analysis of noise abatement measures, per 23 CFR 772 and the FHWA approved VAOT Noise Policy

(NOTE: If coordination with the FHWA was required to reach this determination attach concurrence memo)

Slesar, Chris

From: Newman, Scott
Sent: Tuesday, February 02, 2010 11:17 AM
To: Slesar, Chris
Cc: Preis, Bill
Subject: RE: Waitsfield STP BIKE(24) change in scope

Chris –

After review of the plans and discussion with the project manager I have concluded that relocating the sidewalk from the rear of the building to the front, within the highway ROW, will have no effect to historic properties. No standing structures will be impacted by the change, therefore, the original Section 106 clearance of No Adverse Effect remains valid.

Thanks.

D. Scott Newman M.Sc.
Historic Preservation Officer
Vermont Agency of Transportation
1 National Life Drive
Montpelier, VT 05633-5001
802-828-3964
fax 828-2334

From: Slesar, Chris
Sent: Thursday, January 14, 2010 10:09 AM
To: Newman, Scott
Cc: Preis, Bill
Subject: FW: Waitsfield STP BIKE(24) change in scope
Importance: High

Hi Scott – Bill was up asking for an update on the NEPA re-eval. Can you give me an estimate on your 106 review?
Thanks - Chris

From: Russell, Jeannine
Sent: Wednesday, January 06, 2010 1:40 PM
To: Slesar, Chris; Newman, Scott; Spooner, Karen
Subject: Waitsfield STP BIKE(24) change in scope
Importance: High

Attached is arch clearance memo for above project scope change. Cleared with no conditions.

Jen

Historic Resource Group, Environmental Section
Vermont Agency of Transportation
National Life Building, Drawer 33
Montpelier, VT 05633



Archaeology 802-828-3965 (fax) 828-2334 duncan.wilkie@state.vt.us
Historic Preservation 802-828-3964 (fax) 828-2334 scott.newman@state.vt.us

MEMORANDUM

To: Rob Sikora, FHWA
Date: September 22, 2005
Subject: NO ADVERSE EFFECT
Project Name: Waitsfield Pathway
Project Number: Waitsfield STP BIKE (24)S
Location: Town of Waitsfield
Distribution: State Historic Preservation Officer
Environmental Files via John Narowski
Chris Slesar, Environmental Specialist

The Vermont Agency of Transportation has reviewed this undertaking according to the standards and procedures detailed in the 4/5/99 Programmatic Agreement to implement the Federal-Aid Highway Program in Vermont and, the PA Manual of Standards and Guidelines. Project review consists of identifying the project's potential impacts to historic buildings, structures, historic districts, historic landscapes, and settings, and to known or potential archeological resources.

The following details the VAOT Officer's findings supporting our effect determination of NO ADVERSE EFFECT for the above-subject project. Completion of this document evidences that VTTrans has satisfied its obligations under Section 106 for this undertaking.

Project Description:

The project is located along Vermont State Route 100 in the Town of Waitsfield, Washington County, Vermont (see Project Area map). It begins 160 ft north of the intersection of Bragg Hill Road within the village of Irasville, and extends 6,973 ft north along Route 100 to the Waitsfield Elementary School and a 577 ft spur section behind Bridge Street Marketplace and along Bridge Street. The improvements are designed to enhance and increase the safety of pedestrian and bicycle access along Route 100.

Work to be performed under the project includes construction of new sidewalks, curbing, landscaping, designated bike lanes, drainage improvements and other incidental items. Sidewalks will be constructed of Portland cement concrete with vertical granite curbs.

Above-Ground Historic Properties:

The Area of Potential Effect includes a historic district and additional individual historic buildings (see Title Sheet with the location of historic resources noted). At the northern end of the project area, a portion of the project is located within the Waitsfield Village Historic District which is listed in the National Register of Historic Places (NR) (see Waitsfield Village Historic District map). The NR form describes the district as follows:

The Waitsfield Village Historic District includes within its boundaries... residences, stores, public buildings, barns and outbuildings. Contributing buildings range in date from 1790 to 1930. The district's predominant architectural style is Greek Revival, but the Gothic Revival, the Italianate Revival, the French Second Empire, the Romanesque Revival, and the Neo-Classical are also represented. The former Richardson Store (Bldg. No. 47), built in 1831, and the 1875 Federated Church (Bldg. No. 13) are the State's finest examples, respectively, of a Greek Revival style commercial building with its original projecting polygonal bay display windows and a Romanesque Revival style church. Near the district's center is located the Great Eddy Covered Bridge, the oldest continuously operational covered bridge in the state.

Within the district, the proposed sidewalk runs along the east side of Route 100 and will be adjacent to 21 of the district's contributing buildings. The proposed sidewalk will be replacing asphalt, concrete or gravel/dirt walkways that are already in place.

In addition to resources in the Waitsfield Village Historic District, there are 11 historic buildings at the southern end of the project area, mostly within Irasville, that are listed in the State of Vermont Historic Sites and Survey (see Irasville inset on Town of Waitsfield map, Bldg. Nos. 14 to 24). These buildings are located along both the east and west sides of Route 100 with most concentrated at the very southern end of the project area. They date between c. 1820 and 1890 and represent several architectural styles including Cape Cod type houses, Greek Revival and Queen Anne, and other vernacular examples. All but one of the buildings, a c. 1833 Greek Revival church, were originally constructed for residential use; however, some, including the church, have been converted to commercial use. At this end of the project area, the proposed sidewalk is primarily a new addition, in some cases, replacing dirt paths created by repeated pedestrian traffic.

Archaeological Resources:

The VTrans Archaeology Officer has reviewed this project and has concluded that it will not impact archaeological resources (see archaeology clearance memo).

Public Participation:

The pedestrian improvements included in this project were proposed by the Town of Waitsfield and have public support. As a VTrans project, the Waitsfield Pathway project has followed standard procedures for public comment.

Analysis:

After review of plans and visits to the project area, we have concluded that the proposed project conforms to the Secretary of the Interior's Standards for Rehabilitation. No resources within the Waitsfield Village Historic District and no other individual historic buildings located along Route 100 to the south of the district will be adversely affected by this project. The construction

of new concrete sidewalks will enhance pedestrian access along Route 100 and will also improve the appearance of degraded sidewalk areas adjacent to historic buildings and properties.

Three Right of Way takings in historic areas will occur as a result of project work but will cause no adverse effect to resources:

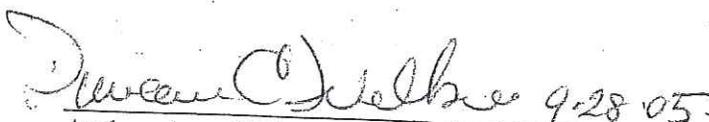
1. One is a small strip type taking in front of a historic building on the west side of Route 100 between STA 11+00 and 11+75. The one way entrance to the Irasville Country Store requires the sidewalk to deviate from the state's ROW slightly to the west at this location.
2. In order to follow the existing sidewalk alignment, another minor strip taking at the very southern corner of a historic property is required on the east side of Route 100 around STA 28+00.
3. The third occurs in the "spur" section within the Waitsfield Village Historic District between STA 47+00 and 51+00, off of Route 100, behind the Marketplace. In order to achieve ADA compliance for the sidewalk and maintain standard roadway and bicycle lane widths on Route 100, the spur is necessary through this portion of Route 100. There is an existing pathway between the buildings here.

Additional ROW strip takings in the project area, and other temporary easements required for construction purposes only, will not affect historic resources.

Attachments:

- Project Location Map
- Title Sheet with Historic Resources
- Waitsfield Village Historic District Map
- Irasville Inset Map
- Archaeology Clearance Memo
- Photographs
- Project Plans

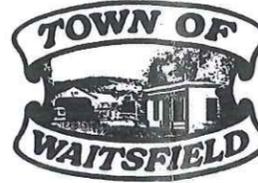
Prepared by: Catherine A. Quinn
Historic Preservation Specialist


Archaeology Officer Date


Historic Preservation Officer Date

SHEET INDEX

- C ROW TITLE SHEET
- 0 ROW DETAIL SHEET
- 1-13 ROW SHEETS



**PROPOSED IMPROVEMENTS
TOWN OF WAITSFIELD
WASHINGTON COUNTY
VERMONT ROUTE 100
STP BIKE (24) S**

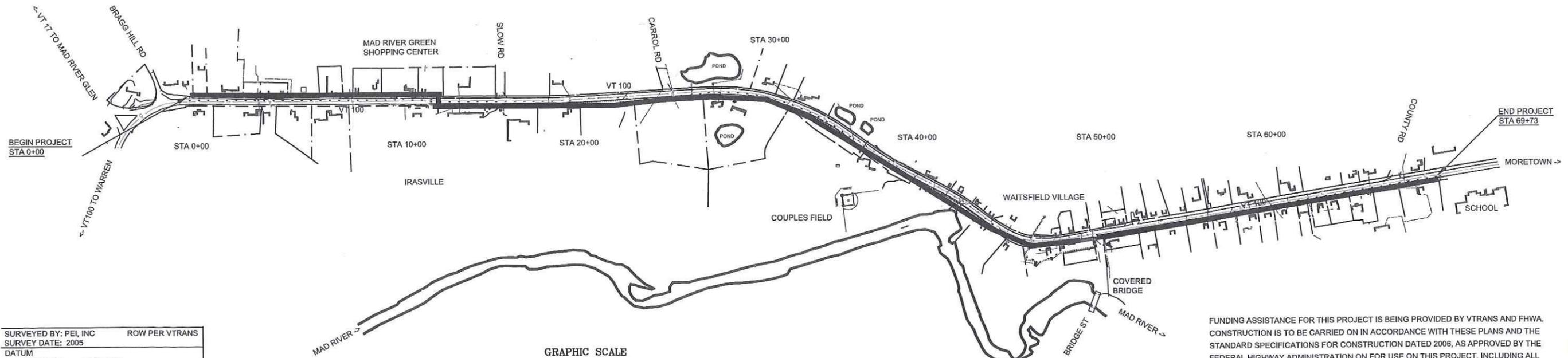
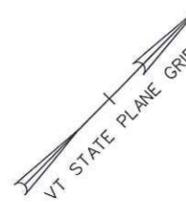
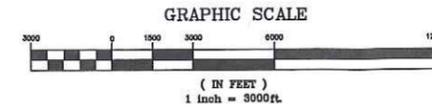
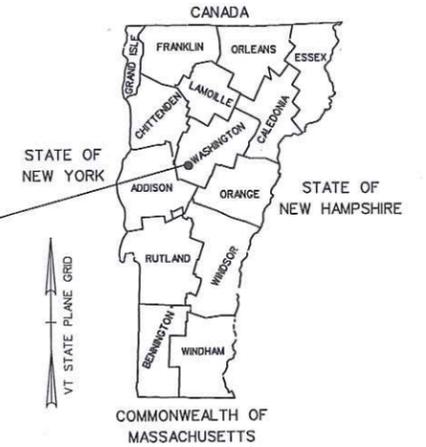
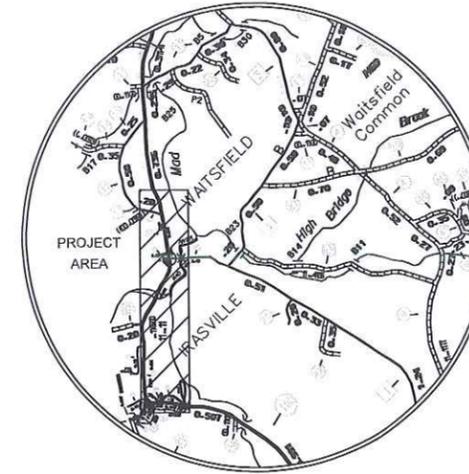
PROJECT LOCATION: BEGINNING 160-FT NORTH OF THE INTERSECTION OF BRAGG HILL ROAD IN WAITSFIELD AND EXTENDING 6,973-FT NORTH ALONG VERMONT STATE ROUTE 100 TO THE WAITSFIELD ELEMENTARY SCHOOL.

PROJECT LENGTH: 6,973-FT

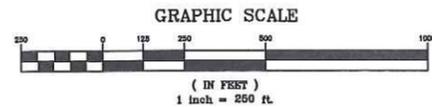
PROJECT DESCRIPTION: WORK TO BE PERFORMED UNDER THIS PROJECT INCLUDES CONSTRUCTION OF A NEW SIDEWALK, CURBING, LANDSCAPING, MINOR DRAINAGE & SLOPE IMPROVEMENTS, AND OTHER INCIDENTAL ITEMS.

HIGHWAY CLASS: MINOR ARTERIAL - STATE HIGHWAY

(YR2000) AADT: STA 0+00 - 50+00 = 8,700
STA 50+00 - 69+73 = 7,100



SURVEYED BY: PEL INC
SURVEY DATE: 2005
DATUM
VERTICAL: ASSUMED
HORIZONTAL: ASSUMED



FUNDING ASSISTANCE FOR THIS PROJECT IS BEING PROVIDED BY VTRANS AND FHWA. CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2006, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS. CONTRACTOR TO ADVISE ENGINEER OF ALL ERRORS OR OMISSIONS IDENTIFIED PRIOR TO INSTALLATION.

CONVENTIONAL SYMBOLS

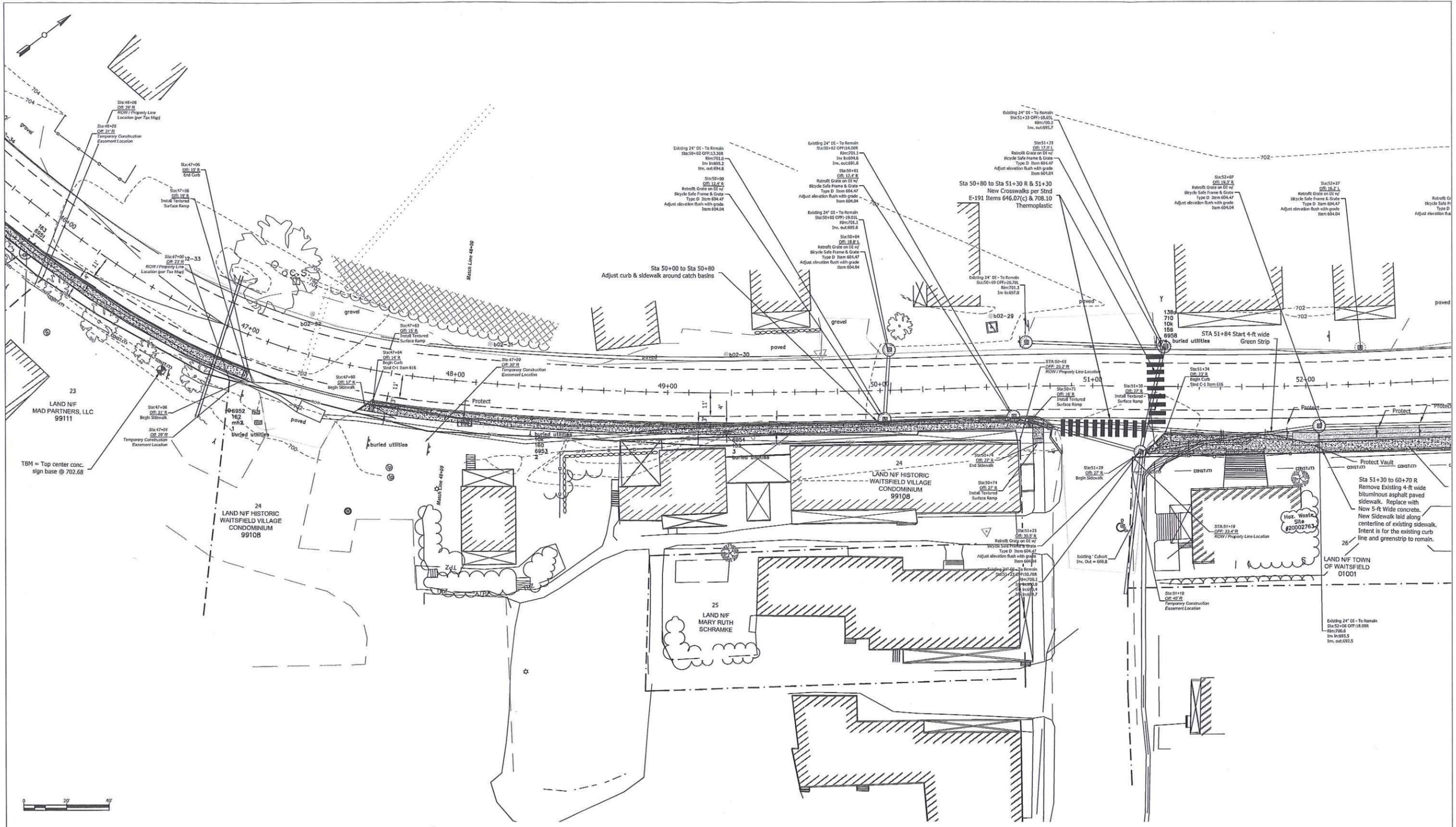
<ul style="list-style-type: none"> UTIL. POLE DOUBLE SIGN SIGN STUMP HYDRANT LIGHT SEWER MANHOLE CATCH BASIN WATER SHUTOFF BENCHMARK 	<ul style="list-style-type: none"> WET AREA STONE PAD EXISTING DECIDUOUS TREE PROPOSED DECIDUOUS TREE EXISTING EVERGREEN TREE PROPOSED EVERGREEN TREE TRaverse POINT WATER VALVE GUY WIRE 	<ul style="list-style-type: none"> SPOT ELEVATION FINAL CONTOURS EXISTING CONTOURS FENCE STONEWALL SEWER WATER SILT FENCE PROPERTY LINE DITCHLINE STORM DRAIN UNDERGROUND UTILITY STORM MANHOLE 	<ul style="list-style-type: none"> OVERHEAD UTILITY RIGHT OF WAY TEMP. CONST. RIGHTS PERM. PROJ. ACQUISITION SLOPE CUT LIMIT SLOPE FILL LIMIT TREELINE RIP RAP SOIL BORING OR TEST PIT WELL MANHOLE
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APPROVED BY: _____
SELECT BOARD CHAIR: _____ **DATE:** _____

**ROW APPROVAL PHASE
NOT FOR CONSTRUCTION**

COPY: _____

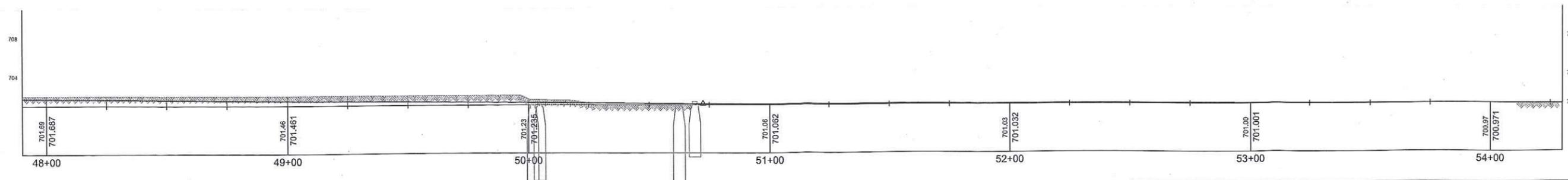
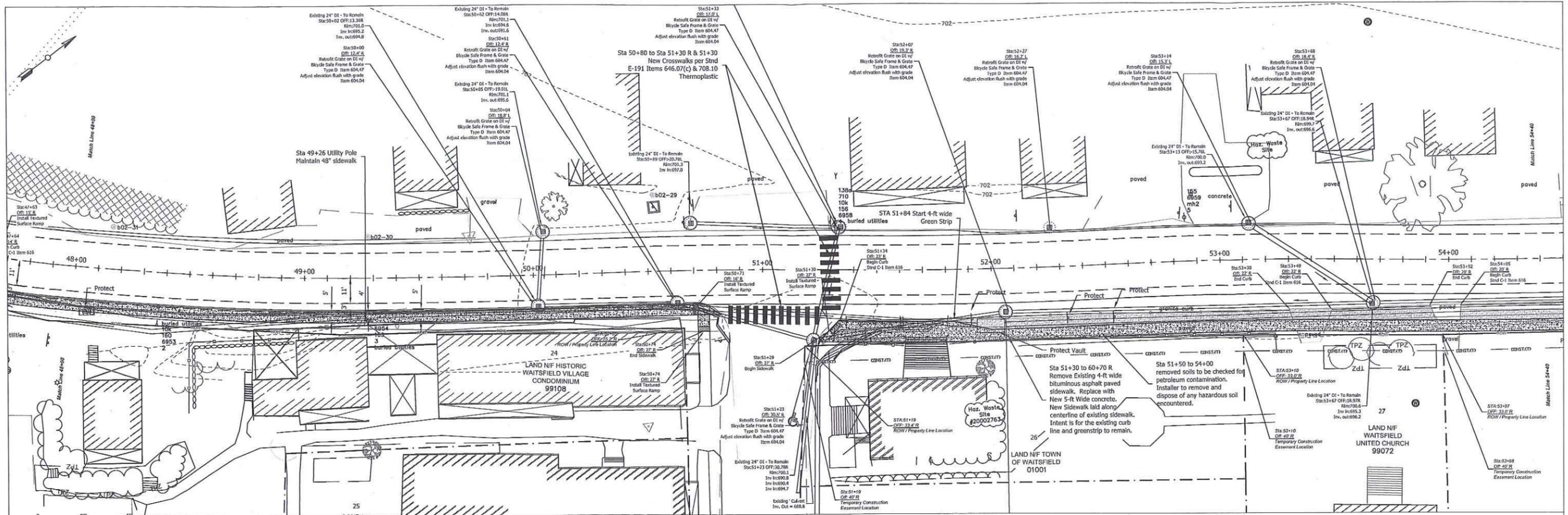
<p>BANNON ENGINEERING</p> <p>POST OFFICE BOX 1087 WAITSFIELD, VT 05673 802.728.6500 CIVIL - ENVIRONMENTAL - ENGINEERING - PLANNING</p>	ROW PLANS
	<p>PROJECT NAME: WAITSFIELD</p> <p>PROJECT NUMBER: STP BIKE (24) S</p> <p>DATE: 3/5/2009 rev. 10/28/2009</p> <p style="text-align: right;">COVER SHEET</p>



- CONVENTIONAL SYMBOLS**
- UTL. POLE
 - DOUBLE SIGN
 - SIGN
 - STUMP
 - WET AREA
 - LIGHT
 - SEWER MANHOLE
 - CATCH BASIN
 - WATER SHUTOFF
 - BENCH MARK
 - EXIST STORM DRAIN
 - STONE PAD
 - EXISTING DECIDUOUS TREE
 - PROPOSED DECIDUOUS TREE
 - EXISTING EVERGREEN TREE
 - PROPOSED EVERGREEN TREE
 - TRAVERSE POINT
 - WATER VALVE
 - GUY WIRE
 - SPOT ELEVATION
 - FINAL CONTOURS
 - EXISTING CONTOURS
 - FENCE
 - STONE WALL
 - SEWER
 - WATER
 - SILT FENCE
 - PROPERTY LINE
 - DITCHLINE
 - UNDERGROUND UTILITY
 - EXISTING CURB
 - OVERHEAD UTILITY
 - TEMP. CONST. RIGHTS
 - PERM. PROJ. ACQUISITION
 - SLOPE CUT LIMIT
 - SLOPE FILL LIMIT
 - TREELINE
 - RIP RAP
 - SOIL BORING
 - WELL
 - NEW DROP INLET

NOTE: RIGHT OF WAY SHOWN IS 4-RODS CENTERED AND MEASURED FROM EXISTING VT100 CENTERLINE AND/OR TRANS 1948 VT100 HIGHWAY IMPROVEMENT PLANS, CENTERLINE SURVEY AND 1988 ROW PROVIDED BY PHELPS ENGINEERING, INC. FOR USE HEREIN. ROW INFORMATION IS BASED ON RESEARCH BY STATE OF VERMONT AGENCY OF TRANSPORTATION LEAD BY PAUL HODGE, U.S. AS COMMUNICATED TO TOWN OF WAITSFIELD 2/2009 FOR USE IN THIS PROJECT. REF. SURVEYS: MAP-SHEET DATE = 1-12 Sept. 27, 1796; 1-28 Jan. 25, 1797; 1-23 May 6, 1806; 2-11 June 24, 1806; 2-28 May 18, 1838 & 1948 VT 100 IMPROVEMENT PROJECTS S 1574) and (S). THIS MAP IS FOR THE PURPOSE OF CONSTRUCTING THIS ENGINEERING PROJECT AND DOES NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN 26 VSA § 252(4).

<p>BANNON ENGINEERING</p> <p>POST OFFICE BOX 1087 WAITSFIELD, VT 05673 802.728.6500</p> <p>CIVIL - ENVIRONMENTAL - ENGINEERING - PLANNING</p>	<p>ROW SHEET 9</p> <p>PROJECT NAME: WAITSFIELD VT100 TRANSPORTATION PATH</p> <p>PROJECT NUMBER: STP BIKE (24) S</p> <p>DATE: 3/5/2009</p> <p style="text-align: right;">SHEET 9</p>
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- CONVENTIONAL SYMBOLS**
- UTIL. POLE
 - DOUBLE SIGN
 - SIGN
 - STUMP
 - WET AREA
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 - SEWER MANHOLE
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 - WATER
 - SILT FENCE
 - PROPERTY LINE
 - DITCHLINE
 - STORM DRAIN
 - UNDERGROUND UTILITY
 - EXISTING CURB
 - OVERHEAD UTILITY
 - RIGHT OF WAY
 - TEMP. CONST. RIGHTS
 - PERM. PROJ. ACQUISITION
 - SLOPE CUT LIMIT
 - SLOPE FILL LIMIT
 - TREELINE
 - RIP RAP
 - SOIL BORING
 - WELL
 - NEW DROP INLET

NOTE: RIGHT OF WAY SHOWN IS 4-RODS CENTERED AND MEASURED FROM EXISTING VT100 CENTERLINE AND/OR VTRANS 1948 VT100 HIGHWAY IMPROVEMENT PLANS. CENTERLINE SURVEY AND 1948 ROW PROVIDED BY PEELER ENGINEERING, INC. FOR USE HEREIN. ROW INFORMATION IS BASED ON RESEARCH BY STATE OF VERMONT AGENCY OF TRANSPORTATION LEAD BY FRANK HORRIGAN, L.S. AS COMMUNICATED TO TOWN OF WAITSFIELD 2/2009 FOR USE IN THIS PROJECT. REF. SURVEYS: MAP-SHEET DATE = 1-12 Sept. 27, 1796; 1-28 Jan. 25, 1797; 1-173 May 8, 1809; 2-114 June 24, 1830; 2-238 May 18, 1836 & 1848 VT. 100 IMPROVEMENT PROJECTS 8-10745 and 03. THIS MAP IS FOR THE PURPOSE OF CONSTRUCTING THIS ENGINEERING PROJECT AND DOES NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN 96 V.S.A. § 250(4).

