

PROJECT INFORMATION

Proj. Name and Number: LYNDON TAP TA23(20) Sanborn Covered Br.

EA No.: TA23020 PPMS: 23F088

Project Manager: Scott Robertson

Program: Municipal Assistance Phase: Final

District: District 7 If Multiple Districts Specify

Traffic Signal: No Precast Elements: No

DOCUMENTS FOR REVIEW AND FILES LOCATION

PLANS FILE LOCATION : Z:\Highways\MUN\LCL\LTF Projects\Lyndon TAP TA 23(20) 23F088\8. Final Plans

ESTIMATE FILE LOCATION : Z:\Highways\MUN\LCL\LTF Projects\Lyndon TAP TA 23(20) 23F088\8. Final Plans

Other FILE LOCATION : Z:\Highways\MUN\LCL\LTF Projects\Lyndon TAP TA 23(20) 23F088\8. Final Plans

FILE LOCATION :

FILE LOCATION :

TIME LINES

SUBMITTED: 01-08-2026

DEADLINE: 01-29-2026

COMPLETED:

INVITEES FOR REVIEW

<input checked="" type="checkbox"/> MOB Districts	<input checked="" type="checkbox"/> PDB Right-of-Way	<input checked="" type="checkbox"/> PDB Environmental Section	<input type="checkbox"/> CMB Geotechnical Engineering Section	<input type="checkbox"/> FHWA	<input type="checkbox"/> PPAID Permitting Services
				Include on all PoDI and WCRS Projects	
	<input checked="" type="checkbox"/> PDB Structural Section	<input checked="" type="checkbox"/> PDB Hydraulics Section	<input type="checkbox"/> AMP Budget and Programming		<input checked="" type="checkbox"/> Regional Planners
Operations and Safety Bureau			Include on all reviews that include bridges within the Project Limits	<input type="checkbox"/> Rail Bureau	
Included in all projects	<input type="checkbox"/> PDB Survey Section			<input type="checkbox"/> VRS <input type="checkbox"/> Aviation	
<input checked="" type="checkbox"/> Support Services Bureau	<input checked="" type="checkbox"/> PDB Utility Section	<input checked="" type="checkbox"/> CMB Construction Section	<input type="checkbox"/> AMP NBIS Inspections and Budget		
			Include on all reviews that include bridges within the Project Limits	<input type="checkbox"/> Civil Rights	
<input checked="" type="checkbox"/> MAB Bicycle and Pedestrian Program Unit	<input type="checkbox"/> PDB Highway Safety & Design	<input type="checkbox"/> CMB Materials Testing and Certification Section	<input type="checkbox"/> AMP Rumble Stripes		
			See Notes at the bottom of this sheet.	<input type="checkbox"/> Policy and Planning Bureau	
					Scott Gurley Ande Deforge
					Others:

Review Focus Notes:

Print Form

Clear Form

Submit by Email

Online Shared Review

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON, VERMONT

SANBORN (CENTRE) COVERED BRIDGE REHABILITATION

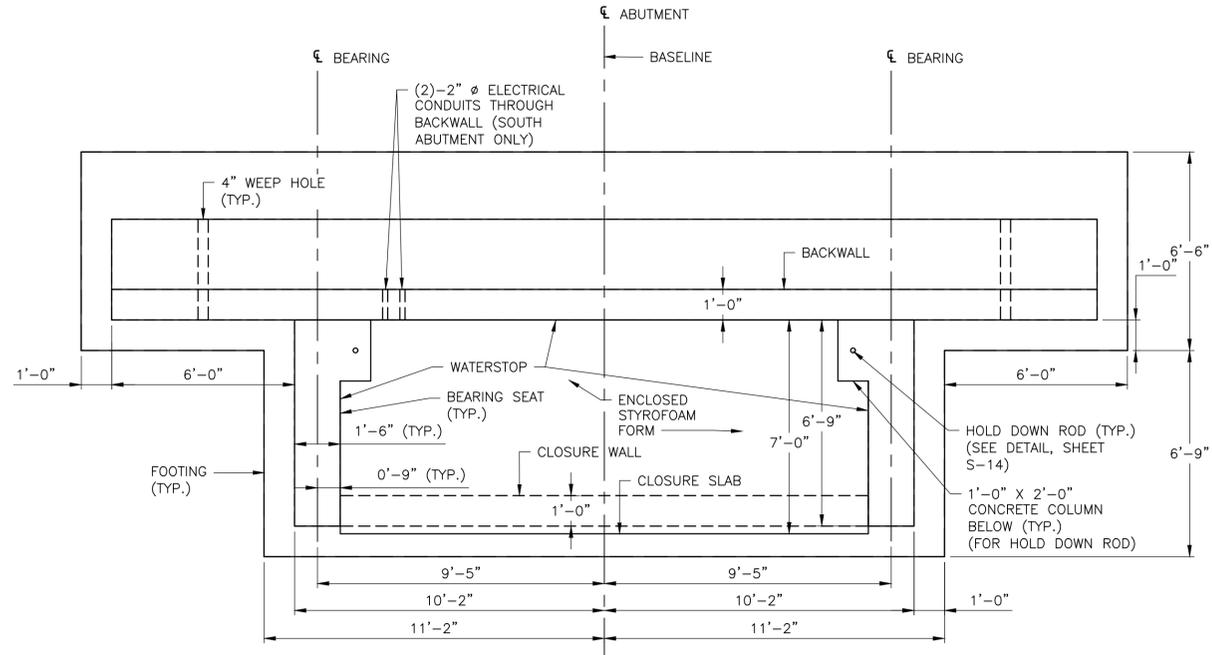
SHEET TITLE

ABUTMENT PLAN AND SECTIONS

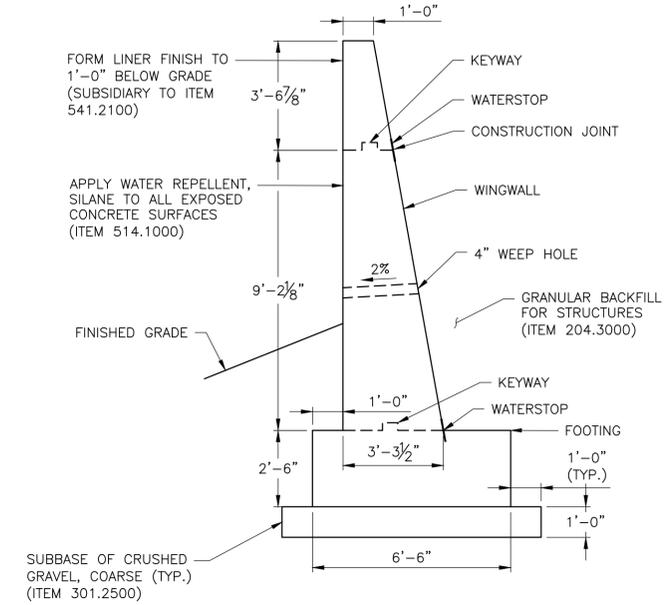
DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE #

SHEET NUMBER

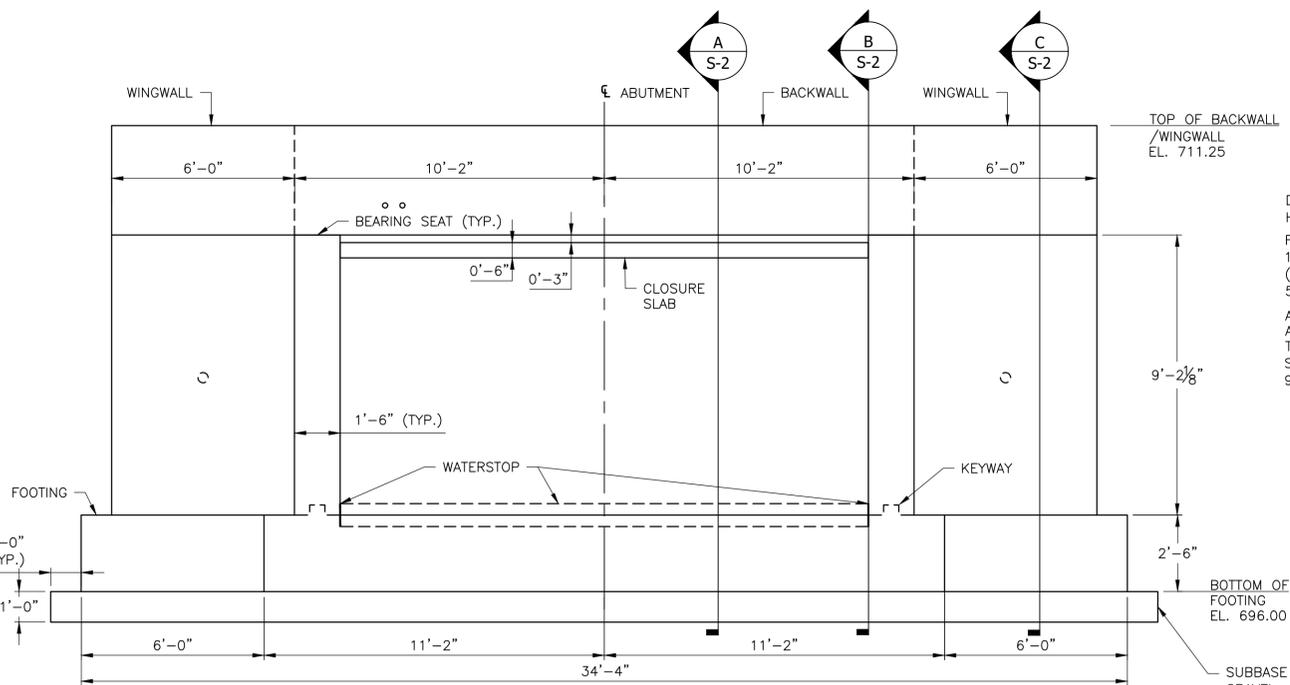
S-2



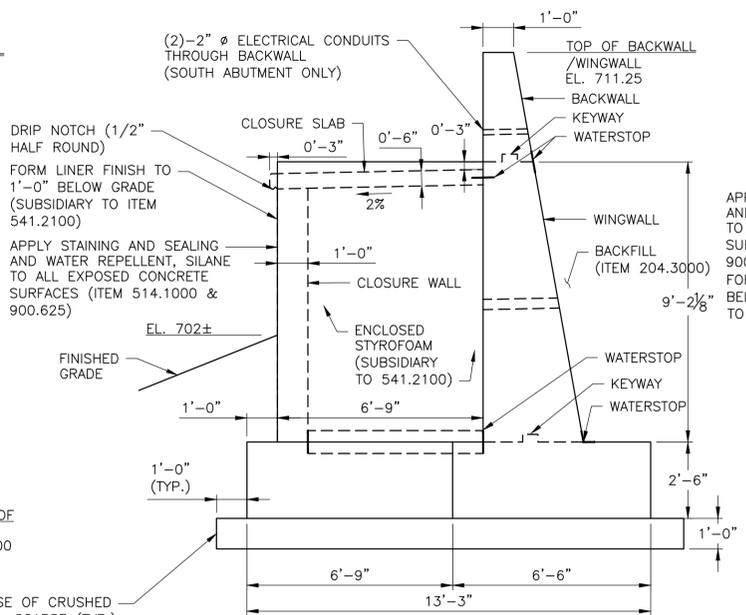
NORTH AND SOUTH ABUTMENT PLAN



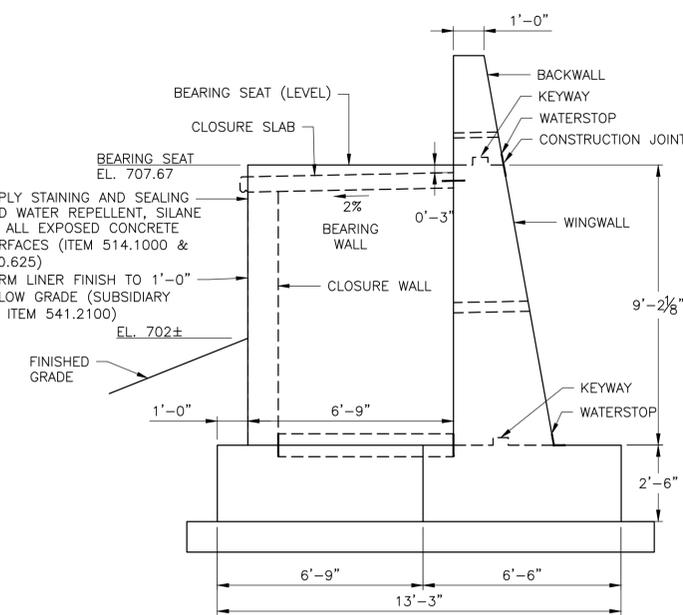
(C) TYPICAL WINGWALL SECTION



NORTH AND SOUTH ABUTMENT ELEVATION



(A) NORTH AND SOUTH ABUTMENT SECTION @ CLOSURE WALL/CLOSURE SLAB



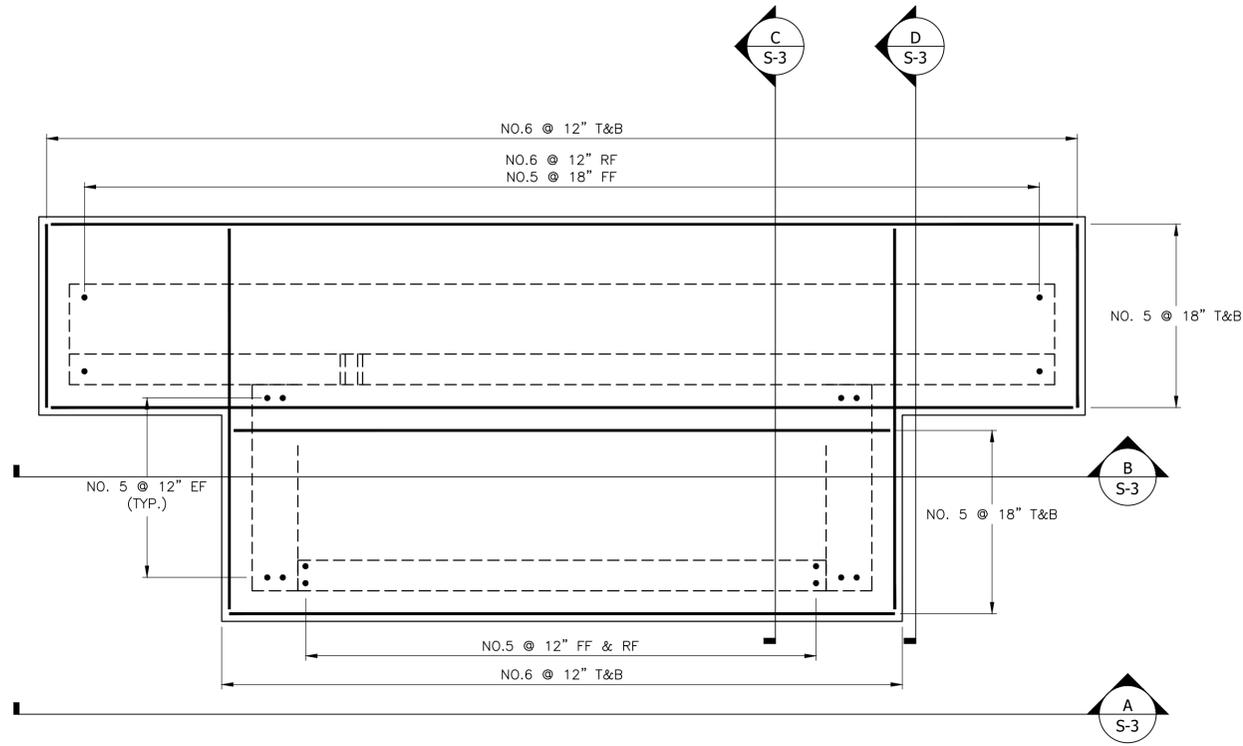
(B) NORTH AND SOUTH ABUTMENT SECTION @ BEARING SEAT

PLAN NOTE:

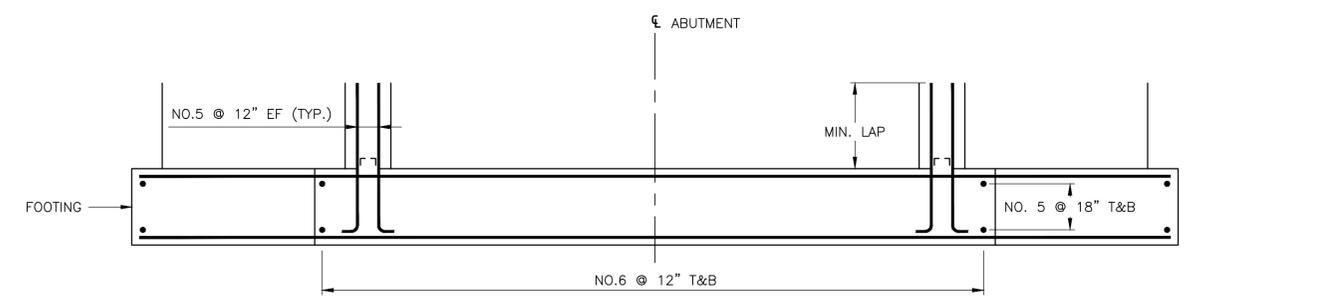
- SEE SHEET C-0.2 FOR CONCRETE NOTES AND REINFORCING STEEL NOTES.



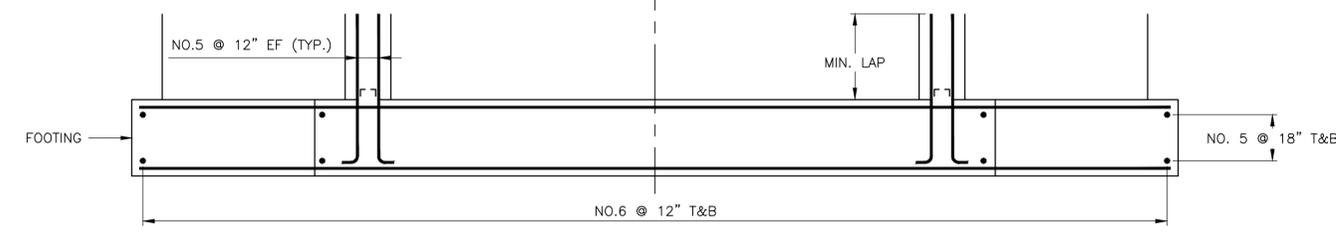
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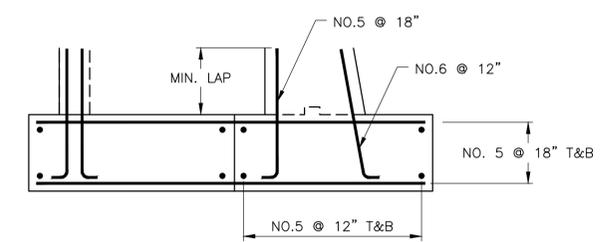
**NORTH AND SOUTH FOOTING
PLAN**



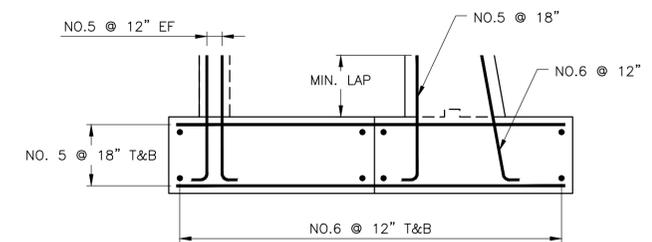
A FOOTING SECTION



B FOOTING SECTION



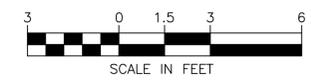
D FOOTING SECTION



C FOOTING SECTION

PLAN NOTES:

- SEE SHEET C-0.2 FOR CONCRETE NOTES AND REINFORCING STEEL NOTES.



NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE

FOOTING
REINFORCEMENT
DETAILS

DRAWN BY SANZ	DATE JAN 2026
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PROJ. ENG. RHD	D&K ARCHIVE #

SHEET NUMBER

S-3

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

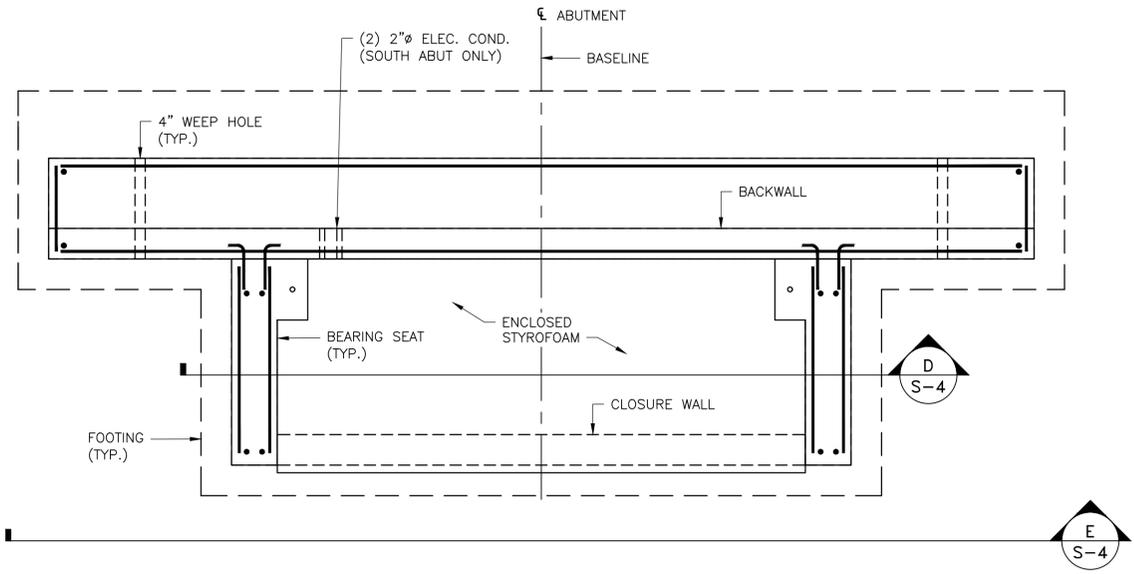
SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE
**ABUTMENT AND
MISCELLANEOUS
REINFORCEMENT
DETAILS**

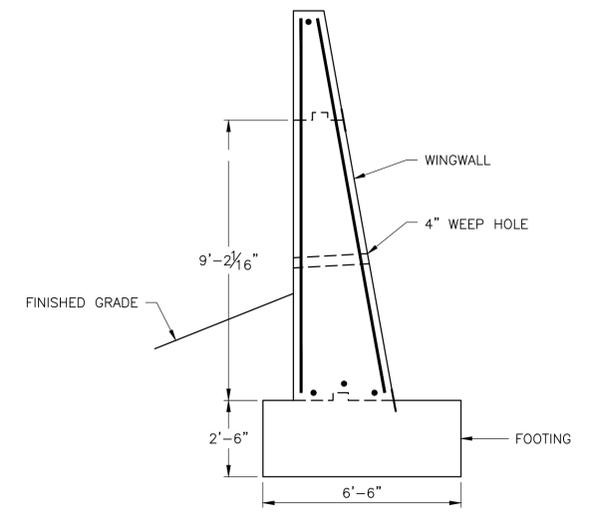
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CHECKED BY RHD	DB&K PROJECT # 628829
PROJ. ENG. RHD	DB&K ARCHIVE #

SHEET NUMBER

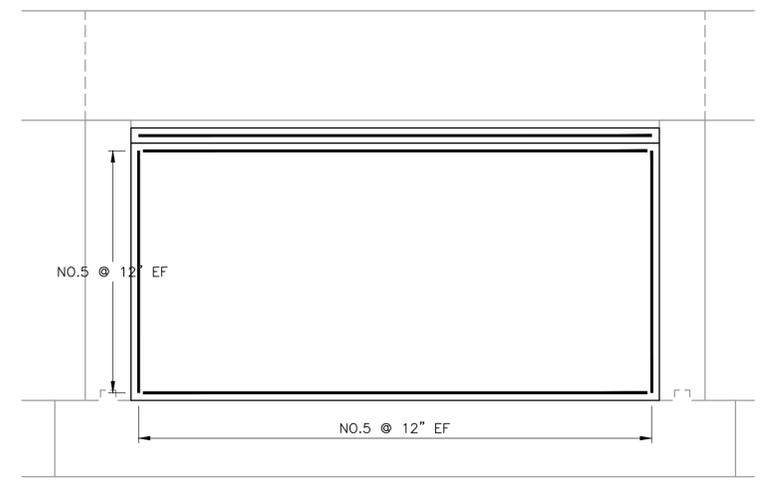
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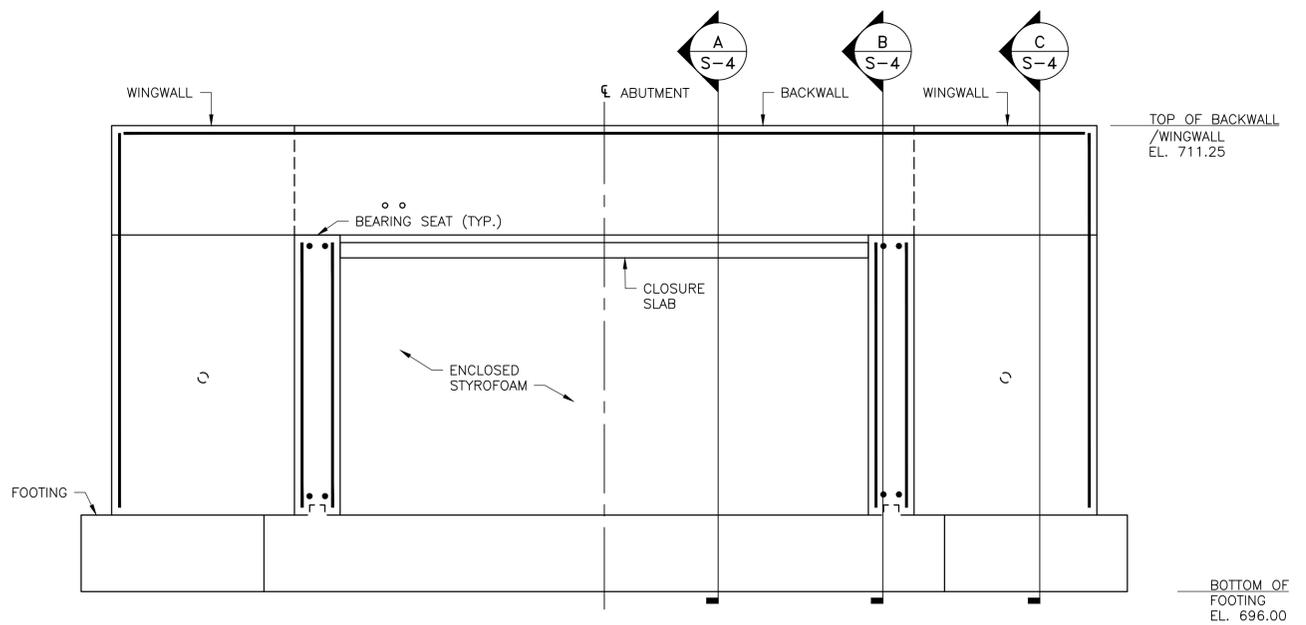
NORTH AND SOUTH ABUTMENT REINFORCEMENT



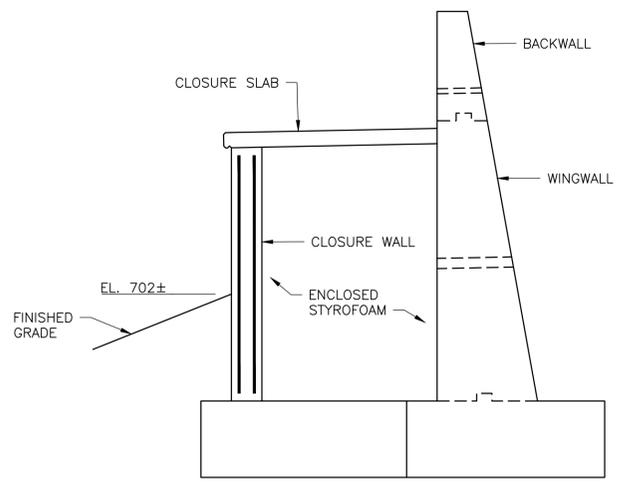
TYPICAL WINGWALL REINFORCEMENT



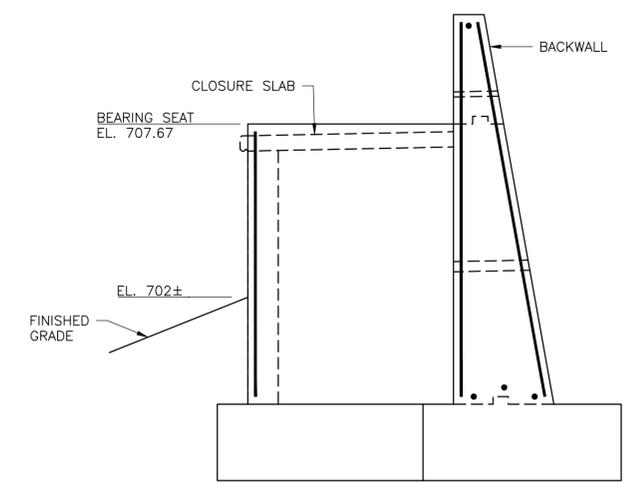
NORTH AND SOUTH CLOSURE REINFORCEMENT



NORTH AND SOUTH ABUTMENT REINFORCEMENT SECTION



NORTH AND SOUTH ABUTMENT SECTION CLOSURE WALL/CLOSURE SLAB REINFORCEMENT



NORTH AND SOUTH ABUTMENT SECTION BEARING SEAT REINFORCEMENT

PLAN NOTES:

- SEE SHEET C-0.2 FOR CONCRETE NOTES AND REINFORCING STEEL NOTES.