<p>BANNON ENGINEERING</p> <p>POST OFFICE BOX 1087 WAITSFIELD, VT 05673 802.728.6500 CIVIL - ENVIRONMENTAL - ENGINEERING - PLANNING</p>	<p>ROW SHEET 10</p>
	<p>PROJECT NAME: WAITSFIELD VT100 TRANSPORTATION PATH</p> <p>PROJECT NUMBER: STP BIKE (24) S</p> <p>DATE: 3/5/2009</p>



State of Vermont
Agency of Transportation
1 National Life Drive
Drawer 33
Montpelier, Vermont
05633-5001

VTrans

Working to Get You There

Program Development Division

Environmental Section

**Glenn Gingras, VTrans Environmental Biologist
(802)828-3979**

TO: Chris Slesar, Environmental Specialist

Date: 8/29/05

Subject: Waitsfield STP BIKE (24) S
Natural Resource Clearance

I have reviewed project plans dated 6/27/05 for natural resource impacts to floodplains, wetlands, threatened and endangered species, deer wintering yards, fish and wildlife habitat, etc. I have concluded from the use of existing mapped data that this project will have no impact on any regulated natural resource. There are mapped wetlands and floodplain within the project corridor, although impacts to these resources are avoided with the project as proposed.

Cc

Natural Resource Environmental File
Bill Pries, Project Manager

Historic Resource Group, Environmental Section
Vermont Agency of Transportation
National Life Building, Drawer 33
Montpelier, VT 05633



Archaeology 802-828-3965 (fax) 828-2334 duncan.wilkie@state.vt.us
Historic Preservation 802-828-3964 (fax) 828-2334 scott.newman@state.vt.us

MEMORANDUM

To: Rob Sikora, FHWA

Date: September 22, 2005

Subject: NO ADVERSE EFFECT

Project Name: Waitsfield Pathway

Project Number: Waitsfield STP BIKE (24)S

Location: Town of Waitsfield

Distribution: State Historic Preservation Officer
Environmental Files via John Narowski
Chris Slesar, Environmental Specialist

The Vermont Agency of Transportation has reviewed this undertaking according to the standards and procedures detailed in the 4/5/99 Programmatic Agreement to implement the Federal-Aid Highway Program in Vermont and, the PA Manual of Standards and Guidelines. Project review consists of identifying the project's potential impacts to historic buildings, structures, historic districts, historic landscapes, and settings, and to known or potential archeological resources.

The following details the VAOT Officer's findings supporting our effect determination of NO ADVERSE EFFECT for the above-subject project. Completion of this document evidences that VTTrans has satisfied its obligations under Section 106 for this undertaking.

Project Description:

The project is located along Vermont State Route 100 in the Town of Waitsfield, Washington County, Vermont (see Project Area map). It begins 160 ft north of the intersection of Bragg Hill Road within the village of Irasville, and extends 6,973 ft north along Route 100 to the Waitsfield Elementary School and a 577 ft spur section behind Bridge Street Marketplace and along Bridge Street. The improvements are designed to enhance and increase the safety of pedestrian and bicycle access along Route 100.

Work to be performed under the project includes construction of new sidewalks, curbing, landscaping, designated bike lanes, drainage improvements and other incidental items. Sidewalks will be constructed of Portland cement concrete with vertical granite curbs.

Above-Ground Historic Properties:

The Area of Potential Effect includes a historic district and additional individual historic buildings (see Title Sheet with the location of historic resources noted). At the northern end of the project area, a portion of the project is located within the Waitsfield Village Historic District which is listed in the National Register of Historic Places (NR) (see Waitsfield Village Historic District map). The NR form describes the district as follows:

The Waitsfield Village Historic District includes within its boundaries... residences, stores, public buildings, barns and outbuildings. Contributing buildings range in date from 1790 to 1930. The district's predominant architectural style is Greek Revival, but the Gothic Revival, the Italianate Revival, the French Second Empire, the Romanesque Revival, and the Neo-Classical are also represented. The former Richardson Store (Bldg. No. 47), built in 1831, and the 1875 Federated Church (Bldg. No. 13) are the State's finest examples, respectively, of a Greek Revival style commercial building with its original projecting polygonal bay display windows and a Romanesque Revival style church. Near the district's center is located the Great Eddy Covered Bridge, the oldest continuously operational covered bridge in the state.

Within the district, the proposed sidewalk runs along the east side of Route 100 and will be adjacent to 21 of the district's contributing buildings. The proposed sidewalk will be replacing asphalt, concrete or gravel/dirt walkways that are already in place.

In addition to resources in the Waitsfield Village Historic District, there are 11 historic buildings at the southern end of the project area, mostly within Irasville, that are listed in the State of Vermont Historic Sites and Survey (see Irasville inset on Town of Waitsfield map, Bldg. Nos. 14 to 24). These buildings are located along both the east and west sides of Route 100 with most concentrated at the very southern end of the project area. They date between c. 1820 and 1890 and represent several architectural styles including Cape Cod type houses, Greek Revival and Queen Anne, and other vernacular examples. All but one of the buildings, a c. 1833 Greek Revival church, were originally constructed for residential use; however, some, including the church, have been converted to commercial use. At this end of the project area, the proposed sidewalk is primarily a new addition, in some cases, replacing dirt paths created by repeated pedestrian traffic.

Archaeological Resources:

The VTrans Archaeology Officer has reviewed this project and has concluded that it will not impact archaeological resources (see archaeology clearance memo).

Public Participation:

The pedestrian improvements included in this project were proposed by the Town of Waitsfield and have public support. As a VTrans project, the Waitsfield Pathway project has followed standard procedures for public comment.

Analysis:

After review of plans and visits to the project area, we have concluded that the proposed project conforms to the Secretary of the Interior's Standards for Rehabilitation. No resources within the Waitsfield Village Historic District and no other individual historic buildings located along Route 100 to the south of the district will be adversely affected by this project. The construction

of new concrete sidewalks will enhance pedestrian access along Route 100 and will also improve the appearance of degraded sidewalk areas adjacent to historic buildings and properties.

Three Right of Way takings in historic areas will occur as a result of project work but will cause no adverse effect to resources:

1. One is a small strip type taking in front of a historic building on the west side of Route 100 between STA 11+00 and 11+75. The one way entrance to the Irasville Country Store requires the sidewalk to deviate from the state's ROW slightly to the west at this location.
2. In order to follow the existing sidewalk alignment, another minor strip taking at the very southern corner of a historic property is required on the east side of Route 100 around STA 28+00.
3. The third occurs in the "spur" section within the Waitsfield Village Historic District between STA 47+00 and 51+00, off of Route 100, behind the Marketplace. In order to achieve ADA compliance for the sidewalk and maintain standard roadway and bicycle lane widths on Route 100, the spur is necessary through this portion of Route 100. There is an existing pathway between the buildings here.

Additional ROW strip takings in the project area, and other temporary easements required for construction purposes only, will not affect historic resources.

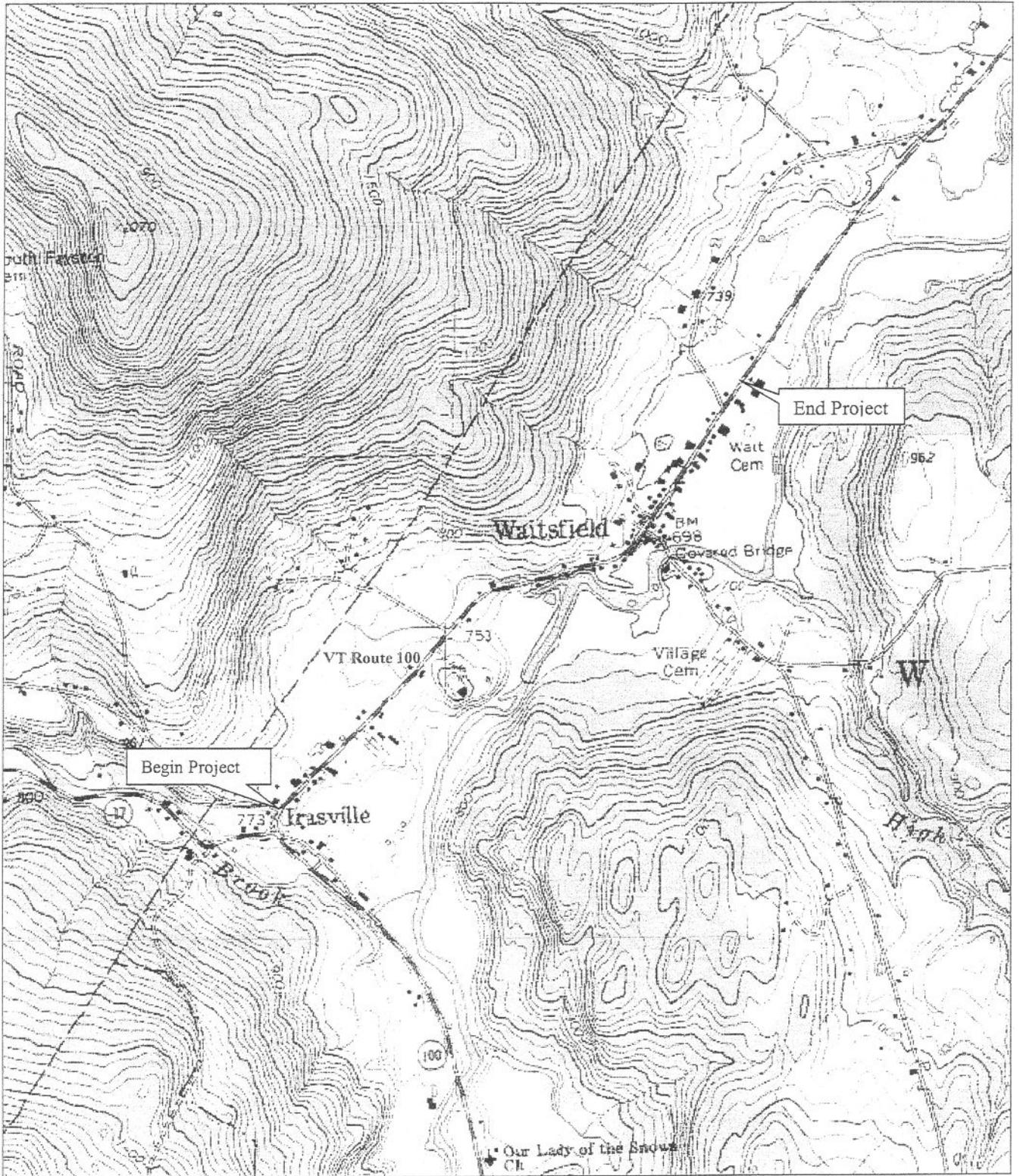
Attachments:

- Project Location Map
- Title Sheet with Historic Resources
- Waitsfield Village Historic District Map
- Irasville Inset Map
- Archaeology Clearance Memo
- Photographs
- Project Plans

Prepared by: Catherine A. Quinn
Historic Preservation Specialist

	9.28.05		9.26.05
Archaeology Officer	Date	Historic Preservation Officer	Date

Waitsfield STP BIKE (24)S: Project Location Map



May 21, 2012

Vermont Agency of Transportation
Richard Tetreault-PDD
One National Life Drive
Montpelier, VT 05633

**Re: Construction General Permit 3-9020 (Amended 2008)
Authorization of Notice of Intent # 6824-9020**

Dear Mr. Tetreault,

Notice of Intent # 6824-9020 for the discharge of stormwater from the construction activities associated with the construction of a pedestrian sidewalk along Vermont Route 100 from Bragg Hill Road northerly to the Waitsfield Elementary School described in the Notice of Intent you submitted has been authorized. Enclosed are four documents that you will need to maintain compliance with this authorization.

1. Authorized Notice of Intent (NOI)

The authorized NOI for Low Risk Projects is valid for two years from the date of the authorization. If the project will proceed past the automatic termination date, you must reapply for coverage under this or another construction stormwater permit before that time.

2. Notice of Authorization for Posting

The notice of Authorization, which details the authorization and conditions you selected in completion of Appendix A to the CGP, must be posted in a location visible to the public in accordance with Subpart 4.5.C of the CGP. In accordance with subpart 5.1 of the CGP, the project risk score must be re-evaluated prior to any major changes to the construction plan.

3. Low Risk Site Handbook for Erosion Prevention and Sediment Control

Please provide the Principal Operator with the low risk site handbook. This handbook details the practices that must be implemented throughout the construction project to prevent erosion and the discharge of sediment from the construction site. Some practices must be in place before construction begins, so please review the entire handbook before starting the project.

4. Notice of Addition of Co-Permittee

This form must be submitted for every new landowner or principal operator who joins the project, in accordance with Subpart 7.2 of the CGP.

The CGP, copies of blank forms, and an electronic version of the Low Risk Handbook are available on the stormwater website:

http://www.vtwaterquality.org/stormwater/htm/sw_cgp.htm.

If you have any questions related to this permit authorization, please contact the Stormwater Section at 802-241-4320 or email stormwater@state.vt.us.

Sincerely,

A handwritten signature in cursive script that reads "Ashley Carver".

Ashley Carver
Stormwater Program

cc: Mark Bannon, P.E., Bannon Engineering

Notice of Authorization

Under Vermont Construction General Permit 3-9020
For Low Risk Projects



Project Name: Waitsfield Transportation Path-STP Bike (24) S	Notice of Intent Number: 6824-9020
Permittee Name: Vermont Agency of Transportation- PDD	Date of Authorization: 5/21/2012
	Date of Expiration: 5/21/2014

The project listed above has received authorization under General Permit 3-9020 to discharge stormwater from the following construction activities: Construction of a pedestrian sidewalk along Vermont Route 100 from Brag Hill Road northerly to the Waitsfield Elementary School.

This authorization includes the following requirements:

1. Implementation of erosion prevention and sediment control practices required by the Low Risk Site Handbook for Erosion Prevention and Sediment Control.
2. All areas of disturbance must have temporary or final stabilization within 7 days of the initial disturbance. After this time, all disturbed soil must be stabilized at the end of each work day. Between October 15 and April 15 all disturbed soil must be at the end of each work day. The following exceptions apply:
 - a. Stabilization is not required if work is to continue in the area within the next 24 hours and there is no precipitation forecast for the next 24 hours.
 - b. Stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of 2 feet or greater (e.g. house foundation excavation, utility trenches).
3. No more than 2 acres of land may be disturbed at any one time.
4. Inspections shall be conducted at least once every (7) calendar days and within twenty-four (24) hours of the end of a storm event resulting in discharge of Stormwater from construction site.
5. If there is a discharge of visibly discolored Stormwater from the construction site or from the Construction site to waters of the State, the permittee shall take immediate corrective action.
6. If, after completing corrective action, there continues to be a discharge of sediment from the construction site to waters of the State, the permittee shall notify DEC by submitting a report within 72 hours of the discharge.

To request information on this authorization, or to report compliance concerns, please contact the Water Quality Division at (802) 241-3777 or write to:

VT DEC, Watershed Management Division
103 South Main Street, Bldg 10 North
Waterbury, VT, 05671-0408

See next page for posting requirements

Permittee Directions for Posting:

This notice shall be placed near the construction entrance at a location visible to the public. If displaying near the main entrance is infeasible, the notice shall be posted in a local public building such as the town hall or public library. For linear projects, the notice shall be posted at a publicly accessible location near the active part of the construction project (e.g., where a pipeline project crosses a public road).

Notice of Intent (NOI)

for Stormwater Discharges Associated with
Construction Activity on

Low Risk Sites

Under Vermont Construction General Permit 3-9020

For Department Use Only
NOI Number: 6824-9020



Submission of this completed Notice of Intent (NOI) constitutes notice that the entity in Section A intends to be authorized to discharge pollutants to waters of the State, from the project identified in Section C, under Vermont's Construction General Permit (CGP). Submission of the NOI constitutes notice that the party identified in Section A of this form has read, understands, and meets the eligibility conditions of the CGP; has determined that the project qualifies for coverage as a Low Risk project in conformance with Appendix A of the CGP; agrees to comply with all applicable terms and conditions of the CGP; understands that continued authorization under the CGP is contingent on maintaining eligibility for coverage; and that all applicable practices in the Low Risk Site Handbook for Erosion Prevention and Sediment Control must be implemented and maintained for the duration of construction activities. In order to be granted coverage, all information required on this form must be provided and an application fee of \$36, made payable to the State of Vermont, must be submitted.

A. Landowner Information

1. Name: c/o Richard Tetreault, Vermont Agency of Transportation PDD

2. Mailing Address
a. Street/P.O. Box: One National Life Drive

b. City/Town: Montpelier c. State: Vermont d. Zip: 05633

3. Contact Information
a. Phone: (802) 828-3978 b. Fax: _____ c. Email: james.brady@state.vt.us

B. Principal Operator Information (if known)

1. Name: TBD

2. Mailing Address
a. Street/P.O. Box: _____

b. City/Town: _____ c. State: Vermont d. Zip: _____

3. Contact Information
a. Phone: _____ b. Fax: _____ c. Email: _____

C. Application Preparer Information (if applicable)

1. Name: Mark Bannon, PE Bannon Engineering

2. Mailing Address:
a. Street/P.O. Box: Post Office Box 171

b. City/Town: Randolph c. State: Vermont d. Zip: 05060

3. Contact Information
a. Phone: (802) 728-6500 b. Fax: (802) 728-6655 c. Email: mark@bannonengineering.com

See Filing Directions for Low Risk Projects

D. Project Information

1. Project Name: Waitsfield Transportation Path- STP BIKE (24)S

2a. Is this project part of a Common Plan of Development? Yes No

2b. If Yes, Name of Development: NA

3a. Does this project have any previously issued or pending stormwater discharge permits? Yes No

3b. If Yes, Prior NOI Number(s): _____

4. Location Address

b. City/Town: Waitsfield a. Street: VT 100 Sidewalk Brag Hill to School

c. Latitude: 44 11' 19.4" d. Longitude: 72 49' 40.6" (center of the project)

5. Project Type: Residential Commercial Industrial Other: Municipal Sidewalk

6. Description of construction activities to be permitted:

Construction of a pedestrian sidewalk along Vermont Route 100 from Brag Hill Rd northerly to the Waitsfield Elementary School 7,000- lf

7. Total Area of Disturbance: 1.6 +/- acres

8. Proposed Start Date: June 1 2012

9. Proposed End Date: October 1, 2012

10. Name(s) of receiving water²: Mad River

11. Include a *topographic location map* showing the project boundaries. _____

E. Public Notice Requirement

You must provide a copy of this completed NOI form to the municipal clerk for posting in the municipality in which the discharge is to be located. If the project and the related discharge(s) are located in different municipalities, then the completed NOI shall be filed with the municipal clerk in each municipality. The municipal clerk must post the completed NOI. You must include the date on which the NOI was posted.

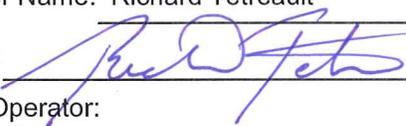
Date of Posting at Municipal Office(s): 5/3/2012 - see e-mail

Information for the Municipal Clerk regarding posting instructions can be found on **Page 4** of this NOI.

F. Certification Relating to the Accuracy of the Information Submitted

I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I also certify that the applicable practices in The Low Risk Site Handbook for Erosion Prevention and Sediment Control will be implemented for the duration of the project for which this NOI is submitted.

Landowner Name: Richard Tetreault Title: Director of Program Development

Signature:  Date: 5-3-12

Principal Operator: _____ Title: _____
(if known)

Signature: _____ Date: _____

Application Preparer: Mark Bannon, PE Title: Designer

Signature:  Date: 5/2/12

¹"Common Plan of Development" is defined within the CGP 3-9020, Appendix C – Definitions, page A-12

²"Waters of the State" (i.e. receiving water) is defined within the CGP 3-9020, Appendix C – Definitions, page A-16

For Department Use Only

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION AUTHORIZATION TO DISCHARGE

A determination has been made that the proposed construction activities qualify for coverage under General Permit 3-9020 (amended 2008) as a Low Risk project. Subject to the conditions of General Permit 3-9020 (amended 2008) the applicant is hereby authorized to discharge stormwater runoff from a construction site as described in this Notice of Intent Number 6824 -9020.

Dated at Winooski, Vermont this 21st day of May, 20 12

David K. Mears, Commissioner Department of Environmental Conservation

By: Padraic Monks
Padraic Monks, Program Manager
Stormwater Program

PUBLIC COMMENT

Public comments concerning this Notice of Intent to discharge under CGP 3-9020 (amended 2008) are invited and must be submitted within 10 days of receipt of this Notice by the Municipal Clerk. Comments should address how the application complies or does not comply with the terms and conditions of CGP 3-9020 (amended 2008). A letter of interest should be filed by those persons who elect not to file comments but who wish to be notified if the comment period is extended or reopened for any reason. All written comments received within the time frame described above will be considered by the Department of Environmental Conservation in its final ruling to grant or deny authorization to discharge under CGP 3-9020 (amended 2008). Send written comments to:

Vermont Department of Environmental Conservation
Watershed Management Division, Stormwater Program
103 South Main Street, Building 10 North
Waterbury, VT 05671-0408

Please cite the NOI number in any correspondence.

APPEALS

Renewable Energy Projects – Right to Appeal to Public Service Board

If this decision relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. §248, any appeal of this decision must be filed with the Vermont Public Service Board pursuant to 10 V.S.A. §8506 and must be filed with the clerk of the Public Service Board within 30 days of the date of this decision. This section does not apply to a facility that is subject to 10 V.S.A. §1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. §1006 (certification of hydroelectric projects) or 10 V.S.A. Chapter 43 (dams). For additional information, see the Public Service Board website at <http://psb.vermont.gov> or call (802) 828-2358. The address for the Public Service Board is 112 State Street Montpelier, Vermont 05620-2701.

All Other Projects – Right to Appeal to Environmental Court

Pursuant to 10 V.S.A. Chapter 220, if this decision relates to all other projects, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The appellant must attach to the Notice of Appeal the entry fee of \$250.00 payable to the State of Vermont. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For additional information, see the Vermont Rules for Environmental Court Proceedings, available online at www.vermontjudiciary.org or call (802) 828-1660. The address for the Environmental Court is 2418 Airport Road, Suite 1, Barre, Vermont 05641.

A copy of CGP 3-9020 (amended 2008) may be obtained by calling (802) 241-3777 or by download from the Watershed Management Division's Web site at: http://www.anr.state.vt.us/dec/waterq/stormwater/htm/sw_cgp.htm.

INFORMATION FOR MUNICIPAL CLERK

10 V.S.A. Chapter 47 §1263(b) provides for the public notice of an applicant's intent to discharge stormwater runoff associated with construction activity. Please post this notice and instruction sheet in a conspicuous place for 10 days from the date received. If you have any questions, contact the Watershed Management Division at (802) 241-3777.

Submit this *original* form and the \$36 fee to:

**Vermont Department of Environmental Conservation
Watershed Management Division, Stormwater Program
103 South Main Street, Building 10 North
Waterbury, VT 05671-0408**

BB. VTrans Utility 19 VSA Sec. 1111 Permit

PERMIT ID# 34981

FOR AGENCY USE ONLY

Waitsfield
STP Bike (24)S
97F202

COPY

Town: Waitsfield
Route: VT 100
Mile Marker: 2.090 ~ 4.005
Log Station: 142+03 RT-100 ~ 211+46 RT-100

VERMONT AGENCY OF TRANSPORTATION
19 V.S.A. § 1111 PERMIT APPLICATION

Owner's/Applicant's Name, Address & Phone No. Town of Waitsfield, 9 Bridge St., Waitsfield, VT 05673
802 496-2218

Co-Applicant's Name, Address & Phone No. (if different from above) _____
Main Street

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)
Main Street, State Rte. 100 from Waitsfield School to Bragg Hill Rd.

Description of work to be performed in the highway right-of-way (attach sketch)
Install 5' concrete sidewalk, granite curbing, bike lanes and drainage as per plans dated 3/5/09.

Property Deed Reference Book: _____ Page: _____ (only required for Permit Application for access)

Is a Zoning Permit required? Yes No - If Yes, # _____

Is a 30 VSA § 248 permit required? Yes No - If Yes, # _____

Is an Act 250 permit required? Yes No - If Yes, # _____

Other permit(s) required? Yes No - If Yes, name and # of each _____

Date applicant expects work to begin June 1, 2010

Owner/Applicant: Valerie Capes Position Title: Town Administrator
(Print name above)

Sign in Shaded area: Valerie Capes Date: 02/04/10

Co-Applicant: _____ Position Title: _____
(Print name above)

Sign in Shaded area: _____ Date: _____

INSTRUCTIONS:

- Contact the Agency of Transportation Utilities and Permits Unit (802.828.2653) or your local area Agency Transportation Maintenance District to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your 19 VSA § 1111 permit application.
- Complete this TA 210 Form (some information may not apply to you) and attach all necessary documents and submit it to the issuing authority. We require this application to be signed by the property owner or their legally authorized representative. Original signatures are required.
- The Owner/Applicant and Co-Applicant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.
- If you have any questions contact the issuing authority.

PERMIT APPROVAL

This covers only the work described below: Permission is granted to work within the state highway right-of-way to install 5 foot concrete sidewalk, granite curbing, bike lanes and drainage in accordance with the agency standard details and the attached plan and permit special conditions.

The work is subject to the restrictions and conditions on the reverse page, plus the Special Conditions stated on the attached page(s).

Date work is to be completed December 1, 2010

Date work accepted: _____

By Wass Shuller Issued Date February 22, 2010
Authorized Representative for Secretary of Transportation

By: _____
DTA or Designee

NOTICE: This permit covers only the Vermont Agency of Transportation's jurisdiction over this highway under Title 19 Section 1111 VSA. It does not release the petitioner from the requirements of any other statutes, ordinances, rules or regulations.

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at:

District #6, (802) 828-2691

Applicant to Complete

COPY

SPECIAL CONDITIONS

This permit is granted subject to the restrictions and conditions on the back of the permit, with particular attention given to the Special Conditions listed below. This permit pertains only to the authority exercised by the Agency of Transportation under Vermont Statutes Annotated, Title 19, Section 1111, and does not relieve the Permit Holder from the requirements of otherwise applicable statutes, rules, regulations or ordinances (e.g., Act 250, zoning, etc.). The Permit Holder shall observe and comply with all Federal and State laws and local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the work, and the Permit Holder shall defend, indemnify, and save harmless the State and all its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws, ordinances, regulations, order, or decree, whether by the Permit Holder in person, by an employee of the Permit Holder, by a person or entity hired by the Permit Holder, or by a Subcontractor or supplier.

All work shall be accomplished in accordance with the attached plan dated February 22, 2010 (Received).

After the Contractor has been selected, the Contractor is required to sign the permit application as co-applicant. A copy of the signed permit shall be returned to the Utilities and Permits Unit prior to the preconstruction meeting.

The Contractor shall maintain one lane of traffic at all times and two lanes of traffic at the completion of the work day and throughout the weekend.

The sidewalk must be constructed in such a manner as to prevent water from flowing onto the state highway. If the sidewalk is not constructed satisfactorily, the Resident Engineer or the District Transportation Administrator can order reconstruction of the sidewalk at the Owner's expense.

All work shall be accomplished in accordance with the details, profiles and notes of VAOT Standard Drawings C-2A, C-2B, C-3A, C-3B and C-10, copies attached. The sidewalk and associated sidewalk ramps shall be compliant with the American Disability Act (ADA).

No open trenching shall be allowed to install drainage or any other utilities within the VT travel way.

Trench excavation and/or backfill material shall not be stockpiled on the highway travel way or shoulder areas.

The permit holder must exercise extreme care when working adjacent to existing storm drainage pipes and drop inlets owned by the State. Any damage caused by the Permit Holder, or any contractor doing work for the Permit Holder, to the drainage system must be repaired using new materials. Repairs must be inspected by VTrans.

The Permit Holder must restore disturbed driveways, sidewalks and lawns located in the highway rights-of-way and maintained by abutting property owners back to their original condition prior to construction.

All newly planted trees shall be planted a minimum of two (2) feet behind curbing. The trimming and all other maintenance associated with said trees will be the responsibility of the Town of Waitsfield.

The Town of Waitsfield shall be responsible for the future maintenance of the proposed sidewalk, including (but not limited to) winter snow and ice removal, if appropriate.

The Permit Holder is to be aware of the probability of a paving project being conducted on this stretch of roadway in 2011. If the permitted project is not completed and carries over into 2011, it will be necessary to work in conjunction with the paving contractor.

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting.

Roadway shoulder areas must be maintained free of unnecessary obstructions, including parked vehicles, at all times while work is being performed under this permit.

All grading within the highway right-of-way associated with the proposed construction shall be subject to inspection and approval by the District Transportation Administrator or their staff. The Permit Holder shall be responsible for ensuring that all grading work in or on the State Highway right-of-way is in compliance with applicable statutes, rules, regulations or ordinances.

In areas to be grass covered, the turf shall be restored by preparing the area and applying the necessary topsoil, limestone, fertilizer, seed, and mulch all to the satisfaction of the District Transportation Administrator. The Permit Holder shall be responsible for ensuring that all turf restoration work in or on the State Highway right-of-way is in compliance with applicable statutes, rules, regulations or ordinances.

The placement, size, shape, and color of all pavement markings will be in accordance with the most recent editions of the Manual on Uniform Traffic Control Devices and Vermont Standards. All existing pavement markings that become disturbed or overlaid with pavement shall be replaced with "in kind" (durable or paint) markings. All costs associated with this work shall be borne by the Permit Holder.

Upon completion of the work, the Permit Holder shall be responsible to schedule and hold a final inspection. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection.

The Permit Holder shall be responsible for all damages to persons and/or property due to or resulting from any work allowed under this permit. The Permit Holder shall defend, indemnify and save harmless the State, the Agency, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, including all costs or expenses to defend against such suits, actions or claims.

It is a condition of this permit that Owner/Applicant is required to and agrees to promptly and unconditionally pay for full repair and restoration of any and all damages to existing underground utility facilities (meaning any underground pipe, conduit, wire or cable, including appurtenances) that have been brought about by the execution of the permitted work. Owner/Applicant is also required to pay for any costs to repair the highway following and resulting from any repairs to existing utilities occurring as a result of the work covered by this permit. Except with the specific, written permission of the Engineer, the Permit Holder or his/her contractor shall expose all underground facilities to verify their location and depth, at each location where the authorized boring or drilling work crosses a facility; and at reasonable intervals when closely paralleling a facility. Whenever possible, existing facilities should be crossed at a perpendicular angle. The Owner/Applicant shall be responsible for obtaining the modification of the highway permit, if necessary, for any additional survey work before initiating boring or drilling operations under the permit. Failure to fully, promptly, and conscientiously comply with all of the conditions of this paragraph, including but not limited to the obligation to pay for repairs, will be treated as grounds for a refusal by the Agency to grant any further requests by Owner/Applicant for any other permits for subsurface work unless Owner/Applicant

furnishes irrevocable financial security, in a type and an amount deemed sufficient by the Agency in its sole discretion, prior to such future subsurface work.

The Owner/Applicant shall erect and maintain all necessary site erosion prevention and sediment control measures to maintain compliance with Vermont Water Quality Standards with the highway right-of-way. All exposed earth areas having erosion potential must be temporarily or permanently stabilized within seven (7) days of disturbance or as necessary to prevent sediment from entering the VTrans highway stormwater management system. Slopes steeper than 1:3 shall make use of appropriate erosion matting.

It is incumbent upon the Permit Holder to verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed. Traffic control devices, shall be in conformance with the MUTCD (Manual on Uniform Traffic Control Devices), Agency of Transportation Standards and any additional traffic control deemed necessary by the District Transportation Administrator. Failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VAOT Standards, and trained Flaggers shall be provided. The District Transportation Administrator may require a similar sign package with trained Flaggers whenever it is deemed necessary for the protection of the traveling public. In addition, the District Transportation Administrator may require the presence of Uniform Traffic Officers (UTOs); moreover, the presence of UTOs shall not excuse the Permit Holder from its obligation to provide the sign package and Flaggers.

When traffic control becomes so complex that the traffic control cannot be accomplished using Agency standards, the Permit Holder must submit a traffic control plan to the Agency's Utilities Unit for Agency approval prior to beginning work.

The Permit Holder shall ensure that all workers exposed to the risks of moving highway traffic and/or construction equipment wear high-visibility safety apparel meeting the requirements of ISEA (International Safety Equipment Association) "American National Standards for High-Visibility Safety Apparel," and labeled as ANSI (American National Standards Institute) 107-2004, or latest revisions, for Performance Class 2 or 3 requirements. A competent person - one designated by the Permit Holder's Contractor to be responsible for worker safety within the activity area of the State highway right-of-way - shall select the appropriate class of garment. The Engineer may suspend this permit until compliance is obtained.

State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-2653
[fax] 802-828-5742
[ttd] 800-253-0191

June 22, 2011

Town Of Waitsfield
Valerie Capels
9 Bridge Street
Waitsfield, VT 05673

Subject: Waitsfield, VT100, L.S. 142+03 ~ 211+46 LT & RT

Dear Ms. Capels:

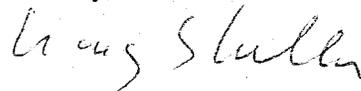
Per your request, the "work completion date" for the permit issued on February 22, 2010, to install concrete sidewalk, bike lane and drainage, is extended to December 01, 2012.

This permit extension letter becomes a part of the originally issued permit and should be attached to your copy.

The work must be completed under the same conditions as set forth in the original permit #34981.

Please feel free to contact Shaun P. Corbett at (802) 828-5299 if you have questions or comments

Sincerely,



Craig S. Keller, P.E.
Chief of Utilities & Permits Unit

cc: District Transportation Office #6

bcc: Bill Preis



State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-2653
[fax] 802-828-5742
[ttd] 800-253-0191

March 22, 2010

Town of Waitsfield
Valerie Capels
9 Bridge Street
Waitsfield, VT 05673

Subject: Waitsfield, VT100, L.S. 0142+03 – 211+46 RT & LT

Dear Ms. Capels

Your permit to work within the State highway right-of-way to install a new sidewalk issued on February 22, 2010, at the location indicated, has been amended by this office. All special conditions issued with the permit still pertain with exception of the following **"All newly planted trees shall be planted a minimum of two (2) feet behind curbing. The trimming and all other maintenance associated with said trees will be the responsibility of the Town of Waitsfield."** This condition is to be omitted from the permit special conditions. Please feel free to call me with any questions you may have at (802) 828-5299.

Sincerely,

A handwritten signature in black ink, appearing to read "Shaun Corbett".

Shaun Corbett
Project Supervisor
Utilities & Permits Unit

Enclosures

cc: District Transportation Office #6

COPY

July 10, 2011

Town Administrator
Town of Waitsfield
9 Bridge Street
Waitsfield, VT 05673

Attention: Valerie Capels, Municipal Project Manager

Reference: Waitsfield STP BIKE (24)S

The noted projects plans, calculations and notes have been reviewed by our personnel and are substantially free from errors and omissions and are in conformance with the appropriate standards and specifications. All appropriate utility clearances have been obtained and are on file.

Sincerely,

Bannon Engineering

A handwritten signature in black ink, appearing to read "Mark Bannon", with a long horizontal flourish extending to the right.

Mark Bannon, PE
President
Tel: (802) 728-6500
Fax: (802) 728-6655

cc: William Preis, LTF Project Supervisor
Bannon Engr. File

CC. VTrans Rights of Way Section Certificate

To: Distribution
From: Robert M. White, Chief of Right-of-Way *RMW*
Date: March 16, 2010
Subject: Waitsfield STP BIKE (24)S

Right-of-Way Certificate

This is to certify that:

1. All necessary rights-of-way have been acquired including legal and physical possession; the Town of Waitsfield has the right to enter on all lands. Therefore the right-of-way is clear.
2. All acquisition was in accordance with current Federal Highway Administration Directives and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
3. No acquisition required compliance with the provisions of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
4. There were no items in mitigation of right-of-way damages.
5. There are no Right-of-Way Special Agreements on this project.

RMW:bam

Distribution

Marvin D. Kingsbury, Federal Funds Administrator, Budget Operations Section
Bill Pries, Project Supervisor, Local Transportation Facilities
Acquisition (2)
Craig Keller, Chief of Utilities & Permits
ROW General File (original)
Kenneth R. Sikora, Jr., FHWA

Right-of-Way Certification
Route 100 Transportation Path - Waitsfield STP BIKE (24)S

This is to certify that:

1. As shown on Project Plans filed in the Town Clerk's office on April 27, 2009, all necessary rights-of-way have been acquired including legal and physical possession, the Town of Waitsfield, or its assigns, have the right to enter on all lands and the right-of-way is clear.
2. All acquisition was in accordance with current Federal Highway Administration Directives and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
3. No Acquisition required compliance with the provisions of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The following is a summary of the Project acquisitions:

Parcel #	Owner	Effective Date	Easement
3	EVERGREEN PLACE HOUSING LIMITED PARTNERSHIP	May 19, 2009	Temporary
12	GLENTORAN CORP., N.V.	June 4, 2009	Temporary
13	ANDREW B. BAIRD, JR.	June 16, 2009	Temporary
14 & 15	WILLIAM AND JULIE PARKER	September 1, 2009	Temporary Permanent
16	WAIT FARM PARTNERS, A LIMITED PARTNERSHIP	May 20, 2009	Temporary
20	A. WESLEY LOWE AND SUZANNE E. LOWE	August 10, 2009	Temporary
21	RAYMOND LAROCHELLE	August 9, 2009	Temporary
22	WILLIAM MACLAY AND ALEXANDRA MACLAY	August 9, 2009	Temporary
23	MAD PARTNERS, LLC	July 23, 2009	Temporary
27	WAITSFIELD UNITED CHURCH	July 28, 2009	Temporary
28	ROBERT A. BURLEY AND PATRICIA A. BURLEY, TRUSTEES of the Robert A. Burley Revocable Trust and the Patricia A. Burley Revocable Trust	August 3, 2009	Temporary
29	WRENN F. COMPERE	August 17, 2009	Temporary
30	HENRI BOREL AND ROSE BOREL	June 1, 2009	Temporary
31	DAVID K. LEPLA AND MELANIE GUERNSEY-LEPLA	July 21, 2009	Temporary
32	RICHARD JOHNSTON KING AND HARRIET ANN KING	May 12, 2009	Temporary
34	MAD RIVER VALLEY AMBULANCE SERVICES, INC.	August 31, 2009	Temporary
36	ROBERTA C. BONNETTE, Individually and as TRUSTEE OF THE ROBERTA C. BONNETTE TRUST	June 22, 2009	Temporary
37	FRANCES GARDINER	July 31, 2009	Temporary
38	THE SCHOOL HOUSE CONDOMINIUM ASSOCIATION	August 6, 2009	Temporary

Dated at Town of Waitsfield, this day 11 of March, 2010

TOWN OF WAITSEIELD

By: *Shawn Guibord*
ATTORNEY FOR THE TOWN OF WAITSFIELD

DD. VTrans General Special Provisions For All Projects
December 10, 2010 (Section 652 added Feb 2011)

GENERAL SPECIAL PROVISIONS FOR ALL PROJECTS
2006 STANDARD SPECIFICATIONS

SECTION 101 - DEFINITIONS AND TERMS

1. 101.01 ABBREVIATIONS, is hereby corrected by deleting "American Railway Association" as the respective expression for ANSI and replacing it with "American National Standards Institute".
2. 101.01 ABBREVIATIONS, is hereby further corrected by deleting "American Wood-Preservers' Association" as the respective expression for ASTM and replacing it with "American International Standards Worldwide".
3. 101.01 ABBREVIATIONS, is hereby still further corrected by adding the abbreviation "AWPA" and its respective expression "American Wood-Preservers' Association" to the list of abbreviations immediately after "ASTM" and its respective expression.
4. 101.02 DEFINITIONS, is hereby modified by deleting the definition for ACTUAL COMPLETION DATE and replacing it with a new definition for ACTUAL COMPLETION DATE as follows:

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

5. 101.02 DEFINITIONS, is hereby further modified by adding the following as the last sentence of the definition for CONTRACTOR:

The Contractor will act in an independent capacity and not as officers or employees of the State.

SECTION 105 - CONTROL OF THE WORK

6. 105.03 PLANS AND WORKING DRAWINGS, part (b) Working Drawings, subpart (3)b.4. Required Construction Drawings, is hereby modified by adding the following as the fifth row in the table:

501 HPC Structural Concrete (stay-in-place corrugated metal forms (SIPCMF))	Structures Engineer	For Approval
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7. 105.03 PLANS AND WORKING DRAWINGS, part (b) Working Drawings, subpart (3)b.4. Required Construction Drawings, is hereby further modified by adding the following as the twelfth row in the table:

522 Lumber and Timber (erection plan)	Construction Engineer	Documentation Only
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8. 105.20 CLAIMS FOR ADJUSTMENT, is hereby modified by being deleted in its entirety and replaced with the following:

9. 105.20 CLAIMS FOR ADJUSTMENT.

(a) Notice Requirements. In order to bring a claim for additional compensation not clearly covered by the Contract for conditions substantially different than represented by the Contract and not ordered by the Engineer as Extra Work as defined herein, the Contractor must provide written notice ("the Notice of Intent to File a Claim" or the "Notice") to the Engineer before conducting any work or purchasing any materials subject to the claim (the "Claim"). The words "Notice of Intent to File a Claim" must appear in large print at the top of the document. The Notice must specify the basis for the Claim, including the nature of the Claim, the reason why the Contractor believes that the Agency is responsible for payment of the Claim, and a description of the additional compensation, including reference to each activity associated with the work and/or materials, including reference to any impacts to the Contractor's Progress Schedule, as defined in Subsection 108.03 (the "Critical Path"). If the Contractor fails to provide the Notice as specified herein, the Contractor waives its right to bring the Claim under the Contract.

(b) Notice Documentation Requirements. Upon providing the Notice of Intent to File a Claim, the Project Superintendent must commence daily records for all labor hours, equipment hours (idle and operating), and materials involved with the work or materials at issue in the Notice. The Contractor must submit such records to the Engineer on a daily basis. Such records must include a written analysis of how the work and/or materials at issue in the Notice impact/s the Critical Path. If the Contractor fails to provide such records to the Engineer as required herein, the Contractor waives its right to bring the Claim.

(c) Claims Procedure. The Engineer's written acknowledgement of the Notice and receipt of the Contractor's daily reporting under this Subsection shall not be construed as an approval by the Agency of the merits of the Claim. Claims are evaluated by the Construction Engineer. If the Construction Engineer rules in favor of the Contractor, the Claim will be allowed, in whole or in part, and paid as provided in the Contract. If the Construction Engineer denies the Claim, in whole or in part, the Contractor may appeal to the Director of Program Development. Notwithstanding any other provision of law, case law, regulation, or the Contract, an appeal from the decision of the Construction Engineer shall be made within 30 calendar days of denial, and not thereafter.

(d) Claims Documentation Requirements. The Contractor must provide the Construction Engineer with the following documentation in support of the Claim:

- (1) A detailed statement of the Claim, including all necessary dates, location, and work and material items at issue in the Claim;

- (2) The date on which the Contractor first became aware of the actions or conditions giving rise to the Claim;
- (3) A copy of the Notice of Intent to File a Claim;
- (4) A list of the names of all Agency employees and agents, including consultants, the Contractor believes have knowledge or information concerning the facts giving rise to the Claim;
- (5) A list of the names of all Contractor employees and agents, including subcontractors, whom the Contractor believes have knowledge or information concerning the facts giving rise to the Claim;
- (6) A list of the specific provisions of the Contract that the Contractor believes support the Claim, and a description of why the Contractor believes those provisions support the Claim;
- (7) A list of all documents and all oral statements that the Contractor believes support the Claim;
- (8) A statement as to whether additional compensation and/or a time extension are being requested in the Claim;
- (9) If a time extension is being requested in the Claim, a statement as to the specific number of days being requested, supported with reference to how the facts underlying the Claim affected the Contractor's performance schedule, including how such facts affected the Critical Path;
- (10) A description of the amount of additional compensation being sought, itemized by category of work, including delays associated with performing the work, work items, materials costs, and any and all other costs at issue in the Claim. Such documentation includes, but is not limited to, invoices for rented equipment, a Blue Book analysis for owned equipment; and subcontractor agreements.
- (11) If additional compensation for delays associated with performing the work is included in the Claim, the Contractor must provide a description of the operations that were delayed, the reasons for the delay, the impact of the delay on the operations, and how the delay impacted the Contractor's progress schedule, including the Critical Path.

- (12) For every claim seeking additional compensation in excess of \$50,000, the Contractor must provide a separate document certifying that the documentation provided in support of the Claim and that the amount of additional compensation sought in the Claim is accurate and that the Contractor has a good faith basis for believing that the Agency is responsible for payment of the Claim (the "Claims Certification"). The Claims Certification shall be notarized and executed by a senior officer of the Contractor with legal authority to bind the Contractor, or if the Contractor is a sole proprietor, by the proprietor. The Claims Certification may be used in any proceeding under the False Claims Act, 18 U.S.C.A. §1020 23 C.F.R. §635.119.
- (e) Appeal to the Director of Program Development. Appeals will be judged by the Director of Program Development. Should an appeal be judged in favor of the Contractor, it will be allowed and paid as provided in the Contract. Should a claim be denied by the Director of Program Development, the Contractor may appeal under Subsection 105.02.
- (f) Time for Claims; Appeals. Notwithstanding any other provision of law, case law, regulation, or the Contract, all claims by the Contractor shall be submitted in writing within 90 calendar days after the Acceptance Date of the project or within 90 calendar days of the Notice of Intent to File a Claim, whichever occurs first, and not thereafter (the "Claim Filing Period"). Such claims must meet the requirements set forth above, including but not limited to complete documentation supporting the Claim. If the Contractor fails to meet these requirements, the Construction Engineer may grant the Contractor additional time to meet the requirements. Any additional time granted for such purpose shall not be the subject of any demand for interest payments or for attorneys' fees and/or other costs. If the Contractor fails to file the Claim within the Claim Filing Period, the Contractor waives its right to bring the Claim. If the disputed work continues to be performed beyond the Claim Filing Period, the Contractor must submit a written request to extend the Claim Filing Period prior to the expiration of the Claim Filing Period. The Contractor shall submit such requests for extension of the Claims Filing Period every 90 calendar days until the disputed work is completed.
10. 105.30 VALUE ENGINEERING, is hereby modified by being deleted in its entirety and replaced with the following:
11. 105.30 VALUE ENGINEERING.
- (a) General. The intent of value engineering (VE) is to provide an incentive to the Contractor to initiate, develop, and present to the Engineer for consideration cost reduction proposals involving changes in the drawings, designs, specifications, or other requirements of the Contract. These provisions do not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a VE proposal.

The change in cost proposals contemplated are those that would require a Change Order/Supplemental Agreement (COSA) modifying the Contract and would produce an overall savings to the public by providing items or methods other than those specified in the Contract and/or reduce future maintenance costs without impairing essential functions and characteristics such as service life, safety, durability, reliability, economy of operation, ease of maintenance, and necessary standardized features. A VE proposal shall contain proven features that have been used under similar conditions, and is presented as such, and does not contain equivalent options already provided in the Contract.

(b) Procedure.

- (1) General. Unless mutually agreed otherwise, the VE proposal approval process will occur in three steps:
 - a. A conceptual VE proposal submission and review.
 - b. A detailed VE proposal submission and evaluation, and if approved.
 - c. A COSA modifying the Contract, including the amount of payment due to the Contractor and credit due to the Agency.

- (2) Conceptual Value Engineering Proposal (CVEP). To begin the VE proposal approval process, the Contractor shall submit a written Conceptual Value Engineering Proposal (CVEP) to the Engineer for consideration. The CVEP is not a formal and complete submittal based upon detailed technical analysis, but instead relays a conceptual idea based upon the Contractor's knowledge and expertise. The CVEP should include the following information based upon the Contractor's best knowledge and understanding:
 - a. General Description. A narrative that describes the proposed change in concept and includes the basic differences between the existing Contract and the proposed change.
 - b. Advantages and Disadvantages. A listing and brief description of the comparative advantages and disadvantages of the CVEP including effects on the service life, safety, durability, reliability, economy of operation, ease of maintenance, and any other factors significantly altered by the CVEP.
 - c. Impacts to Permits and/or Third-Party Agreements. A description of steps necessary to address existing permits, new permits, or third party agreements that may be impacted or required in order to initiate the proposed change(s). In addition, the Contractor shall describe its expectation of securing or modifying these documents, who is responsible for securing them, and required timeframe(s).

- d. Identification of Prior Similar CVEPs. If the CVEP was submitted previously on another Agency project, the date, the project name and number, and the action taken by the Agency shall be indicated.
- e. Known Use or Testing. A description of any previous use or testing of the concept(s) included in the CVEP that is known to the Contractor, including the tester, the conditions, and the results.
- f. Estimate of Net Savings. An estimate of the Net Savings as defined in part (c) below. This amount shall not include the cost to prepare and submit the CVEP)
- g. Estimate of Development Costs. A scope of work and related cost estimate to develop and submit a Detailed Value Engineering Proposal (DVEP). This estimate should include a detailed estimate of both the engineering costs the Contractor will incur in preparing the DVEP (the "Internal DVEP Costs") and the cost the Contractor will incur to obtain specialty engineering services that the Contractor cannot perform and which are necessary to prepare the DVEP (the "External DVEP Costs") (collectively, the "DVEP Costs"). If the Contractor establishes, to the satisfaction of the Construction Engineer, that it does not have the financial resources to incur the DVEP Costs, the Agency may, in its sole discretion, decide to advance the Contractor up to 50% of the DVEP Costs. In no event will the Agency pay more than 50% of the DVEP Costs, nor will the DVEP Costs exceed 50% of the Net Savings amount, as defined in part (c) below.
- h. Savings and Schedule Impacts. An estimate of the time necessary for the Contractor to submit a DVEP and the time-sensitivity of the savings identified. Such estimate shall specify the date by which the Agency must approve the DVEP to obtain the maximum cost reduction, and the latest date by which the Agency must approve the DVEP for the Contractor to avoid significant impacts on the estimated Net Savings or the Contractor's schedule of work. If the Agency determines that the time for response is insufficient for review, the Contractor will be promptly notified.
- i. Agency Review. The Engineer will use best efforts to review a conforming CVEP and respond to the Contractor within 14 calendar days of receipt. The Agency may, at its sole discretion:
 - 1. Invite the Contractor to submit a DVEP;
 - 2. Reject the CVEP for reasons that will be described briefly; or
 - 3. Request additional information.

- (3) DVEP. If invited by the Agency as provided in subpart (b)(2)i.1., the Contractor may submit a DVEP. DVEPs will be processed in the same manner as prescribed for any other alterations of the Contract that require a COSA and shall contain, as a minimum, the following information:
- a. Description. A description of what is being changed, altered, or deleted, and why, and what is being proposed to improve upon the originally designed feature.
 - b. Itemization. An itemization of the requirements of the Contract (plans, specifications, pay items, and unit prices) that must be changed and a recommendation of how to make each change, including a description of the advantages and disadvantages and where these items have been successfully used on other projects before or tested elsewhere.
 - c. Computation of Net Savings. A detailed computation of the estimated net savings to be generated as defined in part (c), actual DVEP development costs, and estimated savings and schedule impacts, including approval date(s) required. If the Agency determines that the time for response is insufficient for review, the Contractor will be promptly notified.
 - d. Prediction of Other Costs. A prediction of any effects the proposed changes would have on other costs to the Agency, including environmental effects, traffic impacts, and preventive action or treatment costs.
 - e. Plans and Specifications. A complete set of Plans and Specifications, prepared as Construction Drawings in accordance with Subsection 105.03, showing the proposed revisions relative to the original Contract features and requirements. All DVEPs that require engineering design, computations, or analysis shall be prepared under the responsible charge of and sealed by a Professional Engineer licensed in the State of Vermont.
 - f. Contract Completion. A statement as to the effect the proposal would have on the time for the completion of the Contract. Extension to the original Contract Completion Date will generally not be approved.
- (4) Evaluation of DVEP. The Agency will evaluate the DVEP and consider the following:
- a. The Agency may request any additional information that it determines is necessary to properly evaluate the DVEP. Where design changes are proposed, such additional information may include results of field investigations and surveys, design computations, specifications, and any field changes already incorporated into the project. The Contractor shall promptly provide any such requested information.

- b. The Agency may require the Contractor to provide additional information to verify the Contractor's cost analysis.
 - c. When the Agency is acting as the contracting authority for a locally owned facility, the local governing body must also provide approval. The Contractor shall present their proposal to the local governing body and allow sufficient time to present the proposal and receive comments.
- (5) Evaluation Response. The Agency will use its best effort to evaluate a conforming DVEP and provide the Contractor with a written response within 30 calendar days of receipt of all of the information it has determined was necessary to properly evaluate the DVEP. Such response will include a brief description of the Agency's reason(s) for its decision. The Agency, at its sole discretion, will either accept the DVEP, accept it with conditions, or reject it.
- (6) No Liability for Delay. The Agency shall not be liable for any delay in acting upon any VE proposal submitted. The Contractor may withdraw in whole or in part any VE proposal not accepted within the period specified in the proposal. The decision of the Engineer as to the acceptance or rejection of VE proposals will be final and will not be subject to the provisions of Subsections 105.02 or 105.20.
- (7) Contingencies. The Agency may approve a DVEP with contingencies, which if not met by the Contractor, will prompt the Agency to reject the DVEP before the execution of a COSA. Contingencies may include but not be limited to the necessary approvals of permits, amendments, execution or amendments to third-party agreements, specific deadlines for completion of submittals, or execution of permits, agreements, and/or amendments thereof.
- (8) Rejection/Termination. If the Agency rejects the DVEP, the DVEP process will terminate. The Agency, in its sole discretion, will determine whether to reimburse the Contractor for DVEP Costs, and if so, what percentage of those costs. In no event will the Agency pay more than 50% of the DVEP Costs. These costs will not include the cost to prepare the CVEP.