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**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

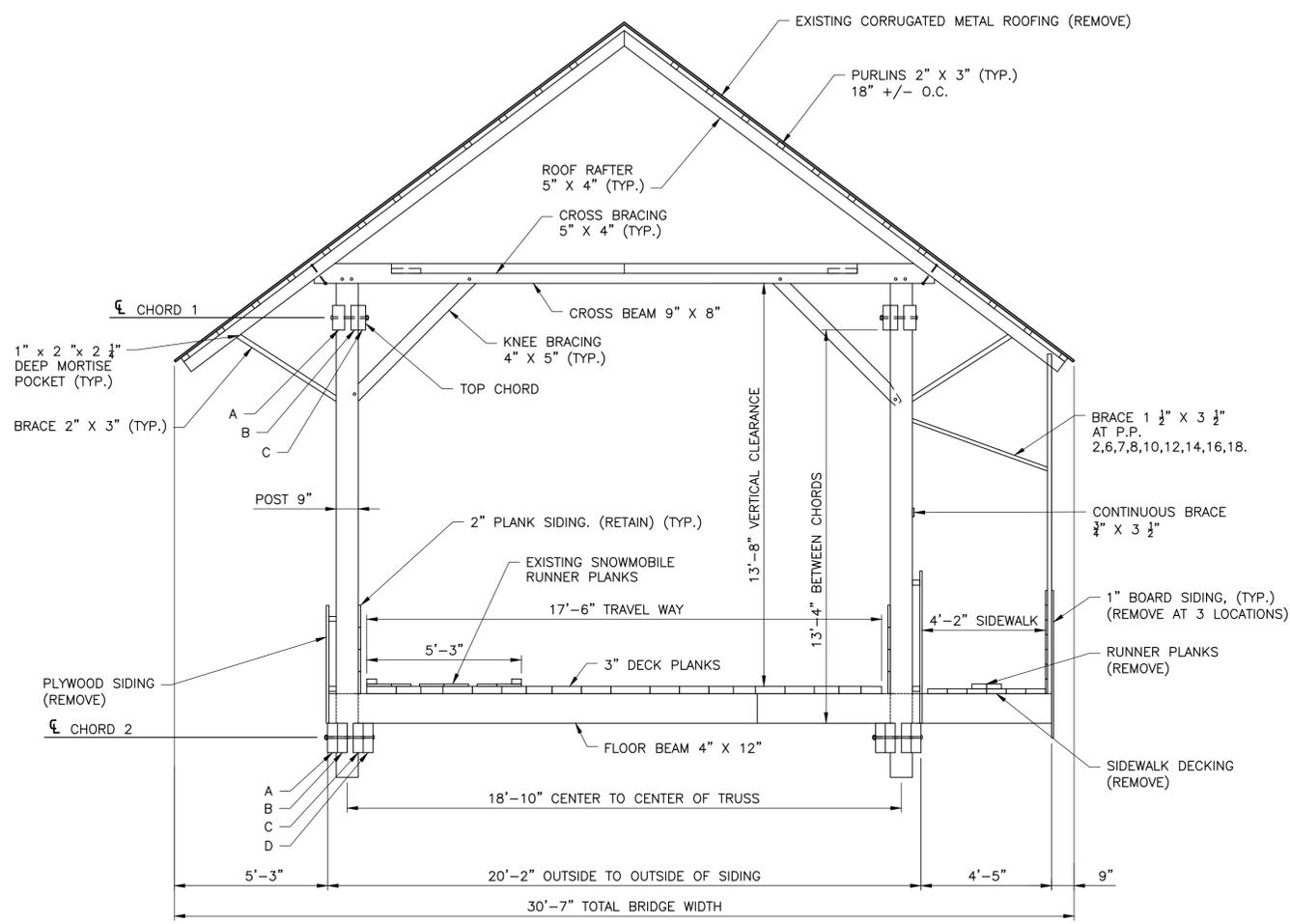
SHEET TITLE

EXISTING AND
PROPOSED
BRIDGE
SECTIONS

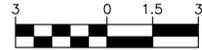
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PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

S-5

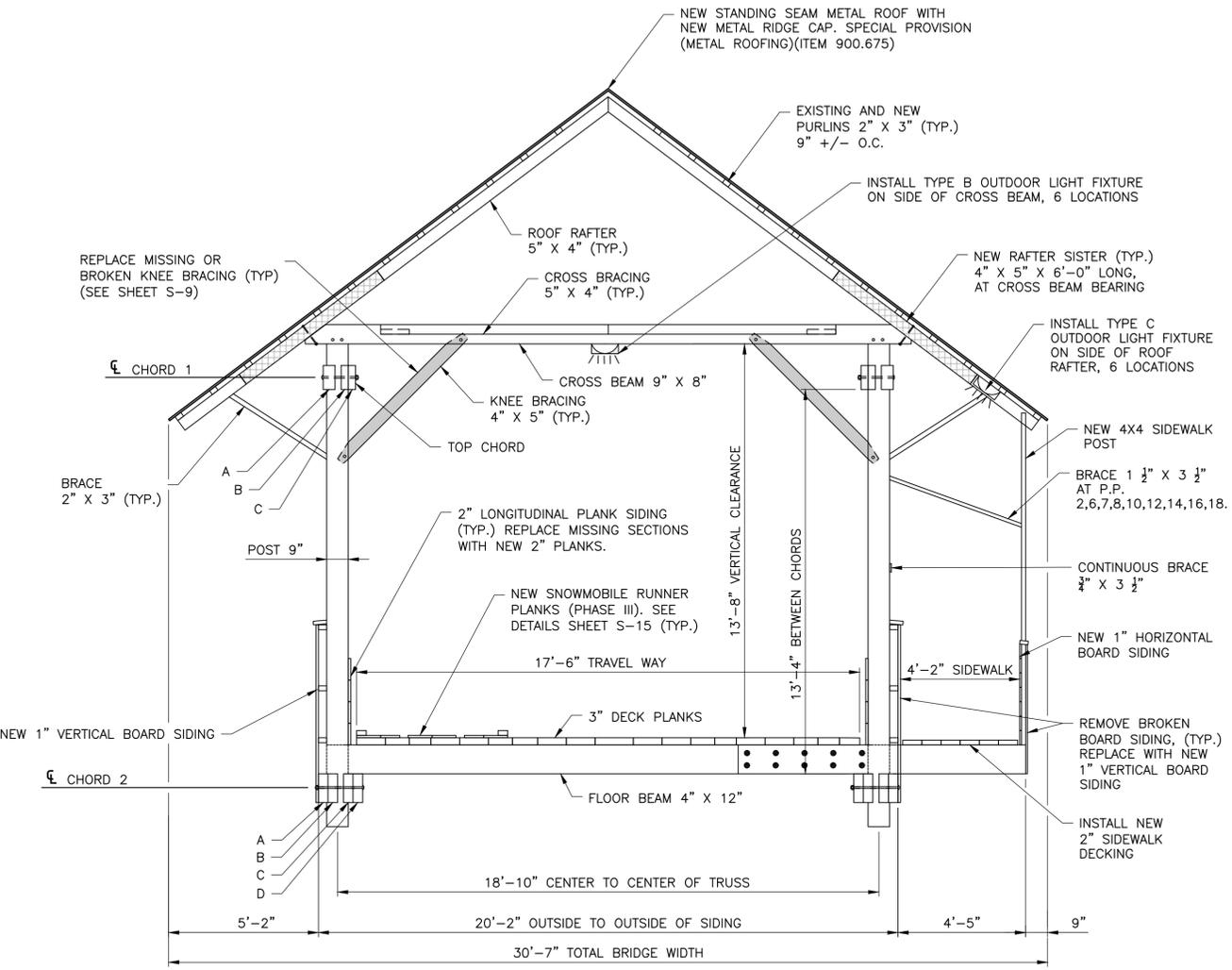


BRIDGE SECTION (EXISTING)

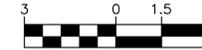


SCALE IN FEET

EXISTING DECK ELEVATION @ ϕ
SOUTH ABUTMENT 707.35
NORTH ABUTMENT 707.01



BRIDGE SECTION (PROPOSED)

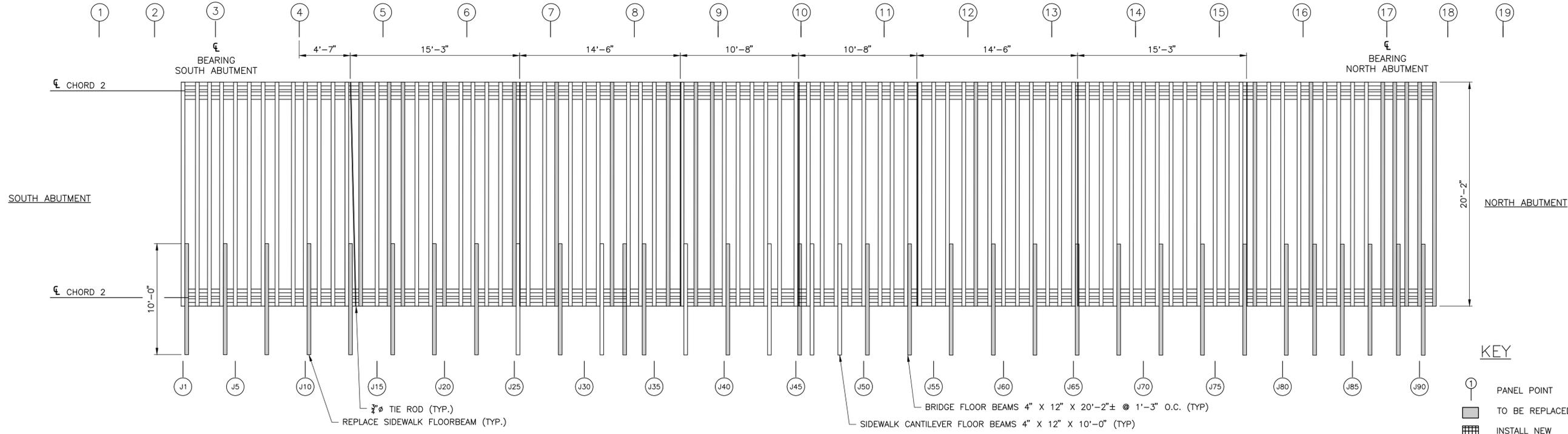
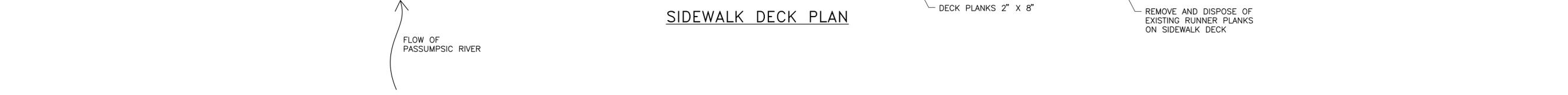
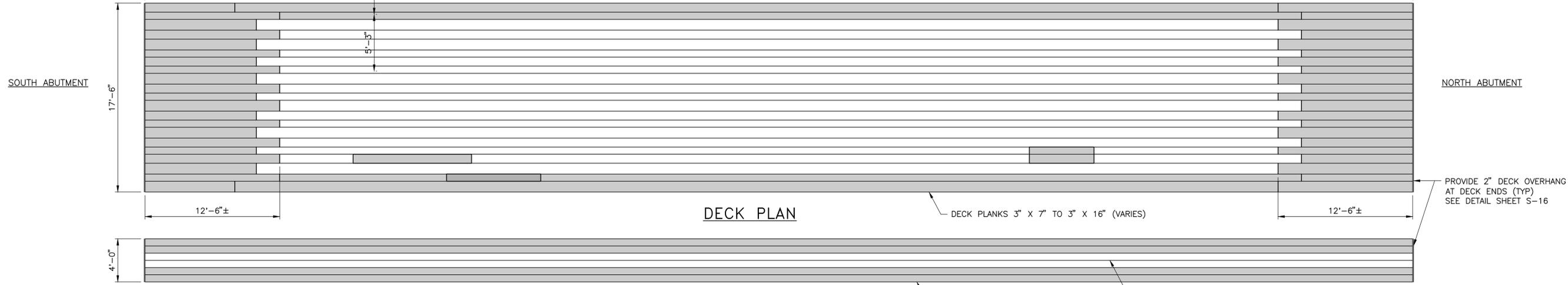
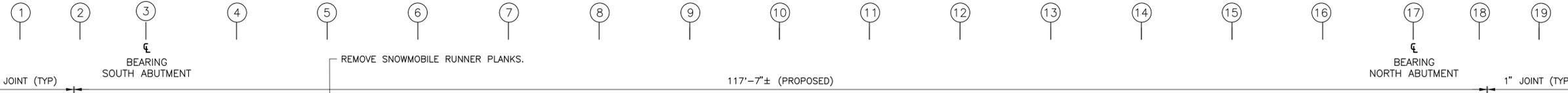


SCALE IN FEET

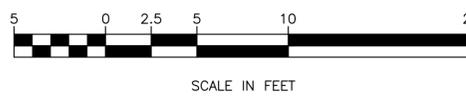
PROPOSED DECK ELEVATION @ ϕ
SOUTH ABUTMENT X
NORTH ABUTMENT X

KEY

- ϕ PANEL POINT
- TO BE REPLACED
- INSTALL NEW
- (S.J) SCARF JOINT
- (U.O.N.) UNLESS OTHERWISE NOTED



EXISTING FLOOR FRAMING PLAN



- KEY**
- ① PANEL POINT
 - TO BE REPLACED
 - ▣ INSTALL NEW
 - (S,J) SCARF JOINT
 - (U.O.N.) UNLESS OTHERWISE NOTED
 - Ⓜ FLOORBEAM JOIST NUMBER

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 28 NORTH MAIN ST.
 RANDOLPH, VT 05060
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 PROFESSIONAL SEAL

NOT FOR CONSTRUCTION PRELIMINARY PLANS

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON, VERMONT

SANBORN (CENTRE) COVERED BRIDGE REHABILITATION

SHEET TITLE
 EXISTING DECK FRAMING PLAN

DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

S-6

SHEET 10 OF 24

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**NOT FOR
 CONSTRUCTION
 PRELIMINARY
 PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
 VERMONT

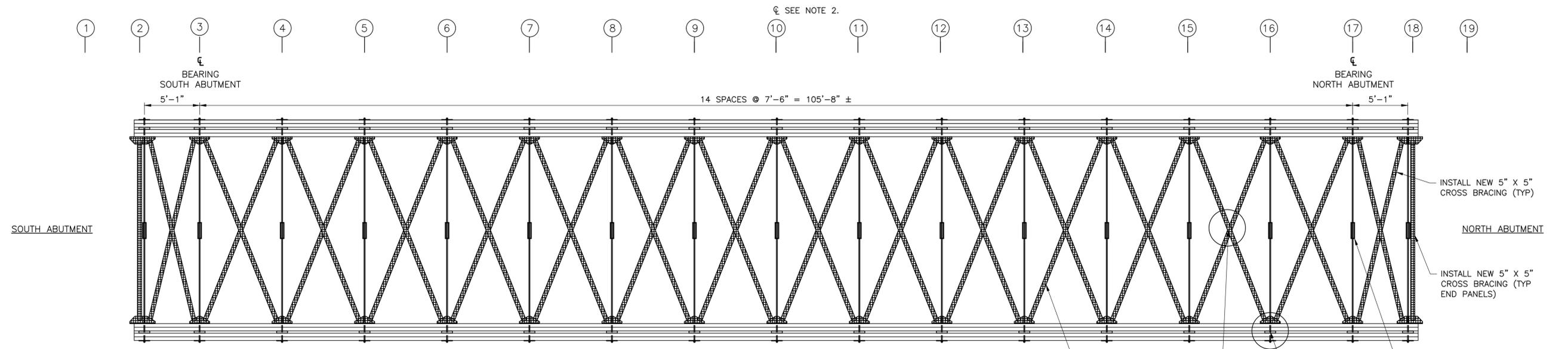
SANBORN
 (CENTRE)
 COVERED BRIDGE
 REHABILITATION

SHEET TITLE
 LOWER LATERAL BRACING PLAN
 AND DETAILS

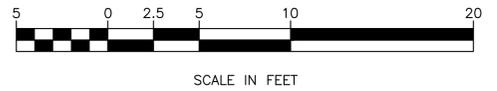
DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

S-7



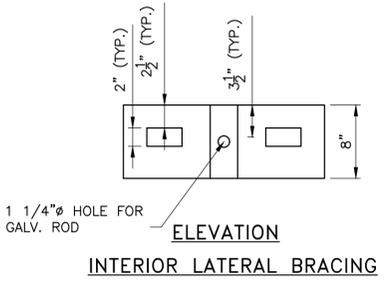
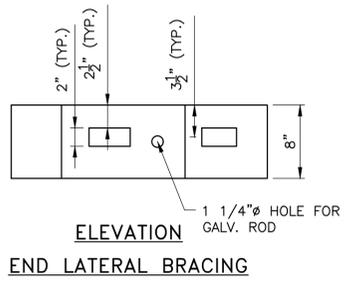
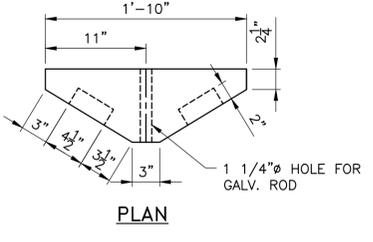
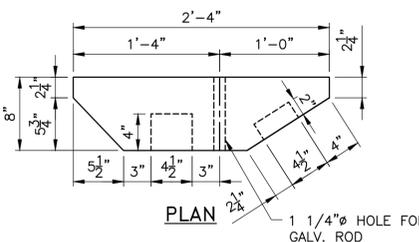
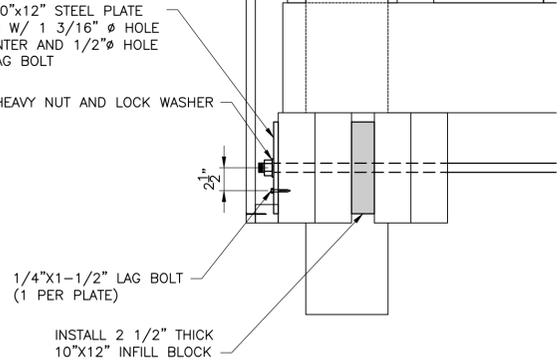
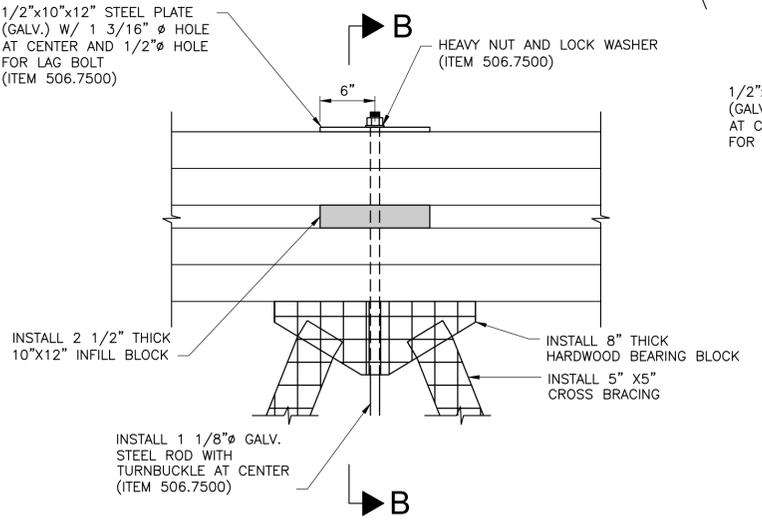
PROPOSED LOWER LATERAL BRACING PLAN



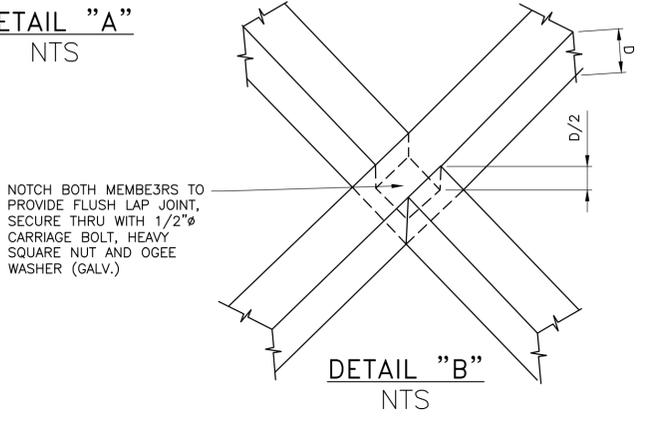
SECURE ALL CROSS BRACING TO BOTTOM OF FLOOR BEAMS WITH 1/2" Ø X 12" LONG LAG BOLTS AND OEGE WASHERS (GALV.) (TYP.) TWO (2) LAG BOLTS PER BRACE. ADD BLOCKING BETWEEN BRACING AND BOTTOM OF THE FLOOR BEAM LOCATIONS.

KEY

- ① PANEL POINT
- TO BE REPLACED
- ▨ INSTALL NEW
- (SJ) SCARF JOINT
- (U.O.N.) UNLESS OTHERWISE NOTED



**BEARING BLOCK DETAIL
 NTS**



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CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE

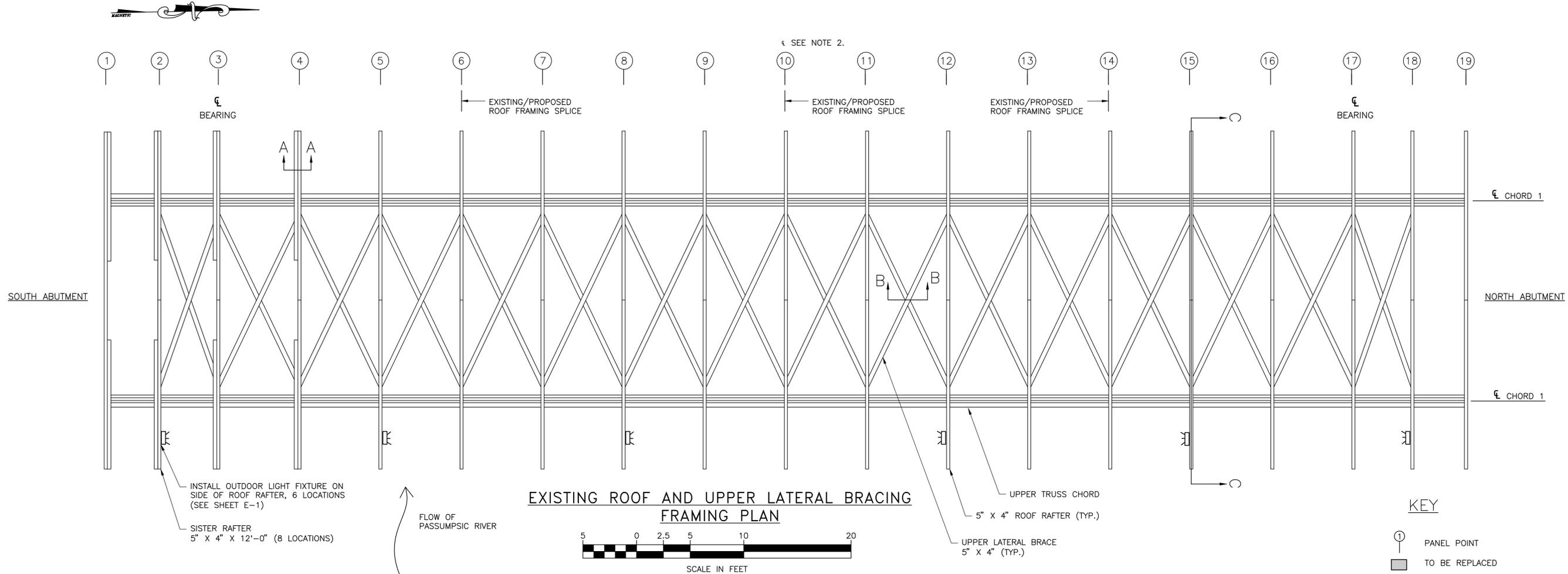
EXISTING ROOF
FRAMING PLAN

DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

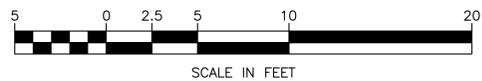
SHEET NUMBER

S-8

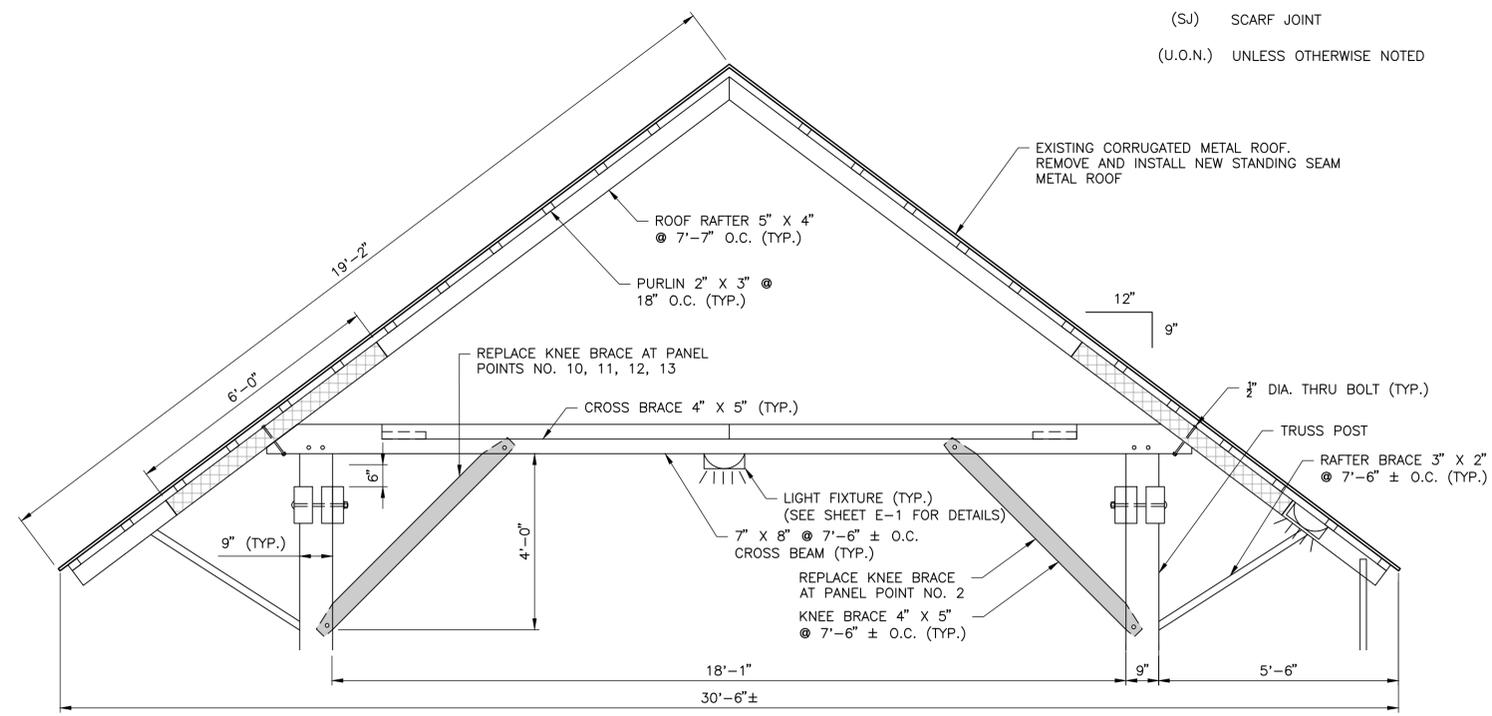
SHEET 12 OF 24



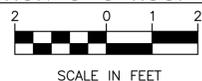
**EXISTING ROOF AND UPPER LATERAL BRACING
FRAMING PLAN**



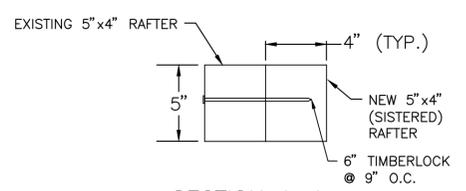
- KEY**
- ① PANEL POINT
 - TO BE REPLACED
 - ▨ INSTALL NEW
 - (S) SCARF JOINT
 - (U.O.N.) UNLESS OTHERWISE NOTED



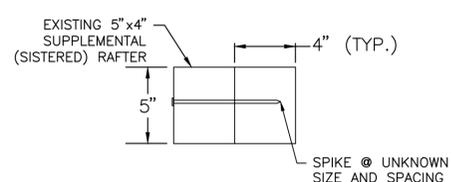
SECTION C-C ROOF FRAMING



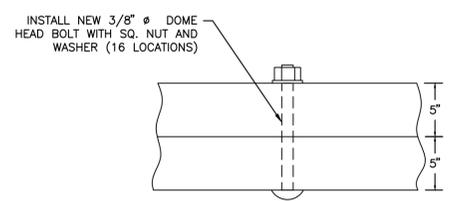
- PLAN NOTES:**
- RACK IN TRUSS CHORDS #1 LIMITED TO 2" ± AT TOP OF POST, PANEL POINT 2 TO 18.
 - SWEEP IN TRUSS CHORDS #1 LIMITED TO 2" ± AT PANEL POINT 10.



**SECTION A-A
NEW SISTERED RAFTER**



**SECTION A-A
EXISTING SISTERED RAFTER**



**SECTION B-B
LATERAL BRACING
CONNECTION**

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**NOT FOR
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 PRELIMINARY
 PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
 VERMONT

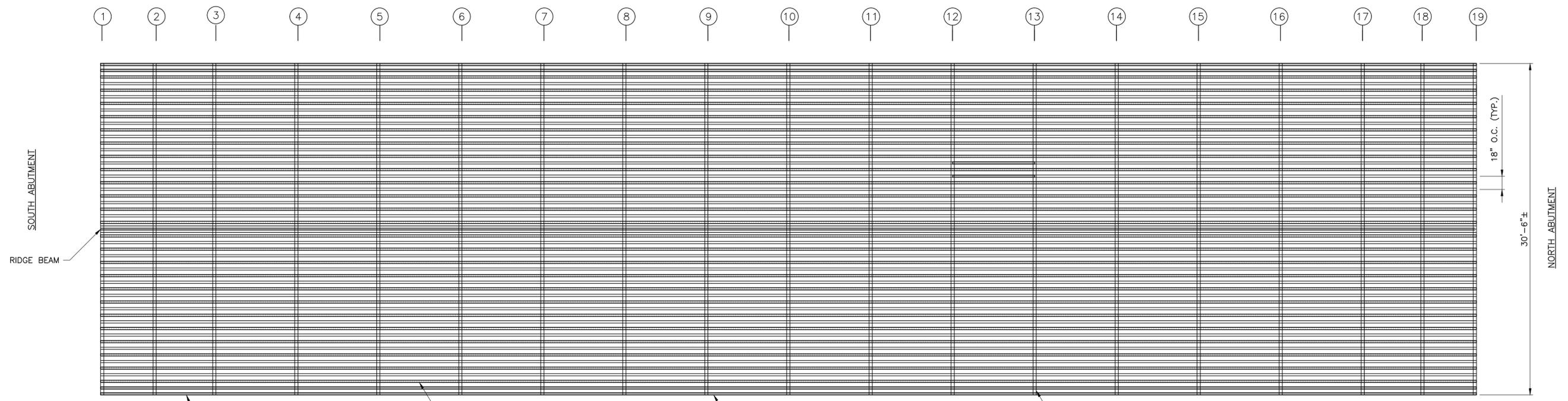
SANBORN
 (CENTRE)
 COVERED BRIDGE
 REHABILITATION

SHEET TITLE
 EXISTING ROOF
 PURLIN, RAFTER
 AND CROSS
 BEAM PLAN

DRAWN BY SANZ	DATE JAN 2026
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PROJ. ENG. RHD	D&K ARCHIVE # -

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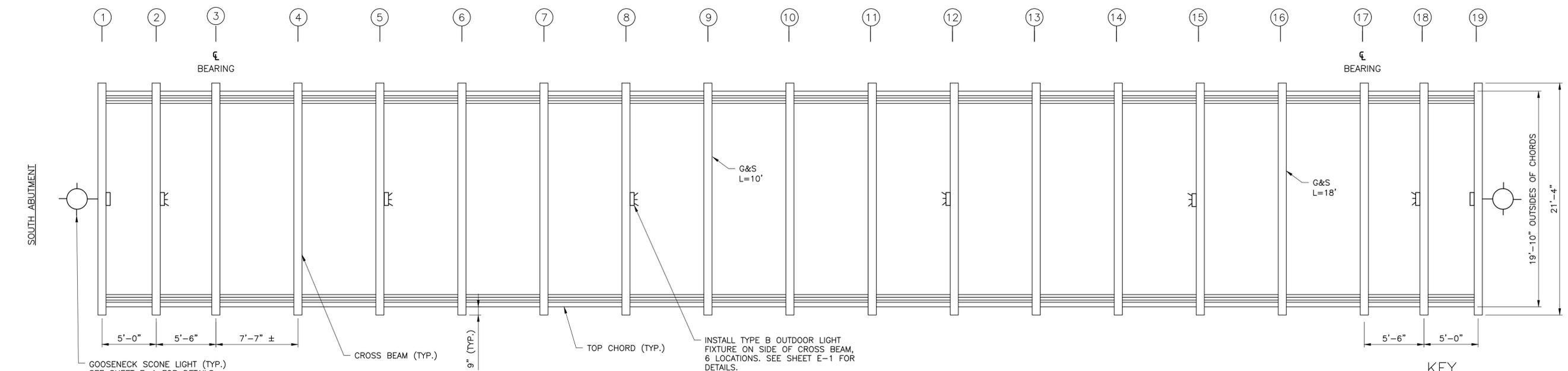
S-9



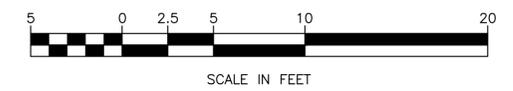
EXISTING AND PROPOSED ROOF PURLIN & RAFTER LAYOUT

PURLIN NOTES:

1. INSTALL NEW 2" X 4" PURLINS IN BETWEEN EXISTING PURLINS (ITEM 522.2001).
2. FASTEN NEW PURLINS TO EACH RAFTER WITH TWO (2) 3 1/2" LONG COUNTERSUNK WOOD SCREWS (TYP.).



EXISTING CROSS BEAM FRAMING PLAN



KEY

①	PANEL POINT
■	TO BE REPLACED
▤	INSTALL NEW
(SJ)	SCARF JOINT
(U.O.N.)	UNLESS OTHERWISE NOTED
G&S	GLUE AND SCREW

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FLOW OF
 PASSUMPSIC RIVER

**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

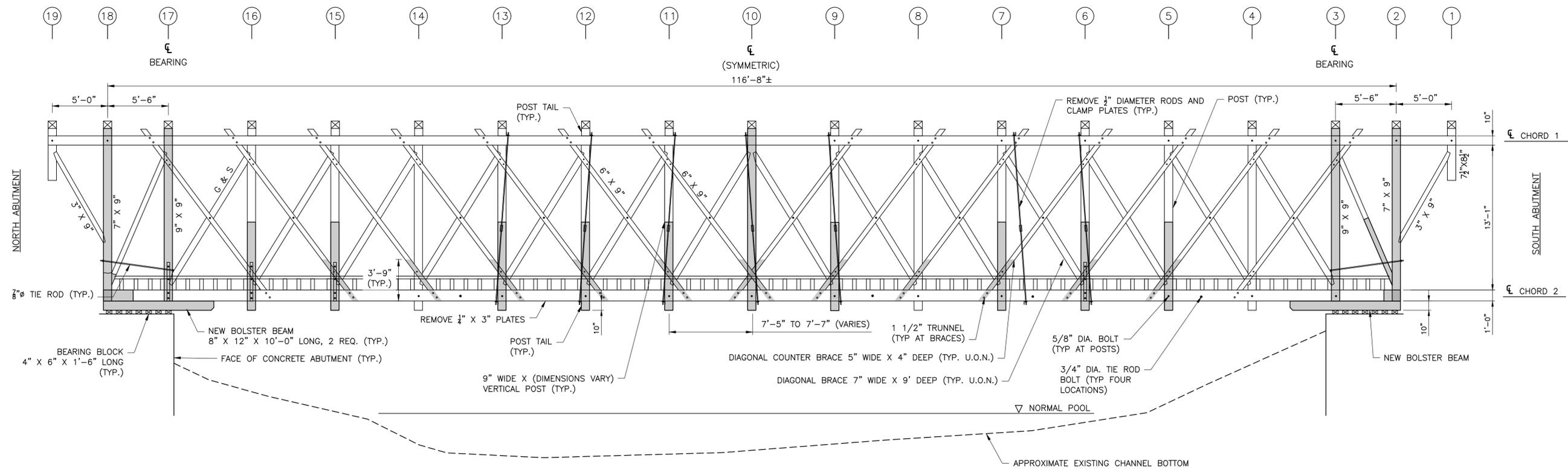
SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE
**TRUSS
ELEVATIONS**

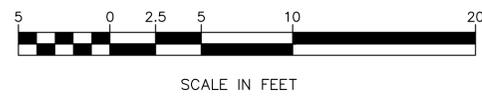
DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

S-10

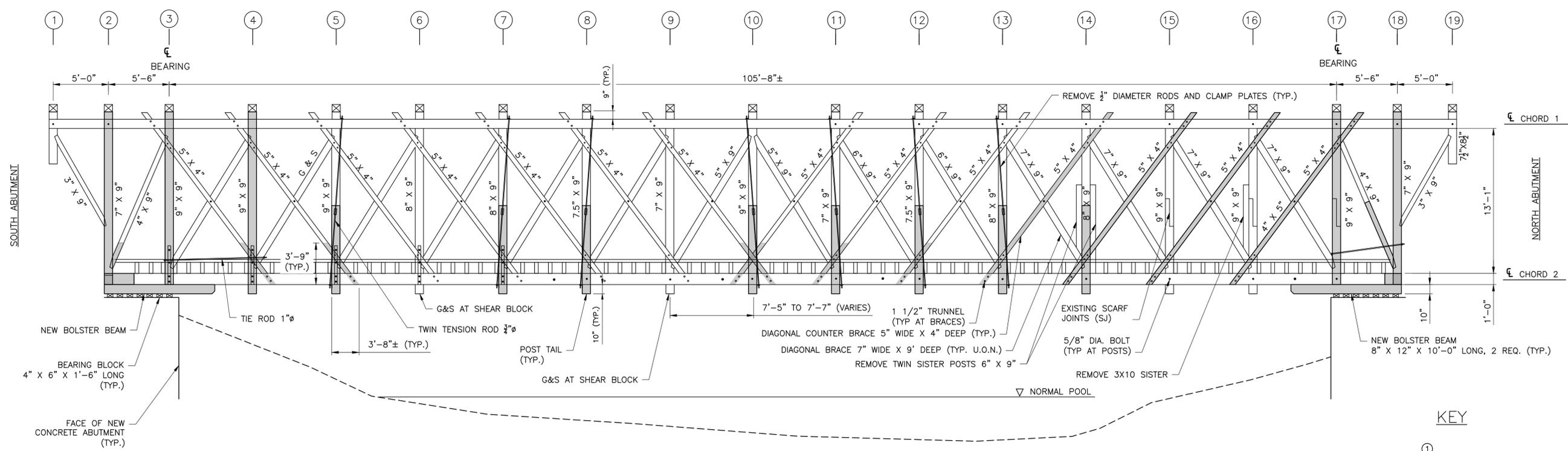


**EAST TRUSS ELEVATION
LOOKING EAST**

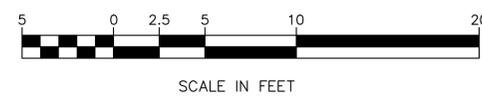


PLAN NOTES:

- SEE TRUSS JACKING AND SHORING NOTES, SHEET NO. 2.
- SEE SHEETS 11 AND 12 FOR TRUSS CHORD MEMBER REPLACEMENT LIMITS.