(c) Accepted Proposals; COSA. If a DVEP is accepted, or if it is accepted with conditions and the Contractor wants to proceed, the necessary Contract modifications will be effected by execution of a COSA which will provide for equitable price adjustments giving the Contractor and the Agency equal shares in the net savings. Unless and until a proposal is effected by such Contract modification, the Contractor shall remain obligated to perform in accordance with the terms of the existing Contract. In addition to the requirements of Subsections 109.04 and 109.05, the DVEP will set forth the credit due the Agency calculated as the difference between the cost of performing the work, as originally specified, and the amount payable to the Contractor for the revised work. The payment for this Contract modification will only include the following amounts:

- (1) The cost of performing the work as revised by the DVEP at agreed upon unit or lump sum prices;
- (2) The DVEP development costs that the Agency agreed to reimburse the Contractor as provided in subpart (b)(2)g., if any; and
- (3) Fifty percent (50%) of the Net Savings (NS) generated by the DVEP as determined by the Agency, calculated as follows:

$$NS = EGS + CSP - CUDC - AVEC$$

Where:

NS = Net Savings generated by the DVEP.

EGS = Estimated Gross Savings is an agreed upon difference between the cost of performing the Work as originally specified in the Contract and the cost of performing the Work as revised by the DVEP.

CSP = Cost Savings to the Public are those funds not expended by the public, including but not limited to reduced maintenance costs and reduced road user costs. CSP shall not include any cost savings attributable to a time period exceeding ten (10) years from the Contract Completion Date.

CUDC = Contractor's Unreimbursed Development Costs related to the preparation of the DVEP, including costs of the Contractor's design subconsultants and subcontractors, but excluding all such costs already paid by the Agency under subpart (b)(2)g. above.

AVEC = Agency's VE Costs related to review, approval, and implementation of the DVEP including design costs, field inspection, and the value of any Agency-provided property.

The COSA effecting the necessary Contract modifications shall establish the net savings agreed upon and shall provide for such adjustment in the Contract price as will divide the net savings equally between the Contractor and the Agency. All reasonably incurred costs of developing the cost reduction proposal and implementing the changes, including any increased costs to the Agency resulting from its application, will be deducted from the total estimated decrease in the Contractor's costs of performance to arrive at the net savings.

- (d) Subsequent Payment Adjustments. Upon completion of the portion of the work revised by the DVEP, the Agency, on its own initiative or upon request by the Contractor, may review the actual net savings realized by the DVEP. The Contractor will be afforded an opportunity to review and comment on such a review. If the actual net savings were greater than set forth in the COSA, the increased savings will be shared equally between the Agency and the Contractor. If the net savings were less than set forth in the COSA, the reduction in savings will be borne equally by the Agency and the Contractor by a reduction of amounts otherwise due the Contractor.
- (e) General Conditions.
- (1) DVEPs will remain the property of the Contractor, provided that the Agency will have the unrestricted right to use any approved DVEP, or any DVEP in which the Agency has reimbursed the Contractor for any portion of the development costs, on other Agency projects without notice, cost, or liability to the Contractor.
 - (2) Only the Contractor may submit DVEPs. The Contractor shall review, be responsible for, and submit all proposals initiated by the Contractor's subcontractors.
 - (3) The Contractor shall not anticipate Agency approval of a VE proposal when bidding or otherwise before approval of a DVEP. The Contractor is responsible for all delays caused by the VE proposal that were not negotiated in the COSA.
 - (4) If a VE proposal is rejected by the Agency, the Contractor shall perform the work in accordance with the Contract.
 - (5) Except as otherwise provided in this Subsection, the Contractor shall have no claim against the Agency for additional compensation or time resulting from the delayed review or rejection of a DVEP, including but not limited to development costs, loss of anticipated profits, and increased material or labor costs.
 - (6) Cost sharing applies only to the Contract for which the DVEP was submitted.
 - (7) Upon acceptance of a cost reduction proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information submitted shall be void, and the Agency shall thereafter have the right to use, duplicate, and disclose in whole or in part any data necessary to the utilization of the proposal on this project or other projects.

- (8) Any time savings realized by implementation of VE proposals may result in a corresponding adjustment in the Contract completion time. No incentive pay will be provided for early completion days resulting from time savings of any approved VE proposals.
- (9) Because the Agency has no obligation to change the terms of the original Contract, all VE proposal decisions by the Agency are final and are not subject to the dispute resolution provisions provided in this Contract or otherwise available in law.
- (10) The Contractor may withdraw any DVEP prior to the time the Contractor signs the COSA. If the Contractor elects to withdraw the DVEP in accordance with this provision, the Contractor waives its right under subpart (b)(2)(g) for reimbursement of DVEP costs, including any costs advanced to the Contractor. If such costs have been advanced, the Contractor shall reimburse the Agency for those costs within 30 calendar days of withdrawing its DVEP.
- (11) Acceptance by the Agency of a DVEP does not indicate any assumption of liability by the Agency for any design errors and/or omissions associated with the implementation of the DVEP.

SECTION 106 - CONTROL OF MATERIAL

12. 106.03 SAMPLES AND TESTS, subpart (a)(1), is hereby modified by adding the phrase "Materials and Research" before the word "Engineer" in the second sentence of the second paragraph.
13. 106.03 SAMPLES AND TESTS, subpart (a)(8), is hereby modified by replacing the phrase "lot/day" with the word "lot" in both the first and second sentences.
14. 106.03 SAMPLES AND TESTS, subpart (b)(1), is hereby modified by replacing both occurrences of the word "day's" with the word "lot's" in the second sentence of the first paragraph.
15. 106.03 SAMPLES AND TESTS, subpart (b)(1), is hereby further modified by replacing the words "day" and "day's" with the words "lot" and "lot's", respectively, in the second paragraph.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

16. 107.16 RESPONSIBILITY FOR DAMAGE CLAIMS, part (a) General, is hereby modified by deleting the second and third sentences in their entirety and replacing them with the following:

The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

17. 107.16 RESPONSIBILITY FOR DAMAGE CLAIMS, part (a) General, is hereby further modified by adding the following paragraphs:

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

18. 107.16 RESPONSIBILITY FOR DAMAGE CLAIMS, part (b) Submission for Damage Claims, is hereby modified by being re-designated from part "(b)" to part "(c)".

19. 107.16 RESPONSIBILITY FOR DAMAGE CLAIMS, is hereby modified by adding the following new part (b):

(b) Right to Retention of Funds. So much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency for such purpose may be retained for the use of the State. If no money is due, the Contractor's surety shall be held until such suit or suits, action or actions, or claim or claims for injuries or damages shall have been resolved and suitable evidence to that effect furnished by the Agency.

SECTION 108 - PROSECUTION AND PROGRESS

20. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (a) General; Request for Extension of Contract Completion Date, text is hereby modified by being deleted in its entirety and replaced with the following:

When a definite date or a fixed number of days for completion is specified in the proposal and Contract, and when the Contractor fails to substantially complete the work within the Contract time specified due to unforeseen conditions beyond the control and without fault or negligence of the Contractor, the Contractor will be credited additional contract completion time on a full day basis as provided in Subsection 108.11(b). The Finals Engineer will submit to the Contractor a "Request for Extension of Time Form" containing a preliminary review of extension of time in accordance with Subsection 108.11(b). If the Contractor concurs with the preliminary review, the Contractor shall sign and return the form to the Finals Engineer within 60 calendar days of the date of presentation (the "60 day period"). If the Contractor disputes the preliminary review, the Contractor shall notify the Finals Engineer within the 60 day period and provide supportive documentation regarding the dispute. Upon receipt of a dispute, the Finals Engineer will research, consult with the Resident Engineer and the Construction Engineer, and provide a response to the Contractor. The Contractor may appeal this decision as provided in Subsection 105.20. Notwithstanding Subsections 105.02 and 105.20, failure to notify the Finals Engineer of a dispute within the 60 day period shall constitute concurrence with the preliminary review and be deemed a waiver of the Contractor's right to appeal, in which case the extension of time will be processed without the Contractor's signature.

No extension of time will be required when a Substantial Completion Date is established prior to the Contract Completion Date, as modified by applicable change orders.

21. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (6), is hereby modified by deleting the fourth sentence in its entirety.
22. 108.12 FAILURE TO COMPLETE WORK ON TIME, part (c) Liquidated Damages; General; Days Charged, is hereby modified by deleting the DAILY CHARGE FOR LIQUIDATED DAMAGES FOR EACH WORKING DAY OF DELAY table in its entirety and replacing it with a new table as follows:

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

23. 108.14 TERMINATION OF CONTRACT FOR CONVENIENCE, is hereby modified by being deleted in its entirety and replaced with the following:

24. 108.14 TERMINATION OF CONTRACT FOR CONVENIENCE.

- (a) General. The Agency may, by written order to the Contractor, terminate the Contract or any portion thereof when such termination would be in the best interest of the Agency.

Any such termination shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed items of work as of the date of termination will be paid for at the Contract bid price. Payment for partially completed work will be made either at agreed prices or by force account methods provided elsewhere in the Contract.

Pursuant to Subsection 109.07, no compensation will be allowed for items eliminated from the Contract.

Upon request the Contractor shall make all Contract-related records available to the Agency.

- (b) Contractor Obligations. After receipt of the Order of Termination and except as otherwise directed by the Engineer, the Contractor shall immediately proceed to:

- (1) To the extent specified in the Order of Termination, stop work under the Contract on the date specified.
- (2) Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- (3) Terminate and cancel all orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- (4) Submit to the Engineer a material inventory list, certified as to quantity and quality of materials in its possession or in transit to the project.
- (5) Transfer to the Agency all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the Agency.
- (6) Take other action as may be necessary or as directed by the Engineer for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Agency has or may acquire any interest.

- (c) Claim by Contractor. After receipt of the Order of Termination from the Agency, the Contractor shall submit any claim for additional damages or costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter.

Should the Contractor fail to submit a claim within the 60 day period, the Agency may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

- (d) Materials. At the option of the Agency, acceptable materials included in the material inventory in subpart (b)(4) above that have been obtained by the Contractor for the work but which have not been incorporated into the work may be purchased from the Contractor at actual cost delivered to a location prescribed by the Engineer or otherwise disposed of as mutually agreed.

Payment for materials included in the material inventory chosen to be purchased by the Agency will be made at actual cost delivered to the project or storage site designated by the Engineer, including transportation charges, to which 10 percent overhead and profit will be added.

- (e) Idle Equipment. Idle equipment time claimed by the Contractor will be paid as follows:

(1) Contractor Owned Equipment. For the portion of any claim relating to idle equipment time for equipment owned by the Contractor, the Contractor will be entitled to recover equipment rates based on the Contractor's internal ownership costs. Recovery for idle equipment time shall not be based on published rental rates.

(2) Rented Or Leased Equipment. For the portion of any claim relating to idle equipment time for equipment rented or leased by the Contractor, the Contractor will be entitled to recover the lesser of the actual rental costs or fair market rental costs, and the amount shall not exceed 30 days rental.

(3) Limitations On Recovery For Idle Equipment. Claims for idle equipment time, whether for Contractor owned equipment or leased/rented equipment, following termination of the Contract pursuant to this Subsection are limited to a maximum of 30 days and may not include any operating expenses.

- (f) Negotiation; No Anticipated Profit. Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the Agency. Settlement shall be based on actual costs incurred by the Contractor plus overhead and profit as specified in Subsection 109.06. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

- (g) Records. The Contractor shall make available to the Agency all cost records relevant to a determination of an equitable settlement.
- (h) Contractual Responsibilities Continue. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 - MEASUREMENT AND PAYMENT

25. 109.08 PARTIAL AND FINAL PAYMENTS, part (d) Final Payments, text is hereby modified by being deleted in its entirety and replaced with the following:

Payment of the Final Estimate will be made when an agreement is reached between the Agency and the Contractor regarding the final quantities of all Contract pay items, the Acceptance Date as defined in Subsection 101.02 is established, all materials and certifications are accepted, and all other project requirements have been met. The Finals Engineer will present the Agency's determination of final quantities to the Contractor. If the Contractor wishes to dispute the final quantities, the Contractor shall notify the Finals Engineer within 60 calendar days of the date of presentation (the "60 day period") of final quantities. The Contractor shall indicate which specific quantities are being disputed and provide supportive documentation regarding the disputed quantities. The Contractor may request a 30 day extension to review the quantities by notifying the Finals Engineer within the 60 day period. Upon receipt of a dispute, the Finals Engineer will research, consult with the Resident Engineer and the Construction Engineer, and provide a response to the Contractor. The Contractor may appeal this decision as provided in Subsection 105.20. Notwithstanding Subsections 105.02 and 105.20, failure by the Contractor to notify the Finals Engineer of dispute of final quantities within the 60 day period (or 90 calendar days from the date of presentation if a 30 day extension is granted) will be deemed as agreement to the final quantities as presented, and deemed a waiver of the Contractor's right to appeal.

Following the resolution of final quantities, the Finals Engineer will present the Contractor with close-out documents consisting of the Final Estimate for signature and a "Status of Claims" form. Failure by the Contractor to sign the Final Estimate and "Status of Claims" form within 20 days will result in closure of the Contract, provided that there are no claims on file with the Agency.

At the discretion of the Finals Engineer, the Contractor may be presented with close-out documents concurrent with the final quantities. In such case, notwithstanding Subsections 105.02 and 105.20, failure by the Contractor to notify the Finals Engineer of dispute of final quantities within applicable time durations specified in this Subsection will be deemed as agreement to the final quantities as presented, and closure of the Contract without the Contractor's signature will result.

In cases when presentation of final quantities to the Contractor indicates that the Agency has overpaid the Contract, the Contractor shall remit payment to the Agency by the end of the 60 day period, unless the Contractor is appealing final quantities. Failure to make payment may result in notification to the Agency's Prequalification Committee by the Construction Engineer, and/or may result in set off pursuant to the Bulletin 3.5 Compliance requirements in the Contract.

26. 109.09 STATEMENT OF MATERIALS AND LABOR FORM FHWA-47, is hereby modified by being deleted in its entirety.
27. 109.10 FINAL PAY QUANTITY, is hereby made a new Subsection of this Section as follows:
28. 109.10 FINAL PAY QUANTITY. When a Contract item is designated in the Contract Documents as (FPQ), then this item shall be considered a Final Pay Quantity item. The Contract quantity shall be considered the final pay quantity for the item, unless the Plan dimensions of any portion for measurement of the item or the Contract quantity of that item are revised by the Engineer, or the Contract quantity of the item or any portion of the Contract quantity of the item is eliminated.

If the dimensions of any portion for measurement of the item or the Contract quantity of the item is revised, and the revision results in an increase or decrease in the Contract quantity of the item, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions or by the imposed revision. If the item is eliminated, the Contract quantity for the item will be eliminated. If a portion of the item is eliminated, the Contract quantity will be revised in the amount represented by the eliminated portion of the item.

No adjustment will be made to the Contract quantity for an FPQ pay item, except as allowed under this Subsection.

SECTION 208 - COFFERDAMS

29. 208.01 DESCRIPTION, is hereby modified by deleting the word "specifications" and replacing it with the phrase "Contract Documents" in the first paragraph.
30. 208.11 METHOD OF MEASUREMENT, part (c) Cofferdam Excavation, Rock, is hereby modified by deleting the word "footing" and replacing it with the phrase "foundation or component of a structure" in the first sentence of the third paragraph.
31. 208.11 METHOD OF MEASUREMENT, part (d), is hereby modified by being deleted in its entirety and replaced with a new part (d) Bottom of Excavation as follows:
 - (d) Bottom of Excavation. The bottom of excavation shall be as indicated on the Plans.

When a foundation seal is specified in the Contract, the bottom of excavation shall be considered to be the bottom of the excavation required for the foundation seal. For a seal proposed by the Contractor, no excavation shall be measured for payment below the bottom of excavation as indicated on the Plans.

32. 208.12 BASIS OF PAYMENT, is hereby modified by deleting the phrase "the Engineer (by written order) requires" and replacing it with the phrase "the Contract Documents or the Engineer (by written order) require" in the second sentence of the fifth paragraph.

SECTION 213 - MILLED RUMBLE STRIPS

33. 213.04 METHOD OF MEASUREMENT, is hereby modified by deleting the first sentence of the Subsection text in its entirety and replacing it with the following:

The quantity of Milled Rumble Strips to be measured for payment will be the longitudinal length in meters (linear feet) of treated surface measured on the pavement marking line adjacent to or within the installed rumble strip.

SECTION 301 - SUBBASE

34. 301.02 MATERIALS, is hereby modified by adding the following as the first entry in the Subsection listing in the first paragraph:

Coarse Aggregate for Concrete.....704.02

35. 301.02 MATERIALS, is hereby further modified by adding the following paragraphs:

When specified for use on the project or as directed by the Engineer, Subbase, RAP shall include cold planed grindings which have been screened or crushed by the Contractor in order that 100% passes the 37.5 mm (1 ½ inch) sieve prior to blending.

The grindings shall be blended in equal proportions (50% by mass (weight)) with material meeting the requirements of Subbase of Crushed Gravel, Fine Graded as specified in Table 704.05A.

36. 301.03 GENERAL CONSTRUCTION REQUIREMENTS, is hereby modified by adding the following as the last sentence in the sixth paragraph:

If needed, the Contractor may use material meeting the requirements of Subsection 704.02, Table 704.02B as filler to achieve the design grade when the variation of the surface is less than 25 mm (1 inch).

37. 301.03 GENERAL CONSTRUCTION REQUIREMENTS, is hereby further modified by deleting the word "above" in the eighth paragraph.

38. 301.06 COMPACTION, is hereby modified by deleting the last sentence of the second paragraph in its entirety and replacing it with the following:

The maximum dry density shall be determined after any change in source, regardless of quantity, and confirmed by repetition of the selected test method at a frequency of 10,000 m³ (12,500 yd³) when the prescribed standard error can be attained by five or less replicate tests. If more than five replicate tests are required to meet the prescribed standard error, the maximum dry density shall be confirmed at a frequency of every 5000 m³ (6250 yd³). The Engineer may reduce this frequency with the approval of the Materials and Research Engineer after the initial two maximum dry density determinations.

39. 301.07 METHOD OF MEASUREMENT, is hereby modified by adding the phrase ", including any filler material used to achieve the design grade" to the end of the first paragraph.

40. 301.07 METHOD OF MEASUREMENT, is hereby further modified by adding the following as the fourth paragraph of the Subsection text:

The quantity of Subbase, RAP to be measured for payment will be the number of metric tons (tons) of material in place in the complete and accepted work, as determined from the load tickets.

41. 301.08 BASIS OF PAYMENT, is hereby modified by adding the phrase "blending," before the phrase "transporting," in the second sentence of the first paragraph.

42. 301.08 BASIS OF PAYMENT, is hereby further modified by adding the following as the third paragraph of the Subsection text:

No additional payment will be made for filler material used as a replacement for the specified subbase material.

43. 301.08 BASIS OF PAYMENT, is hereby still further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
301.40 Subbase, RAP	Metric Ton (Ton)

SECTION 303 - ASPHALT TREATED PERMEABLE BASE

44. 303.02 MATERIALS, is hereby modified by deleting the second sentence of the second paragraph (paragraph below the Subsection listing) in its entirety.

45. 303.02 MATERIALS, is hereby further modified by deleting the eighth row (beginning with the phrase "Asphalt Binder") in its entirety from the table in the third paragraph.

46. 303.02 MATERIALS, is hereby still further modified by adding the word "written" before the word "approval" in the third (last) sentence of the fourth (last) paragraph.

SECTION 310 - RECLAIMED STABILIZED BASE

47. 310.07 SHAPING AND COMPACTING, is hereby modified by adding the following as the second paragraph of the Subsection text:

When additional aggregate material is added to the previously reclaimed roadway to correct geometric deficiencies, said material shall be subject to a second pass of the reclamation equipment to achieve a homogenous subbase and shall be shaped, graded, and compacted.

48. 310.10 BASIS OF PAYMENT, is hereby modified by adding the following as the second paragraph of the Subsection text:

No additional compensation will be provided for multiple passes of the reclamation equipment and additional shaping, grading, and compacting.

SECTION 406 - MARSHALL BITUMINOUS CONCRETE PAVEMENT

49. 406.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 406.03B - DESIGN CRITERIA is hereby modified by adding the phrase "%" after the phrase "Air Voids" in the first column, second row entry.
50. 406.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 406.03B - DESIGN CRITERIA is hereby further modified by deleting the seventh and eighth rows in their entirety and replacing them with the following:

Stability, Newtons (Pounds)	5340 (1200) min.	8010 (1800) min.
Flow, millimeters (0.01 inches)	2.0 - 4.5 (8.0 - 18.0)	2.0 - 4.0 (8.0 - 16.0)

51. 406.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, is hereby modified by adding the following new TABLE 406.03B1 - PG BINDER GRADE SELECTION directly below TABLE 406.03B - DESIGN CRITERIA:

TABLE 406.03B1 - PG BINDER GRADE SELECTION

RAP CONTENT	BINDER GRADE
< 15.0%	PG 58-28
15.0% ≤ to < 25.0%	PG 52-34
25.0% ≤ to ≤ 50.0% ¹	footnote 1

1 - The Contractor shall determine the grade of PG binder necessary so that when combined with the RAP asphalt cement, the composite asphalt material grades at a PG 58-28 as a minimum. The maximum acceptable low end temperature is -28°C (-18°F) and the minimum acceptable high end temperature is 58°C (136°F). The Engineer will sample haul units from the plant and have the material extracted for grading at the Agency's Materials and Research Laboratory in Berlin, VT to verify the binder grade of the mix being supplied. The Contractor's Quality Control Plan shall specify a grading frequency and include an action plan for when test results verify that the grade of PG binder is less than a PG 58-28.

52. 406.03 COMPOSITION OF MIXTURE, part (c) Mix Design, is hereby modified by adding the following as the last sentence of the third paragraph:

For mix designs containing RAP, the dry and wet mixing times shall be adjusted to assure moisture from the RAP is completely dissipated prior to adding the liquid PG binder.

53. 406.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, is hereby modified by adding the following to the listing in the eighth paragraph:

h. For mix designs containing ≥ 25.0 percent RAP, indicate the following: RAP percentage, PG Grade of virgin binder determined, testing frequency of mix to verify composite PG Grade, and actions to be taken when test results are outside of PG Grade limits.

54. 406.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 406.03D - MINIMUM QUALITY CONTROL GUIDELINES is hereby modified by adding the following as the bottom row and by adding footnote 7 as follows:

Determine composite PG binder grade ⁽⁷⁾	1 per 5000 metric ton (ton)	AASHTO R 29
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7 - For mix containing ≥ 25.0 percent RAP.

55. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, TABLE 406.03E - ACCEPTANCE GUIDELINES, is hereby modified by deleting the third and fourth columns in their entirety and replacing them with the following:

TARGET LOT SIZE	TARGET SUBLLOT SIZE
3000 Metric Ton (Ton)	500 Metric Ton (Ton)

56. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (2) Lot Size, is hereby modified by being deleted in its entirety and replaced with the following:

- (2) Lot Size. For the purpose of evaluating acceptance test properties, the number of lots to be applied to the project (or Contract as specified) for each applicable individual mix type (mix design) is defined by the following equation:

$$\text{Lots}_{\text{Type}} = \frac{\text{QTotal}_{\text{Type}}}{3000}$$

where,

$\text{Lots}_{\text{Type}}$ = the number of lots to be applied to the project (or Contract as specified) for each applicable individual mix type (mix design) rounded to the nearest whole number per the rounding procedure specified by Contract.

$\text{QTotal}_{\text{Type}}$ = total project (or Contract as specified) bituminous mix tonnage for each applicable individual mix type (mix design).

The representative tonnage of bituminous material within each lot ($\text{QLot}_{\text{Type}}$) is defined as:

$$\text{QLot}_{\text{Type}} = \frac{\text{QTotal}_{\text{Type}}}{\text{Lots}_{\text{Type}}}$$

If project yields are different than anticipated, the chance of a partial lot exists. If the final lot consists of less than four acceptance samples, it will be combined with the previous lot.

57. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (3) Sublot Size, is hereby modified by being deleted in its entirety and replaced with the following:
- (3) Sublot Size. The number of sublots will be determined by dividing the lot tonnage ($Q_{Lot_{Type}}$) by 500 and rounding to the nearest whole number, per the rounding procedure specified by Contract. The resultant sublot size will be determined by dividing the lot size determined in subpart (2) above by the number of sublots determined herein.
58. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (4) Pay Factor (PF) Determination, is hereby modified by adding the phrase "equals or" before the word "exceeds".
59. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5), Rejected Material, is hereby modified by being re-designated as Rejectable Material.
60. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5) Rejectable Material, item a. Rejection by Contractor, is hereby modified by replacing the phrase ", prior to sampling," with the phrase "at any time" in the first sentence.
61. 406.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5) Rejectable Material, item b., is hereby modified by being deleted in its entirety and replaced with the following:
- b. For those lots with a PWL less than 50% and greater than or equal to 25%, the PF for each lot of bituminous concrete mixture, based on "air voids" test results, will be determined using the following equation:
- $$PF(av) = ((2.16PWL - 29)/100) - 1.0$$
- For those lots with a PWL less than 25%, the Engineer will require complete removal of the representative lot and replacement with mix meeting Contract requirements at no additional cost to the Agency.
62. 406.05 BITUMINOUS MIXING PLANT AND TESTING, part (a) Requirements for All Plants, subpart (12) Testing Facilities, is hereby modified by adding the following at the end of the second paragraph:
- An internet connection, which provides Agency personnel a minimum speed of 700 Kbps (Kilobits Per Second) download, without utilizing compression algorithms, shall be provided in the laboratory. The connection bandwidth speed shall be verifiable using an online speed test.
63. 406.08 MIXING, is hereby modified by adding the word "wet" before the word "mixing" in the second (last) sentence of the fourth paragraph.
64. 406.14 COMPACTION, is hereby corrected by deleting the text "1.000" and replacing it with the text "0.000" in the fourteenth paragraph.

65. 406.16 SURFACE TOLERANCE, is hereby modified by deleting the third sentence of the third paragraph in its entirety and replacing it as follows:

The corresponding Surface Tolerance Pay Factor (PF(r)) will be determined as follows and applied to the corresponding lot as defined below:

66. 406.16 SURFACE TOLERANCE, is hereby further modified by adding the following as the fourth (final) paragraph:

For the purpose of evaluating surface tolerance acceptance, a lot shall consist of the total project quantity of wearing surface of bituminous concrete pavement constructed and measured in place. Said measurement shall include all shoulders, side roads, drives, and any other miscellaneous mix as measured by the Engineer.

67. 406.18 METHOD OF MEASUREMENT, is hereby modified by adding the phrase "wearing surface of" after the phrase "the measured quantity of" and by deleting the phrase "that day" in the sixth paragraph.

SECTION 415 - COLD MIXED RECYCLED BITUMINOUS PAVEMENT

68. 415.02 MATERIALS, table in second paragraph, is hereby corrected by deleting the second row in its entirety and replacing it with the following:

37.5 mm (1 ½ inches)	100
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SECTION 417 - BITUMINOUS CRACK SEALING

69. 417.05 PREPARATION, is hereby modified by designating the first paragraph under a part (a) General heading.