**WEST TRUSS ELEVATION
LOOKING WEST**



KEY

- PANEL POINT
- TO BE REPLACED
- INSTALL NEW
- SCARF JOINT
- (U.O.N.) UNLESS OTHERWISE NOTED



**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CHK'D

TOWN OF LYNDON,
VERMONT

SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

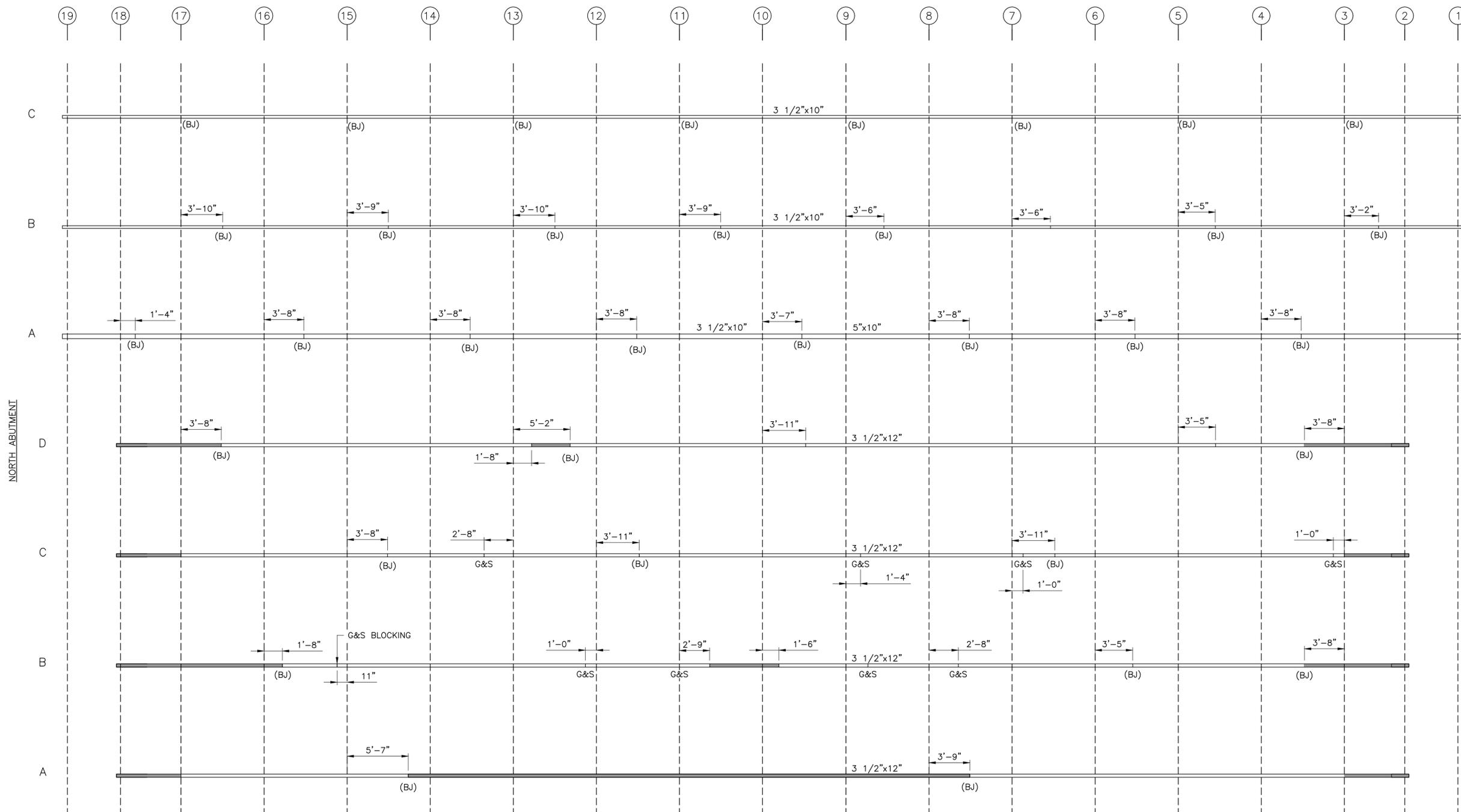
SHEET TITLE

EAST TRUSS
CHORDS
MEMBER
REPLACEMENT

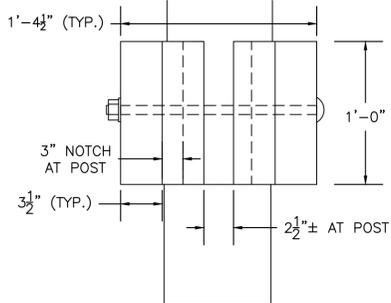
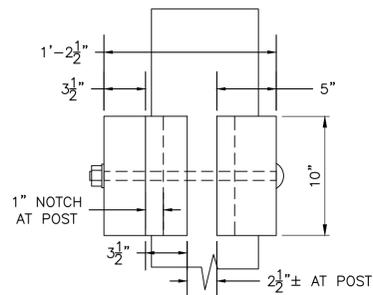
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CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

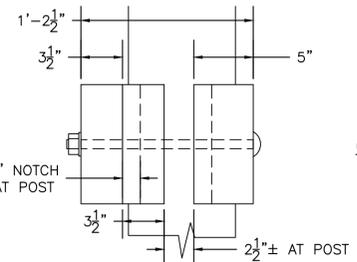
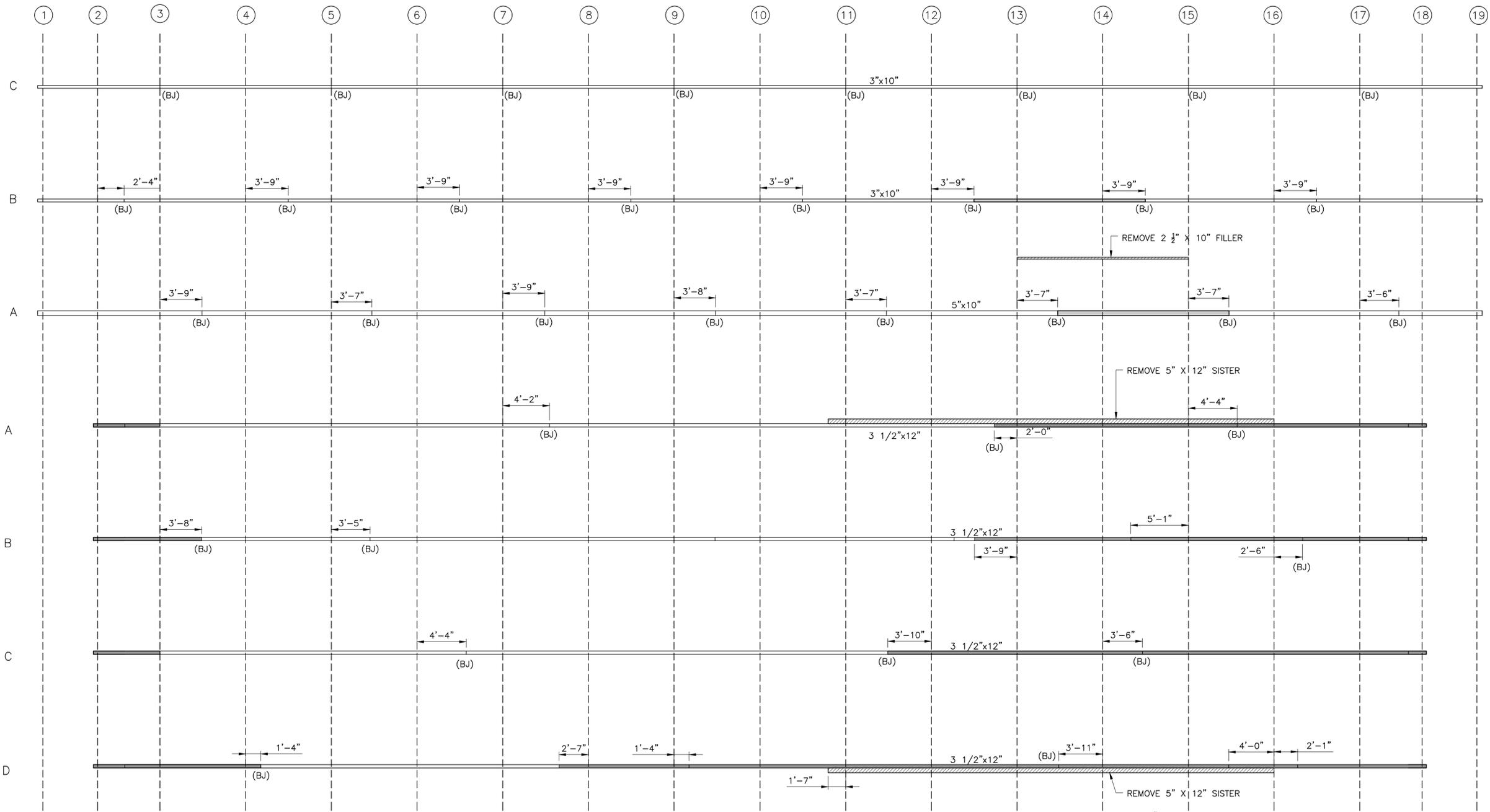
S-11



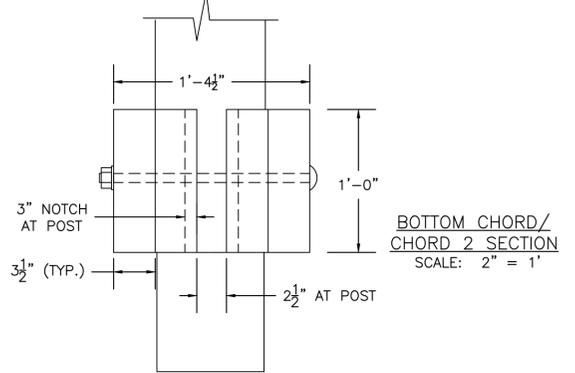
EAST TRUSS CHORD MEMBER REPLACEMENT SCHEDULE



- KEY**
- ① PANEL POINT
 - TO BE REPLACED
 - ▤ INSTALL NEW
 - (SJ) SCARF JOINT
 - (U.O.N.) UNLESS OTHERWISE NOTED
 - (BJ) BUTT JOINT



WEST TRUSS CHORD MEMBER REPLACEMENT SCHEDULE



KEY

- ① PANEL POINT
- [Solid Grey Box] TO BE REPLACED
- [Hatched Box] TO BE REMOVED
- [Grid Box] INSTALL NEW
- (SJ) SCARF JOINT
- (U.O.N.) UNLESS OTHERWISE NOTED
- [Wavy Line Box] GLUE AND SCREW REPAIR
- (BJ) BUTT JOINT

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SPRINGFIELD, VT
BRANDON, VT
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NOT FOR CONSTRUCTION PRELIMINARY PLANS

NO.	DATE	DESCRIPTION	BY	CHK'D

TOWN OF LYNDON, VERMONT

SANBORN (CENTRE) COVERED BRIDGE REHABILITATION

SHEET TITLE
WEST TRUSS CHORDS MEMBER REPLACEMENT

DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

S-12

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**NOT FOR
 CONSTRUCTION
 PRELIMINARY
 PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
 VERMONT

SANBORN
 (CENTRE)
 COVERED BRIDGE
 REHABILITATION

SHEET TITLE

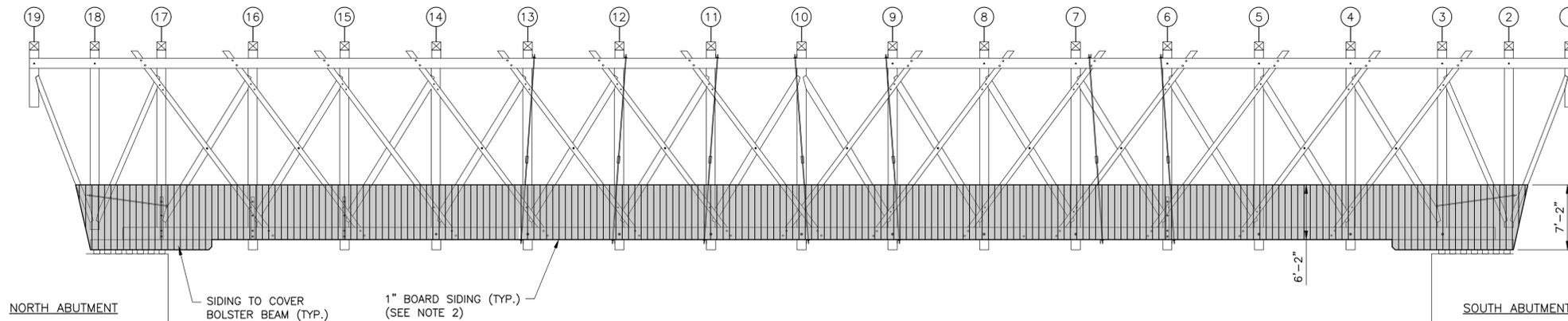
SIDING
 ELEVATIONS

DRAWN BY	DATE
SANZ	JAN 2026
CHECKED BY	D&K PROJECT #
RHD	628829
PROJ. ENG.	D&K ARCHIVE #
RHD	-

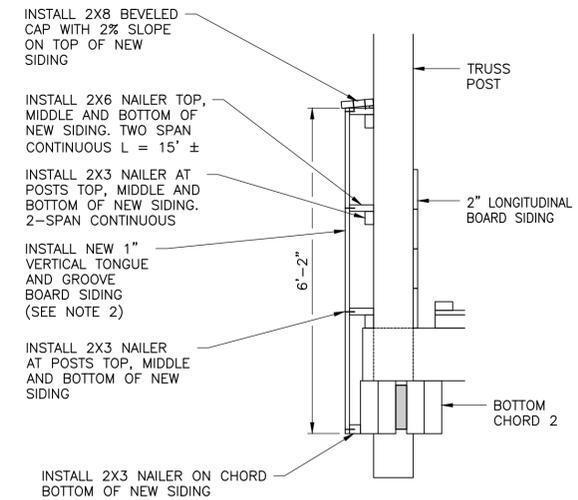
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S-13

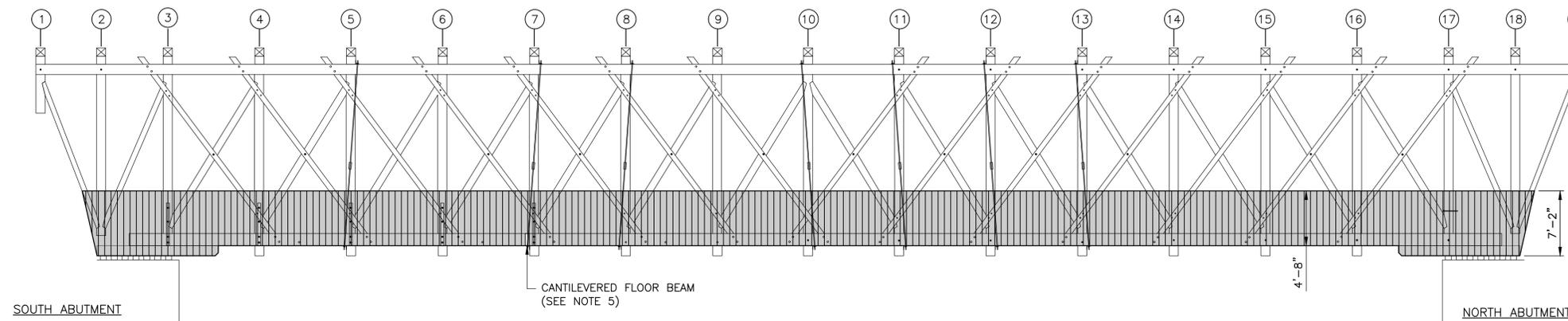
SHEET 17 OF 24



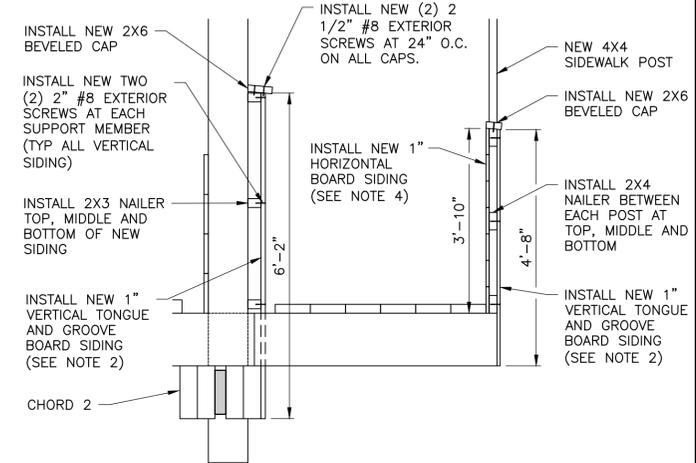
**WEST SIDING
 (LOOKING EAST)**
 SCALE: 1" = 6'



WEST SIDING DETAIL



**EAST SIDING SIDEWALK
 (LOOKING WEST)**
 SCALE: 1" = 6'



EAST SIDE AND SIDEWALK SIDING DETAIL

PLAN NOTES:

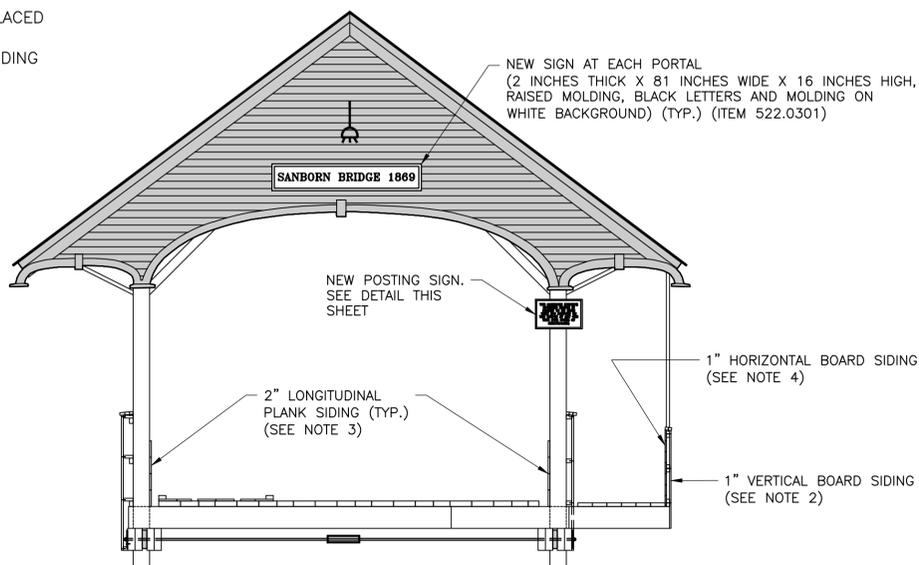
1. ALL EXISTING CLAPBOARD SIDING AND TRIM AT PORTALS TO BE REMOVED AND REPLACED WITH NEW CLAPBOARD SIDING, AND TRIM MATCHING EXISTING DESIGN, COLOR, TEXTURE, OTHER VISUAL QUALITIES, AND MATERIALS..
2. ALL EXISTING VERTICAL BOARD SIDING TO BE REMOVED AND REPLACED WITH NEW 1" TONGUE AND GROOVE BOARD SIDING. (ITEM 522.301)
3. MISSING SECTIONS OF LONGITUDINAL PLANK SIDING TO BE REPLACED WITH NEW 2" PLANK SIDING. (ITEM 522.3001)
4. ALL EXISTING HORIZONTAL BOARD SIDING TO BE REMOVED AND REPLACED WITH NEW 1" BOARD SIDING. (ITEM 522.301)
5. CANTILEVERED SIDEWALK FLOOR BEAMS THAT PROTRUDE THROUGH SIDING ARE NOT SHOWN FOR CLARITY.
6. NEW CLAPBOARD SIDING, TRIM AND BOARD SIDING TO BE PAINTED. (SPECIAL PROVISION - TIMBER COATING, PAINT, ITEM 900.645)



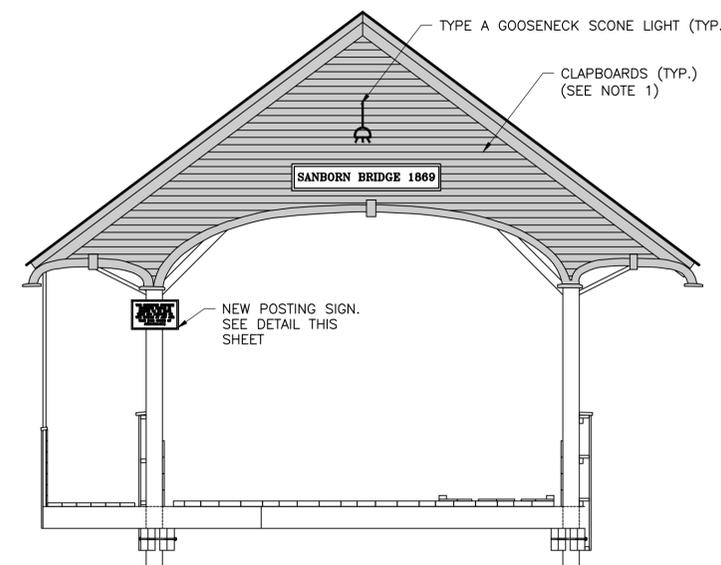
POSTING SIGN

SIGN NOTES:

1. NEW POSTING SIGN AT EACH END OF BRIDGE (1 INCH THICK X 16 INCHES WIDE X 16 INCHES HIGH, RAISED MOLDING, BLACK LETTERS AND MOLDING ON WHITE BACKGROUND (TYP.). (ITEM 522.3001)



SOUTH PORTAL



NORTH PORTAL

KEY

- ① PANEL POINT
- TO BE REPLACED
- ▨ INSTALL NEW
- (SJ) SCARF JOINT
- (U.O.N.) UNLESS OTHERWISE NOTED
- ▨ GLUE AND SCREW REPAIR
- (BJ) BUTT JOINT

**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

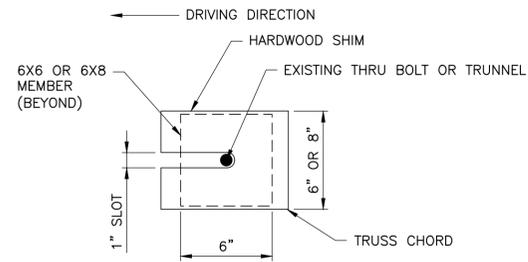
SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE
TIMBER DETAILS
(1 OF 2)

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PROJ. ENG. RHD	DBK ARCHIVE # -

SHEET NUMBER

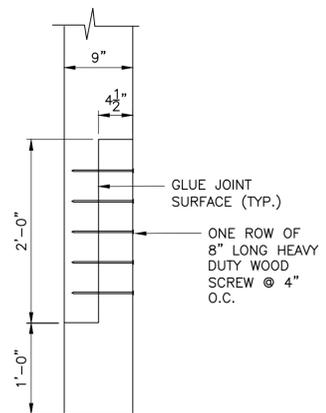
S-14



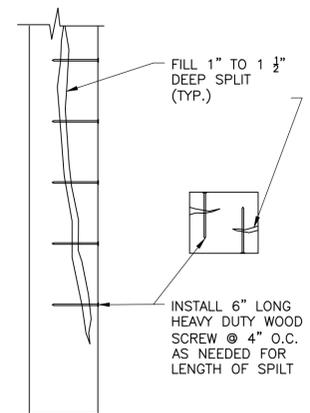
HARDWOOD SHIM DETAIL

SHIM NOTES:

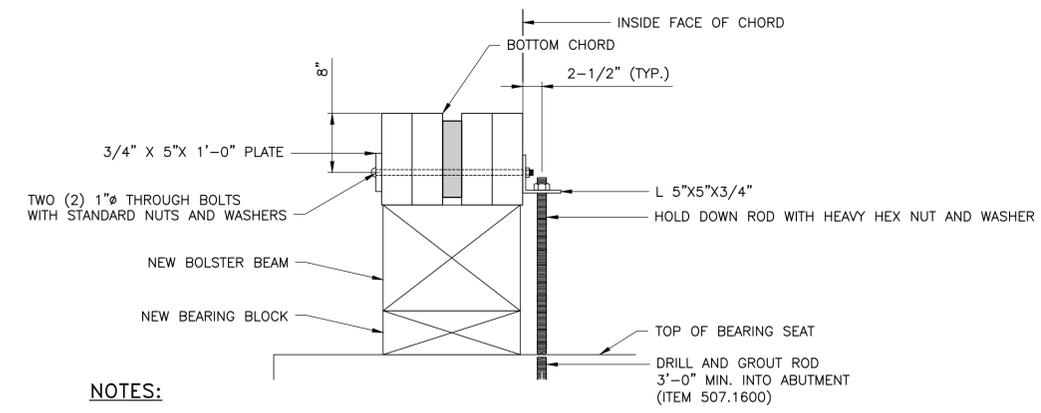
- BRIDGE SUPERSTRUCTURE (TRUSSES) TO BE JACKED AND SHORED TO CONSTRUCTION CAMBER PROFILE PRIOR TO INSTALLING SHIMS. (SEE CAMBER TABLE, SHEET C-0.2) (ITEM 502.1000)
- TIGHTEN TIE RODS AS DIRECTED BY THE ENGINEER, TO CLOSE GAP, PRIOR TO INSTALLING SHIMS.
- INSTALL SHIMS WHERE INDICATED OR DIRECTED BY THE ENGINEER.
- SHIMS TO BE INSTALLED SNUG TIGHT. DRIVE SHIMS IN PLACE WITH HAMMER AND BLOCKING, IN A DIRECTION PARALLEL TO THE 6" MEMBER DIMENSION.
- PROVIDE MULTIPLE THICKNESS SHIMS TO FIT ALL GAP REQUIREMENTS WITH A ONE PIECE SHIM. MULTIPLE SHIMS AT END OF EACH BRACE WILL NOT BE PERMITTED.
- FABRICATE SHIMS WITH TAPER, 1/16" OVER 6".
- TRIM EXCESS SHIM MATERIAL TO 6"x6" OR 6"x8" LIMITS.
- SEE SHEET NO. C-0.2, TIMBER NOTES, FOR SHIM MATERIAL REQUIREMENTS.



HALF SCARF JOINT DETAIL
NTS



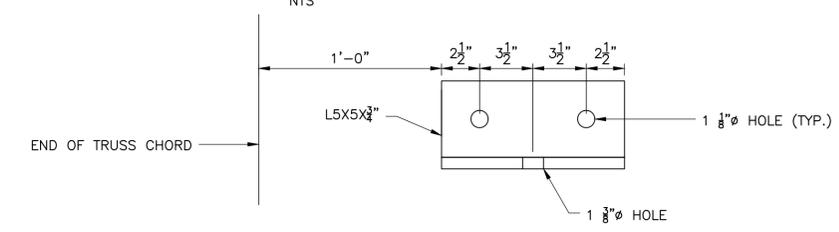
GLUE AND SCREW REPAIR DETAIL
(ITEM 522.5001)
NTS



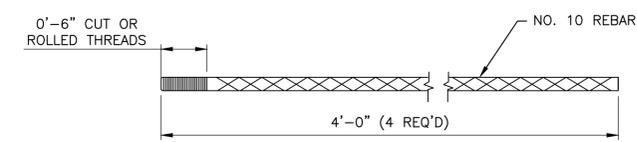
NOTES:

- THE HOLD DOWN RODS SHALL BE GROUTED INTO THE ABUTMENTS USING SPEC BOND 200 BY CONSPEC OR DURALCRETE FLEXOCRETE DURALITH BY TAMS INDUSTRIES. OR OTHER APPROVED EPOXY MORTAR IN LIEU OF MORTAR, TYPE IV. THE INSTALLATION OF THE HOLD DOWN RODS WILL BE PAID AS ITEM 960 - STRUCTURAL STEEL. THE COST OF RODS, NUTS AND WASHERS IS PAID FOR UNDER ITEM 960.
- ALL DRILL HOLES FOR HOLD DOWN RODS SHALL BE ONE INCH LARGER THAN ROD DIAMETER.
- INSTALL HOLD DOWN RODS AT PANEL POINTS 2 AND 18 (4 LOCATIONS).

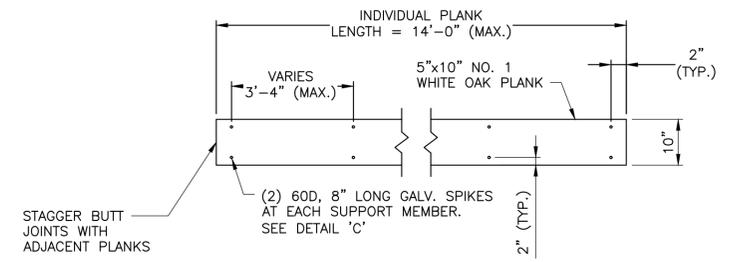
TYPICAL HOLD DOWN ROD DETAIL
NTS



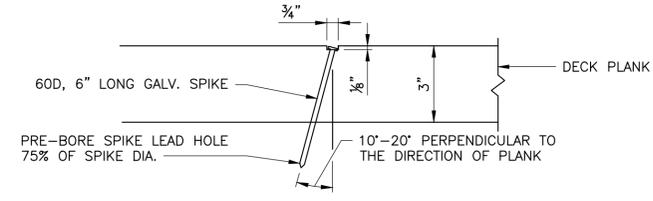
HOLD DOWN ANGLE ROD
NTS



TYPICAL HOLD DOWN ROD
NTS

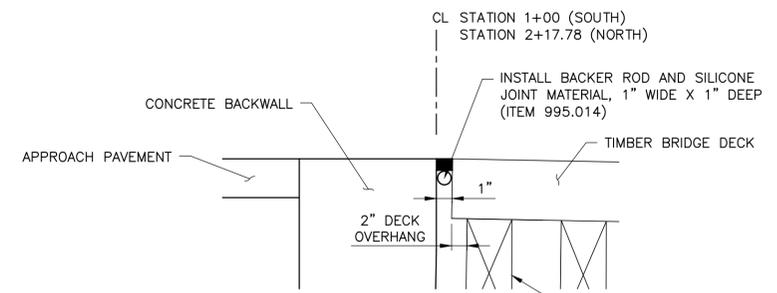


DECK WEARING SURFACE ATTACHMENT
NTS

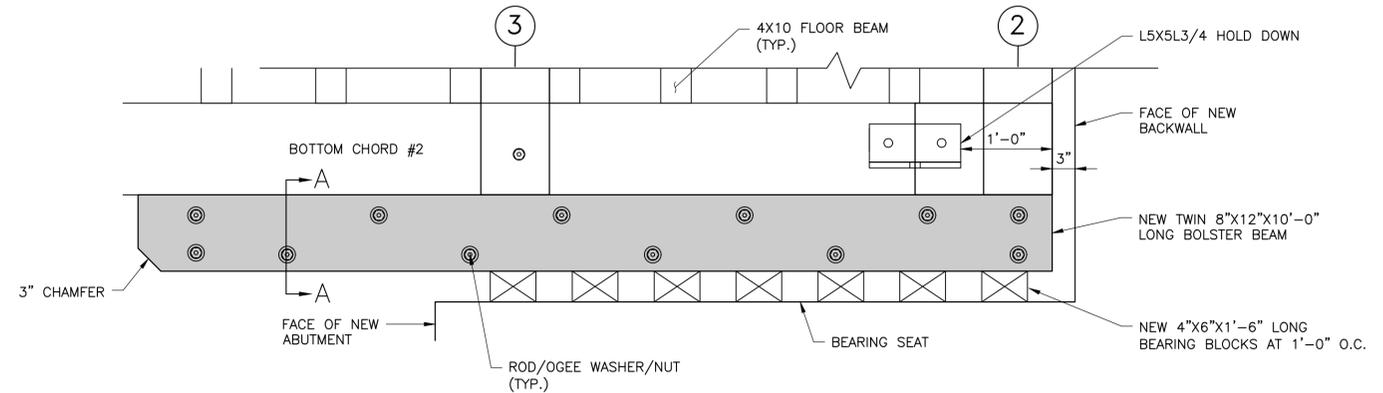


DETAIL 'C'
NTS

- NOTES:**
- DECK PLANKS SHALL BE 4-SPAN CONTINUOUS, MIN.
 - NEW TIMBER FOR DECK PLANKS SHALL BE EASTERN SPRUCE, NO. 1 GRADE.
 - INSTALL PLANKS WITH WITH MAXIMUM PERMISSIBLE LENGTHS (5'-0" ± TO 15'-0" ±) AND BUTTS CENTERED OVER FLOORBEAMS.