70. 417.05 PREPARATION, is hereby further modified by designating the second through fifth paragraphs under a part (b) Bituminous Crack Sealing heading.

71. 417.05 PREPARATION, is hereby still further modified by adding the following new part (c):

(c) Bituminous Crack Sealing, "Blow and Go" Method. Bituminous Crack Sealing, "Blow and Go" Method shall be performed in accordance with part (b) of this Subsection, with the exception that no routing or saw cutting will be required prior to cleaning and sealing the crack.

72. 417.07 METHOD OF MEASUREMENT, is hereby modified by adding the phrase "and Bituminous Crack Sealing, "Blow and Go" Method" after the phrase "Bituminous Crack Sealing".

73. 417.08 BASIS OF PAYMENT, is hereby modified by adding the phrase "and Bituminous Crack Sealing, "Blow and Go" Method" after the phrase "Bituminous Crack Sealing" in the first sentence.

74. 417.08 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

Pay Item

Pay Unit

417.20 Bituminous Crack Sealing, "Blow and Go" Method Kilogram (Pound)

SECTION 490 - SUPERPAVE BITUMINOUS CONCRETE PAVEMENT

75. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, is hereby modified by replacing the phrase "(for example 50, 75, or 100)" with the phrase "(50, 65, or 80)" in the first sentence of the first paragraph.

76. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby modified by deleting row 7 in its entirety and replacing it with a new row 7 as follows:

Voids in Mineral Aggregate (VMA) %	11.5 min.	12.5 min.	13.5 min	14.5 min.	15.5 min.	16.5 min.
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77. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby further modified by deleting row 10 in its entirety and replacing it with new rows 10 and 11 as follows:

Compaction Parameters	$N_{initial} = 6$ $N_{design} = 50$ $N_{max} = 75$	$N_{initial} = 7$ $N_{design} = 65^1$ $N_{max} = 115$	$N_{initial} = 8$ $N_{design} = 80^2$ $N_{max} = 160$
Voids Filled With Asphalt (VFA) %	70.0 - 80.0 ^{4,5}	65.0 - 78.0 ⁵	65.0 - 75.0 ^{3,5}

78. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby still further modified by adding the following as the bottom rows:

PG BINDER GRADE SELECTION	
RAP CONTENT	BINDER GRADE
< 15.0%	PG 58-28
15.0% ≤ to < 25.0%	PG 52-34
25.0% ≤ to ≤ 50.0% ⁶	footnote 6

79. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby still further modified by deleting footnotes 1, 2, and 3 in their entirety and replacing them with new footnotes 1, 2, 3, 4, 5, and 6 as follows:

- (1) When estimated design traffic levels are between 300,000 and 1 million ESALs, the Agency may at its discretion specify $N_{initial}$ at 6, N_{design} at 50, and N_{max} at 75.
- (2) When estimated design traffic levels are between 3 and < 10 million ESALs, the Agency may at its discretion specify $N_{initial}$ at 7, N_{design} at 65, and N_{max} at 115.
- (3) For design traffic levels > 3,000,000 ESALs, the specified VFA range for 9.5 mm (3/8 inch) nominal maximum size mixtures shall be 73.0 to 76.0% and for 4.75 mm (3/16 inch) nominal maximum size mixtures shall be 75.0 to 78.0%.
- (4) For a Type IS pavement with ESALs < 300,000, Table 490.03B will apply with the exception of the VFA percentage, which shall have a range from 67.0 to 80.0%. For a Type IVS, 9.5 mm (3/8 inch) pavement with ESALs < 1,000,000, Table 490.03B will apply with the exception of the VFA percentage, which shall have a range from 70.0 to 82.0%.
- (5) For a Type MS pavement, all traffic levels (ESALs), Table 490.03B will apply with the exception of the VFA percentage, which shall have a lower limit of 64.0%.
- (6) The Contractor shall determine the grade of PG binder necessary so that when combined with the RAP asphalt cement, the composite asphalt material grades at a PG 58-28 as a minimum. The maximum acceptable low end temperature is -28°C (-18°F) and the minimum acceptable high end temperature is 58°C (136°F). The Engineer will sample haul units from the plant and have the material extracted for grading at the Agency's Materials and Research Laboratory in Berlin, VT to verify the binder grade of the mix being supplied. The Contractor's Quality Control Plan shall specify a grading frequency and include an action plan for when test results verify that the grade of PG binder is less than a PG 58-28.

80. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, is hereby further modified by deleting the table below footnote 6 of TABLE 490.03B - DESIGN CRITERIA in its entirety and replacing it with the following:

Aggregate Consensus Properties	Traffic Level (ESALs)	
	< 30,000,000	≥ 30,000,000
Fractured Faces Coarse Aggregate, % min	95/90	100/100
Uncompacted Void Content of Fine Aggregate, % min	45	45
Sand Equivalent, % min	45	50
Flat and Elongated, % max	10	10

81. 490.03 COMPOSITION OF MIXTURE, part (c) Mix Design, is hereby modified by adding the following as the last sentence of the fourth paragraph:

For mix designs containing RAP, the dry and wet mixing times shall be adjusted to assure moisture from the RAP is completely dissipated prior to adding the liquid PG binder.

82. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, is hereby modified by deleting footnote 2 below TABLE 490.03C - PRODUCTION TESTING TOLERANCES in its entirety and replacing it with the following:

2 - The VFA value shall not exceed 80.0% at any time for Type I, II, III, and IV mixes. Type V mixes may be adjusted upward to 82.0% upon written approval of the Engineer, and only on a case by case basis.

83. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, is hereby further modified by adding the following as the second sentence of the seventh paragraph:

A single QC Plan shall be submitted for all applicable work under the Contract.

84. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, is hereby still further modified by adding the following to the listing in the eighth paragraph:

h. For mix designs containing ≥ 25.0 percent RAP, indicate the following: RAP percentage, PG Grade of virgin binder determined, testing frequency of mix to verify composite PG Grade, and actions to be taken when test results are outside of PG Grade limits.

85. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03D - MINIMUM QUALITY CONTROL GUIDELINES is hereby modified by adding the following as the bottom row and by adding footnote 7 as follows:

Determine composite PG binder grade ⁽⁷⁾	1 per 5000 metric ton (ton)	AASHTO R 29
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7 - For mix containing ≥ 25 percent RAP.

86. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, TABLE 490.03E - ACCEPTANCE GUIDELINES, is hereby modified by deleting the third and fourth columns in their entirety and replacing them with the following:

TARGET LOT SIZE	TARGET SUBLLOT SIZE
3000 Metric Ton (Ton)	500 Metric Ton (Ton)

87. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (2) Lot Size, is hereby modified by being deleted in its entirety and replaced with the following:

(2) Lot Size. For the purpose of evaluating acceptance test properties, the number of lots to be applied to the project (or Contract as specified) for each applicable individual mix type (mix design) is defined by the following equation:

$$\text{Lots}_{\text{Type}} = \frac{\text{QTotal}_{\text{Type}}}{3000}$$

where,

$\text{Lots}_{\text{Type}}$ = the number of lots to be applied to the project (or Contract as specified) for each applicable individual mix type (mix design) rounded to the nearest whole number per the rounding procedure specified by Contract.

$\text{QTotal}_{\text{Type}}$ = total project (or Contract as specified) bituminous mix tonnage for each applicable individual mix type (mix design).

The representative tonnage of bituminous material within each lot ($\text{QLot}_{\text{Type}}$) is defined as:

$$\text{QLot}_{\text{Type}} = \frac{\text{QTotal}_{\text{Type}}}{\text{Lots}_{\text{Type}}}$$

If project yields are different than anticipated, the chance of a partial lot exists. If the final lot consists of less than four acceptance samples, it will be combined with the previous lot.

88. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (3) Sublot Size, is hereby modified by being deleted in its entirety and replaced with the following:

(3) Sublot Size. The number of sublots will be determined by dividing the lot tonnage ($\text{QLot}_{\text{Type}}$) by 500 and rounding to the nearest whole number, per the rounding procedure specified by Contract. The resultant sublot size will be determined by dividing the lot size determined in subpart (2) above by the number of sublots determined herein.

89. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (4) Pay Factor (PF) Determination, is hereby modified by adding the phrase "equals or" before the word "exceeds".

90. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5), Rejected Material, is hereby modified by being re-designated as Rejectable Material.

91. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5) Rejectable Material, item a. Rejection by Contractor, is hereby modified by replacing the phrase ", prior to sampling," with the phrase "at any time" in the first sentence.
92. 490.03 COMPOSITION OF MIXTURE, part (e) Quality Acceptance, subpart (5) Rejectable Material, item b., is hereby modified by being deleted in its entirety and replaced with the following:

- b. For those lots with a PWL less than 50% and greater than or equal to 25%, the PF for each lot of bituminous concrete mixture, based on "air voids" test results, will be determined using the following equation:

$$PF(av) = ((2.16PWL - 29)/100) - 1.0$$

For those lots with a PWL less than 25%, the Engineer will require complete removal of the representative lot and replacement with mix meeting Contract requirements at no additional cost to the Agency.

93. 490.05 BITUMINOUS MIXING PLANT AND TESTING, part (a) Requirements for All Plants, subpart (12) Testing Facilities, is hereby modified by adding the following at the end of the second paragraph:

An internet connection, which provides Agency personnel a minimum speed of 700 Kbps (Kilobits Per Second) download, without utilizing compression algorithms, shall be provided in the laboratory. The connection bandwidth speed shall be verifiable using an online speed test.

94. 490.08 MIXING, is hereby modified by adding the word "wet" before the word "mixing" in the second (last) sentence of the fourth paragraph.

95. 490.14 COMPACTION, is hereby corrected by deleting the text "1.000" and replacing it with the text "0.000" in the fifteenth paragraph.

96. 490.14 COMPACTION, part (e) REJECTED MATERIAL, is hereby corrected by replacing the phrases "406.18" and "406.19" with the phrases "490.18" and "490.19", respectively, in the first sentence of the third (last) paragraph.

97. 490.16 SURFACE TOLERANCE, is hereby modified by deleting the third sentence of the third paragraph in its entirety and replacing it as follows:

The corresponding Surface Tolerance Pay Factor (PF(r)) will be determined as follows and applied to the corresponding lot as defined below:

98. 490.16 SURFACE TOLERANCE, is hereby further modified by adding the following as the fourth (final) paragraph:

For the purpose of evaluating surface tolerance acceptance, a lot shall consist of the total project quantity of wearing surface of bituminous concrete pavement constructed and measured in place. Said measurement shall include all shoulders, side roads, drives, and any other miscellaneous mix as measured by the Engineer.

99. 490.18 METHOD OF MEASUREMENT, is hereby modified by adding the phrase "wearing surface of" after the phrase "the measured quantity of" and by deleting the phrase "that day" in the sixth paragraph.

SECTION 501 - HPC STRUCTURAL CONCRETE

100. 501.02 MATERIALS, is hereby modified by adding the following as the tenth entry in the Subsection listing:

Stay-in-Place Corrugated Metal Forms (SIPCMF).....715.05

101. 501.02 MATERIALS, is hereby further modified by adding the following paragraph:

Precast concrete stay-in-place forms (prestressed deck panels) shall conform to the requirements of Section 510.

102. 501.03 CLASSIFICATION AND PROPORTIONING, Required Cementitious Materials (Metric Units), is hereby corrected by deleting the entry for HP Class AA of "355" in the tenth row and replacing it with "335".

103. 501.09 FORMS, is hereby modified by deleting the word "call" and replacing it with the word "allow" in the fourth sentence of the first paragraph.

104. 501.09 FORMS, is hereby further modified by adding the following new part (k):

(k) Stay-in-Place Corrugated Metal Forms (SIPCMF) for Superstructure Deck Slabs.

(1) Use. Use of SIPCMF for superstructure deck slab construction shall be subject to the following requirements:

- a. Fascia overhangs shall be formed with removable forms. The forms used shall leave the resulting concrete flat-surfaced.
- b. Any bay, constructed in stages such that a longitudinal joint is required, shall be formed with removable forms.

(2) Design Requirements. The following requirements shall govern the design of SIPCMF:

- a. Design span shall be the clear span of form plus 50 mm (2 inches) measured parallel to the form flute (also referred to as the form valley).
- b. Design load shall be the sum of the weight of forms, bar reinforcement, plastic concrete, and 2.7 kPa (55 psf) for construction loads.
- c. Unit working stress shall not exceed 0.725 of the specified minimum yield strength of the material.
- d. Dead load deflection shall not exceed 1/180 times the form span length or 13 mm (1/2 inch), whichever is less.

- e. Physical design properties shall be computed with the requirements of the American Iron and Steel Institute Specifications for the Design of Cold Formed Steel Structural Members, latest edition.
- (3) Construction Requirements. The following construction requirements shall apply to the use of SIPCMF:

a. The Contractor shall submit Construction Drawings for SIPCMF in accordance with Subsection 105.03. These Drawings shall contain the following information as a minimum:

1. A layout showing the compression and tension region of each beam/girder.
2. The method of SIPCMF attachment for the compression and tension regions.
3. Geometric properties of each type of panel being used.
4. Identification of the supplier of the SIPCMF.
5. The number, location, and type of panels being used within each girder bay.
6. Panel laps, taking into account the direction of concrete pours.
7. The specifications for the material used to fill the flutes.
8. Any other material data, erection information, or miscellaneous notes that may be required.

b. Handling and Installation. Care and protection shall be given the metal form sheets, supports, and accessory items during handling, shipping, and storage. During loading, hoisting, and unloading operations, extra precaution and care shall be taken to prevent damage to ends, corners, and edges of form sheets, supports, and accessory items. If the form units and accessories are to be stored prior to installation, they shall not be placed in contact with the ground and shall be adequately covered or protected to keep them dry.

Form supports shall be placed in direct contact with the flange of beam/girder/stringer or floorbeam. All attachments shall be made by permissible welds, bolts, clips, or other approved means. The welding of form supports to steel not considered weldable or to portions of flanges subject to tensile stresses shall not be permitted. Welds and welding shall be in accordance with Subsection 506.10, with the exception that a 3 mm (1/8 inch) fillet weld will be permitted.

Form sheets shall not be permitted to rest directly on the flanges. They shall be securely fastened to form supports by self-tapping screws and shall have a minimum bearing length of 25 mm (1 inch) at each end. Transverse construction joints shall be located at the bottom of a valley. A 6 mm (1/4 inch) diameter weep hole shall be drilled at the lower end of each flute or valley.

Screed and pouring runway supports shall not be located directly on the form sheets, form supports, or reinforcing steel. No loose sheets or miscellaneous hardware shall be left on the structural slab at the end of the working day.

The corrugated metal sheets shall be fabricated for the placement sequence used, with the joints between sections of sheets overlapped or securely fastened to eliminate differential deflections. Any exposed form metal where galvanizing has been damaged shall be cleaned and repaired to the satisfaction of the Engineer.

(4) Inspection Procedures. The following three step inspection procedure will be used to check the soundness of the concrete deck against the SIPCMF:

- a. Not less than two days after completion of a concrete structural slab pour, but prior to the next slab pour, one panel of the SIPCMF shall be removed from the most recently completed pour of each span, at a location selected by the Engineer, in order to provide visual evidence that the concrete mix or the construction procedures are obtaining the desired results. If the concrete mix or the construction procedures are varied significantly within a pour, such as a change in the extent of vibration or change in the workability of the mix, another section of forming shall be removed to verify that the new procedures are yielding desirable results.
- b. After the concrete has attained 85% of the specified design strength, the Engineer will spot-check the underside areas of the steel forms by sounding with a suitable weight hammer. If honeycomb or voided areas are detected, the SIPCMF at that location shall be removed for a visual inspection.
- c. A minimum of two percent of the total SIPCMF area shall be removed for visual inspection of the concrete surface. The amount of sounding and form removal may be moderated, at the Engineer's discretion, after a substantial amount of the slab has been constructed and inspected, if the Contractor's methods of construction and results of the inspections as outlined above indicate that sound concrete is being obtained throughout the slab.

If, after removing a section of form, the concrete is found to be defective, additional panels shall be removed as directed by the Engineer. All defective concrete shall be repaired to match the adjacent concrete in section and color to the satisfaction of the Engineer.

The Contractor shall provide all facilities required for the safe, suitable, and convenient means of access to the forms for the Engineer's inspection procedures.

The form sections shall be removed by a metal saw or air-carbon-arc gouging with minimum damage to the concrete. Cuts shall only be sufficiently deep to sever the form. Any other method of removal shall be submitted to the Structures Engineer for approval. Cuts parallel to the corrugations in the forms shall be located on the sloping surface midway between a crest and valley. Cuts parallel to the supporting beams/girders shall be made through the supporting angles taking care not to damage the structural steel beams/girders.

The Contractor will not be required to replace the forms which have been removed.

105. 501.19 METHOD OF MEASUREMENT, is hereby modified by inserting the word "superstructure" before the phrase "precast concrete stay-in-place forms" in the first sentence.

SECTION 502 - SHORING SUPERSTRUCTURES

106. 502.03 CONSTRUCTION REQUIREMENTS, is hereby modified by adding the following paragraphs:

When components and/or materials that are not otherwise specified for removal are removed from the structure during shoring operations and the components and/or materials are to be re-installed in the construction, the components and/or materials shall be carefully removed and salvaged by the Contractor.

Components and/or materials to be retained and re-installed shall be stored at the location specified in the Contract or as directed by the Engineer.

The Contractor shall take every precaution necessary to prevent damage to remaining components and/or materials and those to be retained for re-installation. Damage to remaining structure components and/or materials and to those to be re-installed shall be repaired or replaced by the Contractor both to the satisfaction of the Engineer and at no additional cost to the Agency.

107. 502.04 METHOD OF MEASUREMENT, is hereby modified by adding the following as the second paragraph of the Subsection text:

Unless otherwise specified in the Contract, all work for removing, salvaging, stockpiling, and re-installing existing structure components and/or materials during the Contractor's shoring operations will not be measured for payment, but will be considered incidental to Shoring Superstructure.

SECTION 503 - PREPARING SUBSURFACE FOR DRIVING PILING

108. 503.01A MATERIALS, is hereby made a new Subsection of this Section as follows:

109. 503.01A MATERIALS. Materials shall meet the requirements of the following Subsections:

Aggregate for Bituminous Surface Treatment.....	704.11
Corrugated Polyethylene Pipe.....	710.03
Polyvinyl Chloride (PVC) Plastic Pipe.....	710.06
Steel Tubing.....	714.11

110. 503.02A CONSTRUCTION REQUIREMENTS FOR PRE-EXCAVATION OF INTEGRAL ABUTMENT PILES, is hereby made a new Subsection of this Section as follows:

111. 503.02A CONSTRUCTION REQUIREMENTS FOR PRE-EXCAVATION OF INTEGRAL ABUTMENT PILES. The pre-excavation of integral abutment piles shall consist of augering, pre-boring, or some other means of excavation to produce an excavation to the depth and diameter specified in the Contract Documents. The excavation shall be maintained during the pile driving operations by temporary casings. Unless otherwise specified in the Contract, the depth of pre-excavation shall be 2.4 meters (8 feet) from the top of the pile cut-off elevation.

Temporary casings may be either rigid or flexible. Rigid casings shall be smooth-walled unperforated pipes made of steel tubing or PVC plastic pipe. Rigid casings shall include all necessary lifting mechanisms for removal prior to placement. Flexible casings shall be corrugated polyethylene pipe. The inner diameter of the pipe shall be 100 mm (4 inches) larger than the diagonal width of the pile.

Following installation of the piles, the pre-excavation shall be backfilled with peastone meeting the requirements of Subsection 704.11. Rigid casings shall not be left in place without the written approval of the Structures Engineer. Flexible casings may be left in place.

112. 503.03 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Pre-Excavation of Integral Abutment Piles to be measured for payment will be the total number of meters (linear feet) of excavation to the depth specified in the Contract Documents or as ordered by the Engineer, measured to the nearest meter (linear foot) from the top of the ground at the time of excavation to the bottom of the excavation.

113. 503.04 BASIS OF PAYMENT, is hereby modified by adding the following paragraph and pay item:

The accepted quantity of Pre-Excavation of Integral Abutment Piles will be paid for at the Contract unit price per meter (linear foot). Payment shall be full compensation for all excavation as well as furnishing, transporting, storing, and installing the materials specified, including the temporary casing and peastone, and for removing the temporary casing. No additional compensation will be made for temporary casing left in place at the Contractor's request.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
503.20 Pre-Excavation of Integral Abutment Piles	Meter (Linear Foot)

SECTION 505 - PILING

114. 505.03 FURNISHING OF PILING, is hereby modified by adding the following new part (e):

(e) Steel Piling for Integral Abutments. Steel piling up to and including 10 meters (35 feet) in length shall be furnished in one unwelded piece.

Steel piling over 10 meters (35 feet) in length shall be furnished with not more than the number of splices allowed by Table 505.05B.

Steel piling shall be of the size, type, and material specification indicated in the Plans. No substitutions for the number, size, and material specification of the pile will be allowed without the written authorization of the Project Manager.

115. 505.04 DRIVING OF PILING, part (b) Pile Loading Tests, is hereby modified by adding the phrase "When not driven as a permanent production pile," at the beginning of the second sentence of the first paragraph.

116. 505.04 DRIVING OF PILING, part (b) Pile Loading Tests, is hereby further modified by adding the following as the first sentence of the third paragraph:

A static load test pile shall not be used as a permanent production pile.

117. 505.04 DRIVING OF PILING, part (b) Pile Loading Tests, is hereby still further modified by deleting the word "The" and replacing it with the phrase "A dynamic load" at the beginning of the second sentence of the third paragraph.

118. 505.04 DRIVING OF PILING, part (b) Pile Loading Tests, is hereby still further modified by deleting the text of subpart (3) of the third paragraph in its entirety and by re-designating subpart (4) as subpart (3).

119. 505.04 DRIVING OF PILING, part (e) Steel Piling, is hereby modified by adding the phrase ", including test piling," after the phrase "the driving point of all piling" in the first sentence of the first paragraph.
120. 505.04 DRIVING OF PILING, part (e) Steel Piling, subpart (3) of the first paragraph, is hereby modified by adding the phrase ", in addition to pile points supplied for all permanent production and test piling," after the phrase "One extra pile point of each type and size supplied".
121. 505.04 DRIVING OF PILING, is hereby modified by adding the following new part (f):

- (f) Steel Piling for Integral Abutments. In addition to meeting all of the requirements for steel piling in Subsections 505.04(a) and 505.04(e), Steel Piling for Integral Abutments shall be installed to the following tolerances:

Piling shall be installed such that no portion of the top 3 meters (10 feet) of the pile is out of plumb more than 20 mm in 1000 mm (1 inch in 4 feet). For piles that cannot be inspected internally after installation, the Contractor shall check the pile for plumb prior to installing the last 1.5 meters (5 feet) of pile, or after installation is completed provided that the exposed portion of the pile is a minimum of 1.5 meters (5 feet) in length. The Engineer may require that driving be stopped in order to check the pile for plumb. Pulling laterally on piles to correct out-of-plumb errors, or splicing a section that meets the tolerances for plumb in this section on an out-of-plumb section will not be permitted.

No pile shall be nearer than 150 mm (6 inches) to the face of the concrete stem.

If the location and/or out-of-plumb tolerances specified herein are exceeded, the extent of corrective measures will be evaluated by the Engineer. If in the judgment of the Engineer corrective measures are necessary, suitable measures shall be designed and constructed by the Contractor. The Contractor shall bear all costs, including delays, associated with the corrective action.

122. 505.05 SPLICES, is hereby modified by adding the following new part (c):

- (c) Splices for Steel Piling for Integral Abutments. Splices shall be made in accordance with the details shown in the Plans at locations approved by the Engineer.

Splices will be allowed as shown in the following table:

TABLE 505.05B
 ALLOWABLE SPLICES

Length of Steel Piling		Maximum Number of Splices Allowed
Meters	Feet	
Over 10 to and including 18	Over 35 to and including 60	1
Over 18 to and including 37	Over 60 to and including 120	3
Over 37 to and including 55	Over 120 to and including 180	5

The splicing sequence shall be arranged to exclude splices from the upper 6 meter (20 foot) section of the piles. The total number of splices in the upper 6 meter (20 foot) section of the piles shall be limited to one per abutment.

123. 505.08 METHOD OF MEASUREMENT, part (a) Piling, subpart (1) is hereby modified by adding the following paragraph:

Steel Piling for Integral Abutments will be the total number of meters (linear feet) for each pile driven, accepted, and left in place, measured to the nearest meter (linear foot).

124. 505.08 METHOD OF MEASUREMENT, part (b) Pile Loading Tests, is hereby modified by deleting the word "no" before the word "measurement" and by adding the phrase "or Steel Piling for Integral Abutments, as applicable," after the phrase "Steel Piling" in the second paragraph.

125. 505.08 METHOD OF MEASUREMENT, part (b) Pile Loading Tests, is hereby further modified by adding the following paragraph:

If a test pile is driven outside of foundation limits, no measurement for payment as Steel Piling or Steel Piling for Integral Abutments, as applicable, will be made for the test pile.

126. 505.09 BASIS OF PAYMENT, is hereby modified by adding the following new part (c) immediately after part (b):

(c) Steel Piling for Integral Abutments of the size specified will be paid for at the Contract unit price per meter (linear foot).

127. 505.09 BASIS OF PAYMENT, is hereby further modified by deleting the phrase "for furnishing, transporting, handling, and driving the test pile, complete with tip, end plate, or stinger plate as required;" in the second sentence of the third paragraph.

128. 505.09 BASIS OF PAYMENT, is hereby still further modified by adding the following as the fourth paragraph of the Subsection text:

Payment for furnishing and driving test piling driven outside of foundation limits will be included in the unit price bid for Dynamic Pile Loading Test.

129. 505.09 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
505.10 Steel Piling, HP 250 X 62 (HP 10 X 42)	Meter (Linear Foot)
505.155 Steel Piling, HP 310 X 93 (HP 12 X 63)	Meter (Linear Foot)
505.165 Steel Piling, HP 310 X 125 (HP 12 X 84)	Meter (Linear Foot)
505.25 Steel Piling for Integral Abutments, HP 310 X 79 (HP 12 X 53)	Meter (Linear Foot)
505.255 Steel Piling for Integral Abutments, HP 310 X 93 (HP 12 X 63)	Meter (Linear Foot)
505.26 Steel Piling for Integral Abutments, HP 310 X 110 (HP 12 X 74)	Meter (Linear Foot)
505.265 Steel Piling for Integral Abutments, HP 310 X 125 (HP 12 X 84)	Meter (Linear Foot)
505.27 Steel Piling for Integral Abutments, HP 360 X 108 (HP 14 X 73)	Meter (Linear Foot)
505.28 Steel Piling for Integral Abutments, HP 360 X 132 (HP 14 X 89)	Meter (Linear Foot)
505.29 Steel Piling for Integral Abutments, HP 360 X 152 (HP 14 X 102)	Meter (Linear Foot)
505.30 Steel Piling for Integral Abutments, HP 360 X 174 (HP 14 X 117)	Meter (Linear Foot)

SECTION 506 - STRUCTURAL STEEL

130. 506.18 ERECTION, part (b) Bearings and Anchorages, subpart (3), is hereby modified by adding the following as the last sentence of the first paragraph:

Additional aggregates shall not be added to the material during field mixing.