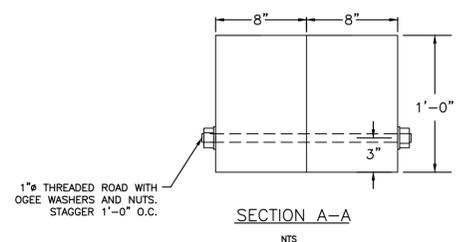
DECK JOINT DETAIL
NTS



TRUSS BEARING AT PANEL POINT 2 AND 3
(PANEL POINTS 17 & 18 OPPOSITE HAND)
NTS

BEARING NOTES:

- APPLY INSECTICIDE/FUNGICIDE TO TIMBER BEARING AREA (SPECIAL PROVISION, TIMBER COATING, INSECTICIDE/FUNGICIDE, ITEM 900.645)



SECTION A-A
NTS

**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

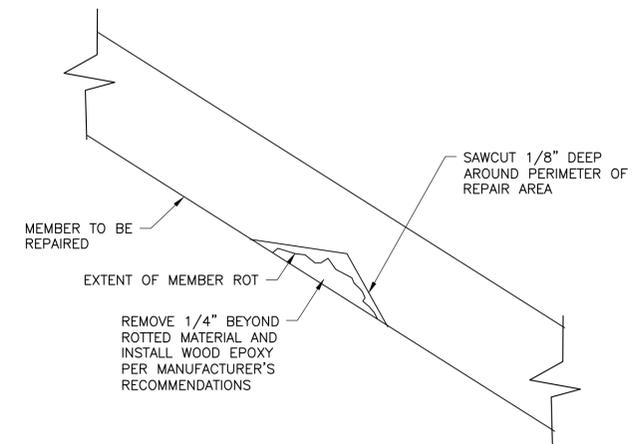
SHEET TITLE

TIMBER DETAILS
(2 OF 2)

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PROJ. ENG. RHD	D&K ARCHIVE # -

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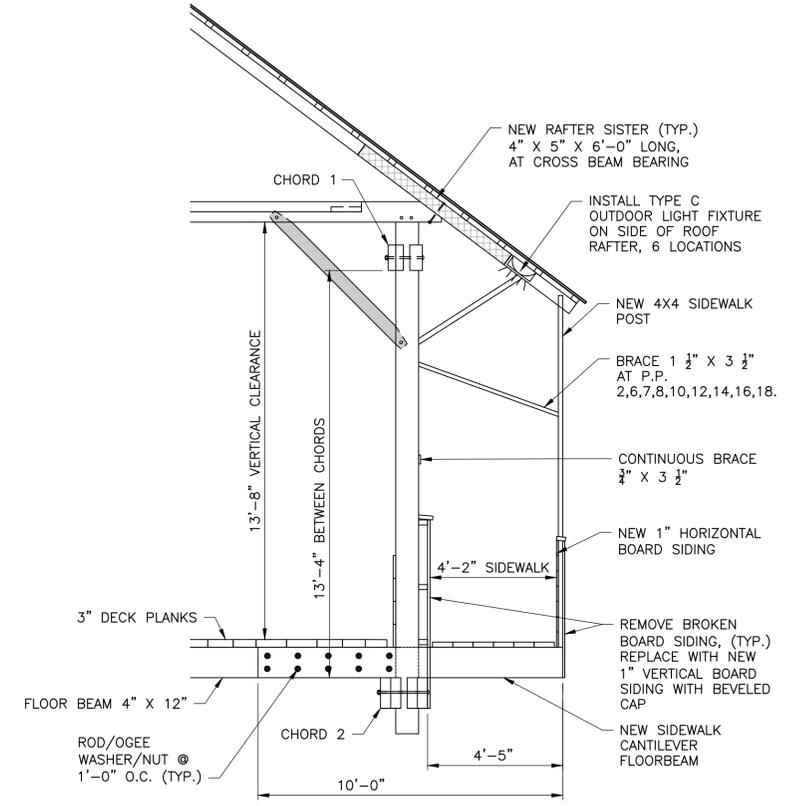
S-15



**EPOXY REPAIR DETAIL
NTS**

RECOMMENDED REPAIR SEQUENCE:

1. CONTRACTOR AND ENGINEER WILL JOINTLY IDENTIFY ROTTED MATERIAL IN LUMBER AND TIMBER MEMBERS. IF LESS THAN OR EQUAL TO 1 INCH IN DEPTH, AREA SHALL BE REPAIRED AS SHOWN ABOVE ON THE "EPOXY REPAIR DETAIL". IF ROT IS GREATER THAN 1 INCH IN DEPTH, THE ENTIRE MEMBER SHALL BE REPLACED AS DIRECTED BY THE ENGINEER.
2. REMOVE ALL ROTTED MATERIAL TO A MINIMUM OF 1/4" BEYOND EXTENT F ROT. SAWCUT 1/8" DEEP AROUND PERIMETER OF REPAIR AREA.
3. CLEAN EXISTING MEMBER OF ALL DIRT, SAWDUST, ETC. AND PREPARE SURFACE PER MANUFACTURER'S RECOMMENDATIONS.
4. INSTALL/INJECT APPROVED WOOD EPOXY REPAIR MATERIAL PER MANUFACTURER'S RECOMMENDATIONS, (PAID UNDER ITEM 900.620, SPECIAL PROVISION (WOOD EPOXY REPAIRS)). COLOR OF REPAIR MATERIAL SHALL MATCH EXISTING WOOD. A COMPLETED TEST SECTION SHALL BE MADE FOR APPROVAL BY THE ENGINEER PRIOR TO FABRICATION.



SIDEWALK FRAMING DETAIL



**NOT FOR
 CONSTRUCTION
 PRELIMINARY
 PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
 VERMONT

SANBORN
 (CENTRE)
 COVERED BRIDGE
 REHABILITATION

SHEET TITLE
 ELECTRICAL
 DETAILS

DRAWN BY SANZ	DATE JAN 2026
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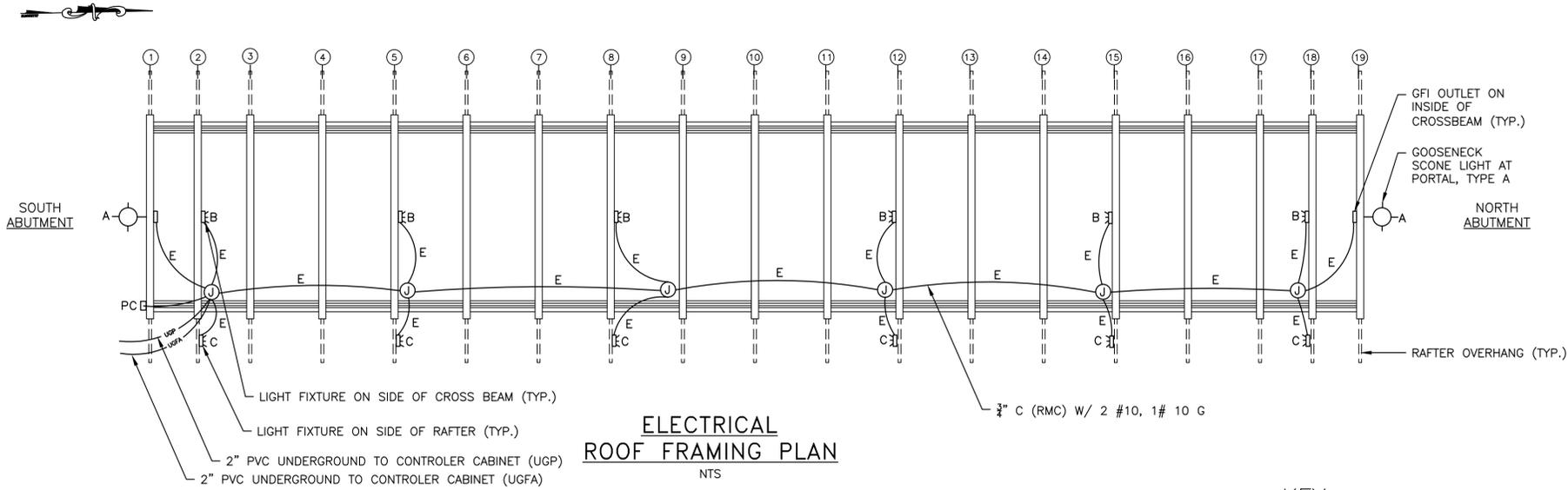
SHEET NUMBER
E-1
 SHEET 20 OF 24

GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (N.E.C.) LATEST EDITION. CONTRACTOR TO OBTAIN ALL PERMITS AND ARRANGE FOR ALL INSPECTIONS WITH AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL FURNISH, INSTALL, TEST, CALIBRATE, AND PLACE INTO OPERATION ALL DETECTION WIRING, POWER, LIGHTING, AND CIRCUITS, AND ALL EQUIPMENT SHOWN OR THAT IS REASONABLY IMPLIED ON THE DRAWINGS.
- ALL LIGHTING AND POWER WIRING SHALL BE IN CONDUIT, ALL RACEWAYS SHALL BE IN RMC ON THE BRIDGE OR PVC UNDERGROUND. ALL CONDUCTORS SHALL BE COPPER GROUND (TYPICAL) WITH NUMBER OF CONDUCTORS AS REQUIRED FOR THE CIRCUITS. ALL CONDUCTORS SHALL BE COPPER, TYPE "THHN/THWN" INSULATION UNLESS OTHERWISE NOTED.
- LIMIT THE 20A, 120V BRANCH CIRCUITS TO A MAXIMUM 1920VA LOAD AND 15A, 120V BRANCH CIRCUIT TO A MAXIMUM 1440VA LOAD
- ALL UNDERGROUND WIRING SHALL BE INSTALLED IN 2" MIN. SCHEDULE 80 PVC CONDUIT. WITH FULL-SIZE INSULATED GROUNDING CONDUCTOR AND APPROVED FITTINGS.
- ALL ABOVEGROUND WIRING ON THE BRIDGE SHALL BE INSTALLED IN RIGID METAL CONDUIT (RMC). TRANSITIONS FROM UNDERGROUND TO ABOVEGROUND SHALL BE MADE USING RMC. WHERE RMC TRANSITIONS TO PVC, PROVIDE APPROVED RMC-TO-PVC ADAPTOR.
- MAXIMUM ALLOWABLE TOTAL BENDS IN ANY SINGLE CONDUIT RUN SHALL NOT EXCEED 270°.
- ALL LIGHTING CIRCUIT WIRING SHALL BE TYPE THHN/THWN, 10 AWG STRANDED COPPER.
- PROVIDE COMPLETE AND EFFECTIVE GROUNDING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. ENSURE ALL METALLIC RACEWAYS ARE ELECTRICALLY CONTINUOUS AT ALL JOINTS, INCLUDING JUNCTION BOXES, CABINETS, FITTINGS, AND EQUIPMENT.
- LOCAL UTILITY: VERMONT ELECTRIC COOPERATIVE. THE ELECTRIC SERVICE INSTALLATION SHALL COMPLY WITH THE VERMONT UTILITIES ELECTRIC SERVICE REQUIREMENTS MANUAL, LATEST EDITION.
- SERVICE CONDUIT SHALL BE 2-1/2" MIN.

CONTROLLER CABINET NOTES

- PROVIDE FREE STANDING ALUMINUM NEMA 3R CONTROLLER CABINET, 60 "H x 54" W x 24" D, ON 12" OPTIONAL BASE, POWDER-COATED EXTERIOR GREEN FINISH - WHITE FINISH INTERIOR
- CABINET SHALL BE 0.125" ALUMINUM WITH CONTINUOUS STAINLESS STEEL HINGES, LOCKABLE HANDLE, GASKETED DOUBLE DOORS, REMOVABLE BACK PANEL, GROUNDING BAR, AND STAINLESS STEEL HARDWARE. CABINET SHALL CONTAIN:
 - 125A, 120/240V, 12 CIRCUIT PANELBOARD
 - 120V DUPLEX, 20A, SPECIFICATION-GRADE GFCI RECEPTACLE.
 - FIRE ALARM CABINET WITH INTEGRAL THERMOSTATICALLY CONTROLLED STRIP HEATER, DIGITAL COMMUNICATOR, AND BACKUP BATTERY.
 - ELECTROMECHANICAL TIMER, DPDT, 30A, 120V AC, SUITABLE FOR RESISTIVE AND INDUCTIVE LOADS, WITH EXTERIOR BRIDGE-MOUNTED PHOTOCELL FOR CONTROL OF EXTERIOR BRIDGE LIGHTING; TORK, INTERMATIC, WOODS, OR APPROVED EQUAL.
 - 1.1 INTEGRATE PHOTOCELL FOR DUSK-TO-DAWN OPERATION AND 24-HOUR OR 7-DAY MECHANICAL TIMER WITH MANUAL OVERRIDE
 - 1.2 OPERATING TEMPERATURE: -20°C TO 50°C.
 - 1.3 UL LISTED
 - 1.4 AUTOMATICALLY ENERGIZES BRIDGE LIGHTING AT DUSK AND DE-ENERGIZES AT DAWN, WITH OPTIONAL PROGRAMMABLE SCHEDULE FOR ADDITIONAL TIMING CONTROL.
- INSTALL CABINET PLUMB ON BASE WITH STAINLESS STEEL EXPANSION ANCHORS. SEAL ALL CONDUIT AND WIRING PENETRATIONS TO MAINTAIN NEMA 3R RATING.
- CONTROLLER CABINET, ELECTRICAL PANEL AND ELECTRICAL SERVICE, LIGHTING AND ASSOCIATED WIRING SHALL BE PAID UNDER SPECIAL PROVISION - 900.645 - LIGHTING AND ELECTRICAL INSTALLATION.

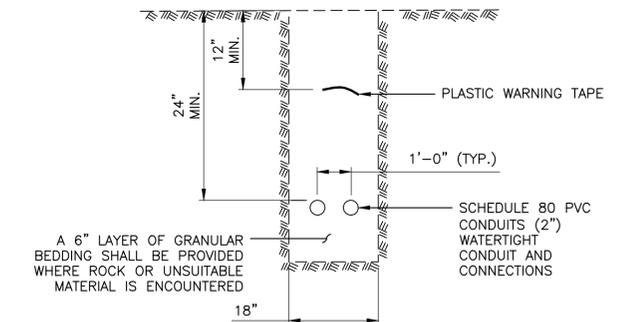


LIGHTING FIXTURE SCHEDULE (BRIDGE MOUNTED)

MARK	MANUFACTURER	CATALOG NUMBER	MTG HT	FINISH	VOLTAGE	LUMENS	CCT	REMARKS	WATTS
A	BARN LIGHT ELEC. COMPANY	BLEGWHA16975TGGFSTDXHE26	17'-6"	GALVANIZED	120 V	1950	2700K	LAMP=15WA21/LED/3CCT/120/277V, UPC = 045923287350	15W
B	RAB	BULK H20	14'-0"	BRONZE	120 V	2043	2700K		20W
C	RAB	BULK H10	13'-0"	BRONZE	120 V	1002	2700K		10W

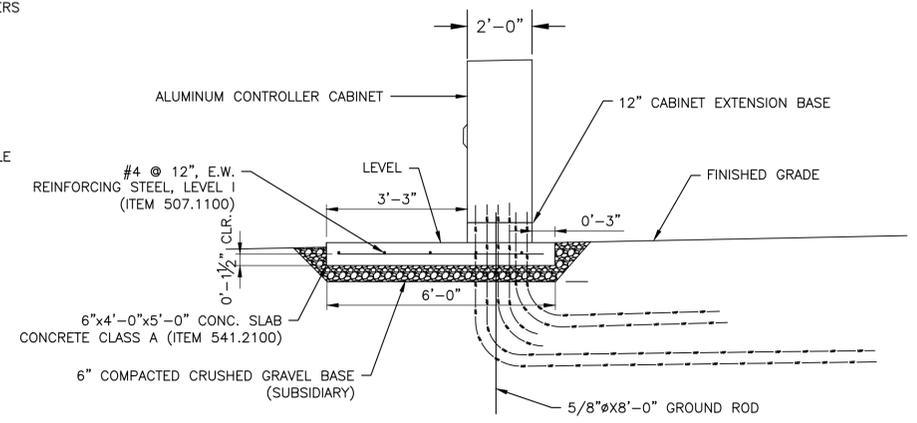
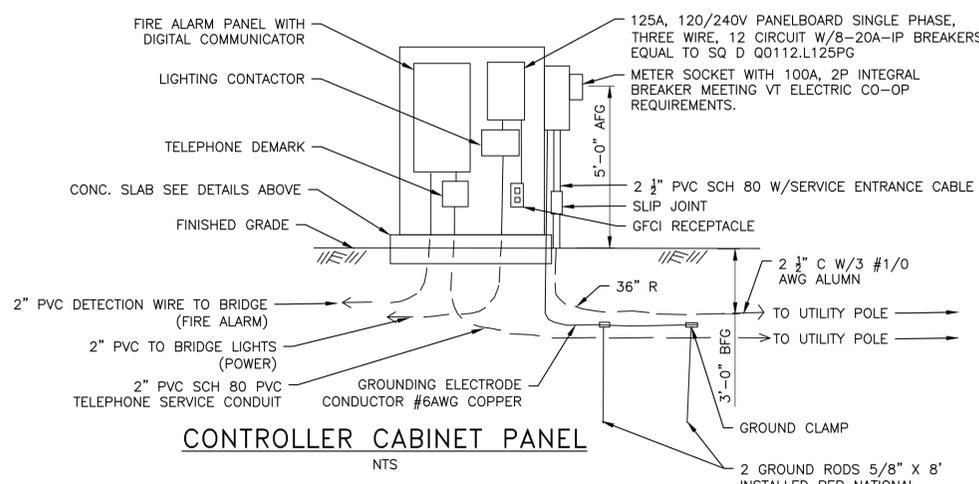
KEY

- ① PANEL POINT
- TO BE REPLACED
- ⌋ LIGHT FIXTURE - LETTER DENOTES TYPE
- HEAT DETECTION CABLE
- UGP UNDERGROUND ELECTRICAL (POWER)
- UGFA UNDERGROUND FIRE ALARM (UGFA)
- E RIGID METAL CONDUIT (RMC)
- PC □ PHOTO CELL



TRENCH NOTES:

- ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 80 PVC, WATERTIGHT CONDUIT AND CONNECTIONS (ITEM 625.2002)
- ALL ABOVE GROUND CONDUIT ON BRIDGE AND UTILITY POLE SHALL BE 1" OR 2" STEEL.
- STEEL CONDUIT TO EXTEND 2'-0" MINIMUM UNDERGROUND TO CONNECT TO PVC CONDUIT.



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NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

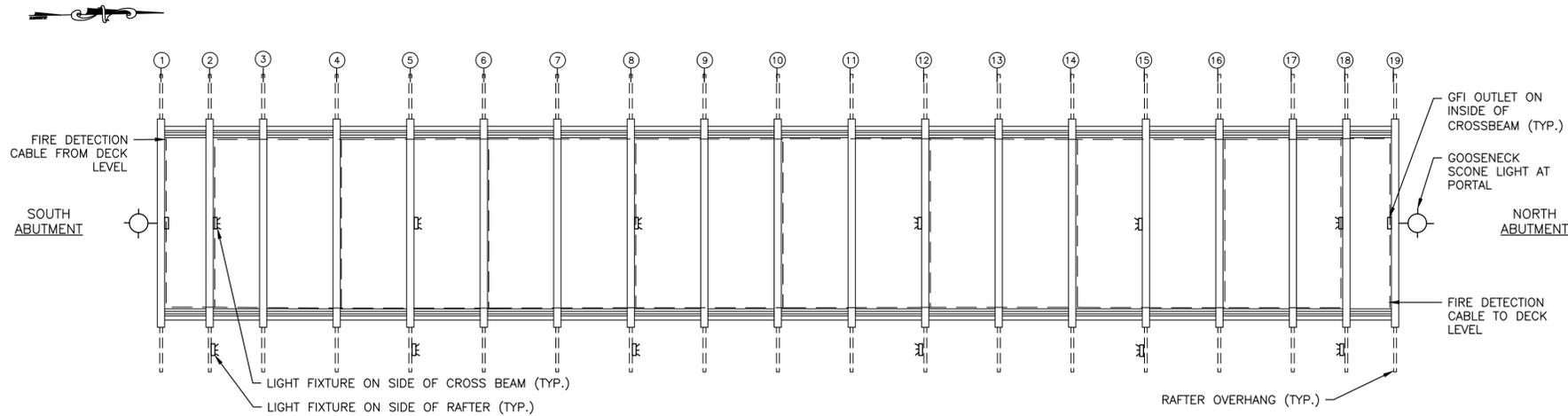
SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE
**FIRE
PROTECTION
DETAILS**

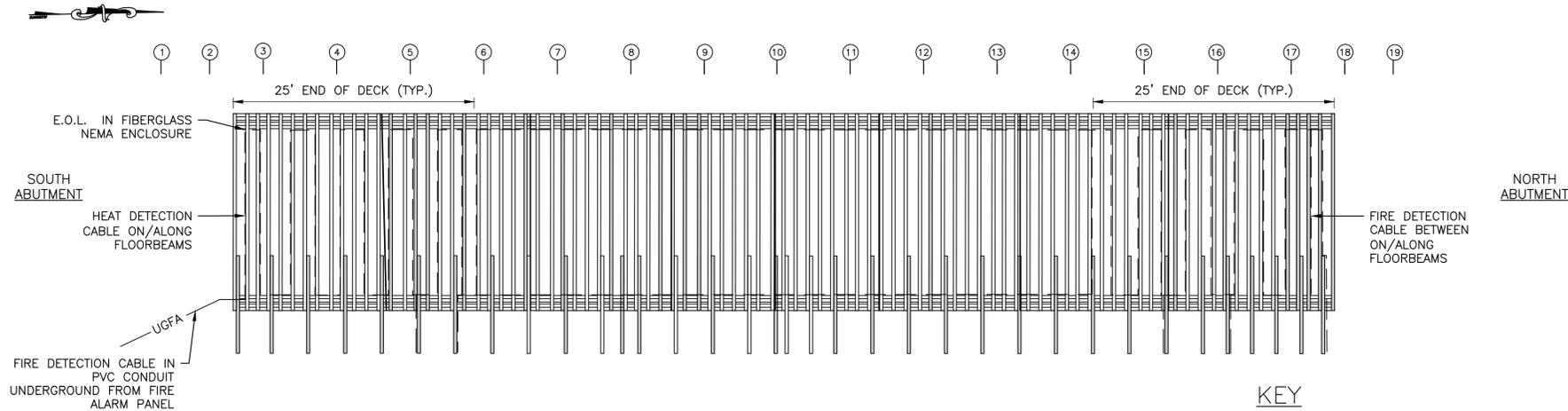
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SHEET NUMBER

E-2



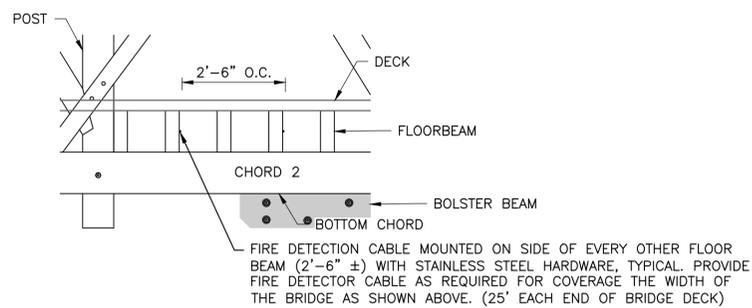
**FIRE DETECTION
ROOF FRAMING PLAN**
NTS



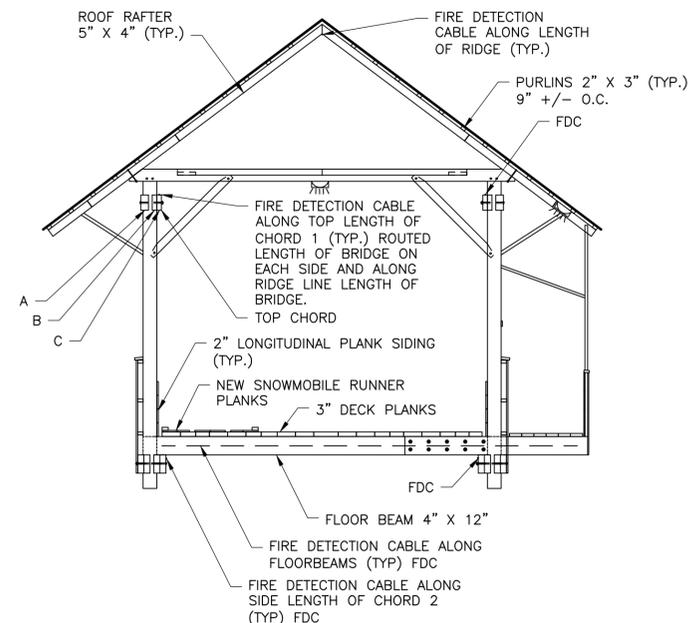
**FIRE DETECTION
FLOOR FRAMING PLAN**
NTS

KEY

- ① PANEL POINT
- TO BE REPLACED
- ⌋ LIGHT FIXTURE - LETTER DENOTES TYPE
- HEAT DETECTION CABLE (HDC)
- UGP UNDERGROUND ELECTRICAL (POWER)
- UGFA UNDERGROUND FIREALARM (UGFA)
- E RIGID METAL CONDUIT (RMC)
- PC □ PHOTO CELL



UNDER DECK DETAIL
NTS



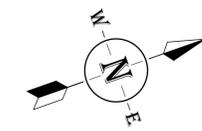
BRIDGE SECTION PROPOSED HDC
NTS

TIMBER COATINGS NOTES:

- FIRE RETARDANT COATING WILL BE SPRAY APPLIED TO ALL EXPOSED TIMBER SURFACES AS FOLLOWS:
 - FIRE RETARDANT COATING APPLICATION WILL BE PERFORMED AFTER COMPLETION OF ALL TIMBER REPAIR AND REPLACEMENT WORK.
 - THE PRODUCT WILL BE APPLIED BY A LICENSED APPLICATOR.
 - A CERTIFICATE OF COMPLIANCE FOR THE FIRE RETARDANT APPLICATION ON THIS BRIDGE WILL BE PROVIDED TO THE TOWN.
- ALL EXISTING EXPOSED HARDWARE (TIE RODS, BOLTS, NUTS AND WASHERS) SHALL BE CLEANED AND PREPPED FOR PAINTING IN ACCORDANCE WITH THE STEEL STRUCTURES PAINTING COUNCIL (SSPC). SPECIFICATION SP-11: POWER TOOL CLEANING. APPLY TWO (2) COATS OF FIELD APPLIED COAL TAR EPOXY.
- ALL NEW HARDWARE (TIE RODS, BOLTS, NUTS, WASHERS, ETC.) SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.
- APPLY FIRE RETARDANT, TERMITE/INSECTICIDE/FUNGICIDE, AND PAINT TO WOODEN BRIDGE MEMBERS IN ACCORDANCE WITH TIMBER COATINGS SPECIAL PROVISIONS.

FIRE DETECTION - SPECIAL PROVISIONS 900.645 - FIRE DETECTION SYSTEM

- PROVIDE A FULLY SUPERVISED, NON-CODED FIRE ALARM CONTROL PANEL FOR THE COVERED BRIDGE PROTECTION CONFIGURED AS SHOWN ON THE PLANS AND AS SPECIFIED, EQUAL TO PROTECTOWIRE FIRESYSTEM 2000.
- THE SYSTEM SHALL COMPLY WITH NFPA 72 FOR LOCAL AND AUXILIARY PROTECTIVE SIGNALING SYSTEMS AND SHALL BE SUITABLE FOR SUPERVISORY SERVICE, AND ALARM NOTIFICATION. AS INDICATED, THE FIRE ALARM CONTROL PANEL SHALL BE A MODULAR SYSTEM PROVIDING MULTIPLE ZONE CONFIGURATIONS USING PLUG-IN CONTROL MODULES TO MEET PROJECT REQUIREMENTS.
- THE SYSTEM SHALL BE UL LISTED AND FM APPROVED.
- PROVIDE A COMPLETE LINEAR HEAT DETECTOR CABLE SYSTEM TO PROVIDE AUTOMATIC FIRE DETECTOR FOR THE COVERED BRIDGE, AND IT SHALL BE USED AS A SUPERVISED INITIATING CIRCUIT OF AN APPROVED FIRE PROTECTIVE SIGNALING CONTROL UNIT.
- THE DETECTOR CABLE MUST BE INSTALLED IN CONTINUOUS RUNS WITHOUT TAPS OR BRANCHES IN ACCORDANCE WITH APPLICABLE SECTIONS OF NFPA 70 NATIONAL ELECTRICAL CODE, NFPA 72 NATIONAL FIRE ALARM CODE, OR AS DETERMINED BY THE LOCAL AUTHORITY HAVING JURISDICTION.
- THE LINEAR HEAT DETECTOR CABLE SHALL BE EQUAL TO PROTECTOWIRE TYPE PHSC-190-XCR OR EQUAL AS RECOMMENDED BY THE MANUFACTURER COMPLETE WITH ALL APPURTANCES AND FITTINGS. CABLES SHALL BE PAINTED BROWN TO MATCH BRIDGE FINISH WITH AN APPROVED PAINTING SYSTEM RECOMMENDED BY THE MANUFACTURER.
- FIRE ALARM CABINET TO BE HOUSED IN THE CONTROLLER CABINET SIZED FOR ALL MODULES AND BATTERIES AS REQUIRED BY THE DESIGN.
- PROVIDE A STAND ALONE DIGITAL COMMUNICATOR/CELLULAR DIALAR SUITABLE FOR TRANSMITTING ALARM OR VOICE SIGNALS FROM THE FIRE ALARM CONTROL PANEL TO A CENTRAL SUPERVISING STATION OR THE TOWN'S SELECTED LOCATION TIED INTO THE FIRE ALARM PANEL TO TRANSMIT ALARM SIGNALS TO A PREDETERMINED LOCATION.
- THE COMMUNICATOR SHALL BE LISTED AND LABELED FOR FIRE ALARM SERVICE AND SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF NFPA 72 FOR DIGITAL ALARM COMMUNICATOR SYSTEMS. NFPA 72 REQUIRES AT LEAST TWO INDEPENDENT COMMUNICATION PATHS FOR FIRE ALARM MONITORING. VIA A DACT ON A LANDLINE, THE SECOND PATH SHOULD BE A CELLULAR DIALER (OR IP COMMUNICATOR).



**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF LYNDON,
VERMONT

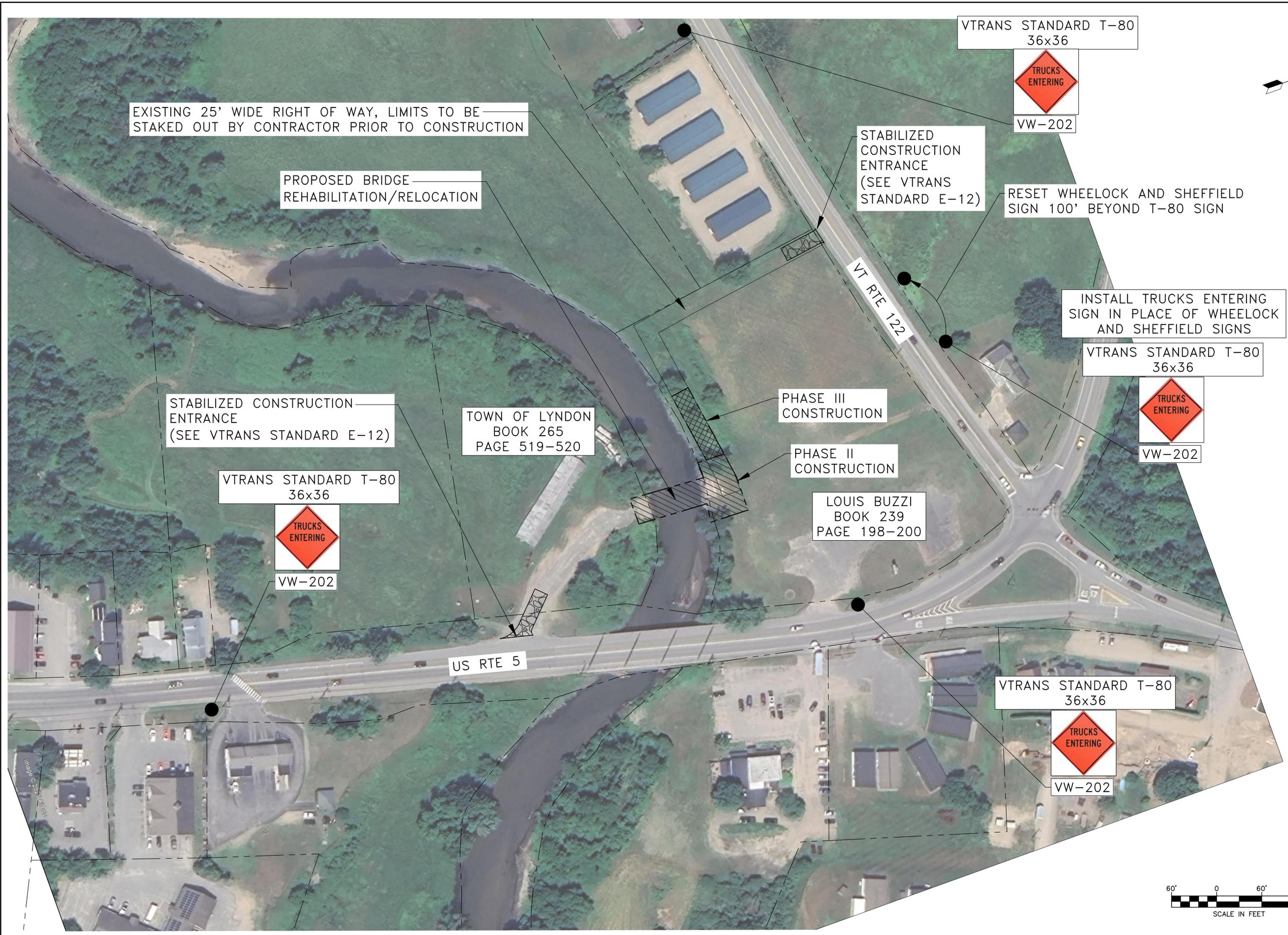
SANBORN
(CENTRE)
COVERED BRIDGE
REHABILITATION

SHEET TITLE
**TRAFFIC SIGN
PLAN**

DRAWN BY SANZ	DATE JAN 2026
CHECKED BY RHD	D&K PROJECT # 628829
PROJ. ENG. RHD	D&K ARCHIVE # -

SHEET NUMBER

T-1



EXISTING 25' WIDE RIGHT OF WAY, LIMITS TO BE
STAKED OUT BY CONTRACTOR PRIOR TO CONSTRUCTION

PROPOSED BRIDGE
REHABILITATION/RELOCATION

STABILIZED
CONSTRUCTION
ENTRANCE
(SEE VTRANS
STANDARD E-12)

RESET WHEELOCK AND SHEFFIELD
SIGN 100' BEYOND T-80 SIGN

INSTALL TRUCKS ENTERING
SIGN IN PLACE OF WHEELOCK
AND SHEFFIELD SIGNS

VTRANS STANDARD T-80
36x36

STABILIZED CONSTRUCTION
ENTRANCE
(SEE VTRANS STANDARD E-12)

TOWN OF LYNDON
BOOK 265
PAGE 519-520

PHASE III
CONSTRUCTION

PHASE II
CONSTRUCTION

LOUIS BUZZI
BOOK 239
PAGE 198-200

VTRANS STANDARD T-80
36x36

VTRANS STANDARD T-80
36x36

I:\A\628829 Lyndon Sanborn Covered Bridge Drawings\628829_traffic.dwg 12/31/2025 4:26 PM

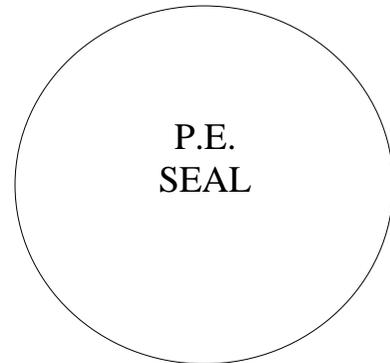
Lyndon TAP TA23(20) 23F088
Sanborn (Centre) Covered Bridge Rehabilitation
Phase II
World Guide No. 45-03-05

Contract Documents for

Phase II includes removal of existing stone masonry abutments and constructing new concrete abutments, complete rehabilitation/repair of the timber superstructure (new timber members, new timber siding, new metal roof, painting, electrical/lighting) and relocating/reassembling superstructure over the river onto new abutments.

VT Agency of Transportation 2024 Standard Specifications for Construction shall apply to this contract.

Owner:
Town of Lyndon, VT
Lyndon Town Office
119 Park Ave.
PO Box 167
Lyndonville, VT 05851



February 17, 2026

Bid Set No. _____

85% Submittal, 1/07/26

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- B. Debarment & Non-Collusion Affidavit CA-91
- C. Worker Classification Compliance Requirement Form (*Prime Contractor*)
- D. Required Contract Provisions for Federal-Aid Construction, FHWA Form 1273
- E. Standard Federal EEO Specifications, EO 11246
- F. Vermont Minimum Labor & Truck Rates
- G. Disadvantaged Business Enterprise (DBE) Policy Contract Requirements, CR-110
- H. Example Compliance Bond Form
- I. Example Labor & Materials Bond Form
- J. Project Change Order Form
- K. Standard Title VI/Non-Discrimination Assurances Appendices A and E
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Project Specific Attachments

- US Department of Labor Davis-Bacon Rates
- Materials Record & Certification Package
- NEPA Clearances and other Project Permits
- Right of Way Clear Certificate
- Utility & Railroad Clear Certificate
- Design Certificate
- Required components of the Transportation Management Plan (TMP Checklist, TTC, TO, PI) in accordance with the latest version of the [Work Zone Safety & Mobility Policy and Guidance document](#).

The following documents are available at:

<https://outside.vermont.gov/agency/VTRANS/external/MAB-LP> (under Federal Aid Projects - Construction Phase)

- Notice of Award
- Sample Construction Agreement
- Notice to Proceed
- Release of Waiver & Lien

INVITATION TO BID
Lyndon TAP TA23(20) 23F088

Sealed bids from pre-qualified contractors shall be accepted until **March XX, 2026**, prevailing time 3:30 PM at the Town of Lyndon, VT 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: Lyndon **TAP TA23(20) 23F088**.

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

PREQUALIFICATION OF CONTRACTORS: All bidders on this project shall be on the Agency of Transportation's prequalified list under the categories listed below or shall have submitted a complete prequalification application to the Agency of Transportation, Contract Administration, a minimum of 10 working days prior to the bid opening. For information contact Jon Winter at (802) 622-1267.

All bidders (prime contractor and/or subcontractors) shall be on the current VTRANS Contract Administration pre-qualified list "Contractors List of Covered Bridge Construction/Timber Category" and/or "Covered Bridge Rehabilitation/Timber Category" and "Concrete Work Category".

LOCATION: Beginning in the Town of Lyndon on US Route 5, at a point approximately 0.10 miles south of the intersection of Vermont 122 and VT 114, extending North on Town land for a distance of 0.03 miles over the Passumpsic River.

TYPE OF CONSTRUCTION: Work to be performed under this project includes: A complete rehabilitation of the timber superstructure (repairs/replacements to metal roof, timber purlins, rafters, truss members, deck planks and floorbeams) over the Passumpsic River and construction of new substructure (concrete abutments) for use as a trail bridge.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before April 30, 2027. Tentative Notice to Proceed date: May 1, 2025.

OBTAINING PLANS: Plans may be obtained from the electronically as a pdf at www.dubois-king/projects-bidding-active for \$50.00 *via* the website directions.

LYNDON TAP TA23(20) 23F088

February 17, 2026

Invitation to Bid

ENGINEERS ESTIMATE: For this Proposal the Engineers Estimate falls between \$2,000,000.00 and \$2,500,000.00.

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

1. Town of Lyndon
119 Park Avenue
PO Box 167
Lyndonville, VT 05851
Attn: Nicole Gratton, Regional Planner, NVDA
2. The Consulting Engineer:
DuBois & King, Inc.
208 Union Avenue
Laconia, NH 03246
3. The Consulting Engineer:
DuBois & King, Inc.
28 North Main Street
Randolph, VT 05060
4. Works in Progress, Inc.
20 Farrell Street
South Burlington, VT 05403-6112

PREBID CONFERENCE: A non-mandatory pre-bid conference will be held for the project on **February XX, 2026** at 10:00 AM at the Lyndon Town Office, 119 Park Ave., Lyndonville, VT 05851.

STANDARD SPECIFICATIONS: This contract is governed by the Vermont Agency of Transportation (“VTrans”) 2024 Standard Specifications for Construction.

QUESTIONS: During the advertisement phase of this project all questions shall be received until **March XX, 2026** at 5:00 PM and addressed solely to Robert H. Durfee, P.E., Project Manager, (603) 524-1166 Ext: 5007, rdurfee@dubois-king.com, 208 Union Avenue, Laconia, New Hampshire 03246.

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). **This certification form must be signed and submitted with the bid.**

Invitation to Bid

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

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

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT FORM (*Prime Contractor*): All bidders are required to complete this self-reporting form in its entirety, sign and **submit with the bid.**

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: The Town of Lyndon, Vermont hereby notifies all bidders that it will ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award. This is consistent with the Town's requirement to comply with provisions of Title VI.

DAVIS BACON WAGE REQUIREMENTS: Bidders agree to abide by the Davis Bacon Wage Rate Schedule, which are appended to these Contract Documents.

BUILD AMERICA, BUY AMERICA REQUIREMENTS: Build America, Buy America requirements, as outlined in specification section 107.21 BUY AMERICA PROVISIONS, apply to this project.

INSTRUCTIONS TO BIDDERS
Lyndon TAP TA23(20) 23F088

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

2. Explanation and Interpretation to Prospective Bidders

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

3. Addendum to Invitation for Bids

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

4. Responsibility of Prospective Contractor

- a. All prospective contractors shall be pre-qualified under the appropriate work category by the Vermont Agency of Transportation, Contract Administration. For this project a current annual pre-qualification is necessary. The contact for pre-qualification is Jon Winter, Tel: (802) 622-1267. Please note that applications for pre-qualification must be made at least 10 working days prior to the bid opening.
- b. The VERMONT AGENCY OF TRANSPORTATION "POLICIES AND PROCEDURES FOR PREQUALIFICATION, BIDDING, AND AWARD OF CONTRACTS", latest edition, Sections 1-6 and 9 are hereby incorporated in

Instructions to Bidders

- these specifications and the contract by reference. Sections 1 through 6 shall not be subject to the changes to the definitions in the Notice to Bidders.
- c. The Method of Measurement and Basis of Payment for all contract items shall follow the Vermont Agency of Transportation's ("VTrans") 2024 Standard Specification for Construction, unless modified in these Contract Documents.
 - d. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
 - e. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.
 - f. When "Optional Bid Items" are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.
 - g. When "Alternate Bid Items" are indicated in the Proposal bidders must bid on all pay items in each set of "Alternate Bid Items". Failure to bid on all of the "Alternate Bid Items" in the proposal may result in rejection of the bid.
 - h. When the Bid Form for a contract contains pay item(s) which have a quantity of one (1) and a unit price and total price entered, the work will be performed by the contractor according to the contract documents at the unit price listed if such item is determined to be needed by the Engineer.
 - i. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

5. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency discovered in the plans, 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 to 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, 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 bid wrapper, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present. In the event of unforeseen circumstances (severe weather, etc.) the Municipality reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

10. Protests

- a. This Section sets forth the exclusive protest remedies available with respect to this solicitation. Each Bidder, by submitting its bid, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this solicitation expressly in consideration for such waiver and agreement by the Bidders. Such waiver and agreement by each Bidder are also consideration to each other Bidder for making the same waiver and agreement.

Instructions to Bidders

- b. A Bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the Town of Lyndon, VT. Such notice shall be provided: (a) no earlier than the day of Town of Lyndon, VT issuance of the Notice of Award; and (b) no later than five (5) business days after Lyndon, VT issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of protest the protesting Bidder must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions there under.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Town of Lyndon, VT, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Town of Lyndon, VT shall issue a written decision regarding the protest within thirty (30) calendar days after it receives the detailed statement of protest. Such decision shall be final and conclusive.
- f. If Town of Lyndon, VT concludes that the Bidder submitting the protest has established a basis for protest, the Town of Lyndon, VT will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new solicitation or taking other appropriate actions.

11. Rejection of Bids

- a. The Municipality may declare a Bid "Informal" and hence rejected if the bid shows any alteration of form, omissions or additions not called for in the bid, lacks proper signatures, is a conditional bid, has alternate bids unless required in the bid, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.

- b. The Municipality may reject a bid at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, in consultation with VTrans, determines that the best interests of the Municipality, or the awarding authority, will be served.
- d. The Municipality will reject a bid submitted without a completed Debarment and Non-Collusion Affidavit.
- e. The Municipality will reject a bid submitted without a signed Contractors Equal Employment Certification Form.
- f. The Municipality will reject a bid submitted without a Bid Bond.
- g. The Municipality will reject bids which fail to acknowledge the bidder's receipt of any addendum if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- h. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Municipal Project Manager. Bids 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.

Instructions to Bidders

- b. Opened bids will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each bid's Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. The municipality may reject any and all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, in consultation with VTrans, determines that the best interests of the municipality will be served.
- d. The municipality may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- e. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- f. Prior to signing a construction contract, the successful bidder must submit a current Certificate of Good Standing from the Vermont Secretary of State's office.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Bid guarantees of the two lowest bidders that have submitted bids 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 bids 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 bid 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 thirty (30) calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in(action) of the lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal, the bid guarantee accompanying the bid 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 bid that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).

Instructions to Bidders

- d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

16. Taxes and Insurance Requirements

Taxes and insurance for this project shall be in conformance with Section 103 of the VTrans 2024 Standard Specifications for Construction.

17. Prompt Pay Compliance

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

18. Preconstruction Conference

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

19. Waste Borrow and Staging Areas

- a. The opening and use of offsite waste, borrow and staging areas shall follow the applicable provisions of Section 105 of the VTrans Standard Specifications for Construction, 2024 Edition.

Instructions to Bidders

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

20. DBE Requirements

The VTrans overall DBE goal is currently achieved by a combination of contract specific goals and a race/gender neutral policy. Contractors should be proactive and solicit bids and quotes from certified DBEs for use when submitting their own bids and employ certified DBEs when participating in transportation related projects.

Current VTrans guidelines can be found at:

<https://vtrans.vermont.gov/civil-rights/doing-business/dbe-center> .

21. Contaminated Soils

If contaminated soils or groundwater are encountered during the course of construction, the Contractor is directed to contact: Mr. Andy Shively, Hazardous Material and Waste Coordinator, of the Vermont Agency of Transportation at andy.shively@vermont.gov or by phone at . (802) 229-8740 or by pager at (802) 250-4666.

22. Contract Documents

See Sample Construction Contract below for contract documents to be included.

<https://outside.vermont.gov/agency/VTRANS/external/MAB-LP/SitePages/FinalPlans,SpecificationsAndEstimate.aspx>

In the event that a bidder suspects or determines the proposal is incomplete, notify Robert H. Durfee, P.E., Project Manager, 208 Union Avenue, Laconia, NH 03246, 603-524-1166 Ext. 5007, Email: rdurfee@dubois-king.com

BID FORM
LYNDON TAP TA23(20) 23F088

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

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

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

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

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

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

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 **April 30, 2027**.

Bidder acknowledges receipt of the following Addenda:

LYNDON TAP TA23(20) 23F088

February 17, 2026

Bid Form

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

VTrans Item #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
199.9061	Force Account work (N.A.B.I.)	FA	6000	\$6,000.00	\$6,000.00
	Unit Price in Words _____				
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1.0	\$ _____	\$ _____
	Unit Price in Words _____				
203.1500	Common Excavation	CY	10.0	\$ _____	\$ _____
	Unit Price in Words _____				
204.2000	Trench Excavation of Earth	CY	5.0	\$ _____	\$ _____
	Unit Price in Words _____				
203.3000	Earth Borrow	CY	250.0	\$ _____	\$ _____
	Unit Price in Words _____				
204.2500	Structure Excavation	CY	390.0	\$ _____	\$ _____
	Unit Price in Words _____				
204.3000	Granular Backfill for Structures	CY	160.0	\$ _____	\$ _____
	Unit Price in Words _____				
208.3000	Cofferdam Excavation, Earth	CY	200.0	\$ _____	\$ _____
	Unit Price in Words _____				

LYNDON TAP TA23(20) 23F088

February 17, 2026

Bid Form

208.4000 Cofferdam
LS 2.0 \$ _____ \$ _____

Unit Price in Words _____

301.2500 Subbase of Crushed Gravel, Course Graded
CY 40.0 \$ _____ \$ _____

Unit Price in Words _____

301.2600 Subbase of Crushed Gravel, Fine Graded
CY 40.0 \$ _____ \$ _____

Unit Price in Words _____

301.3500 Subbase of Dense Graded Crushed Stone
CY 40.0 \$ _____ \$ _____

Unit Price in Words _____

404.1100 Tack Coat, Emulsified Asphalt
CWT 0.4 \$ _____ \$ _____

Unit Price in Words _____

401.1500 Aggregate Surface Course, Path and Trails
CY 20.0 \$ _____ \$ _____

Unit Price in Words _____

406.0130 Bituminous Concrete Pavement, Type IS, QA Tier III
TON 15.0 \$ _____ \$ _____

Unit Price in Words _____

502.1000 Shoring Superstructure
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

506.7500 Structural Steel
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

LYNDON TAP TA23(20) 23F088

February 17, 2026

Bid Form

507.1100 Reinforcing Steel, Level I
LB 26000.0 \$ _____ \$ _____

Unit Price in Words _____

507.1600 Drilling and Grouting Dowels
LF 12.0 \$ _____ \$ _____

Unit Price in Words _____

514.1000 Water Repellent, Silane
GAL 15.0 \$ _____ \$ _____

Unit Price in Words _____

519.1000 Membrane Waterproofing, Spray Applied
SY 205.0 \$ _____ \$ _____

Unit Price in Words _____

522.2001 Structural Lumber and Timber, Untreated (Purlins)
MBFM 2.4 \$ _____ \$ _____

Unit Price in Words _____

522.2002 Structural Lumber and Timber, Untreated (Diagonal Counter Brace, Truss)
MBFM 0.4 \$ _____ \$ _____

Unit Price in Words _____

522.2003 Structural Lumber and Timber, Untreated (Diagonal Brace, Truss)
MBFM 0.1 \$ _____ \$ _____

Unit Price in Words _____

522.2004 Structural Lumber and Timber, Untreated (Vertical Posts, Truss)
MBFM 3.2 \$ _____ \$ _____

Unit Price in Words _____

522.2005 Structural Lumber and Timber, Untreated (Decking)
MBFM 1.5 \$ _____ \$ _____

Unit Price in Words _____

Bid Form

522.2006 Structural Lumber and Timber, Untreated (Floor Beams)
MBFM 1.5 \$ _____ \$ _____

Unit Price in Words _____

522.2007 Structural Lumber and Timber, Untreated (Sidewalk Floor Beams)
MBFM 1.2 \$ _____ \$ _____

Unit Price in Words _____

522.2008 Structural Lumber and Timber, Untreated (Truss Chords)
MBFM 1.5 \$ _____ \$ _____

Unit Price in Words _____

522.2009 Structural Lumber and Timber, Untreated (Lower Lateral Bracing Timbers)
MBFM 1.4 \$ _____ \$ _____

Unit Price in Words _____

522.2010 Structural Lumber and Timber, Untreated (Rafter Sisters)
MBFM 0.4 \$ _____ \$ _____

Unit Price in Words _____

522.2501 Structural Lumber and Timber, Treated (Bolster Beams)
MBFM 0.7 \$ _____ \$ _____

Unit Price in Words _____

522.2502 Structural Lumber and Timber, Treated (Miscellaneous)
MBFM 0.2 \$ _____ \$ _____

Unit Price in Words _____

522.2503 Structural Lumber and Timber, Treated (Timber Post and Handrail)
LF 36.0 \$ _____ \$ _____

Unit Price in Words _____

522.3001 Structural Lumber and Timber, Untreated (Siding)
MBFM 3.1 \$ _____ \$ _____

Unit Price in Words _____

LYNDON TAP TA23(20) 23F088

February 17, 2026

Bid Form

522.3002 Nonstructural Lumber and Timber, Untreated (Clap Boards)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

522.5001 Special Provisions (Timber Repair, Glue and Screw)
EA 25.0 \$ _____ \$ _____

Unit Price in Words _____

529.1501 Removal of Structure (Substructure Abutments)
EA 2.0 \$ _____ \$ _____

Unit Price in Words _____

529.1502 Removal of Structure (Superstructure - Timber)
EA 1.0 \$ _____ \$ _____

Unit Price in Words _____

541.2100 Concrete, Class A
CY 145.0 \$ _____ \$ _____

Unit Price in Words _____

602.2000 Dry Masonry, Granite Stairs
CY 4.0 \$ _____ \$ _____

Unit Price in Words _____

613.1001 Stone Fill, Type 1
CY 80.0 \$ _____ \$ _____

Unit Price in Words _____

613.1002 Stone Fill, Type 2
CY 75.0 \$ _____ \$ _____

Unit Price in Words _____

620.4500 Plank Rail Fence
LF 310.0 \$ _____ \$ _____

Unit Price in Words _____

LYNDON TAP TA23(20) 23F088
Bid Form

February 17, 2026

625.7000 Power Drop Stanchion
EA 1.0 \$ _____ \$ _____

Unit Price in Words _____

635.1100 Mobilization/Demobilization (10% +/-)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

649.3100 Geotextile Under Stone Fill
SY 600.0 \$ _____ \$ _____

Unit Price in Words _____

651.1500 Turf Establishment, General Seed
SY 230.0 \$ _____ \$ _____

Unit Price in Words _____

651.3500 Top Soil
CY 10.0 \$ _____ \$ _____

Unit Price in Words _____

651.4006 Grubbing Material, 6 Inch
SY 230.0 \$ _____ \$ _____

Unit Price in Words _____

653.1200 Straw Mulch
TON 0.2 \$ _____ \$ _____

Unit Price in Words _____

653.2002 Rolled Erosion Control Product, Type 1
SY 230.0 \$ _____ \$ _____

Unit Price in Words _____

653.3500 Stabilized Construction Entrance
CY 40.0 \$ _____ \$ _____

Unit Price in Words _____

LYNDON TAP TA23(20) 23F088

February 17, 2026

Bid Form

653.4701 Silt Fence Type 1
LF 400.0 \$ _____ \$ _____

Unit Price in Words _____

900.620 Special Provision (Wood Epoxy Repairs)
EA 25.0 \$ _____ \$ _____

Unit Price in Words _____

900.625 Special Provision (Staining and Sealing)
GAL 30.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Bridge Fire Alarm Detection System)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Rehabilitation, Transport and Re-erection of Covered Bridge
Superstructure)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Lighting and Electrical Installation)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Timber Coating, Fire Retardant)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Timber Coating, Termitecide/Insecticide/Fungicide)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Timber Coating, Paint)
LS 1.0 \$ _____ \$ _____

Unit Price in Words _____

900.675 Special Provision (Metal Roofing)
SY 545.0 \$ _____ \$ _____

Unit Price in Words _____

Total Base Bid \$ _____

Total Base Bid Written _____

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

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Signature

Title

Business Address

City

State

Date

ATTEST

(Name and Signature): _____

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

MBFM = Thousand Board Feet Measure

NOTICES TO BIDDERS

NOTICE TO BIDDERS – CONTRACT COMPLETION DATE. This Contract shall be completed on or before **April 30, 2027**.

In accordance with this requirement, and with reference to Subsection 108.08(b), work will be allowed during the seasonal closure period from: **November 15, 2026 to March 31, 2027**.

NOTICE TO BIDDERS – DAVIS-BACON. U.S. Department of Labor Davis-Bacon wage rates are applicable to this Contract. Copies of the applicable rates are included in this proposal.

In the included wage rates, the requirements of Executive Order 13658 and 14026 do not apply to this Contract.

NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.

(a) The Contractor shall maintain a safe access to all ramps and U-turns at all times during the construction of this project.

~~(b) During construction it will be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than **xx** feet. This paved width shall remain free of obstructions and obstacles at all times.~~

~~(c) The Contractor shall position Portable Changeable Message Signs at locations determined by the Engineer properly warning motorists of the roadway conditions ahead. As directed by the Engineer, these locations may change during construction as needs arise based on daily work activities. The message to be displayed shall be submitted to the Engineer in advance for approval. The displayed message should accurately reflect what motorists can expect to encounter through the project area. The cost of providing the Portable Changeable Message Signs will be paid for under Contract item 641.1500 or 641.1700, as applicable. The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the expected roadway surface conditions.~~

~~(d) Prior to final acceptance of the project, all drop inlets and bridge joints within the project limits shall be cleaned and all material within the drop inlets and bridge joints shall be removed. All paved areas adjacent to curbs shall be swept and cleaned of all extraneous material. Costs for this work will not be paid for directly, but will be considered incidental to all Contract items.~~

Notices to Bidders

(e) There are special events throughout the year that may require close communication and coordination between the Contractor and the municipality to reduce conflicts. The municipality will advise the Engineer and Contractor of the specifics of each event and the Engineer will direct the Contractor as to what actions, if any, will be necessary on the Contractor's part to minimize impacts to the event. Special events that may conflict with Contractor operations are not limited to those which may be listed in this Notice to Bidders. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around any listed or unlisted special events.

For more information about area special events, contact the following:

Lyndon, VT: Justin Smith
Municipal Administrator
Lyndon Town Office
119 Park Ave.
PO Box 167
Lyndonville, VT 05851

NOTICE TO BIDDERS – STAGING AND WASTE SITES. The Contractor is hereby notified that the Vermont Natural Resources Board has requested that VTrans contractors planning to use staging and waste sites governed by preexisting Act 250 permits notify District Coordinators prior to using these sites. Complying with preexisting Act 250 permits at these sites is the sole responsibility of the landowner and the Contractor, not the State.

NOTICE TO BIDDERS – SURFACE WATER WITHDRAWAL. The Contractor is hereby notified that the Vermont state law, Act 135 of 2022, requires any person withdrawing surface water (as defined in 10 V.S.A. § 1002 (20)) to register with and report the water withdrawal and usage to the Vermont Department of Environmental Conservation beginning January 1, 2023. Guidance can be found here: <https://dec.vermont.gov/watershed/rivers/streamflow-protection/act-135-surface-water-withdrawal-registration-and-reporting>

NOTICE TO BIDDERS – UTILITIES. The Contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage.

Employees or agents of 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 utilities.

Notices to Bidders

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.

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.

NOTICE TO BIDDERS – ENVIRONMENTAL COMMITMENTS. The Contractor is to follow the requirements found in the attached Environmental Commitments Memo.

NOTICE TO BIDDERS – PROHIBITION OF RUSSIAN GOODS. The Contractor is hereby notified that, pursuant to Vermont Executive Order No. 02-22, dated March 3rd, 2022, the purchase of Russian-sourced goods and goods produced by Russian entities (defined as institutions or companies that are headquartered in Russia or have their principal place of business in Russia) is prohibited. The awarded Contractor must fill out and sign the Executive Order 02-22 Vendor Certification as part of Contract awarding process.

NOTICE TO BIDDERS – CONCURRENT CONSTRUCTION. The Contractor is made aware of the following VTrans construction project(s) which are expected to be in progress within the area of this project during its construction.

TABLE 1 – CONCURRENT CONSTRUCTION PROJECTS

Project	Contractor	Anticipated Contract Completion Date
LYNDON ER P23-1 (710)	Unknown	Unknown

This list is not all-inclusive, and it is possible there may be other VTrans, municipal, or private construction projects within the area of this project during its construction. The Contractor shall coordinate construction schedules and traffic control with the work required for these projects. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around these or other projects.

NOTICE TO BIDDERS – STANDARD DRAWINGS. The Vermont Agency of Transportation Standard Drawings listed on the Index of Sheets are not included in the plan set, but may be found at the following address:
<https://vtrans.vermont.gov/cadd/downloads>

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO
SECTION 101 – DEFINITIONS**

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

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

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

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

CONSTRUCTION ENGINEER – Wherever the term Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Municipal Project Manager and/or Full Time Employee in Responsible Charge.

CONTRACT COMPLETION DATE - The calendar date specified in the Contract and as adjusted by Change Order when applicable, by which the Contractor shall achieve Substantial Completion.

CONTRACT –

The written agreement between the Municipality and the Contractor setting forth the obligations of the parties relative to the performance of the work. The Contract includes the Contract agreement, Contract Bonds, Project permits, Notices to Bidders, Contract Plans, Addenda, Standard Drawings, Special Specifications, the Standard Specifications for Construction, and any Supplemental Agreements or supporting documents that are required to complete the work in an acceptable manner.

CONTRACT BOND(S) –

The approved forms of security, signed, notarized and furnished by the Contractor and the Contractor's Surety or Sureties, guaranteeing complete performance of the Contract, compliance with the Contract, and the payment of all legal debts pertaining to the construction of the Project or work.

CONTRACTOR(S) –

The individual, partnership, firm, corporation, any acceptable combination thereof, or a joint venture which is a party to the Contract with the Agency which is undertaking the performance of the work under the terms of the Contract and

Notices to Bidders

acting directly or through its agent(s) or employee(s). The term “Contractor” means the prime Contractor as differentiated from a Subcontractor. All Contractors must be registered with the Vermont Secretary of State. The Contractor will act in an independent capacity and not as officers or employees of the State.

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

MATERIALS MANAGER – Whenever the term Materials Manager appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; DuBois & King, Inc.

REGIONAL CONSTRUCTION ENGINEER – Whenever the term Regional Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Town of Lyndon, Vermont.

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

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

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

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

ADD TO 101.02, DEFINITIONS, the following definitions:

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

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

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

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

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

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

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

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

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

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

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

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

OWNER – Town of Lyndon, Vermont.

PREQUALIFICATION:

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

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

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

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

Notices to Bidders

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

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

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

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

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO
SECTION 105**

105.11 CONSTRUCTION STAKES, Part (a) Initial Layout, (b) Permanent Marking Layout, and (c) Responsibility for Layout. Delete these paragraphs in their entirety and replace them with the following:

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

105.20 CLAIMS FOR ADJUSTMENT, section (g), Appeal to the Chief Engineer, part (3):

Delete part (g) (3) with no replacement.

**NOTICE TO BIDDERS - MUNICIPAL PROJECTS REVISIONS TO
SECTION 106**

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

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

Notices to Bidders

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

Delete the first sentence of the third paragraph and replace with the following:

Samples will be taken and testing performed by certified personnel of the testing firm in accordance with the requirements of the latest edition of the Vermont Agency of Transportation's Quality Assurance Program and Material Sampling Manual.

Modify the last sentence of the fourth paragraph to read as follows:

Copies of all test results shall be forwarded directly to the Resident Engineer and the Contractor by the testing firm.

**NOTICE TO BIDDERS - MUNICIPAL PROJECTS REVISIONS TO
SECTION 107.**

107.21(b) MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS. Delete the phrase "M-22-11" from the second sentence and replace it with the phrase "M-24-02".

**~~NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISION TO
SECTION 646.~~**

~~646.04(d) LAYOUT AND CONTROL.~~ Delete the first sentence of the first paragraph in its entirety and replace it with the following:

~~The Contractor shall be responsible for the layout for the permanent traffic markings as specified in Subsection 105.11(b).~~

~~Please see previous Notice to Bidders revising section 105.11(b).~~

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO
SECTION 656**

656.09 ESTABLISHMENT AND MAINTENANCE. Delete the third paragraph and replace with the following:

The Resident Engineer, Contractor, and a Town Representative shall inspect the plantings prior to final acceptance of the project. If any dead or dying plants are identified, these plants shall be replaced at the contractor's expense.

656.13 BASIS OF PAYMENT, Delete Part (b) and replace with the following:

(b) The remaining 20% of the Contract Unit Price shall be paid after the plantings have been inspected and accepted by the Resident Engineer and the municipality.

**NOTICE TO BIDDERS – MUNICIPAL PROJECTS REVISIONS TO
SECTION 728**

When material is supplied in accordance with Subsection 728.02(b) or Subsection 728.02(e), material in accordance with AASHTO M 180-18 may be substituted in place of material meeting AASHTO M 180-23.