131. 506.18 ERECTION, part (b) Bearings and Anchorages, subpart (3), is hereby further modified by adding the following as the second, third, fourth, and fifth paragraphs of the Subsection text:

Prior to ordering materials and starting the work, the Contractor shall submit a drilling and mortaring proposal to the Engineer for approval, including a premixed mortar material brand name.

The drilled holes to be mortared shall be thoroughly cleaned, wetted, and free of standing water.

The mortar shall be mixed in a mechanical mixer according to the manufacturer's recommendations and shall be readily pourable so that when poured it completely fills the remaining hole cavities. The placement of mortar for each bearing shall be continuous and complete at all hole locations.

All exposed mortar shall be cured for a period of not less than three (3) days by the wetted burlap method in accordance with Section 501. Curing shall commence as soon as practical after mortar placement. The Contractor shall not apply any forces to the anchor bolts during the curing period.

132. 506.19 BOLTING AND CONNECTIONS, part (a) General, is hereby modified by adding the following paragraph:

Bolt holes shall be fabricated to the requirements of the AASHTO *LRFD Bridge Construction Specifications*, Section 11.4.8, except that holes shall not be punched full-size in curved girder or curved rolled beam cross frames, lateral bracing components, and connection plates. In addition, all gusset plates and splice plates shall be considered main load carrying members and holes shall not be punched full-size.

SECTION 507 - REINFORCING STEEL

133. 507.11 BASIS OF PAYMENT, is hereby modified by deleting the phrase "including grouting of dowels" in the second sentence of the first paragraph and replacing it with the word "specified".
134. 507.11 BASIS OF PAYMENT, is hereby further modified by adding the following as the second paragraph of the Subsection text:

The accepted quantity of Drilling and Grouting Dowels will be paid for at the Contract unit price per meter (linear foot). Payment will be full compensation for drilling the dowel hole, grouting the dowel in the hole, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

SECTION 510 - PRESTRESSED CONCRETE

135. 510.13 GROUT, is hereby modified by re-designating part "(a)" to part "(b)", part "(b)" to part "(c)", and part "(c)" to part "(d)".
136. 510.13 GROUT, is hereby further modified by adding the following new part (a):
- (a) The Fabricator shall sandblast surfaces to be grouted to ensure a clean, oil-free, roughened surface.
137. 510.16 BASIS OF PAYMENT, is hereby modified by adding the phrase "sandblasting, " after the phrase "repairing," in the second sentence of the first paragraph.

SECTION 513 - PROTECTIVE COATINGS

138. 513.04 SURFACE PREPARATION, part (c) Testing Equipment, is hereby modified by being deleted in its entirety and replaced with the following:
- (c) Testing Equipment. For shop or field painting the Contractor shall provide (for the Contractor's use) quality control testing equipment as specified in Subsection 631.07. If required by the Contract for field testing by the Engineer, the Contractor shall provide the testing equipment specified in accordance with Section 631.
139. 513.06 APPLICATION, part (e) Weathered Galvanized Surfaces, is hereby corrected by deleting the phrase "513.04(e)" and replacing it with the phrase "513.04(f)".

140. 513.07 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

Unless otherwise specified in the Contract Documents, no measurement for payment will be made for protective coatings testing equipment provided by the Contractor.

SECTION 516 - EXPANSION DEVICES

141. 516.02 MATERIALS, is hereby modified by adding the following at the end of the Subsection listing:

Epoxy Bonding Compound.....719.02

142. 516.05 INSTALLATION, is hereby modified by deleting the third sentence of the third paragraph in its entirety.

SECTION 522 - LUMBER AND TIMBER

143. 522.04 DRAWINGS, is hereby modified by adding the following paragraphs:

The Contractor shall prepare and submit Construction Drawings for structural timber erection in accordance with Section 105.

The erection plan shall include methods and sequence of structural timber erection, temporary bracing requirements, the equipment to be used for the erection, the necessary computations to indicate the magnitude of stress in the segments during erection and to demonstrate that all of the erection equipment has adequate capacity for the work to be performed, and provisions for all stages of construction, including temporary stoppages. The Contractor shall follow the erection plan as submitted.

144. 522.06 HANDLING, is hereby modified by adding the following paragraph:

Cranes, lifting devices, and other equipment for all structural timber erection shall be of adequate design and capacity to safely erect, align, and secure all members and components in their final positions without damage. The Contractor is solely responsible for the methods and equipment employed for the erection of the structural timber members.

145. 522.07 FRAMING, is hereby modified by adding the following as the last sentence of the first paragraph:

Except as directed by the Engineer, structure framing and boarding shall be constructed square, plumb, and straight.

146. 522.15 METHOD OF MEASUREMENT, is hereby modified by adding the following sentence at the end of the first paragraph:

For longitudinal nail-laminated decking, longitudinal plank decking, and runners, member length will be measured as the overall superstructure length of in place decking and runners, measured to the next 0.25 m (1 foot) increment.

147. 522.16 BASIS OF PAYMENT, is hereby modified by deleting the second sentence of the first paragraph in its entirety and replacing it with the following:

Payment for each quantity will be full compensation for detailing, fabricating, furnishing, transporting, handling, placing or erecting, and painting or treating the material specified, including all hardware and timber connectors; for providing all falsework, forms, bracing, sheeting, or other timber used for erection purposes; for furnishing and implementing the erection plan, when required; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

148. 522.16 BASIS OF PAYMENT, is hereby further modified by deleting the second paragraph of part 2. in its entirety and replacing it with the following:

Payments for the quantity of Structural Glued Laminated Timber will be full compensation for detailing, fabricating, furnishing, transporting, handling, placing or erecting, and painting or treating the material specified, including all hardware and timber connectors; for providing all falsework, forms, bracing, sheeting, or other timber used for erection purposes; for furnishing and implementing the erection plan, when required; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

SECTION 524 - JOINT SEALER

149. 524.02 MATERIALS, is hereby modified by deleting the third (last) paragraph in its entirety.
150. 524.09 BASIS OF PAYMENT, is hereby modified by adding the phrase ", including saw cutting where required," after the phrase "for preparing" in the second sentence.

SECTION 525 - METAL RAILINGS

151. 525.01 DESCRIPTION, is hereby modified by being deleted in its entirety and replaced with the following:
152. 525.01 DESCRIPTION. This work shall consist of furnishing and erecting hand railing or bridge railing, and performing repairs to existing bridge railing.
153. 525.02 MATERIALS, is hereby modified by adding the following paragraph:

Where required in the Contract Documents, aluminum bridge railing shall be anodized to a black satin finish in accordance with ASTM B 580 following fabrication.

154. 525.03 FABRICATION DRAWINGS, is hereby modified by adding the following paragraph:

These requirements do not apply to work performed under part (e) of Subsection 525.05.

155. 525.05 INSTALLATION, is hereby modified by adding the following new part (e):

(e) Bridge Railing Repair. Bridge railing repair of the Type specified shall be performed at the locations indicated in the Plans and as directed by the Engineer.

(1) Bridge Railing Repair, Type I. Type I bridge railing repair shall consist of installing new heavy duty steel beam panels and offset blocks on existing fascia-mounted or curb-mounted posts spaced at 1.9 meters (6.25 feet) or less.

(2) Bridge Railing Repair, Type II. Type II bridge railing repair shall consist of installing new nested heavy duty steel beam panels and offset blocks on existing fascia-mounted or curb-mounted posts spaced greater than 1.9 meters (6.25 feet).

(3) Bridge Railing Repair, Type III. Type III bridge railing repair shall consist of installing new heavy duty steel beam panels and offset blocks on new fascia-mounted or curb-mounted posts utilizing existing anchor bolts.

156. 525.06 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Bridge Railing Repair of the Type specified to be measured for payment will be the number of meters (feet) of railing repaired in the complete and accepted work, measured within the limits shown on the Plans or as directed by the Engineer. No additional measurement will be made for nested beam panels.

157. 525.07 BASIS OF PAYMENT, is hereby modified by adding the phrase "anodizing," after the phrase "applying grease rustproof compound," in the second (last) sentence of the second paragraph.

158. 525.07 BASIS OF PAYMENT, is hereby further modified by adding the following paragraphs:

The accepted quantity of Bridge Railing Repair of the Type specified will be paid for at the Contract unit price per meter (linear foot). Payment will be full compensation for detailing, treating, furnishing, handling, and placing railing components; for bolts and hardware necessary for installing railing components; for all work necessary for verifying and adjusting post height and/or bolt spacing of existing posts; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Removal and disposal of existing railing components required for performing Bridge Railing Repair of the Type specified will be paid for under Contract item 525.10.

159. 525.07 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
525.11 Resetting Railing	Meter (Linear Foot)
525.225 Bridge Railing, Anodized 3 Rail Aluminum	Meter (Linear Foot)
525.235 Bridge Railing, Anodized Aluminum/Pedestrian	Meter (Linear Foot)
525.50 Bridge Railing Repair, Type I	Meter (Linear Foot)
525.55 Bridge Railing Repair, Type II	Meter (Linear Foot)
525.60 Bridge Railing Repair, Type III	Meter (Linear Foot)

SECTION 528 - TEMPORARY BRIDGE

160. 528.04 DESIGN AND CONSTRUCTION DETAILS, part (c) Railing, is hereby corrected by replacing the phrase "621.06" with the phrase "621.07" in the first paragraph.
161. 528.07 BASIS OF PAYMENT, is hereby modified by deleting the third (last) sentence of the second paragraph and replacing it with the following:

When the temporary bridge and its approaches have been removed, a further payment of 15 percent of the lump sum price will be allowed. The remaining 10 percent of the lump sum price will be paid when the site is cleaned up and vegetation has been established to the satisfaction of the Engineer.

SECTION 529 - REMOVAL OF STRUCTURES AND BRIDGE PAVEMENT

162. 529.06 BASIS OF PAYMENT, is hereby modified by deleting the fourth (last) sentence of the first paragraph in its entirety and replacing it with the following:
- Payment will be full compensation for the removal and disposal of the specified items; for removal, salvage, and stockpiling of components and materials specified in the Contract; for excavating, backfilling, regrading, and performing site restoration incidental to the removal of specified items; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.
163. 529.06 BASIS OF PAYMENT, is hereby further modified by deleting the second paragraph in its entirety and replacing it with the following:

Removal of Bridge Pavement, when not included as a separate pay item, will not be paid for directly, but will be considered incidental to either Removal of Structure or Partial Removal of Structure as specified in the Plans.

SECTION 531 - BEARING DEVICES

164. 531.01 DESCRIPTION, is hereby modified by deleting the phrase "and pot bearing devices" and replacing it with the phrase "pot, and elastomeric pad bearing devices."

165. 531.04 FABRICATION, part (a) General, is hereby modified by deleting the fifth paragraph in its entirety and replacing it with the following:

Steel bearings, expansion fabric bearing pads, and fixed and expansion pot bearings shall be designed and fabricated in accordance with Section 14 of the AASHTO *LRFD Bridge Design Specifications* and Section 18 of the AASHTO *LRFD Bridge Construction Specifications*.

166. 531.04 FABRICATION, part (b) Surface Protection, is hereby modified by adding the phrase ", except interior surfaces of pot bearings" after the word "metalized" in the first sentence of the first paragraph.

167. 531.04 FABRICATION, part (c) Finish, is hereby modified by deleting the phrase "Division II of the AASHTO *Standard Specifications for Highway Bridges*" and replacing it with the phrase "the AASHTO *LRFD Bridge Construction Specifications*".

168. 531.04 FABRICATION, part (e) Sliding Surfaces, subpart (1) is hereby modified by being deleted in its entirety and replaced with the following:

- (1) The minimum thickness of TFE material shall be as follows:

For all applications, the thickness of TFE shall be at least 1.6 mm (1/16 inch) after compression. The thickness of recessed sheet TFE shall be at least 4.8 mm (3/16 inch) when the maximum dimension of TFE is less than or equal to 610 mm (24 inches), and at least 6.4 mm (1/4 inch) when the maximum dimension of the TFE is greater than 610 mm (24 inches).

169. 531.04 FABRICATION, part (e) Sliding Surfaces, subpart (2)a. is hereby modified by being deleted in its entirety and replaced with the following:

- a. The thickness of the stainless steel sheet shall be at least 1.9 mm (14 gauge) when the maximum dimension of the surface is less than or equal to 305 mm (12 inches), and at least 3.0 mm (11 gauge) when the maximum dimension is larger than 305 mm (12 inches).

170. 531.04 FABRICATION, part (h) Confined Elastomer (Pot) Bearings, is hereby modified by deleting the phrase "*Standard Specifications for Highway Bridges*" and replacing it with the phrase "*LRFD Bridge Construction Specifications*" in the first paragraph.

171. 531.04 FABRICATION, part (h) Confined Elastomer (Pot) Bearings, subpart (7), is hereby modified by deleting the phrase "Division II of the AASHTO *Standard Specifications for Highway Bridges*" and replacing it with the phrase "the AASHTO *LRFD Bridge Construction Specifications*".

172. 531.04 FABRICATION, is hereby modified by adding the following new part (i):

(i) Elastomeric Pad Bearings. The following shall apply to the design and fabrication of elastomeric pad bearings:

- (1) Alternate configurations may be submitted for approval. Any alternate(s) shall be designed and certified to meet the design loads and criteria specified in the Contract Documents. The alternate(s) shall maintain the anchorage system shown in the Plans and shall be designed per Section 14 of the AASHTO LRFD Bridge Design Specifications. Bridge seat elevations may be revised to accommodate alternate configurations.
- (2) Except as modified within the Contract Documents, all fabrication shall meet the requirements of AASHTO M 251.
- (3) No fabric reinforcement shall be allowed in the fabrication of elastomeric pads for elastomeric bridge bearing devices.
- (4) All required fabrication of steel components of the bearings shall occur before the vulcanization process.
- (5) The steel surfaces to be bonded to elastomeric material during vulcanization shall not be metalized or galvanized.

173. 531.05 INSTALLATION, is hereby modified by adding the following paragraphs:

Elastomeric bridge bearing pads without external load plates may be placed on a concrete or steel surface provided that it is flat to within a tolerance of 0.005 of the nominal dimension for steel reinforced bearings and 0.01 of the nominal dimension for others. Bearings shall be placed on surfaces that are horizontal to within 0.01 radians (0.120 inch/12 inches). Any lack of parallelism between the top of the bearing and the underside of the girder that exceeds 0.01 radians shall be corrected by a method approved by the Engineer.

Exterior plates of the bearing shall not be welded unless at least 38 mm (1 ½ inches) of the steel exists between the weld and the elastomer. In no case shall the elastomer or the bond be subjected to temperature higher than 205°C (400°F).

174. 531.06 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase "materials including bearing pads" and replacing it with the phrase "components" in the second sentence.

175. 531.07 BASIS OF PAYMENT, is hereby modified by deleting the second sentence of the first paragraph in its entirety and replacing it with the following:

Payment will be full compensation for detailing, furnishing, handling, transporting, and placing the material specified, including surface preparation, protective coating, testing, anchor bolt assemblies, drilling for anchor bolts, mortar, proprietary anchoring systems, bearing device components, welding, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

176. 531.07 BASIS OF PAYMENT, is hereby further modified by adding the following paragraph:

Payment for alternate bearing designs and submittals will be considered incidental to the appropriate Section 531 pay item in the Contract.

SECTION 541 - STRUCTURAL CONCRETE

177. 541.02 MATERIALS, is hereby modified by adding the following paragraph:

Precast concrete stay-in-place forms (prestressed deck panels) shall conform to the requirements of Section 510.

178. 541.19 METHOD OF MEASUREMENT, is hereby modified by deleting the period and adding the phrase ", including the volume of superstructure precast concrete stay-in-place forms, but excluding the volume of steel or other stay-in-place forms and form filling materials." after the word "Engineer" at the end of the first sentence of the first paragraph.

SECTION 602 - MASONRY

179. 602.01 DESCRIPTION, is hereby modified by adding the phrase "rebuilding, repairing, or" after the word "or".

180. 602.02 MATERIALS, is hereby modified by adding the following as the second paragraph (after the Subsection listing):

Materials for Rebuilt and Repairing Stone Masonry shall be approved by the Engineer prior to use. New stone, as required, shall match as closely as practical the existing stone masonry color, texture, and size. If required to match the existing stone masonry, chemical treatment processes to aid in providing stone of similar color shall be investigated by the Contractor.

181. 602.06 REBUILT AND REPAIRING STONE MASONRY, is hereby made a new Subsection of this Section as follows:

602.06 REBUILT AND REPAIRING STONE MASONRY.

(a) General.

- (1) Rebuilt Stone Masonry. The stone masonry of the existing substructure and wingwalls shall be mapped, removed, and rebuilt as indicated and specified in the Contract Documents.

Following backfill excavation, the existing stones, tree stumps, roots, and other foreign matter shall be removed in the areas shown on the Plans or where directed by the Engineer. The existing stones shall be re-set in their original locations, removing any gaps that occurred due to previous damage to the walls. Rebuilt Stone Masonry shall match securely into adjacent masonry.

- (2) Repairing Stone Masonry. Earth, minor vegetation, and other foreign matter shall be removed and cavities in the stone substructure and wingwalls filled as indicated and specified in the Contract Documents.

(b) Construction Requirements.

- (1) Rebuilt Stone Masonry. The work shall be performed by a stone mason who is highly knowledgeable and experienced in the construction of dry stone masonry walls and fascia. The Contractor's stone mason performing the work must demonstrate at least five years experience in the construction of dry stone masonry walls. Documentation of experience, including a list of previous projects and references, shall be submitted to the Engineer prior to commencement of the work.

The existing stone masonry in the areas of reconstruction shall be mapped out and documented. Each stone size and location shall be noted. The Contractor, prior to stone removal, shall submit documentation to the Engineer for approval.

Special care and precautions shall be taken during removal and storage of the existing stone masonry to ensure that the stone is not damaged.

All stones shall be carefully removed in the areas shown on the Plans. The Contractor shall shore the remaining portions of the walls to ensure that they do not shift during construction.

The existing stones shall be replaced in their original locations, removing any gaps that occurred due to previous damage to the walls. All joints in the reconstructed stone walls shall be no larger than 19 mm (3/4 inch) between stones. Any existing stones that are not suitable for replacement or missing shall be replaced by the Contractor with stones of similar size and appearance.

- (2) Repairing Stone Masonry.

- a. Examination. The Contractor and Engineer shall jointly examine the abutments and wingwalls to field verify the extent of the work.

All work shall be performed by stonemasons with a minimum of three (3) years experience with similar work.

- b. Repair. Gaps between horizontal faces of existing stones less than 25 mm (1 inch) shall not be repaired. The size of these gaps shall equal the approximate diameter of a 22 mm (7/8 inch) diameter steel dowel bar.

Gaps between horizontal faces of existing stones between 25 mm (1 inch) and 150 mm (6 inches) shall have small stone blocks added, with the depth of the blocks as large as possible for good bearing. The minimum width of said blocks shall be 100 mm (4 inches).

Gaps between horizontal faces of existing stones greater than 150 mm (6 inches) shall have crushed gravel and stone blocks added. The crushed gravel shall be placed at the back of the stone and compacted in place up to 300 mm (12 inches) of the exposed wall face. The crushed gravel shall be compacted by tamping rods or other methods acceptable to the Engineer. Stone block(s) shall then be added to achieve a tight fit. New stone blocks shall not extend beyond the face of the stone wall.

182. 602.10 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraphs:

The quantity of Rebuilt Stone Masonry to be measured for payment will be the number of cubic meters (cubic yards) of stone masonry rebuilt in the complete and accepted work, measured in accordance with the dimensions shown on the Plans or as determined by the Engineer.

The quantity of Repairing Stone Masonry to be measured for payment will be the number of square meters (square yards) of stone masonry repaired in the complete and accepted work, measured as the total surface area of the repaired masonry.

183. 602.11 BASIS OF PAYMENT, is hereby modified by adding the phrase "of Cement Masonry, Dry Masonry, Stone Masonry Facing, and Repointing Masonry" after the word "quantities" in the first sentence of the first paragraph.

184. 602.11 BASIS OF PAYMENT, is hereby further modified by adding the following paragraphs:

The accepted quantity of Rebuilt Stone Masonry will be paid for at the Contract unit price per cubic meter (cubic yard). Payment will be full compensation for mapping, documenting, and removing existing stone masonry; furnishing new stone as needed; furnishing, transporting, handling, and placing the materials specified; backfilling when not paid under a separate Contract item; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Excavation adjacent to Rebuilt Stone Masonry and disposal of excess or unsuitable excavated material will be paid for at the Contract unit price per cubic meter (cubic yard) for Structure Excavation. Excavation shall be backfilled with material acceptable to the Engineer. When Granular Backfill for Structures is required for backfill material, it will be paid for at the Contract unit price per cubic meter (cubic yard).

The accepted quantity of Repairing Stone Masonry will be paid for at the Contract unit price per square meter (square yard). Payment will be full compensation for removing material specified from the face of stone masonry; filling cavities; furnishing, transporting, handling, and placing the materials specified; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

185. 602.11 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
602.35 Rebuilt Stone Masonry	Cubic Meter (Cubic Yard)
602.40 Repairing Stone Masonry	Square Meter (Square Yard)

SECTION 604 - DROP INLETS, CATCH BASINS, AND MANHOLES

186. 604.03 GENERAL CONSTRUCTION REQUIREMENTS, is hereby modified by adding the following paragraphs:

Except for components cast using the dry cast process, precast concrete components shall not have the forms removed until a minimum compressive strength of 15 Mpa (2000 psi) has been achieved. Precast components shall not be moved until two hours after they have been cast and until a minimum compressive strength of 15 Mpa (2000 psi) has been achieved. Concrete cylinders shall be made, in accordance with AASHTO T 23, at the last placement of the day.

Reinforced precast sections shall not be shipped from the manufacturing facility until the eighth day from the date of manufacture, except when the supplier provides test results demonstrating that the design strength has been achieved.

187. 604.05 CURING AND PROTECTION, is hereby modified by adding the following paragraphs:

Precast concrete shall be cured using membrane curing compound. The curing compound shall be applied to the concrete surface after finishing, as soon as the free water on the surface has disappeared and no water sheen is visible, but not so late that the liquid curing compound will be absorbed into the concrete. When curing compound cannot be applied as specified herein, the manufacturer shall instead immediately begin wet curing the unit until curing compound can be applied. When this method is used in conjunction with the dry cast process, the curing room shall be kept at 100% humidity until a minimum compressive strength of 15 Mpa (2000 psi) has been obtained.

When the forms are removed prior to 7 days, the exposed concrete surfaces shall be wet with water within one half hour of form removal and shall be kept wet until the curing compound is applied. Before application, the concrete shall be allowed to reach a uniformly damp appearance with no free water on the surface, and then the compound shall be applied immediately.

Precast concrete drainage components shall not be subjected to freezing temperatures prior to attaining the specified 28 day compressive strength. Components which are exposed to freezing before reaching the required 28 day compressive strength shall be rejected without further cause. Any additional testing on the rejected components as determined by the Engineer to gain acceptance will be at the expense of the manufacturer.

SECTION 605 - UNDERDRAINS

188. 605.04 INSTALLATION, part (e) Backfill, is hereby corrected by replacing the phrase "Subsection 704.17" with the phrase "drainage aggregate" in the first sentence of the first paragraph.

SECTION 616 - CURBS AND GUTTERS

189. 616.14 METHOD OF MEASUREMENT, is hereby modified by adding the phrase "Bituminous Concrete Curb of the type specified (linear measure);" after the phrase "Cast-in-Place Concrete Curb of the type specified;" in the first paragraph.
190. 616.14 METHOD OF MEASUREMENT, is hereby further modified by adding the phrase "(volume measure)" after the phrase "Bituminous Concrete Curb of the type specified" in the second paragraph.
191. 616.15 BASIS OF PAYMENT, is hereby modified by adding the phrase "Bituminous Concrete Curb of the type specified (linear measure);" after the phrase "Cast-in-Place Concrete Curb of the type specified;" in the first paragraph.
192. 616.15 BASIS OF PAYMENT, is hereby further modified by adding the phrase "(volume measure)" after the phrase "Bituminous Concrete Curb of the type specified" in the second paragraph.
193. 616.15 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
616.305 Bituminous Concrete Curb, Type A	Meter (Linear Foot)
616.315 Bituminous Concrete Curb, Type B	Meter (Linear Foot)

SECTION 618 - SIDEWALKS

194. 618.07 BASIS OF PAYMENT, is hereby corrected by replacing the phrase "(square yard)" with the phrase "(square foot)" in the third sentence of the first paragraph.

SECTION 620 - FENCES

195. 620.02 MATERIALS, is hereby modified by changing the period to a colon at the end of the first sentence of the first paragraph (including Subsection listing).
196. 620.02 MATERIALS, is hereby further modified by deleting the word "galvanized" in the third paragraph.
197. 620.02 MATERIALS, is hereby still further modified by deleting the word "galvanized" in the first line, and by replacing the word "galvanized" with the phrase "aluminum-coated" in the second line, of the fourth paragraph.
198. 620.02 MATERIALS, is hereby still further modified by deleting the word "galvanized" before the phrase "snow barrier" in the fifth paragraph.

199. 620.09 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase ", Galvanized" after the phrase "Snow Barrier" in the first sentence of the first paragraph.
200. 620.10 BASIS OF PAYMENT, is hereby modified by deleting the phrase ", Galvanized" after the phrase "Snow Barrier" in the first paragraph.
201. 620.10 BASIS OF PAYMENT, is hereby further modified by deleting the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
620.75 Snow Barrier, Galvanized	Meter (Linear Foot)

202. 620.10 BASIS OF PAYMENT, is hereby still further modified by adding the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
620.75 Snow Barrier	Meter (Linear Foot)

SECTION 621 - TRAFFIC BARRIERS

203. 621.02 MATERIALS, is hereby modified by adding the following to the Subsection listing in the first paragraph:

Energy Absorption Attenuators.....728.07

204. 621.02 MATERIALS, is hereby further modified by adding the following as the second sentence of the fifth paragraph (beginning "Materials for Aluminum Approach Railing..."):

Where required in the Contract Documents, Aluminum Approach Railing shall be anodized to a black satin finish in accordance with ASTM B 580 following fabrication.

205. 621.03 POSTS AND OFFSET BLOCKS, is hereby modified by adding the following as the second paragraph of the Subsection text:

Posts for Steel Backed Timber Guardrail shall be driven into pilot holes that have been punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the post by more than 25 mm (1 inch). If impenetrable material is encountered while placing the post, the pilot shall be enlarged to provide not less than 150 mm (6 inches) of clearance on all sides and a minimum depth of 760 mm (2.5 feet). The post shall be set in concrete, the type as approved by the Engineer, to within 150 mm (6 inches) of the top of the hole. The remaining 150 mm (6 inches) shall be backfilled with a suitable material and compacted to the satisfaction of the Engineer.