Lyndon TAP TA23(20) 23F088
Sanborn (Centre) Covered Bridge Rehabilitation
Phase II
World Guide No. 45-03-05

SPECIAL SPECIFICATIONS/SPECIAL PROVISIONS

- | | |
|---------|--|
| 900.620 | Special Provision (Wood Epoxy Repairs) |
| 900.625 | Special Provision (Concrete Staining and Sealing) |
| 900.645 | Special Provision (Rehabilitating, Handling,
Transport and Re-erection of Covered Bridge
Superstructure) |
| 900.645 | Special Provision (Timber Coatings) |
| 900.645 | Special Provision (Fire Detection System) |
| 900.645 | Special Provision (Lighting and Electrical
Installation) |
| 900.675 | Special Provision (Metal Roofing) |

SPECIAL PROVISION

SECTION 900.620 WOOD EPOXY REPAIRS

1. DESCRIPTION. This work shall consist of removing deteriorated portions of existing wood members and repairing with an approved wood epoxy as detailed in the Plans and as directed by the Engineer.
2. MATERIALS. Epoxy for timber repairs shall be one of the following materials:

Product: West System® HOS epoxy resin with #207 special coating hardener
Manufacturer: Gougeon Brothers, Inc.
Tel.: (866)937-8797

Product: Primatrate with Flex-Tec
HV Manufacturer: Advanced Repair Technology, Inc. Tel.:
(607)264-9040

Product: WoodEpoxy System
Manufacturer: Abatron
Tel.: (800) 445-1754

Substitutions for the above after award shall be approved by the Resident Engineer.

3. GENERAL REQUIREMENTS. An acrylic pigment, approved by the manufacturer, shall be added to the epoxy that shall closely match the existing wood color.

A sample mock-up of the product shall be approved by the Engineer prior to use on the project.

4. CONSTRUCTION REQUIREMENTS. Sawcut $\frac{1}{8}$ inch deep around the perimeter of the repair area and remove $\frac{1}{4}$ inch beyond all deteriorated wood as directed by the Engineer. Do not overcut intersecting cuts. Manufacturer's recommendations shall be followed for curing, bonding, and temperature of application requirements.
5. METHOD OF MEASUREMENT. The quantity of Special Provision (Wood Epoxy Repairs) to be measured for payment will be the number of repairs performed in the complete and accepted work.
6. BASIS OF PAYMENT. The accepted quantity of Special Provision (Wood Epoxy Repairs) will be paid for at the Contract unit price for each. Payment will be full compensation for performing the work specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (Wood Epoxy Repairs)	Each

SPECIAL PROVISION
SECTION 900.625 CONCRETE STAINING AND SEALING

1. DESCRIPTION. This work shall consist of applying a tinted or pigmented acrylic stain and sealant system for the sealing and protection of concrete surfaces to achieve a dark gray appearance as indicated in the Plans and as directed by the Engineer.
2. MATERIALS. Coating systems shall be one of the following materials:

Product: H&C Hydro-Defend Super V Water Repellent and H&C Colortop
Manufacturer: H&C Products Group
Tel.: (800) 867-8246

Product: TK-290 Tri-Siloxane and TK-5272 Pigmented Stain
Manufacturer: TK Products
Tel.: (800) 441-2129

Product: Increte Concrete Stain Sealer
Manufacturer: The Euclid Chemical Company
Tel.: (800) 752-4626

Substitutions for the above after award shall be approved by the Resident Engineer.

3. SUBMITTALS. Four weeks prior to beginning the work, the Contractor shall submit between four and six color samples to the Engineer for approval. The Engineer will determine which, if any, of the samples are acceptable. If none of the samples are acceptable, then the Contractor shall repeat the process with four to six additional color samples.
4. APPLICATION. All surfaces that are to be stained and sealed shall be cured at least 30 days old and as required by the coating manufacturer. These surfaces shall also be cleaned as required by the manufacturer to remove any latency, dirt, grease, oil, efflorescence, paint, or other foreign materials and contaminants. Any solvent cleaning necessary shall meet the recommendations of the coating manufacturer.

Coatings shall be applied in accordance with the manufacturer's recommendations.

5. SURFACE PROTECTION. After application(s) of the sealer and/or stain, the concrete surfaces shall be protected as necessary in accordance with the manufacturer's recommendations.
6. ENVIRONMENTAL PROTECTION. During cleaning, surface preparation, and coating operations, the Contractor shall provide appropriate measures (such as suitable protective coverings) to protect the public, the bridge superstructure, work area, river, etc. from

cleaning and coating contamination due to drippings, spatter, wind-blown particles, falling objects, etc. The Contractor shall be fully responsible for property damage or personal injury which may result from operations incidental to sealing and staining concrete surfaces.

7. METHOD OF MEASUREMENT. The quantity of Special Provision (Concrete Staining and Sealing) to be measured for payment will be the number of gallons of stain applied in the complete and accepted work, measured to the nearest gallon.

Water repellent sealant (as required) will not be measured separately, but shall be considered incidental to the work.

8. BASIS OF PAYMENT. The accepted quantity of Special Provision (Concrete Staining and Sealing) will be paid for at the Contract unit price per gallon. Payment will be full compensation for furnishing, transporting, handling, and placing the material(s) specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Any apparatus, material, and labor not specifically mentioned herein which may be found necessary to complete or perform any portion of the work in a satisfactory manner and in compliance with the requirements implied or intended in these specifications shall be furnished by the Contractor at no additional cost to the Agency.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.625 Special Provision (Concrete Staining and Sealing)	Gallon

SPECIAL PROVISION

SECTION 900.645 REHABILITATING, HANDLING, TRANSPORT
AND RE-ERECTION OF COVERED BRIDGE SUPERSTRUCTURE

1. DESCRIPTION. This work shall consist of all necessary handling and transporting of covered bridge superstructure, as indicated on the plans, from its current work location, and subsequent re-erection of the rehabilitated superstructure at the covered bridge site. As directed by the Engineer, superstructure components at the work location shall be moved and re-erected as major components, such as whole trusses, and roof framing sections (rafters and cross beams).
2. MATERIALS. Except as otherwise specified in the Contract Documents, new steel and timber used in the work shall conform to Sections 506 and 522, respectively, and the AASHTO *Standard Specifications for Highway Bridges*. Material certifications need not be furnished for temporary steel and timber materials.
3. GENERAL. The roof members, trusses and roof framing, shall be temporarily supported or braced during the handling, transport, and re-erection/assembly of the covered bridge superstructure until it is sufficiently stable to warrant temporary support removal.

Where portions of the existing covered bridge superstructure or salvaged bridge components are to be reinstalled, they shall be safeguarded, cleaned, or otherwise prepared as shown on the Plans or in the Contract Documents and incorporated into the work as shown on the Plans and as directed by the Engineer.

The timber superstructure components shall be temporarily supported or braced during the rehabilitation of the covered bridge superstructure until they are sufficiently stable to warrant temporary support removal.

All temporary supports shall be removed prior to opening the bridge to all traffic.

All existing timber bridge components and new materials transported to the work location shall be kept in orderly piles, open stacked and on support blocks that provide uniform and adequate support (2 feet minimum between supports) and at least 3 feet off ground clearance. The ground area in the vicinity of the materials shall be level and cleared of grass, weeds and rubbish. Sorted members shall be separated with stickers arranged vertically over the supports so that air can circulate around all four sides of each member.

The top and all sides of stored timber components shall be covered with 1/2" thick plywood and moisture-proof covering. The covering shall adequately protect these materials from direct and blowing rain or snow while providing full circulation of air. Clear polyethylene film shall not be used. Fabricated material shall be stored in a manner that will prevent dimensional changes in the members prior to assembly.

4. SUBMITTALS. Construction drawings with associated details, procedures and calculations for blocking, bracing, realigning, straightening, cambering, handling and transporting, and re-erecting the superstructure members shall be prepared by a Professional Engineer (Structural or Civil) and submitted to the Construction Resident Engineer for approval in accordance with Section 105. Construction Drawings shall be submitted at least four weeks prior to the anticipated start of the work. No work represented by the Construction Drawings shall commence until the Construction Drawings have been approved.

The Contractor shall also submit a Critical Path Method (CPM) schedule for the proposed work. Paid under this item.

5. CONSTRUCTION REQUIREMENTS. The Contractor shall be responsible for the strength, capacity and performance of the construction method(s) employed.

Existing timber and lumber shall be accurately cut and configured to accommodate new timber members as shown in the Plans.

6. METHOD OF MEASUREMENT. The quantity of Special Provision (Handling, Transport and Re-erection of Covered Bridge Superstructure) to be measured for payment will be on a lump sum basis in the complete and accepted work.

7. BASIS OF PAYMENT. The accepted quantity of Special Provision (Rehabilitating, Handling, Transport and Re-erection of Covered Bridge Superstructure) will be paid for at the Contract lump sum price. Payment will be full compensation for preparing and submitting Construction Drawings, details, procedures and calculations as specified; for performing the work specified, including all liability for the structure being handled, transported, re-erected, blocked, and braced; and for furnishing all materials, labor tools, equipment and incidentals necessary to complete the work.

Partial payments will be made as follows:

- (a) An initial payment of 10% of the lump sum price will be paid upon approval of the Construction Drawings.
- (b) A second payment of 40% of the lump sum will be paid when the superstructure is re-aligned, straightened, plumbed, squared, and cambered.
- (c) A third payment of 40% of the lump sum will be paid upon re-erection of the superstructure at the site, onto the abutments.
- (d) The remaining 10% of the lump sum price will be paid when all work for this item is complete to the satisfaction of the Engineer.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Rehabilitating, Handling, Transport and Re-erection of Covered Bridge Superstructure)	Lump Sum

SPECIAL PROVISIONS

SECTION 900.645 - TIMBER COATINGS

1. DESCRIPTION. This work shall consist of the field cleaning and coating of new and existing timber members of a timber bridge with termiticide/insecticide/fungicide, fire retardant coatings, and paint coatings.

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

Insecticide/Fungicide.....708.05(b)
Fire Retardant.....708.05(c)

3. APPLICATION. Prior to application the Contractor shall determine if timber surfaces are sealed or unsealed to verify the coatings specified below. Usually, a painted or preservative treated finish surface is considered sealed and a natural bare surface is considered unsealed. All faces of the existing bridge members shall be coated in the following manner:

(a) General Application. Termiticide/insecticide/fungicide coatings shall be applied first and allowed to dry prior to applying fire retardant coatings.

The termiticide/insecticide/fungicide and fire retardant coatings shall be applied in accordance with the manufacturer’s recommendations and product labels. Coatings shall be applied to all bridge members following installation in the bridge. All field cuts shall be retreated as required.

The coatings shall not be subjected to freezing temperatures prior to curing.

It is mandatory that the Contractor obtain the services of a qualified technical advisor employed by the coating manufacturer to make at least one site visit at the start of the work to assist the Contractor and to verify the proper application of the coatings, or the applicator shall be trained and certified by the manufacturer as an authorized applicator of the coatings. In the latter case, the applicator shall show documentation of training and certification for the Engineer’s review and acceptance.

All termiticides/insecticides/fungicides used shall be applied by a Vermont Licensed Pesticide Applicator. The VTrans Pesticide Program Administrator shall be notified a minimum of seventy-two (72) hours in advance of the application(s). The licensed applicator shall report on a weekly basis to the VTrans Pesticide Program Administrator the quantities of termiticide/insecticide/fungicide used.

The applicator shall have on hand the product data sheets and materials safety data sheets for the coatings to be used prior to performing any work.

All coating applications shall be performed in a workmanlike manner, by experienced workers, in the manner recommended by the coating manufacturer and to the satisfaction of the Engineer.

- (b) Termiticide/Insecticide/Fungicide Application. All unsealed natural (i.e. bare) timber surfaces at the bearings (e.g. bolster beams and bearing blocks, end floorbeams and Truss Chord 2 for the length of the Bolster Beam) shall be cleaned and prepared as specified herein and shall receive an application of specified material. Areas around joints shall be coated generously by spraying.

Termiticide/Insecticide/Fungicide coating shall not be applied to the deck.

- (c) Fire Retardant Application. Interior Coatings are intended for unsealed interior surfaces not frequently exposed to moisture and sunlight. All interior unsealed natural (i.e. bare) timber surfaces (e.g. roof purlins, roof rafters cross beams, truss chords and web members, floorbeams, siding, upper and lower bracing, etc.) shall be cleaned and prepared as specified herein and shall receive one application of Interior Coating.

Exterior Coatings are intended for unsealed exterior surfaces. All exterior unsealed natural (i.e. bare) timber surfaces on the underside of the bridge (including truss chords and web members), floorbeams, exterior siding, siding returns and deck planks shall be cleaned and prepared as specified herein and shall receive one application of Exterior Coating.

- (d) Paint Application (Timber). Timber paint coatings are intended for unsealed surfaces. All exterior and interior unsealed natural (i.e. bare) timber surfaces on exterior portal siding and exterior bridge vertical siding, interior vertical sidewalk siding, sidewalk posts and sidewalk upper cross beams, shall be cleaned and prepared as specified herein and shall receive two (2) applications of paint (one prime coat, one finish coat).

Interior and Exterior paint coating (prime coat and finish coat) is intended as a primer/sealer and decorative coating for bare surfaces that are to be sealed with Fire Retardant Coating.

Color:

- White: All exterior and interior vertical board siding, sidewalk posts & upper cross beams, and portal trim
- Red: All portal clapboard siding

(e) Paint Application (Steel). Steel paint coatings are intended for all existing exposed steel hardware (rods, tie rods, bolt, nuts washers, lag bolts etc.). All existing exposed steel hardware shall be cleaned and prepared in accordance with the Steel Structures Painting Council (SSPC) Specification Sp-11: Power Tool Cleaning and receive two (2) applications of coal tar epoxy paint.

4. SURFACE PREPARATION. All timber surfaces to be coated shall be clean, dry, and free from all dirt, dust, oils, and other foreign contamination that would adversely affect the adhesion, performance, or appearance of the coatings. Solvent cleaning shall be used as necessary to remove oils or waxes, followed by a water rinse. Spent debris shall be collected. Cleaning and surface preparation shall meet the recommendations of the coating manufacturer. Alternate methods of cleaning, surface preparation, and collection of debris may be proposed.

5. SEASONAL LIMITATIONS. Coatings shall not be applied in the field between November 1st and April 15th unless authorized in writing by the Engineer.

Coatings shall not be applied when the air temperature is below 40°F or when the air is misty, or when, in the opinion of the Engineer, conditions are otherwise unsatisfactory for the work. Coatings shall not be applied upon damp or frosted surfaces.

Surfaces to be coated under cover shall have suitable temperature and humidity controls provided in damp or cold weather and shall remain under cover until dry.

Coating application shall not be performed when surfaces are so hot as to cause the coatings to blister and produce a porous surface film.

6. ENVIRONMENTAL PROTECTION. During cleaning and coating application, the Contractor shall provide appropriate measures (such as suitable protective coverings) to protect the public, the bridge structure, substructure, work area, river, etc. from coatings contamination and other damage due to the drippings, spatter, and wind-blown particles of coatings, as well as from falling objects, etc. The Contractor shall ensure that no coating is applied to the roof. The Contractor shall be fully responsible for property damage or personal injury which may result from operations incidental to field coating applications.

7. WASTE MANAGEMENT. All rubbish, spent coatings debris, and refuse of any kind resulting from the work shall be removed by the Contractor from the work area and adjoining premises during construction and upon completion of the work so as to leave the site in a condition satisfactory to the Engineer. During the progress of the work, the area shall be kept clean and clear of debris and waste

material.

8. METHOD OF MEASUREMENT. The quantities of Special Provision (Timber Coating, Fire Retardant), Special Provision (Timber Coating, Termiticide/Insecticide/Fungicide) and Special Provision (Timber Coating, Paint) to be measured for payment will be on a lump sum basis in the complete and accepted work for each item included in the Contract.

9. BASIS OF PAYMENT. The accepted quantity of Special Provision (Timber Coating, Paint Coating, Environmental Protection) will be paid for at the Contract lump sum price. Payment will be full compensation for all materials, labor, equipment, and incidentals necessary to protect workers, the public, and the environment from contamination due to construction operations performed under these specifications.

The accepted quantities of Special Provision (Timber Coating, Fire Retardant) and Special Provision (Timber Coating, Termiticide/Insecticide/Fungicide and Timber Coating [Paint Coating]) will be paid for at the Contract lump sum price. Payment will be full compensation for all materials, labor, equipment, services of the coating manufacturer's representative, and all incidentals necessary for the satisfactory performance of cleaning and painting work, as specified herein. The cleaning, surface preparation, and coating of the timber bridge shall include all materials, apparatus, and labor necessary to install, equip, and place into immediate operation the respective coatings specified in the Contract. Any apparatus, material, and labor not specifically mentioned herein which may be found necessary to complete or perform any portion of the work in a satisfactory manner and in compliance with the requirements implied or intended in these specifications shall be furnished by the Contractor at no additional cost to VTrans. This shall include all materials, devices, or methods particular to the apparatus or system furnished and installed by the Contractor.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
900.645	Special Provision (Timber Coating, Fire Retardant)	Lump Sum
900.645	Special Provision (Timber Coating, Termiticide/Insecticide/Fungicide)	Lump Sum
900.645	Special Provision (Timber Coating, Paint)	Lump Sum

SPECIAL PROVISION
SECTION 900.645 - FIRE DETECTION SYSTEM

1.1 SCOPE

- A. Requirements: The work to be performed shall consist of furnishing all material, installation, and testing of a fire alarm detection system for the Covered Bridge. The system shall be complete with a fixed temperature type linear heat detecting cable, controls, and accessories as specified herein. All equipment or components shall be listed by UL and or by Factory Mutual for the intended use.
- B. The work under this Contract shall, in general, involve, but not necessarily be limited to, the following:
1. Automatic Fire Detection System to provide detection of overheat within the bridge supporting structure, including bottom and top chords, decking, sides, roof area, and under bridge.
 2. Audible/visual alarms for personnel notification of alarm shall be located on the bridge at each end and spaced per NFPA guidelines at the interior of the structure.
 4. Digital dialer type transmitter for annunciation of the alarm and trouble signals to the monitoring company listed in Section 2.10. The Contractor is to arrange programming and installation of same and carry all back charges from Telephone Company and to Monitoring Services or to a location as determined by the Owner for this installation. NO EXTRA CHARGES WILL BE ALLOWED; and
 5. The Contractor to hire and pay for the services of the System Manufacturer's Technicians to test, calibrate, inspect, and place into service the system installed by the Contractor. The Contractor will carry such costs in his base bid. NO EXTRA CHARGES WILL BE ALLOWED.

1.2 BRIDGE PROTECTION

- A. The Fire Detection and Alarm System will provide automatic alarm when the presence of an overheat occurs within the supporting structure of the bridge, exterior, roof areas, or under bridge structure. The system shall be designed and installed to reduce the potential of a fire becoming a catastrophe, to minimize the impact on the environment, and to reduce the potential for loss of the historical covered bridge.

1.3 SYSTEM PHYSICAL DESCRIPTION

- A. The Fire Detection System shall consist of the following major features;
1. Fire alarm panel with audible alarm which receives line type heat detector input, system actuation, and digital dialer type transmitter for remote annunciation.
 2. Two-conductor, 190 degrees F. fixed temperature linear heat detection cable. Linear detection cable shall be suitable for outdoor use under severe ambient temperatures

and seasonal variations.

3. Cable terminations and zone termination shall be secured in the Fire Alarm Panel that is housed within the Controller Cabinet, which is a separate NEMA 3R aluminum pad mounted-style cabinet. The Fire alarm control panel shall be a NEMA 1 with batteries and heater.
4. Audible and visual alarm indicators shall be rated for weatherproof use and shall be located at each end of the bridge.
5. Electrical interface for the fire alarm control panel shall be 120 VAC, 60 Hz.

1.4 REFERENCED DOCUMENTS

- A. The following is a list of documents which are referenced in the body of this Specification:
 1. National Fire Protection Association (NFPA)
 - a. NFPA-70 National Electrical Code (NEC)
 - b. NFPA-72 National Fire Alarm Code
 - c. UL 521 Automatic Heat Detectors; and
 - d. UL 6 Rigid Metal Conduit
- B. All equipment shall also conform to other published standards and codes, which are generally recognized to be applicable to the work specified herein, including Underwriters' Laboratory Standard Number 521.
- C. Nothing in this Specification, including the invocation of certain specific standards, codes, or legislation, shall relieve the Contractor of his responsibility for compliance with the standards, codes, or legislation which are generally recognized to apply to the work specified herein.
- D. Any conflict between the above standards and codes and this Specification shall be brought to the attention of the Engineer for written resolution before delivery of any components.
- E. Approval must be obtained, in writing, from the Engineer to substitute other standards and codes.

1.5 REFERENCES

- A. NECA - Standard of Installation
- B. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated
- C. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies

- D. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80); and
- E. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing
- F. NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports
- G. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports
- H. NEMA AB1 - Molded Case Circuit Breakers
- I. ANSI/NFPA 70 - National Electrical Code

1.6 SUBMITTAL DATA

- A. The Contractor shall have the required submittal data package complete and transmitted to the Engineer for approval. A partial submittal package will not be accepted.
- B. The complete submittal data package shall consist of the Drawings, cuts, and any other information in such detail as necessary for the installation, operation, and maintenance of the equipment.
 - 1. Detailed drawings on cabinets, panels, and equipment provided.
 - 2. Details showing all engraving, identification, and name plates.
 - 3. Internal wiring diagrams for panels and enclosures.
 - 4. Schematic diagrams showing component placement and identification.
 - 5. Operation and maintenance manual.
 - 6. All details on electrical interface points with local utility company.
 - 7. Documentation verifying UL and FM approvals; and
 - 8. Bill of materials and spare parts lists.
 - 9. One year warranty statement for approval.
- C. In lieu of paper copies, one copy of each electronic (i.e. PDF format) submittal is to be emailed to the Engineer for review, comment, and approval.
- D. Approval by the Engineer shall not relieve the Contractor of the responsibility for correctness of drawings furnished by Contractor nor their compliances with the Specifications unless so stated at the time of approval.
- E. Contractor shall not commence work, which requires review of any submittals until receipt of returned submittals with an acceptable action. The contractor will not allow submittals without an acceptable action marking to be used for the project. The Engineer will review and comment on each submission and will only be for general conformance with the design concept of the Project and will be confined to general arrangement and compliance with

the Contract Documents. The Engineer's review will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, or coordination of trades or contractors. The acceptance of a separate item does not represent acceptance of an assembly in which the item functions. The Engineer's review and comments will in no way relieve Contractor of any of his responsibilities under the Contract.

1.7 DELIVERY AND STORAGE

- A. The Contractor shall be responsible for the care of all equipment and the facility until final acceptance by the Engineer. Storage of materials off-site during installation period shall be established by the Contractor.

1.8 PERSONNEL TRAINING

- A. Contractor has the responsibility for providing a one-day on-site training session for operating personnel from the local fire department, and the Town at no additional cost to the Owner. No exceptions allowed.

1.9 GENERAL REQUIREMENTS

- A. Each fire detection and control system shall include, but not necessarily be limited to, one local FACP (Fire Alarm Control Panel), output circuits, alarm indicating circuits, linear detection zone circuits, and all accessories required to provide a complete operating system meeting the requirements of these Specifications. The Fire Detection System shall interface with the respective Mutual Aid Systems or other selected location as determined by the Owner via digital dialer type enclosed within the Fire Alarm Control Panel.
- B. The Contractor shall furnish and install the Fire Detection and Control System as set forth in this Specification. The Contractor shall also inspect, calibrate, test, and place into service the Fire Detection and Control System upon completion of installation. The Contractor to hire and pay for the services of System Manufacturer's Technicians to perform this inspection, calibration, testing, etc., at NO extra charge to the Owner.
- C. All equipment shall be new and shall be of industrial first grade quality as to material and workmanship in accordance with best engineering practice. All equipment shall be UL and/or Factory Mutual approved. The equipment shall be manufactured by Protectowire Company and the Control Equipment shall be a Firesystem 2002 with 2 supervised circuits, battery charger status meter, SPDT relays by zone, auxiliary power supply, external key operating function, internal thermostatically controller strip heater (as required by manufacturer), gel-cell battery enclosure with (2) 12Volt 18AH batteries complete with internal thermostatically controller strip heater and enclosure or approved equal.
- D. The Contractor shall coordinate installation and testing of the system with the Town's monitoring company and any specific requirements that they may have.

MATERIALS/REQUIREMENTS

2.1 SYSTEM REQUIREMENTS

- A. Provide a detailed layout for the cables, provide all equipment, materials, labor, etc.,

required for a complete functionally integrated system as specified herein.

- B. Install a complete heavy duty, outdoor approved, Fire Detection and Control System with electrically supervised, Class B, non-coded circuitry. This system shall include, but not necessarily be limited to: local alarm fire control panel, 110 VAC power supply, 24 VDC battery backup for 24 hours, 2-wire, digital type, linear heat detection cable suitable for severe weather variations, audible output circuits, alarm indicating circuits, minimum 10 inch diameter alarm bells, and all necessary components required to provide a complete, operating system meeting the requirements of this Specification.
- C. The system shall operate as specified in an environmentally wide variation of seasonal temperatures and weather conditions. Any adjustments required to achieve this shall be at the Contractor's expense.

2.2 CONTROL PANEL

- A. The Fire Protection Control Panel shall operate from a 3-wire, 120 VAC supply and internal 24 VDC back up battery; all power connections, whether AC or DC, shall be separately fused within the control panel. Battery cabinet shall contain thermostatic strip heater for severe weather operation.
- B. Control panel shall include lights to indicate system power (green), trouble (yellow), and red (alarm).
- C. The system shall be capable of operating 2-wire, Class B, linear heat detector circuits terminated with end-of-line supervisory devices open contact detector circuits per manufacturer's recommendations, in addition to the linear detector series loop.
- D. The system control panel shall have the required detection zone(s) to accept linear heat detection cable and normally open devices. Control panel, associated circuitry, and linear heat detection cable shall be of the same manufacturer, approved as a system.
- E. Audible device(s) shall sound within the control panel for alarm or trouble. The device(s) shall have (2) distinct sounds (one for trouble and one for alarm) and shall be silenced by the acknowledge/silence switch. Adequate power shall be provided within the panel to sound external alarms (bells, horns, strobes) which are to activate in event of alarm or trouble. Any alarm shall override any trouble condition.
- F. The fire detection control panel will be located within an enclosure provided by the Contractor as indicated on the Drawings. All conduit connections to the panel shall be moisture sealed.
- G. Shall report a device or component failure, such as an open or short circuit, by both audible and visual trouble signals.
- H. Shall report any device immediately when it is removed from an initiating or output circuit by both audible and visual trouble signals. Battery supply shall incorporate a supervised battery monitor circuit to alarm if batteries are removed. Any quantity of detection devices and zone(s) can be in alarm at any time, up to the total number connected to the system.
- I. The control panel shall include a lamp test switch to test all visual panel indicators. The

lamp test switch shall not activate alarm or trouble circuitry.

- J. All circuit modules shall be hard mounted to the panel inner frame in a manner to prevent loosening, shall be placement supervised and replaceable.
- K. All wiring shall be adequately sized based on current carrying capacities set forth by the National Electrical Code.
- L. The fire alarm control panel shall contain a circuit for determining a ground fault in the detection or panel wiring.
- M. Contractor to provide (2) heavy duty type locks with (3) sets of keys for each enclosure, both locks to be keyed alike.
- N. Each control panel and battery box shall have an electric heater and thermostat, 120 VAC, 200 Watts. Thermostat shall open at 50 degrees F and close at 30 degrees F.
- O. All faces of the control panel enclosure shall have 1 inch of rigid foam installation securely attached. All gaps shall be filled with foam or fiberglass insulation.

2.3 AUXILIARY RELAY CONTACTS

- A. There shall be (1) pair of heavy duty auxiliary relays, or equivalent circuitry, provided in the fire detection control panel for alarm and trouble signaling to external devices, if required.
- B. Auxiliary relays shall be field convertible from N.O. to N.C., one-half all spare contacts will be supplied in N.O. configuration, and one-half shall be N.C.

2.4 POWER SUPPLY

- A. System operating and supervisory power shall be from a 3-wire, 120 VAC supply per NFPA - 72. Contractor responsible for supplying or arranging any special voltage transformer, constant voltage power supply that may be required for proper operation. Contractor to make arrangements with local utility company for use of available power, as indicated on Drawings.
- B. Standby power shall be 24 VDC supply provided by sealed lead acid, maintenance-free batteries. Batteries shall be located within a separate surface mounted NEMA enclosure, as required. Standby power shall meet the requirements of NFPA-72 Local System for 24 hours of operation on battery standby, followed with a 5 minute operation of the alarm circuit, common panel alarm, and all audible alarms.

2.5 DIGITAL METER/POINT LOCATOR

A digital meter shall be mounted in the control panel to locate the heat actuated point on the line heat detector. This meter shall be calibrated directly in feet of line heat detector so that an operator may be able to determine the linear distance of detector from the beginning of the line heat detector, in the detection circuit, to the actuated point.

2.6 LINEAR HEAT DETECTOR

- A. Line heat detector shall be approved field spliceable fixed-temperature sensing elements comprised of (2) current carrying wires held separated by that sensitive insulation for detection.
- B. Line heat detection circuit shall terminate in a NEMA-4X fiberglass zone box. Zone box shall have engraved label, black letters on white background to indicate zone and panel number. End-of-line portion of zone box shall have supervisory device and a test button inside in addition to required terminal strip. Tamperproof screws/bolts shall be used to hold covers on E.O.L. devices.
- C. The Contractor shall verify that the lengths of linear heat detector circuits do not exceed the limits prescribed by the manufacturer of the control panel. The linear heat detector alarm temperature rating shall be 190 degrees F. The line heat detector circuits with the above temperature rating shall be run throughout the protected areas of the bridge supporting structures, and underneath decking.
- D. Line heat detector shall be fastened as required to maintain tautness by mounting hardware recommended by the line heat detector manufacturer using stainless steel mounting clips and staples.
- E. A zone line heat detector shall begin at the zone box and pass through bolster plates, under deck chords, up vertically to the underside of guard rails, along top chord ridges, and lengthwise to each end of the roof area in (3) loops. Equal coverage will be provided at each end of the structure. The undercarriage will be provided at each end of the structure. The undercarriage of the bridge shall also be covered by the line heat detector.
- F. Do not run heat detector wire longitudinally from floor beam to floor beam. All heat detector wire under the bridge shall run transverse to traffic across the bottom face of the beam.

2.7 AUDIBLE/VISIBLE DEVICES

- A. Each system shall be provided with a horn/strobe unit mounted where shown on Drawing. Unit shall be activated when system is in alarm.

2.8 WIRE AND CABLE

- A. Wire and Cable for 120V power and Fire Alarm audible/visual wiring.
 - 1. Description: Single conductor insulated wire
 - 2. Conductor: Copper
 - 3. Insulation Voltage Rating: 600 volts
 - 4. Insulation: ANSI/NFPA 70, Type THHN/THWN or XHHW
 - 5. Provide #12 AWG copper conductors in 3/4" conduit, minimum, unless specified otherwise or required by the NEC. Utilize #10 AWG for all lighting circuits.

6. No Type NM cable shall be used in this project.

B. Linear line detector

1. Provide wiring as supplied by the system manufacturer.

2.9 CONDUIT

A. CONDUIT REQUIREMENTS

1. Size as specified on Drawings.

2. Underground Installations:

a. More than five feet from foundation or pole: Use rigid steel conduit or Schedule 80 PVC conduit.

b. Within five feet from foundation or manhole wall: Use rigid steel conduit.

c. Exposed and Outdoor Locations, Above Grade: Use galvanized rigid steel conduit.

d. Sweeps and bends: Use galvanized rigid steel fittings up into equipment, at bottom of pole and for all changes in conduit direction more than 10 degrees.

3. Exposed: Use rigid metal conduit painted brown with an approved painting method.

B. RIGID METAL CONDUIT

1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.

2. Rigid Steel Conduit: ANSI C80.1.

3. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.

C. LIQUIDTIGHT FLEXIBLE METAL CONDUIT

1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.

2. Description: Interlocked steel construction with PVC Jacket.

3. Fittings: ANSI/NEMA FB 1.

D. NONMETALLIC CONDUIT

1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.

2. Description: NEMA TC 2; Schedule 80 PVC, DB Grade PVC.

3. Fittings and Conduit Bodies: NEMA TC 3.

F. CONDUIT SUPPORTS

1. Conduit clamps, straps, and supports - Steel or Malleable Iron.

2.10 WIRING CONNECTORS

A. Connectors shall be as specified by manufacturer of cable for that use.

B. Install connectors in accordance with the National Electrical Code and standard industry practice.

2.11 GROUNDING

A. ROD ELECTRODE

1. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years experience.

2. Material: Copper.

3. Diameter: 5/8 inch.

4. Length: 8 feet.

B. EXOTHERMIC CONNECTIONS

1. Manufacturers

a. CADWELD; or approved equal

C. WIRE

1. Material: Stranded copper.

2. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

2.12 JUNCTION BOXES

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years experience.

B. Junction Boxes shall be as specified on the Drawings:

1. NEMA – Type “4X” for end-of-line device, size as required.

2. NEMA 3R for test switch and Protectowire splice boxes, size as required.

CONSTRUCTION REQUIREMENTS

3.1 MATERIALS

- A. Contractor shall be responsible for verifying in the field the actual quantities required. The Contractor shall obtain a complete list of required devices from the Manufacturer.
- B. All materials which the Contractor orders for this job and are left over after construction shall be turned over to the Town. This equipment shall be neatly boxed and stacked and delivered to the Town maintenance offices.
- C. Digital dialer for alarm/trouble transmission to local mutual aid system via monitoring services and shall be provided and connected with all charges for service for connection for the month following substantial completion of the contract paid by this Contractor. This shall include all costs for the telephone company connection. All costs shall be included in Base Bid.
 - 1. The digital dialer shall be listed for fire alarm installations.
 - 2. The dialer shall be programmed to test phone line daily.
 - 3. Two phone lines shall be provided for connection to the automatic dialer.

3.2 INSTALLATION

- A. Install products in accordance with manufacturers instructions.
- B. All 120 V wiring shall be in conduit.
- C. Pull all conductors into raceway at same time.
- D. Protect exposed cable from damage.
- E. Use suitable cable fittings and connectors.
- F. Neatly train and lace wiring inside boxes and equipment.
- G. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- H. Route exposed conduit parallel and perpendicular to beams.
- I. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes, and for fastening conduit to sheet metal boxes in damp or wet locations.
- J. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- K. Install UL labeled expansion fittings complete with grounding jumpers where conduits cross expansion joints, and where metal conduit straight run exceeds 200'. All expansion

couplings shall have copper bonding conductions sized in accordance with the National Electrical Code.

- L. Provide grounding in accordance with the NEC.
- M. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- N. Install boxes in accordance with NECA "Standard of Installation."
- O. Install boxes in locations as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- P. Paint all exposed conduit, boxes, fittings, supports, etc. with two coats of enamel paint, color to match bridge paint.
- Q. Orient boxes to accommodate wiring devices oriented as specified.
- R. Support boxes independently of conduit.
- S. Provide junction boxes as called for on the Drawings. Junction boxes shall be sized in accordance with the National Electrical Code requirements and as recommended by the fire detection system manufacturer. Provide a strip heater in the junction box as recommended by the fire detection system manufacturer.
- T. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.3 FIELD QUALITY CONTROL

- A. Perform field inspection and testing.
- B. Inspect wire for physical damage and proper connection.
- C. Verify continuity of each branch circuit conductor.
- C. Provide panel board directory correctly identify breaker(s) feeding the equipment required.

3.4 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

METHOD OF MEASUREMENT

- 4.1 Bridge Fire Alarm Detection System shall be measured as a Lump Sum.

BASIS OF PAYMENT.

- 5.1 The accepted Bridge Fire Alarm Detection System will be paid for at the contract lump

sum price complete in place.

- A. Cost to hire System Manufacturer's Technicians to test, calibrate, inspect, and place system into service shall be subsidiary.
- B. All charges from Utility Company(s), Fire Department, Police Department, System Manufacturer, Telephone Company installation costs, and Monitoring shall be subsidiary.
- C. Training costs shall be subsidiary.

Pay item and unit:

900.645 Special Provision (Bridge Fire Alarm Detection System) Lump Sum

END OF SECTION

SPECIAL PROVISION
SECTION 900.645 LIGHTING AND ELECTRICAL INSTALLATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The work required of this Special Provision shall include all labor, materials, equipment, plant, transportation and all necessary and related items required to provide complete and satisfactory operating electrical systems for the project. Install new electrical systems including but not limited to: electrical and telephone service, power distribution, lighting, lighting controls, electrical devices and receptacles, power panel, controller cabinet, electrical conduits, underground conduits, wiring, branch circuits, grounding, and related power systems for the bridge.
- C. The work in general includes, but is not limited to, the following:
1. Wire and Cable.
 2. Wiring devices, raceways, boxes and fittings.
 3. Conduits for power and for telephone service.
 4. In-ground pull boxes and underground conduit systems.
 5. Service entrance meters and main breaker.
 6. Power panel and circuit breakers.
 7. Branch circuits for lighting and receptacle circuits for electrical equipment.
 8. Lighting fixtures.
 9. Lighting contactor and photocell.
 10. Grounding and bonding
 11. Receiving, handling and storage of all equipment required of this Special provision.
 12. Mounting of equipment furnished by other trades, if so designated.
 13. The final testing and adjustment of all electrical systems and equipment to demonstrate proper function, control and interlock.
 14. All minor and related items and accessories to make each system complete in all respects.
- D. Drawings: contract drawings for electrical work are in part diagrammatic, intended to convey scope of work and indicate the general arrangement of equipment. Electrical trade shall follow these drawings in laying out their work, consult general construction drawings to familiarize themselves with conditions affecting their work, and shall verify spaces in which their work will be installed by measurements on the job. Do not scale drawings.
- E. Contractor shall coordinate with utilities and pay all fees related to the new services.
- F. Coordination with local fire department and the State of Vermont Division of Fire safety prior to installation of any fire alarm devices.
- G. Complying with requirements of all codes and regulatory agencies.

H. Arranging for and paying all fees for permits and observations.

1.02 COORDINATION WITH UTILITY COMPANY

- A. The public service company is: Lyndon Electric Department, 119 Park Avenue Lyndonville VT 05851.
- B. Work under this section shall be closely coordinated with related work of the local utility company and shall be in accordance with requirements set forth hereby.
- D. Submit Drawings and Specifications indicating work to be accomplished and obtain approval from the local utility company.

1.03 REFERENCE STANDARDS

- A. Electrical work shall conform to all requirements of:
 - 1. National Electric Code NEC
 - 2. State Building Codes.
 - 3. Local ordinances and regulations.
 - 4. NFPA Fire Codes, current edition.
 - 5. Underwriters' Laboratories standards.
 - 6. Local utility company requirements.

1.04 QUALITY ASSURANCE

- A. Codes and standards
 - 1. Comply with National Electrical Code requirements for electrical materials and installations.
 - 2. Keep copy of national electrical code in field office for duration of project.
 - 3. In each case, codes are minimum requirements.
- B. The Contractor shall submit proof that the items which he proposes to furnish under this specification conform to the standards of Underwriters Laboratories, Inc. (UL), Factory Mutual Engineering Corp. (FM) or Warnock Hersey Inc. (WH). The labels of these three organizations shall be accepted as conforming to this requirement.
- C. Qualifications of installers:
 - 1. For the actual fabrication, installation and testing of the work of this Section use only thoroughly trained and experienced personnel who are completely familiar with the requirements for this work and with the installation recommendations of the manufacturers of the specified items. Contractor shall be one that is regularly engaged in this type of work.
 - 2. In the acceptance or rejection of the installed electrical system, no allowance will be made for lack of skill on the part of installers.
 - 3. The Contractor shall not be relieved from complying with any of the requirements of the Specifications or Drawings which may be in excess of and not contrary to the requirements of the above mentioned rules.

1.05 SUBMITTALS

- A. Submit complete catalog information and shop drawings for all materials and equipment. Copies of all documents shall be provided to the CONSTRUCTION MANAGER (CM) for

approval (number of copies per submittals section). In general, those items include but are not limited to the following:

1. Panel and circuit breakers.
 2. Controller Cabinet.
 3. Lighting Fixtures and contactor/photo cell.
 4. Wire and cables.
 5. Conduits.
 6. Wiring devices including receptacles.
 7. Meter socket and main breaker.
 8. Ground rods and connectors.
- B. All shop drawings shall be checked for accuracy and contract requirements before the submittal to the Engineer. Shop drawings shall bear the signature of the Contractor and date checked, and shall be accompanied by a statement that the Drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted by the Contractor will be returned to him without approval.
- C. The Engineer's review will be only for conformance with the design concept of the project and compliance with the Specifications and Contract Drawings. The Engineer's approval shall in no way relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship required by the Contract Drawings and Specifications which may not be indicated on the shop drawings.
- D. Right to Reject: Unless otherwise expressly provided in the Contract Documents the means and methods of construction, including all safety procedures, shall be such as the Contractor may choose, subject however, to the Engineer's right to reject means and methods proposed by the Contractor which (1) will constitute or create a hazard to the work, person(s) or property or (2) will not produce finished work in accordance with the terms of the Contract. The right to reject shall not, in any way, be construed or interpreted as acceptance or control of means and methods by the Engineer and/or his representative.
- F. Contractor's Obligations: The Engineer's rejection of the Contractor's means and methods or construction, or the Engineer's failure to exercise his right to reject such means or methods, shall not relieve the Contractor of his obligation to accomplish the result intended by the Contract: nor shall the retention of such right-to-reject create a cause of action for damages due to exercise, or failure to exercise, such rights.

1.06 SUBSTITUTIONS

- A. No substitutions shall be made without written approval from the Engineer/Owner.
- B. Submit complete information to demonstrate that proposed substitution is equal in construction and performance to the specified item. Otherwise, the substitution will be rejected. Samples shall be submitted if requested.
- C. The Contract price addition or deduction shall be indicated.

- D. The Contractor is responsible for insuring that substitute items will fit into available space and for any extra charges by other trades.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect electrical system materials before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: in the event of damage, immediately make all repairs and replacements necessary to the acceptance of the engineer and at no additional cost to the owner. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the engineer at the cost and expense of the contractor, or shall be replaced by the contractor at his own expense.
- C. Protect the work of other trades. Restore any damage caused to other trades to the condition existing prior to damage at no additional cost to the owner.
- D. Investigate each space in the building through which equipment must pass to reach its final location. If necessary, the manufacturer shall be required to ship his material in sections sized to permit passing through such restricted areas in the building.

1.08 PROJECT CONDITIONS

- A. Project description:
 - 1. The project is to provide all electrical equipment necessary to provide a complete and working system. Provide all labor, materials, equipment, appliances and tools and perform all work necessary for the complete execution of the electrical work as shown on the Drawings, required by the Specifications and work not specifically shown or specified, yet required to insure proper and complete operation of all systems and to satisfy the design intent inherent in the Work and to comply with all applicable codes and regulations.
- B. Existing conditions:
 - 1. Prior to all work of this Section, carefully observe the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that the electrical installation may be made in complete accordance with all pertinent codes and regulations and the design. In the event of discrepancy, immediately notify the Engineer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 - 3. Verify sizes and ratings of motors and other electrically operated devices supplied by others.
- C. Coordination:
 - 1. Coordinate the installation of electrical items with the schedules for work of other trades to prevent unnecessary delays in the total work.
 - 2. Any changes shall be done at the Contractor's expense.

3. Where electrical items are shown in conflict with locations of structural members and mechanical or other equipment, furnish and install all required supports and wiring to clear the encroachment.
- D. Accuracy of data:
1. The Drawings are diagrammatic and functional only, and are not intended to show exact circuit layouts, number of fittings, or other installation details.
 2. Locations are approximate only and field measurements govern. Where conflicts or interferences occur, consult with Engineer before installation.

1.09 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term 'indicated' refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as shown, noted scheduled and specified are used it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as directed, requested, authorized, selected, accepted, required and permitted mean directed by the Engineer, requested by the Engineer and similar phrases.
- D. Accept: The term accepted, when used in conjunction with the ENGINEER'S action on the CONTRACTOR'S submittals, applications and requests, is limited to the ENGINEER'S duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term Regulations includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term 'furnish' is used to mean 'supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation and similar operations.'
- G. Install: The term install is used to describe operations at the Project Site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: an installer is the contractor or another entity engaged by the contractor, either as an employee, subcontractor, or contractor of lower tier, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term experienced, when used with the term installer, means having a minimum of five previous projects similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 2. Trades: using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of

a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

- J. Owner: the term owner is used to mean the owner of the project.
- K. Remove: the term remove means to take away, to extract, do away with and eliminate from the project site. All removed materials, hardware, equipment, devices, poles and related items shall be disposed of in an accepted and legal manner.
- L. Testing laboratories: a testing laboratory is an independent entity engaged to perform specific observations or tests, either at the project site or elsewhere, and to report on and, if required, to interpret results of those observations or tests.

1.10 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different but apparently equal and uncertainties to the ENGINEER for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction of the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed for performance of a required construction activity, the CONTRACTOR shall obtain copies directly from the publication source.

1.11 WARRANTY

- A. Guarantee all work performed and materials and equipment installed to the full extent required by the Drawings and Specifications to be free from inherent defects of material and workmanship for a period of one (1) year from the date of final acceptance.
- B. Replace any material and equipment prior to the final acceptance which is corroded or otherwise damaged through the mechanical contractor's failure to properly operate and maintain the installation during construction or retesting.
- C. Keep the work in repair and replace any defective materials, equipment or workmanship upon notice from the Owner's representative for a period of one year from date of acceptance.
- D. Consider defective all material or equipment requiring excessive service during the first year of operation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and equipment shall be listed by underwriters' laboratories, or other osha accepted testing laboratory, unless it can be demonstrated that no ul standards exist for a specific item or class of equipment. Electrical equipment shall be heavy duty industrial grade or federal specification grade or better. Residential or commercial grade products will not be accepted. All other materials, not specifically described but required for a complete and operable electrical installation, shall be new, first quality of their respective kinds, specification grade or better, and as selected by the contractor subject to the approval of the engineer. Rough in and make final connections of electrical to all equipment furnished under other sections
- B. All other materials, not specifically described but required for a complete and operable electrical installation, shall be new, first quality of their respective kinds, and as selected by the contractor subject to the acceptance by the engineer. The engineer reserves the right to reject any submittal which contains equipment from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- C. Locate all equipment which must be serviced, operated, or maintained in full accessible positions. Equipment shall include but not be limited to motors, controllers, switchgear and panels.

2.02 INTERCHANGEABILITY

- A. In all design and purchasing, interchangeability of items of equipment, subassemblies, parts, and other items is essential. For ease of maintenance and parts replacement, all similar items shall be of the same manufacturer, type, model and dimensions.

2.03 ACCESSIBILITY

- A. Verify the sufficiency and the size of spaces for the proper installation of the work. Coordinate and cooperate with all other trades whose work is within the same space. Coordinate clearance requirements among various pieces of equipment that will be installed in close proximity with one another to eliminate equipment conflicts and interference.
- B. Locate all equipment which must be serviced, operated, or maintained in full accessible positions. Equipment shall include but not be limited to motors, controllers, switchgear and panels. Coordinate and cooperate with all other trades whose work is within the same space N.E.C. Code clearances shall be maintained at all times and shall be considered the minimum clearances allowed.

2.04 CONNECTIONS TO EQUIPMENT AND FIXTURES

- A. Rough-in and make final connections of electrical to all equipment furnished under other sections. Connections shall include necessary disconnect switches, etc. CONTRACTOR shall obtain accepted rough-in drawings for equipment before starting work. Rough-in work done without accepted drawings shall be relocated at Contractor's expense.

2.05 PAINTING AND CLEANING

- A. Metal surfaces (conduit, hangers, supports, etc.) exposed to outdoors shall be given two (2) coats of an approved rust inhibiting paint by the installing CONTRACTOR per manufacturer's instructions where the ends of metal framing (i.e., slot tubing and supports) and those hangers that are galvanized and have been cut or have the galvanizing removed or damaged. No painting is required for stainless steel.
- B. Material embedded in concrete need not be painted. Conduit protruding through concrete pads shall be plastic at the point of breach. Conduit, supporting steel structures, sleepers, unistrut supports and frames, hardware, straps and bolts, etc. installed at the building exterior shall be HD galvanized or be constructed of stainless steel. This applies to all electrical steel products at the building exterior.

2.06 CIRCUIT BREAKER PANELBOARD

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories::
 - 1. Square D
 - 2. Eaton Corporation; Cutler-Hammer Products.
 - 3. General Electric Co.; Electrical Distribution & Protection Div.
 - 4. Siemens Energy & Automation, Inc.
- B. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Division 16 Section "Electrical Supports and Seismic Restraints."
- C. Enclosures: Surface-mounted cabinets. NEMA PB 1, Type 1.
- D. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
- E. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
- F. Directory Card: With transparent protective cover, mounted in metal frame, inside panelboard door.
- G. Phase and Ground Buses: Material: Hard-drawn copper, 98 percent conductivity.
- H. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box. Conductor Connectors: Suitable for use with conductor material.
- I. Main and Neutral Lugs: Mechanical type.
- J. Ground Lugs and Bus Configured Terminators: Compression type.
- K. Panelboard short-circuit rating shall be fully rated to interrupt symmetrical short-circuit current available at terminals.
- O. For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

2.07 WIRING AND CABLING

- A. Branch circuit wiring in conduit shall be type THHN-THWN, 600V copper, UL Listed. Minimum size: #12 AWG with ground. Wiring larger than #8 shall be stranded. All wiring shall be in conduit RGS (exterior) and PVC (underground).
- B. Bridge mounted exterior exposed conduit shall be RGS conduit

- C. Conduit underground shall be schedule 80 PVC.
- D. Splices for #10 AWG and smaller wire shall be wire nut type and solderless lugs for # 8 AWG and larger. UL listed for application.
- E. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - 1. Color shall be factory applied.
 - 2. Colors for 120.240V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Neutral: White
 - d. Switch leg - Other than phase wire color
 - e. Ground - Green, if insulated
- F. Pull and junction and boxes:
 - 1. Pullboxes and junction boxes: Metal or nonmetallic type construction, conforming to National Electrical Code, with screw-on or hinged cover, size and locate boxes as required.
 - 2. Enclosure types shall be used as follows:
 - a. NEMA 1 - Interior of controller cabinet, dry.
 - b. NEMA 3R - Exterior wet locations on outdoor structures where moisture is present, enclosures are to be constructed of stainless steel or painted aluminum.

2.08 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 - 1. Outdoor Locations: NEMA 250, Type 3R.

2.09 LIGHTING FIXTURES

A. All Luminaires

- 1. Comply with IES LM-79-08 Approved Method for measuring lumen maintenance of LED light sources and with IES LM-80-08 Approved Method for electrical and photometric measurement of SSL product.
- 2. LED arrays shall be sealed, high performance, long life type; minimum 70% rated output at 50,000 hours. (L70)
- 3. LED luminaires shall deliver a minimum of 80 lumens per watt.
- 4. Drivers shall be solid state and accept 120 through 277 VAC at 60 Hz input.
- 5. LED color temperatures: 2700 K as specified on the fixture schedule.
- 6. Luminaire manufacturers shall adhere to device manufacturer guidelines, certification programs, and test procedures for thermal management

B. Power Supplies and Drivers

- 1. Power Factor: 0.90 or higher
- 2. Output operating frequency: 60Hz.
- 3. Interference: EMI and RFI compliant with FCC 47 CFR Part 15.
- 4. Total Harmonic Distortion Rating: 20% Maximum.

- C. The LED lighting fixture shall carry a limited 5-year warranty minimum for LED light engine(s)/board array, and driver(s).
- D. All LED fixture submittals shall include the "Lighting Facts" sheet.

2.09 GROUNDING

- A. Work included:
 1. Furnishing power system grounding.
 2. Installation.
 3. Provide and install each electrical grounding system with assembly of materials required for complete installation including wires/cables, connectors, lugs, clamps, ground rods, bonding jumpers and accessories.
 4. Provide and install electrical connectors, lugs, clamps, bonding jumpers and accessories as recommended by the respective manufacturer for the particular application, unless other indicated.
- B. Grounding and bonding execution:
 1. Install bonding jumper for flexible metal conduit unless fittings are accepted for grounding or otherwise comply with N.E.C.
 - a. Size jumper to match over-current device.
 - b. Green insulation.
 - c. Connect to grounding bushing at each end.
 2. Ensure that entire electrical system is electrically continuous and permanently and effectively grounded, including all electrical equipment and motors.

2.10 SUPPORTING DEVICES AND LABELS

- A. Galvanized conduit clamps. Do not use perforated pipe straps.
- B. Anchor Methods:
 1. Solid masonry: accepted stainless steel expansion anchors or preset inserts. Rawl or Diamond Manufacturer or equal.
 2. Metal surfaces: galvanized machine screws, bolts, or welded studs.
 3. Concrete surfaces: Self-drilling stainless steel anchors or power-driven studs. Star, Diamond or Rawl Manufacturer or equal.
 4. Comply with NFPA 70 and 29 CFR 1910.145. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.
 5. EQUIPMENT IDENTIFICATION LABELS
 - a. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and ultraviolet-resistant seal for label.
 - b. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

6. Auxiliary Electrical Systems including equipment, conductors and cable identification: Use marker tape to identify field-installed alarm, control, signal, communications, voice, and data wiring connections.
 - a. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and cable pull points. Identify by system and circuit designation.
 - b. Use system of designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - c. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels, baked-enamel warning signs, or metal-backed, butyrate warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
 - d. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following: Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.
7. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system.
8. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification. Outdoor Equipment: Engraved, laminated acrylic or melamine label, drilled for screw attachment. The following devices shall be labeled: Panelboards, electrical cabinets, enclosures, transformers, control centers, disconnect switches, circuit breakers, power transfer equipment, and contactors.

2.11 DEVICES AND OUTLET BOXES

- A. Outlet Box Construction:
 1. Interior locations (controller cabinet): Steel 4" square minimum conforming to UL requirements.
 2. Exterior locations: Cast metal, deep type with weather proof cover.
- B. Size boxes per NEC, minimum 1-1/2 inches deep.
- C. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- D. GFCI Receptacles - General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped, specification grade.
- E. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant thermoplastic with lockable cover.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install all equipment and fixtures in complete accordance with the manufacturer's recommendations and all pertinent codes and regulations.
- B. Thoroughly observe all items of equipment and any items dented, scratched or otherwise damaged in any manner shall be replaced or repaired and painted to match original finish. All items so repaired and refinished shall be brought to the attention of the Engineer for observation and approval.
- C. Upon completion of all installation, lamping, and testing, thoroughly observe all exposed portions of the electrical installation and completely remove all exposed labels, soil, markings and foreign material.

3.04 ELECTRICAL CONNECTIONS TO EQUIPMENT AND SYSTEMS

- A. Equipment wiring shall be as follows:
 - 1. General Clearance Requirements: Provide clearance spaces between and around process, mechanical and electrical equipment for operation, maintenance and replacement of equipment. Minimum clearances for each item or piece of equipment shall be as stated in the manufacturer's printed recommendations or as shown on the manufacturer's printed drawings.

3.05 DEBRIS

- A. All debris shall be removed as it accumulates and shall not be stored or permitted to accumulate on-site. Remove all debris at the end of each working day.

3.07 ENERGIZING ELECTRICAL SYSTEM

- A. Prior to energizing main electrical system perform the following:
 - 1. Verify supply authority voltage and phase rotation. Ensure all independent testing as specified has been completed and deficiencies have been corrected.
 - a. Megger all feeders and record results on accepted test report forms.
 - b. Test conductors at switchboards, distribution centres and panelboards for insulation resistance to ground (megger test).
 - c. Test service grounding conductors for ground resistance.
 - d. Test all wiring devices for correct operation and circuitry.
 - e. Load Balance Testing Perform load tests with as many loads on as possible.

Pay item and unit:

900.645	Special Provision (Lighting and Electrical Installation)	Lump Sum
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SPECIAL PROVISION

SECTION 900.675 - METAL ROOFING

1. DESCRIPTION. This work shall consist of furnishing, assembling, and erecting a standing seam metal roof to ensure a watertight installation, including all associated hardware and incidentals, in accordance with the manufacturer’s recommendations and the Contract Documents.
2. MATERIALS. Materials shall meet the requirements of the following Subsection:

Roofing Systems.....715.04
3. DELIVERY AND STORAGE. Delivery of materials shall be made only when suitable facilities for storage and protection are made available. Materials shall be protected from damage during transit and at the project site. Storage should be in a dry environment to prevent water damage.
4. SUBMITTALS. Prior to beginning the work, the Contractor shall prepare and submit to the Engineer for approval color samples, field erection drawings showing complete roofing layout and all details including trim, flashing, ridge cap, and fastening and anchoring methods, and provide the Engineer with copies of all manufacturers’ recommendations. It is expected that the Town will choose a brown color for the roof.
5. QUALIFICATIONS. The installer shall have a minimum two (2) years of experience applying this type of roofing, including the successful completion of projects of similar scope. The installer shall provide a list of all such projects, with a contact person and phone number, if requested by the Engineer.
6. INSTALLATION. The installer shall examine all substrates on which the roof and accessories are to be applied and notify the Engineer of any perceived deficiencies.

One (1) layer of an approved 30# asphalt roofing felt paper shall be provided under the metal roof. All seams shall be sealed with an approved sealant.

Asphalt roofing felt shall be installed over the roof purlins in accordance with the manufacturer’s recommendations. The felt shall be tight with no sagging between supports. Joints shall be lapped a minimum of 12 inches. Roofing panels shall be installed in accordance with the manufacturer’s recommendations. The entire installation shall be erected straight and true in accordance with standard construction procedures. All surfaces of the work shall be left in a clean condition to the satisfaction of the Engineer.

Roof panels shall be fastened to every roof purlin with hold down clips. The roof panels shall be fully interlocked for their entire lengths with adjacent panels and installed with no transverse seams. The panels shall not come in contact with any dissimilar metals that will cause a harmful reaction between metals.

Care shall be taken during handling of panels to prevent bending, twisting, abrasion, scratching, denting, etc. Minor defects, as determined by the Engineer, shall be touched-up in the field to the satisfaction of the Engineer.

7. METHOD OF MEASUREMENT. The quantity of Metal Roofing to be measured for payment will be the number of square yards of the specified type of roofing installed in the complete and accepted work. Roofing dimensions will be measured along the slope of the roof.
8. BASIS OF PAYMENT. The accepted quantity of Metal Roofing will be paid for at the Contract unit price per square yard. Payment will be full compensation for furnishing, transporting, handling, and placing the materials specified, including fasteners; for erection and removal of any necessary falsework; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

New roofing that is damaged by the Contractor's operations shall be replaced to the satisfaction of the Engineer at no additional cost to the Agency.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.675 Special Provision (Metal Roofing)	Square Yard

APPENDIX A

STATE OF VERMONT

CONTRACTOR'S EQUAL EMPLOYMENT

OPPORTUNITY CERTIFICATION FORM

CA-109

APPENDIX B

STATE OF VERMONT

AGENCY OF TRANSPORTATION

DEPARTMENT AND NON-COLLUSION AFFIDAVIT

CA-91

APPENDIX B

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) (City or State)

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) (Route or Highway)
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) L.S.

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

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

APPENDIX B

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:

APPENDIX C

WORKER CLASSIFICATION COMPLIANCE
REQUIREMENT FORM

APPENDIX C

**RFP/PROJECT NAME & NUMBER:
DATE:**

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Self Reporting
Form 1 of 2**

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY	
VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS	<input type="checkbox"/>

APPENDIX D

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

APPENDIX D

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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

APPENDIX D

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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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:

APPENDIX D

(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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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

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(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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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

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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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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

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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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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

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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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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

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who has entered into a covered transaction with a recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

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submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

APPENDIX D

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

APPENDIX D

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

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.

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS

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>New York</u> 007 Albany - Schenectady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Soharie; 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)

APPENDIX F

STATE OF VERMONT

MINIMUM LABOR AND TRUCK RATES

APPENDIX F

CA101

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

April 3, 1997
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	\$1.65

APPENDIX G

DISADVANTAGED BUSINESS ENTERPRISE

POLICY CONTRACT REQUIREMENTS

CR-110

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY CONTRACT REQUIREMENTS

Disadvantaged Business Enterprise (DBE) Policy. It shall be the policy of the Vermont Agency of Transportation (VTrans) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBEs) to participate in the performance of all contracts and subcontracts financed with Federal funds as specified by the regulations of the United States Department of Transportation (USDOT), Federal Highway Administration and as set forth below.

1. **Policy.** It is the policy of USDOT that DBEs as defined in 49 Code of Federal Regulation (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. **Each subcontract the prime contractor signs with a subcontractor must include this assurance:** *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 VTrans deems appropriate.*
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.

Disadvantaged Business Enterprise (DBE) Program Goals. The Vermont Agency of Transportation (VTrans) is required to set an overall DBE goal for participation in all transportation related Federal-aid projects. The goal is determined following guidelines set forth in 49 CFR 26.45, and based on the availability of ready, willing and able DBEs who submitted bids and quotes for transportation related projects, compared as a percentage of all available contractors who submitted bids and quotes for transportation related projects during the same time period. The DBE goal may be adjusted to take into account other factors impacting DBE utilization, in an effort to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the VTrans website at:

<http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/program-goals>

VTrans currently utilizes a race/gender neutral policy to fulfill its overall DBE goals, and relies on the voluntary participation of contractors to utilize certified DBEs on every project sufficient to obtain the Agency's overall DBE goal. In order for this practice to continue, contractors must be proactive and solicit bids and quotes from certified DBEs for use when submitting their own bids, and employ certified DBEs when participating on transportation related projects. Otherwise, VTrans may have to implement specified contract goals on projects to ensure the overall DBE goals are met. VTrans may include specific DBE contract goals in certain cases to ensure DBE participation, if failure to obtain the project DBE goal would negatively impact the Agency's overall DBE goal because of the size of the contract.

Disadvantaged Business Enterprise (DBE) Definition. A DBE is defined as a business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purposes of this definition:

- (1) "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is a Woman, Black, Hispanic, Portuguese, Native American, Asian American, or a member of another group, or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.
- (2) "Owned and controlled" means a business which is:
 - a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - b. A partnership, joint venture or limited liability company in which at least 51% of the beneficial ownership interests legitimately is held by a disadvantaged person(s).
 - c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with percentage of ownership. Disadvantaged participation in a joint venture must also be based on the sharing of real earnings, as above. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of the program, a firm is considered a bona fide DBE.

Certified DBE Directory. The current Vermont Unified Disadvantaged Business Enterprise (DBE) Directory is available online at: <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/directory>. This directory contains all currently certified DBEs available for work in Vermont, and is updated continuously. Only firms listed in this directory are eligible for DBE credit on Vermont Federal-aid projects. If you have questions about DBE certification, or do not have access to the Internet, please call the DBE Program Manager at (802) 828-5858 for assistance.

Counting DBE Participation Towards Project Goals. In order for payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a commercially

useful function (CUF). The DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by actually performing, managing, and supervising the work involved, consistent with standard industry practices.

This means that:

- The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- The DBE must perform work commensurate with the amount of its contract;
- The DBE's contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation;
- The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own workforce;
- None of the DBE's work can be subcontracted back to the prime contractor, nor can the DBE employ the prime's or other subcontractor's supervisors currently working on the project;
- The DBE's labor force must be separate and apart from that of the prime contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable;
- The DBE owner must hold necessary professional or craft license(s) or certification(s) for the type of work he/she performs on the project;
- The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

Allowable credit for payments made to DBEs for work performed. A contractor may take credit for payments made to a certified DBE that satisfies CUF requirements at the following rate:

- A DBE Prime Contractor: Count 100% of the value of the work performed by own forces, equipment and materials towards the DBE goals.
- An approved DBE subcontractor: Count 100% of the value of work performed by the DBE's own forces, equipment and materials, excluding the following:
 - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
 - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- A DBE owner-operator of construction equipment: Count 100% of expenditures committed.

- A DBE manufacturer: Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- A regular DBE dealer/supplier: Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long term agreement, and not by a contract by contract basis.
- A DBE broker: Count for DBE credit only the fees or commissions charged for assistance in the procurement, and, fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies, and does not take physical possession of the materials or supplies at their place of business for resale.
- A DBE renter of construction equipment to a contractor: Count 20% of expenditures committed, with or without operator.
- A bona fide DBE service provider: Count 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- A trucking, hauling or delivery operation: Count 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- Any combination of the above.

Removal of Approved DBE From Transportation Related Project. Contractors may not terminate for convenience, any approved DBE subcontractor and perform the work with their own forces, without prior written consent from the VTrans DBE Program Manager or VTrans Chief of Civil Rights.

Federal-aid projects which specify a DBE contract goal. The provisions of the Vermont Agency of Transportation Supplemental Specification – Disadvantaged Business Enterprise

(DBE) Utilization (CR 160) shall apply to all VTrans Federal-aid projects which specify a DBE contract goal.

Compliance With Prompt Payment Statute. In accordance with Vermont's Prompt Payment Act and VTrans Standard Specifications for Construction, Section 107.01(g), the Contractor shall fully comply 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.

Subcontractor Payments. In accordance with VTrans Standard Specifications for Construction, Section 107.01(h), on all federal-aid and state funded contracts, the Contractor, during the life of the Contract and on a monthly basis, shall submit electronically, a listing of payments to subcontractors on the form specified by the State and made available at: <http://apps.vtrans.vermont.gov/promptpay/>. Electronic reports shall be filed with the Agency Office of Civil Rights by an authorized representative and received in the Agency Office of Civil Rights on or before the tenth working day after month end. Contractors without access to the internet shall obtain and submit manual reports to the Agency Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the Agency Office of Civil Rights, and postmarked on or before the tenth working day after month end. There shall be no direct compensation allowed the Contractor for this work, but the cost thereof shall be included in the general cost of the work. In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary agreement, payments made to subcontractors after seven days from receipt of a corresponding progress payment by the State to the Contractor, or seven days after receipt of a subcontractor's invoice, whichever is later, violate this agreement. Violations shall be reported to the Agency Office of Civil Rights for review. Failure to resolve disputes in a timely manner may result in a complaint made to the Agency Pre-qualification Committee. In this Committee's judgment, appropriate penalties may be involved for failure to comply with this specification. Penalties may include suspension, reduction or revocation of the Contractor's pre-qualification rating. This clause shall be included in the prime Contractor's Contract made with all if its subcontractors.

APPENDIX H

EXAMPLE COMPLIANCE BOND FORM

APPENDIX H

COMPLIANCE BOND

KNOW ALL MEN 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

(Name of Owner)

(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.

APPENDIX H

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:

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 thereunder 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 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.

APPENDIX H

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, (No.)
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

Witness as to Surety

Address

APPENDIX H

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.

Lyndon TAP TA23(20) 23F088

APPENDIX I

EXAMPLE LABOR & MATERIALS

BOND FORM

APPENDIX I

LABOR & MATERIAL BOND

KNOW ALL MEN 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

(Name of Owner)

(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.

APPENDIX I

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:

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 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 thereunder 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.