206. 621.04 RAIL ELEMENTS, is hereby modified by adding the following new part (d):

(d) Steel Backed Timber Rail. Timber rails shall be cut to produce a close fit at all joints. Field cuts shall be treated with an approved material as determined by the Engineer.

207. 621.06 ENERGY ABSORPTION ATTENUATOR, is hereby modified by adding the phrase "Temporary or permanent" at the beginning of the first paragraph.

208. 621.06 ENERGY ABSORPTION ATTENUATOR, is hereby further modified by adding the phrase "and permanent" after the word "temporary" in the third paragraph.

209. 621.06 ENERGY ABSORPTION ATTENUATOR, is hereby still further modified by adding the following paragraph:

Should an attenuator, or component thereof, in service on the project become damaged and require replacement, as determined by the Engineer, the damaged attenuator, or component thereof, shall be replaced immediately with a backup attenuator, or component thereof, stored on the project in order that there is minimal disruption to incorporating a fully functional attenuator as required by the project traffic control plan.

210. 621.07 TEMPORARY TRAFFIC BARRIER, is hereby modified by deleting the first three paragraphs in their entirety and replacing them with the following:

211. 621.07 TEMPORARY TRAFFIC BARRIER. Temporary traffic barrier shall be one of the barriers included under FHWA's Roadside Hardware Policy and Guidance for crashworthy longitudinal barriers, at the Contractor's discretion, unless otherwise specified. The type of temporary traffic barrier shall be provided to the Engineer prior to use. All temporary traffic barrier and corresponding connections shall meet, unless otherwise specified in the Plans, Test Level 3 (TL-3) criteria as defined in NCHRP Report 350 or the AASHTO *Manual for Assessing Safety Hardware* (MASH). The appropriate resource shall be determined as described in the MASH publication.

Temporary traffic barrier components shall be in a condition satisfactory to the Engineer prior to placement on the project and maintained as such until removed from the project.

The Contractor shall provide to the Engineer verification that the barrier deflection distance is appropriate for the intended use. Where appropriate, temporary traffic barrier shall be adequately anchored to prevent movement if impacted.

212. 621.14 METHOD OF MEASUREMENT, is hereby modified by adding the following as the fourth paragraph of the Subsection text:

The quantity of Steel Backed Timber Guardrail to be measured for payment will be the number of meters (linear feet) installed in the complete and accepted work, measured from end to end along the face of rail, including terminal sections. The measured length will be multiplied by a pay factor of 1.4 for a post spacing of 1.5 m (5 feet).

213. 621.14 METHOD OF MEASUREMENT, is hereby further modified by deleting the phrase "Steel Backed Timber Guardrail," from the first sentence of the fifth paragraph of the Subsection text.

214. 621.14 METHOD OF MEASUREMENT, is hereby still further modified by adding the following as the eleventh paragraph of the Subsection text:

The Contract quantity for Energy Absorption Attenuator includes one backup attenuator to be provided by the Contractor and stored on the project in the event an attenuator, or component thereof, in service is damaged and needs replacement.

215. 621.14 METHOD OF MEASUREMENT, is hereby still further modified by replacing the word "quantity" with the word "quantities" and by adding the phrase "and Aluminum Approach Railing, Anodized" after the phrase "Aluminum Approach Railing" in the twelfth paragraph of the Subsection text.
216. 621.14 BASIS OF PAYMENT, is hereby modified by re-designating the Subsection number from "621.14" to "621.15".
217. 621.15 BASIS OF PAYMENT, is hereby modified by replacing the word "quantity" with the word "quantities" and by adding the phrase "and Aluminum Approach Railing, Anodized" after the phrase "Aluminum Approach Railing" in the fourth paragraph of the Subsection text.
218. 621.15 BASIS OF PAYMENT, is hereby further modified by deleting the eighth paragraph in its entirety and replacing it with the following paragraph:

Payment will be full compensation for furnishing, transporting, handling, and placing the materials specified, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. For Steel Backed Timber Guardrail, enlarging holes as necessary for placement of posts, furnishing and placing concrete fill and backfill material, and compacting backfill to the satisfaction of the Engineer will not be paid for separately, but will be considered incidental to the unit price bid for Contract item 621.18.

219. 621.15 BASIS OF PAYMENT, is hereby still further modified by deleting the twelfth paragraph in its entirety and replacing it with the following paragraph:

Payment for the backup attenuator will be made as follows:

- (a) 50 percent of the Contract unit price will be paid when the backup attenuator is delivered to and placed in storage at the project site to the satisfaction of the Engineer.
- (b) The remaining 50 percent of the Contract unit price will be paid when the stored attenuator, or component thereof, is installed on the project and/or removed from the project site, when no longer required, as determined by the Engineer.

220. 621.15 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
621.206 Steel Beam Guardrail, Galvanized/Nested	Meter (Linear Foot)
621.207 Steel Beam Guardrail, Galvanized/Nested w/2.4 m (8 feet) Posts	Meter (Linear Foot)
621.216 HD Steel Beam Guardrail, Galvanized/Nested	Meter (Linear Foot)
621.217 HD Steel Beam Guardrail, Galvanized/Nested w/2.4 m (8 feet) Posts	Meter (Linear Foot)
621.745 Aluminum Approach Railing, Anodized	Meter (Linear Foot)

SECTION 625 - SLEEVES FOR UTILITIES

221. 625.03 INSTALLATION, is hereby modified by deleting the phrase "50 mm (2 inches)" and replacing it with the phrase "100 mm (4 inches)" in the fifth line (beginning "Water service lines") of the listing in the fifth paragraph.

SECTION 630 - UNIFORMED TRAFFIC OFFICERS AND FLAGGERS

222. 630.01 DESCRIPTION, part (e) Responsibility of Contractor to Protect Public and Workers, is hereby modified by being re-designated from part "(e)" to part "(f)".

223. 630.01 DESCRIPTION, is hereby modified by adding the following new part (e):

- (e) Use of Railroad Flaggers. Railroad flaggers shall be used within the limits of the project whenever the Contractor's operations are such as to make it necessary as described in the Contract Special Provisions.

Flaggers used in conjunction with railroad operations shall receive approval for use by the operating Railroad. The Contractor may contact the operating Railroad for a listing of approved flaggers.

224. 630.03 CLOTHING AND EQUIPMENT, part (c) For All Traffic Control Personnel, is hereby modified by being re-designated from part "(c)" to part "(d)".

225. 630.03 CLOTHING AND EQUIPMENT, is hereby further modified by adding the following new part (c):

- (c) For Railroad Flaggers.

- (1) Railroad flaggers shall be trained, clothed, and equipped in accordance with guidelines, rules, and/or regulations set forth by the operating Railroad.

226. 630.05 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase "and Flaggers" and replacing it with the phrase ", Flaggers, and Flaggers, Railroad" in the first sentence.

227. 630.06 BASIS OF PAYMENT, is hereby modified by adding the following as the second paragraph of the Subsection text:

The accepted quantity of Flaggers, Railroad will be paid for at the Contract unit price per hour. Payment will be full compensation for labor hours accrued on the project by a railroad flagger in the employ of the operating Railroad. The unit price shall include the costs of any equipment, clothing, and training required for the railroad flagger(s).

228. 630.06 BASIS OF PAYMENT, is hereby further modified by deleting the phrase "and/or Flaggers" and replacing it with the phrase ", Flaggers, and/or Flaggers, Railroad" in the first and third lines of the third (last) paragraph.

229. 630.06 BASIS OF PAYMENT, is hereby still further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
630.20 Flaggers, Railroad	Hour

SECTION 631 - FIELD OFFICE

230. 631.01 DESCRIPTION, is hereby modified by adding the following paragraph:

The equipment furnished for testing of protective coatings shall be used by the Engineer as required by the Contract.

231. 631.06 TESTING EQUIPMENT, BITUMINOUS, is hereby modified by adding the following as the sixth, seventh, and eighth paragraphs (before the paragraph beginning "Black duct tape..."):

- 1 48 inch electronic building level.
- 1 Mechanical measuring wheel.

The electronic building level shall have bubble indicators as well as a digital readout capable of reading in degrees from 0.0 deg to 90.0 deg, in percent slope from 0.0 percent to 100.0 percent, and in pitch in units (inches) of rise per unit (foot) of run. The electronic level shall have the capability of being recalibrated and be accurate to 1/10 of one degree.

The measuring wheel shall have a minimum wheel circumference of 1 m (3 feet) and shall have a sealed counter capable of measuring to a minimum range of 9 999.9 ft or 9 999.9 m specific to the applicable project (Contract) design units.

232. 631.08 METHOD OF MEASUREMENT, is hereby modified by adding the following to the first paragraph:

Unless otherwise specified in the Contract Documents, no measurement for payment will be made for protective coatings testing equipment provided by the Contractor.

233. 631.08 METHOD OF MEASUREMENT, is hereby further modified by deleting the second paragraph in its entirety and replacing it with the following:

The quantity of Field Office Telephone to be measured for payment will be to the nearest hundredth of a dollar for all telephone service supplied.

234. 631.08 METHOD OF MEASUREMENT, is hereby still further modified by deleting the phrase "one with a unit price and a total price set" with the word "dollars" in the first sentence of the third paragraph.

235. 631.09 BASIS OF PAYMENT, is hereby modified by deleting the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
631.25 Field Office Telephone	Lump Unit

236. 631.09 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
631.26 Field Office Telephone	Dollar

SECTION 649 - GEOTEXTILE FABRIC

237. 649.02 MATERIALS, is hereby modified by adding the following new part (c):

(c) Where woven wire reinforcement is used, the woven wire shall be 14 gauge minimum with a 150 mm (6 inch) maximum mesh opening.

238. 649.04 INSTALLATION, part (a) General, subpart (6) Silt Fence, is hereby modified by adding the phrase ", and when required woven wire reinforcement," after the word "geotextile" in the first sentence of the first paragraph.

239. 649.04 INSTALLATION, part (a) General, subpart (6) Silt Fence, is hereby further modified by deleting the second paragraph in its entirety and replacing it with the following paragraph:

Either wood or steel posts shall be used. The posts shall have a minimum length of 910 mm (3 feet) and shall be embedded a minimum of 405 mm (16 inches) below the ground surface. The spacing of the posts shall be as shown in the Plans, or as determined by the silt fence manufacturer or the Engineer.

240. 649.06 BASIS OF PAYMENT, is hereby modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
649.515 Geotextile for Silt Fence, Woven Wire Reinforced	Square Meter (Square Yard)

SECTION 651 - TURF ESTABLISHMENT

241. 651.02 MATERIALS, is hereby modified by adding the following as the twelfth entry of the Subsection listing in the first paragraph:

Straw Mulch.....755.10(g)

242. 651.08 SEEDING, part (b) Mulch, is hereby modified by adding the following new subpart 3. directly after the last paragraph of subpart 2. Hydraulic Mulch:

3. Straw Mulch. Straw mulch shall be applied at the locations and rate indicated in the Plans.

243. 651.12 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase "and Hay Mulch" and replacing it with the phrase ", Hay Mulch, and Straw Mulch" in the first sentence of the second paragraph.
244. 651.13 BASIS OF PAYMENT, is hereby modified by deleting the phrase "and Hay Mulch" and replacing it with the phrase ", Hay Mulch, and Straw Mulch" in the first sentence of the second paragraph.
245. 651.13 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
651.29 Straw Mulch	Metric Ton (Ton)

SECTION 652 - EROSION PREVENTION & SEDIMENT CONTROL PLAN

- xx. SECTION 652 - EROSION PREVENTION & SEDIMENT CONTROL PLAN, is hereby made a new Section of the Specifications as follows:
- xx. 652.01 DESCRIPTION. This work shall consist of designing, furnishing, and submitting for acceptance modifications to the Contract Erosion Prevention & Sediment Control Plan (hereinto known as the EPSC Plan), becoming a co-permittee with the Agency of Transportation, State of Vermont on associated permits, monitoring the EPSC Plan using an On-Site Plan Coordinator, and maintaining the erosion prevention and sediment control measures to ensure the effectiveness of the EPSC Plan.
- xx. 652.02 MATERIALS. Materials required for the field work maintenance of the EPSC Plan shall meet all requirements of the appropriate Section of the VAOT Standard Specifications for Construction.

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

- xx. 652.03 QUALIFICATIONS. Modifications to the EPSC Plan shall be prepared and signed by a Licensed Professional Civil Engineer registered in the State of Vermont or a qualified professional in erosion prevention and sediment control, certified by CPESC, Inc. or equivalent, hereinafter called the "Preparer."
- xx. 652.04 EROSION PREVENTION & SEDIMENT CONTROL PLAN. The EPSC Plan, developed using a combination of structural, non-structural, and vegetative practices to adequately prevent erosion and control sedimentation, and meeting the requirements of the *VTrans Erosion Prevention & Sediment Control Plan Designer Checklist (Non-Jurisdictional and Low Risk)* or the *Vermont Standards & Specifications for Erosion Prevention & Sediment Control* based on area of disturbance and risk, has been included in the Contract Documents.

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

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

All work shown in the EPSC Plan shall be included in the Contractor's CPM Progress Schedule, as required by Subsection 108.03.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Partial payments will be made as follows:

- (a) The first payment of 50 percent of the lump sum price for the EPSC Plan will be paid for upon acceptance of the EPSC Plan for the entire project.
- (b) The second payment of 35 percent of the lump sum price for the EPSC Plan will be made on the first estimate following the completion of 50 percent of the project.
- (c) The third payment of 15 percent of the lump sum price for the EPSC Plan will be made when the project is substantially complete.

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

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

Payment will be made under:

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

SECTION 653 - EROSION PREVENTION AND SEDIMENT CONTROL MEASURES

246. 653.02 MATERIALS, is hereby modified by deleting the tenth (Barrier Fence) and eleventh (Project Demarcation Fence) entries in the Subsection listing.

247. 653.02 MATERIALS, is hereby further modified by adding the following paragraphs:

Barrier Fence shall be fluorescent yellow or orange, ultraviolet stabilized, high density polyethylene mesh or grid that will not sag, corrode, rot, or conduct electricity.

Project Demarcation Fence shall be non-adhesive, ultraviolet stabilized, fluorescent yellow or orange vinyl-coated polyester mesh or polyethylene plastic tape that will not sag or tear over time due to natural weather conditions.

248. 653.05 EROSION MATTING, is hereby modified by deleting the first two paragraphs of the Subsection text in their entirety and replacing them with the following:

Temporary erosion matting shall be used to anchor loose mulch and provide temporary erosion control while vegetation is established in those areas where vegetation will provide permanent erosion protection.

Permanent erosion matting shall be used where vegetation will not sustain expected flow conditions or provide sufficient long-term erosion protection. Permanent erosion matting shall provide sufficient thickness and void space to permit soil filling and/or retention to allow for the development of vegetation.

249. 653.13 BARRIER FENCE, is hereby modified by deleting the second, third, and fourth paragraphs in their entirety and replacing them with the following:

Barrier Fence shall be installed on w-shape steel posts. The fence shall have a minimum height of 1.25 meters (4 feet). The posts shall be embedded a minimum of 600 mm (2 feet) into the ground, shall extend above the fabric, and shall be installed at a 1.5 meter (5 foot) spacing.

The Contractor shall select, inspect, and maintain Barrier Fence in accordance with the Contract Documents or as directed by the Engineer.

250. 653.14 PROJECT DEMARCATION FENCE, is hereby modified by deleting the second, third, and fourth paragraphs in their entirety and replacing them with the following:

Project Demarcation Fence shall be installed on hardwood stakes and shall have a minimum width of 75 mm (3 inches). The stakes shall be 25 mm x 25 mm x 1220 mm (1 inch x 1 inch x 4 feet), shall be embedded 300 mm (1 foot) into the ground, shall extend above the fabric, and shall be installed at a 3 meter (10 foot) spacing.

The Contractor shall select, inspect, and maintain Project Demarcation Fence in accordance with the Contract Documents or as directed by the Engineer.

SECTION 675 - TRAFFIC SIGNS

251. 675.17 METHOD OF MEASUREMENT, is hereby corrected by replacing the phrase "(square yards)" with the phrase "(square feet)" in the first paragraph.

SECTION 679 - STREET LIGHTING

252. 679.10 METHOD OF MEASUREMENT, is hereby modified by adding the following as the ninth (last) paragraph:

The accepted quantity of Power Drop Stanchion, Street Lighting to be measured for payment will be the number of each stanchion installed in the complete and accepted work.

253. 679.11 BASIS OF PAYMENT, is hereby modified by deleting the phrase "and Luminaire" and replacing it with the phrase "Luminaire, and Power Drop Stanchion, Street Lighting" in the third paragraph.

254. 679.11 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
679.55 Power Drop Stanchion, Street Lighting	Each

SECTION 701 - HYDRAULIC CEMENT

255. 701.02 PORTLAND CEMENT, is hereby modified by adding the following:

Portland cements that fail to meet all parts of AASHTO M 85 due to the dilution of the original cement with added limestone will be acceptable, provided the original portland cement used in the product met AASHTO M 85 requirements prior to the addition of limestone.

SECTION 704 - AGGREGATES

256. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (a) Aggregate for Marshall Bituminous Concrete Pavement, subpart (1) Grading (c) Recycled Asphalt Pavement (RAP), is hereby modified by adding the following to the first paragraph:

The percentage of RAP, when stated as a percentage of the total mix, shall be limited to a maximum of 50.0 percent for both design and production purposes.

257. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (a) Aggregate for Marshall Bituminous Concrete Pavement, subpart (1) Grading (c) Recycled Asphalt Pavement (RAP), is hereby further modified by adding the following as the fourth sentence of the fifth paragraph:

The recovered RAP binder material shall be graded according to AASHTO R 29 for all samples.

258. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (1) Grading (c) Recycled Asphalt Pavement (RAP), is hereby modified by deleting the number "15" and replacing it with the number "50.0" in the second (last) sentence of the first paragraph.

259. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (3) Fractured Faces, Angularity, subpart a. Coarse Aggregate is hereby modified by deleting the phrase "and usage (depth) in the pavement structure" in the first sentence.

260. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (3) Fractured Faces, Angularity, subpart a. Coarse Aggregate is hereby further modified by deleting the table (retaining the table title), footnote (1), and Note 1 below the first paragraph in their entirety and replacing them with the following:

Traffic (ESALs)	CA1/CA2
<30,000,000	95/90 ⁽¹⁾
≥ 30,000,000	100/100

⁽¹⁾ 95/90 denotes that 95 percent of the coarse aggregate has one fractured face and 90 percent has two or more fractured faces.

261. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (3) Fractured Faces, Angularity, subpart b. Fine Aggregate is hereby modified by deleting the phrase "and usage (depth) in the pavement structure" in the first sentence.

262. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (3) Fractured Faces, Angularity, subpart b. Fine Aggregate is hereby further modified by deleting the table (retaining the table title) and Note 1 below the first paragraph in their entirety and replacing them with the following:

Traffic (ESALs)	Uncompacted Void Content
All	45

263. 704.10 AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (8) Clay Content is hereby modified by deleting the table (retaining the table title) below the first paragraph in its entirety and replacing it with the following:

Traffic (ESALs)	Sand Equivalent
≤ 30,000,000	45
> 30,000,000	50

264. 704.16 DRAINAGE AGGREGATE, part (a), TABLE 704.16A - DRAINAGE AGGREGATE text is hereby corrected by deleting the phrase "0 to 10" from the Percent By Mass (Weight) Passing the Square Mesh Sieves requirement for the 2.36 mm (No. 8) Sieve Designation and replacing it with the phrase "0 to 5".

SECTION 707 - JOINT MATERIALS

265. 707.301 MORTAR, TYPE I, Subsection heading, is hereby corrected by re-designating the Subsection number from "707.301" to "707.01".
266. 707.10 POLYVINYL CHLORIDE (PVC) WATERSTOP, part (a) Physical Properties, TABLE 707.10A - PVC WATERSTOP, ASTM Procedure, is hereby modified by deleting the entries for Tensile Strength, kPa (psi) and Ultimate Elongation, % of "D 412" and replacing them with entries of "D 638 (Type IV)".

SECTION 708 - PAINTS, STAINS, AND TRAFFIC MARKING MATERIALS

267. 708.05 COATINGS FOR WOOD, is hereby modified by adding the following new parts (b) and (c):
- (b) Insecticide/Fungicide. Insecticide/fungicide coatings for interior applications shall be water/glycol-based solutions per the manufacturer's specifications. Acceptable coatings shall be those on the Approved Products List on file with the Agency's Materials and Research Section.
- (c) Fire Retardant. Fire retardant coatings for interior and exterior applications shall be non-toxic, non-hazardous, and water-based solutions passing ASTM E 84/NFPA 255/UL 723 "Standard Test Method for Surface Burning Characteristics of Burning Materials." Acceptable coatings shall be those on the Approved Products List on file with the Agency's Materials and Research Section.

268. 708.08 PAINT FOR PAVEMENT MARKINGS, part (d) Waterborne Traffic Paint, subpart (2) Composition, chart text is hereby corrected by deleting the phrase "25% min." from the Total Volatile Content requirement for both WHITE and YELLOW/GREEN/BLUE paints and replacing it with the phrase "25% max."
269. 708.08 PAINT FOR PAVEMENT MARKINGS, part (d) Methyl-methacrylate Paint, is hereby corrected by being re-designated from part "(d)" to part "(e)".
270. 708.09 GLASS BEADS, part (a) Properties, is hereby modified by adding the following paragraph:

All glass beads shall have a concentration of less than 75 parts per million arsenic and less than 100 parts per million lead as determined by EPA Methods 6010B and 3520.

SECTION 712 - CRIBBING MATERIALS

271. 712.03 TIMBER CRIBBING, part (c) Preservative Treatment, is hereby modified by deleting the phrase "C1, C2, and C14" in the first paragraph.

SECTION 714 - STRUCTURAL STEEL

272. 714.05 HIGH-STRENGTH BOLTS, NUTS, AND WASHERS, is hereby modified by deleting the second and third paragraphs in their entirety and replacing them with the following:

Bolts installed in painted structural components shall be Type 1, shall be provided with appropriate nuts and washers, as required, and the combination of bolt, nut, and washer shall be mechanically galvanized in accordance with AASHTO M 298, Class 50, Type I.

Bolts installed in unpainted weathering steel structural components shall be Type 3 and shall be provided with appropriate nuts and washers, as required.

SECTION 715 - MISCELLANEOUS METALS

273. 715.01 IRON CASTINGS, part (a) General Requirements, is hereby modified by adding the following as the first sentence of the first paragraph:

Castings shall conform to the requirements of AASHTO M 306.

274. 715.01 IRON CASTINGS, part (a) General Requirements, is hereby further modified by adding the following to the third paragraph:

The dimensions of the frames and covers shall substantially conform to the dimensions for cast iron covers and frames as shown in the Contract Documents. The covers shall be flush with the upper surface of the frame when seated. The seatings shall be machined or made quiet by the use of a gasket cushioning insert or supported by a three point triangular suspension. The minimum depth of insertion of the cover into the frame shall be no less than 50 mm (2 inches).

275. 715.01 IRON CASTINGS, part (a) General Requirements, is hereby still further modified by adding the following as the fourth and fifth paragraphs:

As a minimum, the covers and frames shall meet the M-18 (H 20) loading requirements of AASHTO and the proof load requirements of Federal Specification A-A-60005.

Covers shall be identified by the words "STORM SEWER", "WATER", "SEWER", "ELECTRIC", or other as applicable, in raised cast letters as indicated in the Contract Documents or as directed by the Engineer.

276. 715.01 IRON CASTINGS, part (b) Gray Iron Castings, is hereby modified by deleting the phrase "30B, unless otherwise specified" and replacing it with the phrase "35B".

277. 715.01 IRON CASTINGS, part (c) Ductile Iron Castings, is hereby modified by being deleted in its entirety and replaced with the following:

(c) Ductile Iron Castings. Ductile iron castings for frames and covers shall conform to the requirements of ASTM A 536, Grade 80-55-06.

278. 715.01 IRON CASTINGS, part (d) Certification, is hereby modified by deleting the phrase "Type A" and replacing it with the phrase "Type D".

279. 715.05 STAY-IN-PLACE CORRUGATED METAL FORMS (SIPCMF) FOR SUPERSTRUCTURE SLABS, is hereby made a new Subsection of this Section as follows:

280. 715.05 STAY-IN-PLACE CORRUGATED METAL FORMS (SIPCMF) FOR SUPERSTRUCTURE SLABS.

(a) General. Forms and form supports shall be in conformance with ASTM A 653/A 653M, Grades A thru E, Coating Designation G165. Fabrication shall be in conformance with ASTM A 924/A 924M. Prior to the fabrication of forms, the Contractor shall submit to the Engineer certification for conformity of steel and galvanizing to ASTM A 653/A 653M.

(b) Certification. A Type D Certification shall be furnished in accordance with Subsection 700.02.

281. 715.06 METAL ROOFING, is hereby made a new Subsection of this Section as follows:

282. 715.06 METAL ROOFING.

(a) Roofing. Metal roofing shall be baked enamel, double lock standing seam metal roofing, galvanized steel ASTM A 653/A 653M Grade CS G90 coating or aluminum, 24 gauge minimum thickness. As approved by the Engineer, an alternate base coating for steel roofing may be allowed. The installer shall provide certificates of compliance for each specification.

The metal roofing system shall meet UL-580, Class 90 (wind uplift) and ASTM E 1646-95(2003) (water penetration). The installer shall provide certificates of compliance for each specification, or computation of an alternate wind load acceptable to the Engineer.

The Contractor shall provide manufacturer's color samples to the Engineer for approval. The Engineer, in consultation with the owner, will determine which, if any, of the samples are acceptable.

- (b) Trim. The trim shall be of the type and size recommended by the roofing manufacturer(s).
- (c) Fasteners. Fasteners shall be pancake head screws, or other low profile fasteners, with a minimum nominal penetration length of 25 mm (1 inch) into the roof boards. A minimum ultimate pullout strength shall be provided to meet uplift requirements.
- (d) Certification. A Type A Certification shall be furnished in accordance with Subsection 700.02.

SECTION 719 - EPOXY RESIN MATERIALS

- 283. SECTION 719 - EPOXY RESIN MATERIALS, is hereby made a new Section of the Specifications.
- 284. 719.01 THIS SUBSECTION RESERVED
- 285. 719.02 EPOXY BONDING COMPOUND, is hereby made a new Subsection of the Specifications as follows:
- 286. 719.02 EPOXY BONDING COMPOUND. Epoxy bonding compound shall meet the requirements of AASHTO M 235M/M 235 for the type, grade, and class corresponding to the application and temperature range for which it is to be used.

Certification. A Type A Certification will be furnished in accordance with Subsection 700.02(c).

SECTION 720 - GEOTEXTILES

- 287. 720.04 SAMPLING, TESTING, AND ACCEPTANCE REQUIREMENTS, part (d) Minimum Average Roll Value, TABLE 720.04A - VAOT MINIMUM AVERAGE ROLL VALUES FOR GEOTEXTILES (METRIC) and TABLE 720.04A - VAOT MINIMUM AVERAGE ROLL VALUES FOR GEOTEXTILES (ENGLISH) are hereby modified by changing the column heading "Pay Item 649.51 For Silt Fence" to "Pay Items 649.51 and 649.515 For Silt Fence".
- 288. 720.04 SAMPLING, TESTING, AND ACCEPTANCE REQUIREMENTS, part (d) Minimum Average Roll Value, TABLE 720.04A - VAOT MINIMUM AVERAGE ROLL VALUES FOR GEOTEXTILES (ENGLISH), Pay Item 649.31 Under Stone Fill, ≥50%, is hereby corrected by deleting the entries for 1. Grab Tensile Strength (lbs.), 2. Burst Strength (psi), 3. Puncture (lbs.), and 4. Trapezoidal Tear Strength (lbs.) of "315", "510", "110", and "110", respectively, and replacing them with entries of "200", "250", "80", and "80", respectively, and by correcting the description of Geotextile Property 7. by deleting the phrase "(% Strength" and replacing it with the phrase "(% Strength Retained)".
- 289. 720.05 PREFABRICATED CHECK DAM, is hereby modified by deleting the phrase "approved list" and replacing it with the phrase "Approved Products List".

290. 720.06 INLET PROTECTION DEVICE, TYPE II, is hereby modified by deleting the phrase "approved list" and replacing it with the phrase "Approved Products List".
291. 720.07 FILTER BAG, is hereby modified by deleting the phrase "approved list" and replacing it with the phrase "Approved Products List".

SECTION 725 - CONCRETE CURING MATERIALS AND ADMIXTURES

292. 725.01 CONCRETE CURING MATERIALS, part (d) Liquid Membrane-Forming Compounds, is hereby modified by deleting subpart (2) Certification in its entirety.
293. 725.02 CHEMICAL ADMIXTURES, is hereby modified by deleting part (a) General, subpart (3) Certification in its entirety.

SECTION 726 - PROTECTIVE COATINGS AND WATERPROOFING MATERIALS

294. 726.01 TIMBER PRESERVATIVE, is hereby modified by deleting the second sentence of the first paragraph in its entirety and replacing it with the following:

Acceptable preservatives and AWPAs Preservative Standards are as follows:

295. 726.01 TIMBER PRESERVATIVE, is hereby further modified by deleting the second paragraph (beginning with "Glued laminated timber") in its entirety and replacing it with the following:

For wood components, AWPAs Product Use and Commodity Specifications shall be as listed below:

Component	AWPA Use Category	AWPA Commodity Spec.
Sawn Guardrail Post	UCB4	6A
Sawn Bollard, Marker Post, Guide Post, and Fence Post	UC4B	6A
Sawn Sign Post	UC4A	6A
Sawn Structural Lumber and Timber	UC4B	6A
Sawn Nonstructural Lumber	UC4B	6A
Sawn Timber Cribbing	UC4B	6A
Structural Glued Laminated Timber	UC4B	6F
Round Fence Post	UC4B	6B
Round Timber Pole	UC4B	6D

296. 726.01 TIMBER PRESERVATIVE, is hereby still further modified by adding the word "Miscellaneous" after the phrase "AWPA" in the first sentence of the third paragraph.

SECTION 727 - FENCING MATERIALS

297. 727.01 WOVEN WIRE FENCE, part (c) Wood Posts and Braces, is hereby modified by deleting the word "Wood" at the beginning of the first paragraph and replacing it with the phrase "Round wood".

298. 727.01 WOVEN WIRE FENCE, part (c) Wood Posts and Braces, is hereby further modified by deleting the third paragraph in its entirety and replacing it with the following:

If sawn posts are used they shall be rough sawn and conform to the requirements of Subsection 728.01. The nominal dimensions shall be at least 100 mm (4 inches) square and of the length shown on the Plans.

299. 727.02 CHAIN LINK FENCE, part (a) Chain-Link Fabric, is hereby modified by adding the following sentence:

When the Contract Documents specify a 3.76 mm (0.1483 inch) diameter (9 gauge) wire woven into a 25 mm (1 inch) mesh, an aluminum-coated steel conforming to the requirements of AASHTO M 181, Type II will be allowed.

300. 727.03 BARRIER FENCE, is hereby modified by being deleted in its entirety.

301. 727.04 PROJECT DEMARCATION FENCE, is hereby modified by being deleted in its entirety.

SECTION 728 - GUARDRAIL, GUIDE POSTS, AND BARRIERS

302. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby modified by adding the phrase "straight and sound" before the phrase "seasoned Red (Norway) Pine" and by deleting the phrase ", straight, sound, and cut from live timber" in the first sentence of the first paragraph.

303. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby further modified by adding the word "stress" before the phrase "grade requirements" in both the second and third sentences of the first paragraph.

304. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by adding the phrase "and care" before the phrase "of treated material" in the fourth (last) sentence of the first paragraph.

305. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by deleting the word "saturated" and replacing it with the word "treated" in the second sentence of the fifth paragraph.

306. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by deleting the phrase "American Lumber Standards Committee (ALSC) approved grading standards" and replacing it with the phrase "the American Softwood Lumber Standard (ASLS) developed by the American Lumber Standards Committee" in the first sentence of the sixth paragraph.

307. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by deleting the phrase "ALSC" and replacing it with the phrase "ASLS" in the second (last) sentence of the sixth paragraph.

308. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by deleting the seventh paragraph in its entirety.
309. 728.01 POSTS AND POST ACCESSORIES, part (a) Wood Posts and Offset Blocks for Rail, Guardrail, Barriers, and Guide Posts, is hereby still further modified by deleting the phrase "for soil use specified in AWPA Standard C2" and replacing it with the phrase "specified in AWPA Standards" in the first sentence of the tenth paragraph.
310. 728.02 RAIL ELEMENTS, part (f) Certification, is hereby modified by being re-designated from part "(f)" to part "(g)".
311. 728.02 RAIL ELEMENTS, is hereby modified by adding the following new part (f):
- (f) Steel Backed Timber Guardrail. Timber for rail shall have a minimum allowable bending stress of 10 Mpa (1450 psi). Steel rails and splice plates shall conform to AASHTO M 270M/M 270 Grade 345 (Grade 50) steel and shall be galvanized in accordance with AASHTO M 111M/M 111.
312. 728.02 RAIL ELEMENTS, part (g) Certification, is hereby modified by adding the phrase "and steel backed timber guardrail" after the phrase "plank rail" in the second sentence.
313. 728.02 RAIL ELEMENTS, part (g) Certification, is hereby further modified by deleting the phrase "For cable, beam, and box beam rail," in the third (last) sentence and replacing it with the phrase "For beam and box beam rail,".
314. 728.03 HARDWARE, part (e) Certification, is hereby modified by being re-designated from part "(e)" to part "(f)".
315. 728.03 HARDWARE, is hereby modified by adding the following new part (e):
- (e) Hardware for Steel Backed Timber Guardrail. Bolts and lag screws shall conform to ASTM F 568M, Class 4.6 (ASTM A 307 Grade A). Washers shall conform to ASTM F 844. Nuts shall conform to AASHTO M 291M (AASHTO M 291). All fastener hardware shall be galvanized in accordance with AASHTO M 232M/M 232.
316. 728.06 MANUFACTURED TERMINAL SECTIONS, is hereby modified by adding the following as the second paragraph of the Subsection text:
- Unless noted otherwise on the Plans, Manufactured Terminal Sections shall meet as a minimum the requirements of NCHRP 350 for TL-3.
317. 728.07 ENERGY ABSORPTION ATTENUATORS, is hereby made a new Subsection of the Specifications as follows:
318. 728.07 ENERGY ABSORPTION ATTENUATORS. Acceptable stationary Energy Absorption Attenuators permanently incorporated into the work shall be one of the Energy Absorption Attenuators on the Approved Products List on file with the Agency's Materials and Research Section.

SECTION 729 - CURB MATERIALS

319. 729.01 VERTICAL GRANITE CURB, part (b) Finish and Surface Dimensions, fourth paragraph, is hereby modified by deleting the first sentence in its entirety and replacing it with the following:

The top front arris line shall be rounded to a 13 mm (1/2 inch) radius as shown in the Contract Documents.

320. 729.02 GRANITE BRIDGE CURB, part (b) Finish and Surface Dimensions, third paragraph, is hereby modified by deleting the first sentence in its entirety and replacing it with the following:

The top front arris line shall be rounded to a 13 mm (1/2 inch) radius as shown in the Contract Documents.

321. 729.05 BITUMINOUS CONCRETE CURB, part (b) Performance-Graded Asphalt Binder, is hereby modified by deleting the phrase "as directed by the Engineer" and replacing it with the phrase "as specified on the Plans or in the Contract Documents".

322. 729.06 TREATED TIMBER CURB, part (a) Miscellaneous Hardware, is hereby modified by adding the phrase "fasteners," after the phrase "spikes," in the first sentence.

SECTION 731 - BEARING PADS FOR STRUCTURES

323. 731.02 BEARING PADS, is hereby made a new Subsection of the Specifications as follows:

324. 731.02 BEARING PADS. Bearing pads shall be manufactured from all new materials comprised of high quality elastomer with a random distribution of synthetic fibers in proper proportion to maintain strength and stability. The finished product shall withstand a compressive load perpendicular to the plane of laminations of 48.2 MPa (7000 psi). The surface hardness shall have a Shore A Durometer of 80 ± 10 in accordance with ASTM D 2240.

Certification. A Type A Certification shall be furnished in accordance with Subsection 700.02.

325. 731.03 ELASTOMERIC MATERIAL, is hereby modified by deleting the first paragraph in its entirety and replacing it with the following:

Unless otherwise shown in the Plans or specified in the Contract Documents, the elastomeric compound for pot bearings shall be neoprene conforming to AASHTO *LRFD Bridge Design Specifications* Subsection 14.7.4.2.

SECTION 732 - RAILING MATERIALS

326. 732.02 ALUMINUM BRIDGE RAILING, part (b) Stainless Steel Bolts, Nuts, Washers, and Set Screws, is hereby corrected by deleting the phrase "ASTM A 593" and replacing it with the phrase "ASTM F 593" in the first and fourth paragraphs, and by deleting the phrase "ASTM A 594" and replacing it with the phrase "ASTM F 594" in the fourth paragraph.

SECTION 750 - TRAFFIC SIGNS

327. 750.01 SIGN POSTS, part (c) Wood Posts, is hereby modified by deleting the first paragraph in its entirety and replacing it with the following:

Wood posts shall be seasoned, straight, and sound sawn timber comprised of either Oak, Cedar, Spruce, Western Fir, or other approved wood. The posts shall conform to the dimensions shown on the Plans or requirements specified in the Contract Documents.

SECTION 752 - TRAFFIC CONTROL SIGNALS

328. 752.02 STRAIN POLES, part (a) Wood Poles, is hereby modified by deleting the first paragraph in its entirety and replacing it with the following:

Wood poles for span wire mounted signal heads shall be either Douglas Fir or Southern Pine. The poles to be used shall be Class 3 and shall be a minimum of 11 mm (35 feet) in length, unless otherwise specified. Wood poles shall meet the specification requirements of ANSI 05.1 "Piles and Poles, Wood."

329. 752.06 TRAFFIC SIGNAL CONTROLLERS, part (a) General, subpart (1) Controller/Auxiliary Equipment, is hereby modified by deleting the phrase "(April: first Sunday; October: last Sunday)" in the last sentence of the first paragraph.

SECTION 755 - LANDSCAPING MATERIALS

330. 755.10 MULCH MATERIALS, is hereby modified by adding the following new part (g):

(g) Straw Mulch. Straw mulch shall consist of threshed plant residue of oats, wheat, barley, rye, or rice from which the grain has been removed. The material shall be free of noxious weeds, undesirable grasses and plants, and rot or mold, and shall be approved by the Engineer prior to use.

331. 755.11 EROSION MATTING, is hereby modified by being deleted in its entirety and replaced with the following:

332. 755.11 EROSION MATTING.

(a) Temporary Erosion Matting. Temporary erosion matting shall conform to one of the following specifications and corresponding properties found in Table 755.11A.

(1) Mulch Control Netting. A temporary biodegradable rolled erosion control product (RECP) composed of planar woven natural fiber.

- (2) Erosion Control Blanket. A temporary all natural biodegradable rolled erosion control product composed of processed fibers mechanically bound together to form a continuous matrix.
- (b) Permanent Erosion Matting. Permanent erosion matting shall be a long-term non-degradable rolled erosion control product composed of ultraviolet stabilized, non-degradable, synthetic fibers, filaments, nettings, and/or wire mesh processed into three dimensional reinforcement matrices conforming to one of the specifications and corresponding properties found in Table 755.11B.
- (c) Certification. A Type A Certification shall be furnished in accordance with Subsection 700.02 for both temporary and permanent erosion matting.

TABLE 755.11A - STANDARD SPECIFICATION FOR TEMPORARY
ROLLED EROSION CONTROL PRODUCTS
 (For use where natural vegetation will provide
 permanent erosion protection)

Product Description	Material Composition	Longevity (months)	Slope Applications*		Channel Applications*	Minimum Tensile Strength ¹ kN/m(lbs/ft)
			Maximum Gradient (h:v)	C Factor ² _{,5}	Maximum Shear Stress ^{3,4,6} Pa (lbs/ft ²)	
Mulch Control Nets	All natural biodegradable mesh or woven netting.	3	5:1	≤ 0.10	12 (0.25)	0.073 (5)
		12	5:1	≤ 0.10	12 (0.25)	0.073 (5)
		24	5:1	≤ 0.10	12 (0.25)	0.36 (25)
Netless Rolled Erosion Control Blankets	All natural biodegradable fibers mechanically interlocked together to form a continuous matrix.	3	4:1	≤ 0.10	24 (0.5)	0.073 (5)
		12	4:1	≤ 0.10	24 (0.5)	0.073 (5)
Single-net Erosion Control Blankets	All natural processed, biodegradable fibers mechanically bound together by a single net of yarn or twine woven into a continuous matrix.	3	3:1	≤ 0.15	72 (1.5)	0.73 (50)
		12	3:1	≤ 0.15	72 (1.5)	0.73 (50)
Double-net Erosion Control Blankets	All natural processed, biodegradable fibers mechanically bound together between two nets of yarn or twine woven into a continuous matrix.	3	2:1	≤ 0.20	84 (1.75)	1.09 (75)
		12	2:1	≤ 0.20	84 (1.75)	1.09 (75)
		24	1.5:1	≤ 0.25	96 (2.00)	1.45 (100)
		36	1:1	≤ 0.25	108 (2.25)	1.82(125)

Notes:

- * "C" factor and shear stress for mulch control nettings must be obtained with netting used in conjunction with pre-applied mulch material.
- 1 Minimum Average Roll Values, Machine direction using Erosion Control Technology Council (ECTC) Mod. ASTM D 5035.
- 2 "C" Factor calculated as ratio of soil loss from RECP protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot in large-scale testing. These performance test values should be supported by periodic bench scale testing under similar test conditions using ECTC Test Method # 2.
- 3 Required minimum shear stress RECP (unvegetated) can sustain without physical damage or excess erosion (> 12.7 mm (0.5 in) soil loss) during a 30-minute flow event in large-scale testing. These performance test values should be supported by periodic bench scale testing under similar test conditions and failure criteria using ECTC Test Method #3.
- 4 The permissible shear stress levels established for each performance category are based on historical experience with products characterized by Manning's roughness coefficients in the range of 0.01 - 0.05.
- 5 Acceptable large-scale test methods may include ASTM D 6459, ECTC Test Method # 2, or other independent testing deemed acceptable by the Engineer.
- 6 Per the Engineer's discretion. Recommended acceptable large-scale testing protocol may include ASTM D 6460, ECTC Test Method #3 or other independent testing deemed acceptable by the Engineer.

TABLE 755.11B - STANDARD SPECIFICATION FOR PERMANENT
 ROLLED EROSION CONTROL PRODUCTS
 (For applications where vegetation alone will not
 provide sufficient long-term erosion protection)

PERMANENT ¹ - All categories of Turf Reinforcement Mat (TRM) must have a minimum thickness of 6.35 mm(0.25 inches) per ASTM D 6525 and ultraviolet stability of 80% per ASTM D 4355 (500 hours exposure).					
Type	Product Description	Material Composition	Slope Applications	Channel Applications	Minimum Tensile Strength ^{2,3} kN/m(lbs/ft)
			Maximum Gradient (h:v)	Maximum Shear Stress ^{4,5} Pa(lbs/ft ²)	
A	Turf Reinforcement Mat	Non-degradable synthetic fibers, filaments, nets, wire mesh and/or	0.5:1	288 (6.0)	1.82 (125)
B	Turf Reinforcement Mat	other elements, processed into a permanent, three-	0.5:1	384 (8.0)	2.19 (150)
C	Turf Reinforcement Mat	dimensional matrix of sufficient thickness.*	0.5:1	480(10.0)	2.55 (175)

Notes:

- * TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Note: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated.
- 1 For TRMs containing degradable components, all property values must be obtained on the non-degradable portion of the matting alone.
- 2 Minimum Average Roll Values, machine direction only for tensile strength determination using ASTM D 6818 (Supersedes Mod. ASTM D 5035 for RECPs).
- 3 Field conditions with high loading and/or high survivability requirements may warrant the use of a TRM with a tensile strength of 44 kN/m(3,000 lb/ft) or greater.
- 4 Required minimum shear stress TRM (fully vegetated) can sustain without physical damage or excess erosion [>12.7 mm (0.5 in.) soil loss] during a 30-minute flow event in large scale testing. These performance test values should be supported by periodic bench scale testing under similar test conditions and failure criteria using ECTC Test Method #3.
- 5 Acceptable large-scale testing protocol may include ASTM D 6460, ECTC Test Method #3, or other independent testing deemed acceptable by the Engineer.

SECTION 780 - CONCRETE REPAIR MATERIALS

333. 780.03 RAPID SETTING CONCRETE REPAIR MATERIAL, part (b) Time of Setting, is hereby corrected by deleting the second sentence in its entirety.

EE. VTrans Materials & Research Documentation & Submittal Forms

TA 556 (Approved Products List)

State of Vermont

WAITSFIELD STP BIKE (24)S

PROJECT MATERIALS ACCEPTANCE REPORT

Project Name:

Project Number:

The following materials, covered by the Agency's "Approved Products List", were inspected and authorized for use on the above project.

Project
Line No.

Item No. & Name:

Product Name:

Quantity:

Manufacturer/Supplier:

Additional Information:

Date: _____

Submitted by:

Resident Engineer

cc: Original Document
Project file

Project Items Requiring Certification

04-Aug-11

Contractor:

Contract ID **BIKE24**

Resident: **Bill Preis**

Project: **Waitsfield**

STP BIKE(24)

Pay item	Material	Quantity bid	Lab Report Number	Date
406.25	Bituminous Concrete Pavement	20 Ton		
601.0915	18" CPEP	80 LF		
604.20	Precast Reinforced Concrete CB with Cast Iron Grate	4 EA		
604.40	Changing Elev. of DI, CB, or MH	20 EA		
604.48	Cast Iron Grate with Frame, Type E	20 EA		
618.30	DETECTABLE WARNING SURFACE	23 SY		
621.30	Box Beam Guard Rail	200 LF		
646.214	White Line 6"	14000 LF		
646.30	Letter or Symbol	10 EA		
646.31	Crosswalk Marking w/Diagonal Line	100 LF		
651.15	Seed	500 LB		
651.18	Fertilizer	500 LB		
651.20	Agricultural Limestone	2 TON		
656.30	Deciduous Trees	17 EA		
675.20	Traffic Signs, Type A	15 SF		

1

**Vermont Agency of Transportation
Materials & Research Laboratory
Materials Record**

Resident Engineer:
Contractor:

Project: Waitsfield STP BIKE(24)S
Level 3

Item	Pay Item	Material No. / Tests	Contract Quantity	Sample Freq.	Samples Required							
Granular Backfill for Structures	204.30	703.04	150 CY									
		Gradation		1/Proj	1							
		204.08										
		Moisture		1/Proj	1							
		Density		1/Proj	1							
Subbase of Crushed Gravel, Fine	301.26	704.05	650 CY									
		Gradation		1/Proj	1							
		Fractured Faces		1/Proj	1							
		Percent of Wear		1/Proj	1							
		301.06										
		Moisture-Density		1/Proj	1							
		Moisture		1/Proj	1							
		Density		1/Proj	1							
6" White Line	646.214	708.08d	14000 Lf	1 per Batch								
Crosswalk Marking	646.31	708.08d	100 Lf	1 per Batch								
Letter or Symbol	646.30	708.08d	10 Ea	1 per Batch								

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "D" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Bituminous Concrete Pavement**

IN THE QUANTITY OF: **20 Ton**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS **406.25**: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "D" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **18" CPEP**

IN THE QUANTITY OF: **80 LF**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 601.0915: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Precast Reinforced Concrete CB with Cast Iron Grate**

IN THE QUANTITY OF: **4 EA**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 604.20: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Changing Elev. of DI, CB, or MH**

IN THE QUANTITY OF: **20 EA**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 604.40; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Cast Iron Grate with Frame, Type E**

IN THE QUANTITY OF: **20 EA**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS **604.48**: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **DETECTABLE WARNING SURFACE**

IN THE QUANTITY OF: **23 SY**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 618.30; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "D" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Box Beam Guard Rail**

IN THE QUANTITY OF: **200 LF**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 621.30: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **White Line 6"**

IN THE QUANTITY OF: **14000 LF**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 646.214; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Crosswalk Marking w/Diagonal Line**

IN THE QUANTITY OF: **100 LF**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 646.31: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Letter or Symbol**

IN THE QUANTITY OF: **10 EA**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 646.30; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Seed**

IN THE QUANTITY OF: **500 LB**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 651.15: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Fertilizer**

IN THE QUANTITY OF: **500 LB**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS **651.18**: AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20___

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Agricultural Limestone**

IN THE QUANTITY OF: **2 TON**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS **651.20**; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:
Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Deciduous Trees**

IN THE QUANTITY OF: **17 EA**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 656.30; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

**VERMONT AGENCY OF TRANSPORTATION
MATERIALS & RESEARCH SECTION
CERTIFICATION & INDEPENDENT ASSURANCE UNIT**

TYPE "A" RECORD OF CERTIFICATION FROM MANUFACTURER

NAME OF MANUFACTURER:

ADDRESS:

WE HEREBY CERTIFY: **Traffic Signs, Type A**

IN THE QUANTITY OF: **15 SF**

FURNISHED BY:

(Contractor or Supplier)

FOR USE ON: **Waitsfield STP BIKE(24)**

IDENTIFIED BY:

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 1990/1995/2001 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE STATED CONTRACT FOR ITEM OR ITEMS LISTED AS FOLLOWS 675.20; AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

Subscribed and sworn to before me

By:

Signature of Authorized Representative

this ___ day of _____ 20__

Name (Type or Print)

Notary Public

Title:

Commission Expiring on _____

Company Status or Affiliation

CERTIFICATIONS FOR MATERIALS REQUIRING A TYPE "C" OR "D" CERTIFICATION, WHEN SPECIFIED BY CONTRACT PROVISIONS, MUST BE ACCOMPANIED BY MILL TEST REPORTS SHOWING CHEMICAL AND PHYSICAL ANALYSES.

THIS CERTIFICATION IS TO BE COMPLETED BY THE MANUFACTURER OF THE MATERIALS AND NOT BY THE SUPPLIER OR DEALER. THIS CERTIFICATION IS TO BE SENT TO:

FF. Vermont Agency of Transportation Prompt Pay Compliance Info

Vermont Agency of Transportation

Prompt Pay Compliance Information

Vermont Agency of Transportation Prompt Pay Compliance Information

In order to meet all federal and state prompt payment requirements, the Vermont Agency of Transportation (VTrans) has developed a comprehensive plan for providing educational outreach, monitoring and enforcement on all VTrans contracts.

Applicable Statutes and Regulations:

- **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 (as revised in 1999) require monitoring and enforcement by State DOTs:** United States Department of Transportation Regulations, Section 26.37 of 49 CFR Part 26 requires VTrans 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.**

All VTrans Contracts Require Monthly Reporting:

- **Type and Form of Information Required from Prime Contractors:** To enable VTrans to monitor compliance with the prompt payment requirements, on all contracts, our prime contractors are contractually required to submit certain documentation on a monthly basis to the VTrans Office of Civil Rights. Specifically, **prime contractors must submit by the 10th day of each month a list of all payments to all subcontractors during the preceding month.** For each payment, the **required information** includes:
 - The project name and number
 - The subcontractor
 - The date and amount paid
- **Electronic reporting format:** For convenience and efficiency, all required information can be submitted online, at a secure site, using a contractor password and PIN (Personal Identification Number). Instructions and the reporting form are available at <http://www.aot.state.vt.us/dbe/login.asp>

- **Alternate reporting format:** Contractors without access to the internet may obtain and submit manual reports to the VTrans Office of Civil Rights. Forms and information can be requested by calling: (802) 828-2715.

Enforcement:

- **Sanctions for Noncompliance:** Any payments made to subcontractors more than seven days after receipt of a corresponding progress payment by VTrans to the Contractor, or seven days after receipt of the subcontractor's invoice, whichever is later, is a violation of contract and state and federal law.
 - **Interest Penalties:** In accordance with 9 V. S. A. Section 4003 and 12 V. S. A. Section 2903, **interest accrues on the unpaid balance at the statutory rate of 12 percent per year.**
 - **Progressive Enforcement:** Any late payments or other violations should be reported to the VTrans Office of Civil Rights, DBE Program Manager, Colleen Montague, at: colleen.montague@state.vt.us, or (802) 828-2715.
 - A prompt investigation of all allegations of noncompliance will be initiated. Failure to promptly resolve all disputes may result in a complaint made to the VTrans Pre-qualification Committee. In this event, **failure to comply may result in suspension, reduction or revocation of the contractor's pre-qualification rating.**
 - **Claims Procedure:** Subcontractors may be protected by the surety bond required of all prime contractors, if they comply with all statutory requirements of 19 V. S. A. Section 10(9). **In order to obtain the protection of the statute, claims must be filed within 90 days after acceptance of the project and must be notarized.** In addition to the statutory remedy, VTrans is authorized, but not required, to withhold payment to a contractor until any claim of any type is settled to the satisfaction of the subcontractor, pursuant to the Standard Specifications for Construction which are incorporated in all construction contracts. (See Sections 107.16, 109.03 and 109.08). **Claim forms can be obtained by contacting the VTrans Financial Operations Section or the VTrans Construction Section.**

For More Information and Assistance:

- For additional information and useful links on prompt payment requirements, please visit the VTrans DBE website at: <http://www.aot.state.vt.us/CivilRights/dbe.htm>
- Please contact the VTrans DBE Program Manager, Colleen Montague, with any additional questions and comments, as follows:

**Colleen Montague, Office of Civil Rights,
Vermont Agency of Transportation, National Life Building - Drawer 33, Montpelier, VT 05633-5001;
Telephone: (802) 828-2715 or (800) 356-1965; Fax: (802) 828-1047;
e-mail: colleen.montague@state.vt.us.**