APPENDIX I

In Witness Whereof, this instrument is executed in ____ count (No.)
each one of which shall be deemed an original, this the ____ day of
_____, 20__.

ATTEST:

Principal

(Principal Secretary)

By: _____(s)

(SEAL)

Address: _____

Witness as to Principal

Address

Surety

ATTEST: By: _____
Attorney-in-Fact

Witness as to Surety Address

Address

APPENDIX I

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 Bond 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.

Lyndon TAP TA23(20) 23F088

APPENDIX J

PROJECT CHANGE ORDER FORM

APPENDIX 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: _____

APPENDIX K

STANDARD TITLE VI/NON-DISCRIMINATION
ASSURANCES

APPENDIX K

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

APPENDIX K

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX K

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

Lyndon TAP TA23(20) 23F088

APPENDIX L

CERTIFICATE OF WORKER'S
COMPENSATION COVERAGE
(PRIME CONTRACTOR)

Lyndon TAP TA23(20) 23F088
Sanborn (Centre) Covered Bridge Rehabilitation
Phase II
World Guide No. 45-03-05

PROJECT SPECIFIC ATTACHMENTS

Davis-Bacon Rates for Calendonia County
Utility and Railroad Clear Certificate
Design Certificate
TMP Checklist

Lyndon TAP TA23(20) 23F088

***US DEPARTMENT OF LABOR
DAVIS-BACON RATES***

CALENDONIA COUNTY

"General Decision Number: VT20250050 12/12/2025

Superseded General Decision Number: VT20240050

State: Vermont

Construction Type: Highway

County: Caledonia County in Vermont.

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

Modification Number	Publication Date
0	01/03/2025
1	12/12/2025

SUVT2017-011 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 20.00	1.64
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN.....	\$ 28.15	2.03
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 20.36	3.87
INSTALLER - SIGN.....	\$ 16.25	3.20
IRONWORKER, REINFORCING.....	\$ 21.70	1.60
IRONWORKER, STRUCTURAL.....	\$ 28.77	7.91
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 17.46	4.21

LABORER: Landscape.....	\$ 14.70	1.03
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.67	7.18
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.15	8.97
OPERATOR: Broom/Sweeper.....	\$ 19.25	5.97
OPERATOR: Bulldozer.....	\$ 21.35	3.84
OPERATOR: Crane.....	\$ 23.42	2.38
OPERATOR: Drill.....	\$ 19.83	3.94
OPERATOR: Grader/Blade.....	\$ 21.13	5.53
OPERATOR: Loader.....	\$ 22.78	3.75
OPERATOR: Mechanic.....	\$ 23.14	6.08
OPERATOR: Milling Machine.....	\$ 22.50	10.24
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.54	5.53
OPERATOR: Pounder.....	\$ 22.31	0.00
OPERATOR: Roller.....	\$ 19.39	6.26
OPERATOR: Screed.....	\$ 20.87	7.24
TRAFFIC CONTROL: Flagger.....	\$ 12.14	2.46
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.20	6.71
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 18.69	2.63
TRUCK DRIVER: Distributor Truck.....	\$ 22.55	11.87

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"



**State of Vermont
Maintenance & Fleet Division
Maintenance Bureau
District 7**

1068 US Route 5, Suite 2
Saint Johnsbury, VT 05819
vtrans.vermont.gov

[phone] 802-748-6670
[fax] 802-748-6671
[ttd] 800-253-0191

Agency of Transportation

October 28th, 2025

Town of Lyndon C/o Nicole Graton
119 Park Ave.
Lyndonville, VT 05851

Subject: Lyndon, VT 122, L.S. 5+28 RT, MM 0.10 RT, Permit 47443

Dear Town of Lyndon,

Your application for a permit to perform work within the State Highway right-of-way, to install a temporary construction access to be reduced to a recreational access after construction that connects to VT 122, at the location indicated, has been processed by this office and is enclosed.

Note the special conditions attached to, and made part of, this permit. Please contact this office before beginning work, as well as at the completion of the project for a final inspection. This permit addresses only access to, work within, and drainage affecting the State highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

Please feel free to contact Elias Wilder at (802) 498-8791 if you have questions or comments.

Sincerely,

Signed by:

6EEA1C286115464...

Logan Perron
District Transportation Project Manager
District 7

cc: Permitting Services
TAMS
File



PERMIT ID# 47443

FOR AGENCY USE ONLY

Town: Lyndon
Route: VT 122
Mile Marker: 0.10
Log Station: 5+28

VERMONT AGENCY OF TRANSPORTATION
State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Town of Lyndon, VT. C/o Nicole Graton, PTVT,
90 Main Street, Suite 304, Montpelier, VT 05602, nicole@ptvermont.org, 802-355-9009
Co-Applicant's Name, Address, E-mail & Phone No. (if different from above) _____

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)
VT Route 122, 470 feet west of US 5/VT 122 intersection, south side of road.

Description of work to be performed in the highway right-of-way (attach plan) _____
Rehabilitation of the Sanborn Covered Bridge timber superstructure and relocate on new abutments
over the Passumpic River. Installation of construction entrance at an existing right-of-way, to access
north abutment of bridge.

Property Deed Reference Book: 239 Page: 198-200 (only required for Permit Application for access)
Fee \$ _____ (fees do not apply for residential or agricultural purposes)

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 April 20 26
Owner/Applicant: Nicole Graton Position Title: Project Representative
(Print name above)

Sign in Shaded area:		Date:	
----------------------	--	-------	--

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

Sign in Shaded area:		Date:	
----------------------	--	-------	--

INSTRUCTIONS: -Contact the Development Review and Permitting Services Section (802.636.0037) or your local area Transportation Maintenance District Office to determine your issuing authority. The issuing authority will determine what plans, fee and other documents are required to be submitted with your Vermont Statutes Annotated, Title 19, Section 1111, permit application request.

- Original signatures are required on an original Form. 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.

FEE: -See **Fee Schedule** for applicable administrative processing and application review fee.

PERMIT APPROVAL

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 12-31-2026 Date work accepted: _____

Signed by: 
By 6EEA1C286115464... Issued Date _____
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 Vermont Statutes Annotated, Title 19, Section 1111. It does not release the petitioner from the requirements of any other statutes, ordinances, rules or regulations. This permit addresses only access to, work within, and drainage affecting the state highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

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

RESTRICTIONS AND CONDITIONS

DEFINITIONS:

"Agency" means the Vermont Agency of Transportation (a/k/a VTrans).

"Engineer" means the authorized agent of the Secretary of Transportation.

"Owner/Applicant" means the party(s) to whom the permit is to be issued.

"Co-Applicant" means the party who performs the work, if other than Owner/Applicant or a secondary Owner/Applicant under a joint permit application.

"Permit Holder" means the party who currently owns the lands abutting the highway that are the subject of the permit.

GENERAL:

By accepting this permit, or doing any work hereunder, the Owner/Applicant agrees to comply with all of the restrictions and conditions and any imposed special conditions. If the Owner/Applicant is aggrieved by the restrictions and conditions or special conditions of the permit, they shall submit a written request for consideration to the Engineer within 30-days of permit issuance and prior to starting any work. No work will be authorized by the Agency, or performed under the permit, until the dispute is fully resolved.

Vermont Statutes Annotated, Title 30, Chapter 86 ("Dig Safe") requires notice to Dig Safe before starting excavation activities. The Permit Holder or his/her contractor must telephone Dig Safe at 811 at least 48 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, please note that the Agency and many municipalities are not members of Dig Safe and will need to have their utility facilities investigated with due diligence prior to starting excavation activities in or on the State Highway right-of-way.

The Permit Holder is to have a supervisory representative present any time work is being done in or on the State Highway right-of-way. A copy of this permit and Special Conditions must be in the possession of the individual performing this work for the Permit Holder.

Except with the specific, written permission of the District Transportation Administrator, all work in the State Highway right-of-way shall be performed during normal daylight hours and shall cease on Sunday, on all holidays (which shall include the day before and the day following), during or after severe storms, and between December 1 and April 15. These limitations will not apply for the purposes of maintenance, emergency repairs, or proper protections of the work which includes, but not limited to, the curing of concrete and the repairing and servicing of equipment.

The Owner/Applicant shall be responsible for all damages to persons or property resulting from any work done under this permit, even if the Applicant's Contractor performs the work. All references to the Owner/Applicant also pertain to the Co-Applicant.

The Owner/Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways. In the event of a conflict, the more restrictive provision shall apply.

The Owner/Applicant must, in every case where there is a possibility of injury to persons or property from blasting, use a pre-approved Blasting Plan. All existing utility facilities shall be protected from damage or injury.

The Owner/Applicant shall erect and maintain barriers needed to protect the traveling public. The barriers shall be properly lighted at night and must be MUTCD (Manual on Uniform Traffic Control Devices) compliant.

All temporary and permanent traffic control measures and devices shall be MUTCD compliant.

The Owner/Applicant shall not do any work or place any structures or obstacles within the State Highway right-of-way, except as authorized by this permit.

The Owner/Applicant may pay the entire cost of the salary, subsistence and traveling expenses of any inspector appointed by the Engineer to supervise such work.

The Engineer may modify or revoke the permit at any time for safety-related reasons, without rendering the Agency or the State of Vermont liable in any way.

In addition to any other enforcement powers that may be provided for by the law, the Engineer may suspend this permit until compliance is obtained. If there is continued use or activity after suspension, the Engineer may physically close the work area and take corrective action to protect the safety of the highway users.

The Permit Holder shall be responsible to rebuild, repair, restore and make good all injuries or damage to any portion of the highway right-of-way that has been brought about by the execution of the permitted work, for a minimum period of eighteen (18) months after final inspection by the District.

Any approved variance from the permitted plans is to be recorded on "as-builts" with copies provided to both the Chief of Permitting Services and the District Transportation Administrator.

ACCESS:

This permit (if for access) does not become effective until the owner/applicant records in the office of the appropriate municipal clerk, the attached "Notice of Permit Action"

As development occurs on land abutting the highways, the Agency may revoke a permit for access and require the construction of other access improvements such as the combination of access points by adjoining owners.

Under Vermont Statutes Annotated, Title 19, Section 1111, no deed purporting to subdivide land abutting a state highway can be recorded unless all the abutting lots so created are in accordance with the standards of Section 1111.

The Permit Holder acknowledges and agrees that neither this permit nor any prior pattern of use creates an ownership interest or other form of right in a particular configuration or number of accesses to or through the highway right-of-way, and that the right of access consists merely of a right to reasonable access the general system of streets, and is not a right to the most convenient access or any specific configuration of access.

DRAINAGE:

The Owner/Applicant shall install catch basins and outlets as may be necessary, in the opinion of the Engineer, to preclude interference with the drainage of the state highway. Direct connections shall not be allowed without written approval.

UTILITY WORK; CUTTING AND TRIMMING TREES:

The Owner/Applicant shall obtain the written consent of the adjoining owners or occupants or, in the alternative, an order from the State Transportation Board in accordance with, Vermont Statutes Annotated, Title 30, Section 2506, regarding cutting of or injury to trees.

In general, all utilities shall be located adjacent to the State Highway right-of-way boundary line and shall be installed without damaging the highway or the highway right-of-way. No pole, push-brace, guy wire or other aboveground facilities shall be placed closer than 10 feet to the edge of traveled-way. If the proposed utility facilities are in conflict with the above, each location is subject to the approval of the Engineer.

Poles and appurtenances shall be located out of conflict with intersection sight distance, guardrail, ditches, signs, culverts, etc.

Where the cutting or trimming of trees is authorized by permit, all debris resulting from such cutting and trimming shall be removed from the State Highway right-of-way.

Open cut excavation for highway crossings is NOT the option of the Applicant, and may be utilized only where attempted jacking, drilling, or tunneling methods fail or are impractical. The Owner/Applicant shall obtain an appropriate modification of the highway permit from the Engineer before making an open cut.

JOINT PERMITS:

A joint permit application is required when more than one party will be involved with the construction, maintenance, and/or operation of the facility being constructed under this permit. Examples include, but are not limited to, joint ownership or occupancy of a utility pole line and construction of a municipal utility line by a contractor. Both utility companies, and in the second case, the municipality and the contractor, must be joint applicants.

Town of Lyndon C/o Nicole Graton
Lyndon VT 112, L.S. 5+28 RT, MM 0.10 RT
10-28-2025
Page 1 of 3

SPECIAL CONDITIONS

GENERAL

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 Vermont Agency of Transportation (Agency) 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.

Please note that the Vermont Agency of Transportation is not a member of Dig Safe. The Permit Holder shall also contact Dan Ertel, State Signal Supervisor, at (802) 343-2188. Mr. Ertel will need to locate and mark all existing buried utility facilities owned by the Agency near the location of the proposed work.

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

Two-way traffic shall be maintained at all times unless permission is granted from the District Transportation Administrator. Whenever two-way, one-lane controlled traffic is authorized to be maintained by the Applicant's Contractor, **the traveling public shall not be delayed more than 10 minutes.**

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

In areas to be grass covered, the Permit Holder shall restore turf 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.

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.

Town of Lyndon C/o Nicole Graton
Lyndon, VT 112, L.S. 5+28 RT, MM 0.10 RT
10-28-2025
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ACCESS

~~A new "Vermont Agency of Transportation approved" culvert shall be placed under the access. The size shall be 18 inches minimum in diameter. The culvert shall be placed so that existing normal drainage flow is undisturbed, and ponding is not created. The Permit Holder may have to excavate the roadside drainage ditch to accommodate the required culvert. Culvert location shall be staked, reviewed and approved by the District Transportation Administrator prior to installation. There shall be no headwalls allowed within the State Highway right-of-way on the ends of drive culverts.~~

No other change shall be made to the design, operation or use of the approved access(es) without a permit amendment issued by the Agency of Transportation or a jurisdictional opinion from the Development Review and Permitting Services Section that a permit amendment is not required.

The Permit Holder is responsible for access maintenance (beyond the edge of paved shoulder). "Access maintenance" will include, but not be limited to, the surface of the access, the replacement and maintenance of the culvert, as necessary, the trimming of vegetation, and the removal of snow banks to provide corner sight distance.

TRAFFIC CONTROL

The Permit Holder shall 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 standards and any additional traffic control deemed necessary by the District Transportation Administrator. The Permit Holder's failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately.

The Permit Holder will perform construction in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, the Permit Holder shall provide a sign package that conforms to the MUTCD (Manual on Uniform Traffic Control Devices) or Agency standards, as well as trained Flaggers. 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 Permitting Services office 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

Town of Lyndon C/o Nicole Graton
Lyndon, VT 112, L.S. 5+28 RT, MM 0.10 RT
10-28-2025
Page 3 of 3

obtained.

NONCOMMERCIAL WORK ONLY

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.

VERMONT AGENCY OF TRANSPORTATION
NOTICE OF PERMIT ACTION

Grantor (Owner/Applicant): Town of Lyndon C/o Nicole Graton
Address: Street: 119 Park Ave
City/State/ZIP: Lyndonville, VT 05851

Location of Work:

Town:	Lyndon
Route:	VT 122
Log Station/MM:	5+28 RT / 0.10 RT

Property Deed Reference: Book:239 Page: 198-200
Additional Book: -- Additional Page: --

Permit ID #:47443

Description of Work: Agricultural Access.

Issued Permit Notice of Violation
 Suspension of Permit Withdrawn

Action Date: 10/28/2025

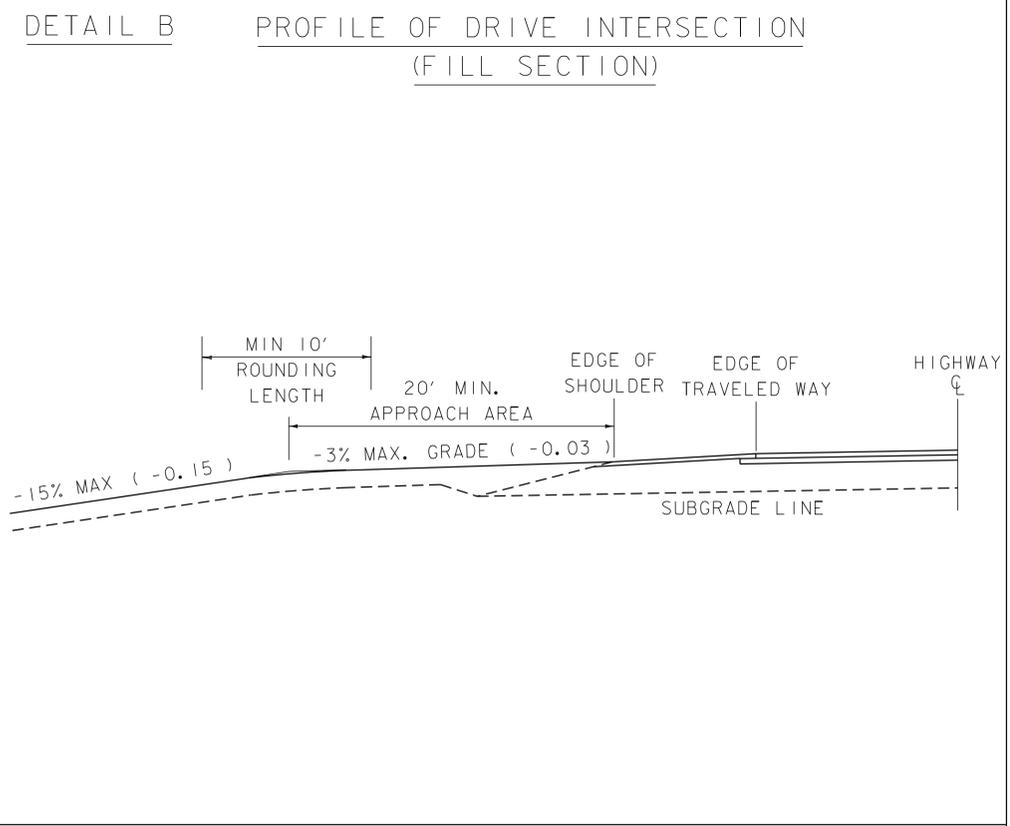
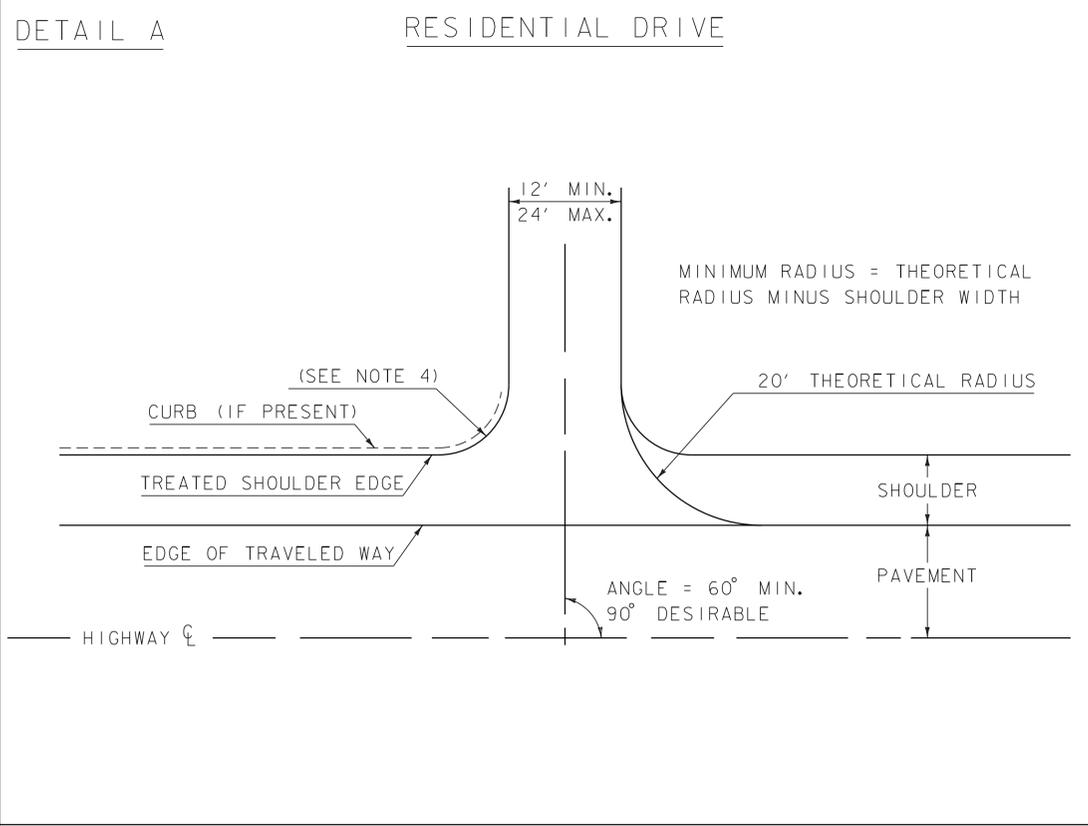
Signed by:

Signature: _____
6FFA1C286115464...
Authorized Representative for
the Secretary of Transportation

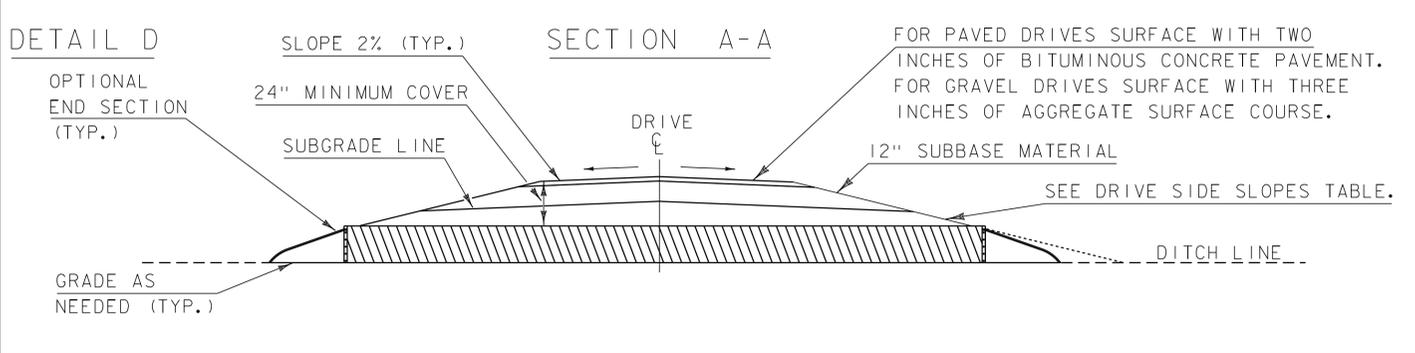
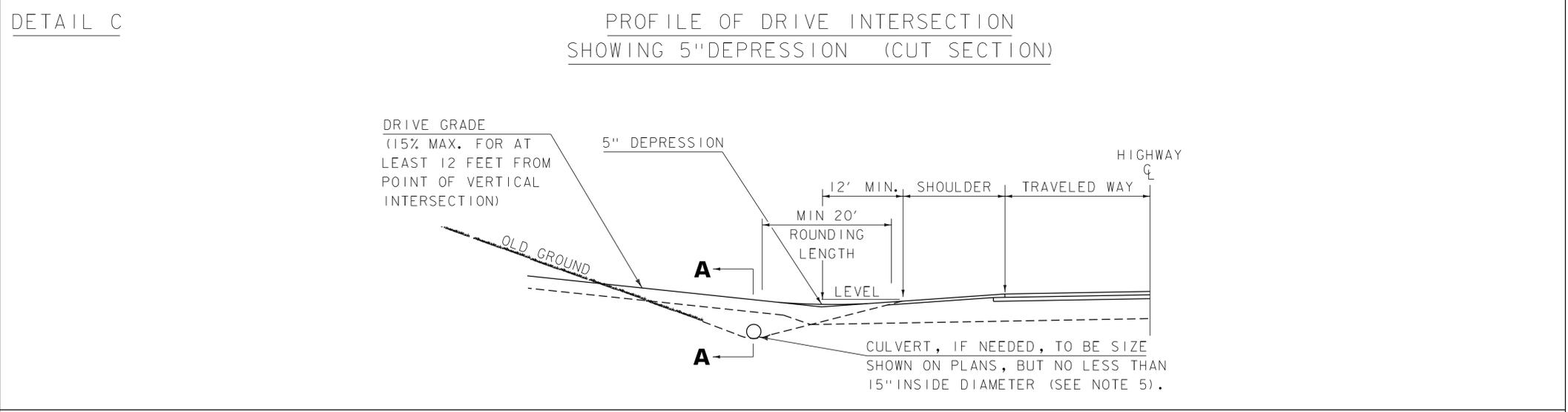
Location of Record: Vermont Agency of Transportation
Development Review & Permitting Services Section
Barre City Place – 219 N. Main Street
Barre, VT 05641

Town/City of _____ Clerk's Office
Received _____ at _____ a.m./p.m.
and recorded in Book _____ on Page _____
of land records. _____

Attest: _____
Assistant Town/City Clerk



- THIS SHEET IS INTENDED FOR USE BY DESIGNERS ON HIGHWAY PROJECTS AND IN CONJUNCTION WITH A PERMIT FOR WORK WITHIN HIGHWAY RIGHTS OF WAY. ALL CONSTRUCTION REQUIRED BY THE PERMIT AND INDICATED ON THIS SHEET SHALL BE THE RESPONSIBILITY OF THE APPLICANT AND IS SUBJECT TO THE APPROVAL OF THE VERMONT AGENCY OF TRANSPORTATION. WHEN USED WITH THE PLANS FOR A HIGHWAY CONSTRUCTION PROJECT, THIS SHEET IS INTENDED TO BE A GUIDE FOR THE DESIGNER CONCERNING DRIVE WIDTHS, HORIZONTAL, VERTICAL AND GEOMETRIC CHARACTERISTICS.
- DEPTH OF SUBBASE AND PAVEMENT TO BE THE SAME AS HIGHWAY OR AS SHOWN IN DETAIL D WITHIN THE LIMITS OF THE HIGHWAY RIGHT-OF-WAY.
- VEHICULAR ACCESS FROM PARKING AREAS TO THE RIGHT-OF-WAY AT OTHER THAN APPROVED ACCESS POINTS WILL BE PREVENTED BY THE CONSTRUCTION OF CURBING OR OTHER SUITABLE PHYSICAL BARRIER.
- IF CURB IS PRESENT, SEE APPROPRIATE CURB DETAIL STANDARD.
- CIRCULAR DRAINAGE CULVERTS UNDER DRIVES SHALL HAVE A MINIMUM INSIDE DIAMETER (I.D.) OF 15" OR AS OTHERWISE SHOWN ON THE PLANS. PIPE ARCHES USED UNDER DRIVES SHALL HAVE A MINIMUM INSIDE CROSS-SECTIONAL AREA EQUIVALENT TO THAT PROVIDED BY A 15" CIRCULAR PIPE. IF A CULVERT LARGER THAN 15" IS LOCATED UPSTREAM OF THE PROPOSED CULVERT THEN THE NEW CULVERT SHALL, AT A MINIMUM, MATCH THE SIZE OF THE UPSTREAM CULVERT.
- THE OFFSET BETWEEN THE PROPERTY LINE AND THE EDGE OF THE DRIVEWAY MAY BE GOVERNED BY LOCAL ZONING LAWS. DRIVEWAY WIDTH RESTRICTIONS SHOWN PERTAIN ONLY TO THE AREA WITHIN THE HIGHWAY R.O.W. OR THE END OF THE TURNING RADIUS WHICHEVER IS GREATEST.
- DRIVEWAY GRADES STEEPER THAN THOSE SHOWN MAY BE ALLOWED AS LONG AS A 20' APPROACH AREA IS ACHIEVED FOR THE VEHICLE TO PAUSE BEFORE ENTERING THE HIGHWAY.
- THIS STANDARD APPLIES TO FIELD DRIVES, LOGGING DRIVES, AND RESIDENTIAL ACCESSES SERVING UP TO TWO SINGLE FAMILY HOMES OR A DUPLEX. FOR LARGER RESIDENTIAL DEVELOPMENTS, SUBDIVISIONS AND OTHER COMMERCIAL ACCESSES SEE VTRANS STANDARD B-71B.
- INTERSECTION SIGHT DISTANCES, AND STOPPING SIGHT DISTANCE, EQUAL TO OR GREATER THAN THOSE SHOWN BELOW, SHOULD BE PROVIDED IN BOTH DIRECTIONS FOR ALL DRIVES ENTERING ON PUBLIC HIGHWAYS, UNLESS OTHERWISE APPROVED BY THE AGENCY OF TRANSPORTATION. INTERSECTION SIGHT DISTANCE IS MEASURED FROM A POINT ON THE DRIVE AT LEAST 15 FEET FROM THE EDGE OF TRAVELED WAY OF THE ADJACENT ROADWAY AND MEASURED FROM A HEIGHT OF EYE OF 3.5 FEET ON THE DRIVE TO A HEIGHT OF 3.5 FEET ON THE ROADWAY. STOPPING SIGHT DISTANCE IS MEASURED FROM AN EYE HEIGHT OF 3.5 FEET TO AN OBJECT HEIGHT OF 2.0 FEET ON THE ROADWAY.
- FOR DRIVEWAY AND INTERSECTION SPACING DISTANCES REFER TO THE "VERMONT AGENCY OF TRANSPORTATION ACCESS MANAGEMENT PROGRAM GUIDELINES" LATEST REVISION.



DRIVE SIDE SLOPES TABLE

LOCATION OF SLOPE	SLOPE RATE
DESIGN SPEED > 40 MPH	1:6 OR FLATTER
URBAN AREAS, OR DESIGN SPEED < 40 MPH	1:4 DESIRABLE 1:2 ALLOWABLE
OUTSIDE CLEAR ZONE	1:2 OR FLATTER

SIGHT DISTANCE TABLE

POSTED SPEED OR DESIGN SPEED (MPH)	MINIMUM STOPPING SIGHT DISTANCE (FT)	MINIMUM INTERSECTION SIGHT DISTANCE (FT)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610

THE ABOVE VALUES ARE TAKEN FROM THE 2011 AASHTO "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS & STREETS."

REV.	DATE	DESCRIPTION
0	JUL. 1, 2019	ORIGINAL APPROVAL
OTHER STANDARDS REQUIRED:		

RESIDENTIAL DRIVES



STANDARD B-71A



VTRANS MEMORANDUM
AOT - HWY - PDB - ENVIRONMENTAL SECTION

ENVIRONMENTAL COMMITMENTS

TO: Thad Robertson, Project Manager
COPY: Environmental Section Project File
FROM: Sophia Seman, Environmental Specialist
PROJECT: Lyndon TAP TA23(20)

DATE: 8/18/2025

1. Environmental Section Commitments:
 - a. None
2. Project Manager and Plan Commitments:
 - a. Complete acoustic survey for RTE Bat Species: the consultant for the town will be required to conduct acoustic surveys for RTE bat species, including state listed species that may utilize the bridge for roosting.
3. Special Provision Commitments (see below):

Include the following language in the Contract Special Provisions:

- (a) Threatened, Endangered, and Rare Species. The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the northern long-eared bat and tricolored bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the northern long-eared bat and tricolored bat.

The removal of trees shall be completed between OCT 1- APR15, inclusive.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed off-site activities. Cutting trees ≥ 3 " DBH inches in diameter outside of the contract project limits shall require review under Section 105.25 Opening Off-Site Activity Areas.

- (b) Invasive Material. If invasive species are delineated on the Plans or found in the project area and confirmed by the Engineer, the invasive species, and any soil excavated from areas that contained the invasive species, will be termed invasive material.

The Contractor shall handle the invasive material in accordance with the *VTrans State Highway System Roadside Terrestrial Invasive Plants Best Management Practices (BMPs)*. The Contractor shall stockpile the invasive material separately from other soil stockpile areas. A ground barrier and perimeter containment system shall be in place around the area intended for stockpiling the invasive material. Equipment shall be cleaned of all soil and plant matter prior to arriving on site in accordance with Subsection 107.06. The equipment used for excavation and transport of invasive material shall be cleaned of all soil and plant matter before being used for work in other areas in accordance with the BMPs.

To the extent possible, invasive material shall be reused on site. Invasive material shall only be reused on site in areas where the presence of the invasive species were clearly evident. If there is an excess of invasive material, it shall be wasted in accordance with the BMPs.

The cost of excavating invasive material will be paid for under the appropriate Contract excavation items. When invasive species are delineated on the Plans, the additional cost for handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be incidental to all other Contract items. When invasive species are not delineated on the Plans, and compensation is not otherwise provided for in the Contract, the work of handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be considered extra work in accordance with Subsection 104.03 and will be paid for in accordance with Subsection 109.06.

- (c) Urban Soils Background Area. A portion of the project is located within an Urban Soils Background Area, as shown on the Vermont ANR Natural Resources Atlas. These areas may have high background levels of certain constituents, therefore the Agency has determined that material generated from these areas should be disposed within an Urban Soil Background Area. These soils shall be reused on-site to the maximum extent possible within the urban soils background area portion of the project. Excess Urban Area soils shall be disposed off-site by the Contractor within a designated Urban Soils Background Area. The process for submittal and review of proposed disposal locations shall be in accordance with Standard Specifications Section 105.25-105.27.

If the Contractor elects to use an alternate location outside of an Urban Soil Background Area, then soils must be disposed in accordance with the Investigation and Remediation of Contaminated Properties Rule (IRule) at no additional expense to the project. The alternate location must be reviewed and approved by VTrans and the Contractor must secure all necessary permits and approvals from the Vermont Agency of Natural Resources for the alternate disposal site.



State of Vermont
Agency of Transportation
Environmental Section
Barre City Place, 4th Floor,
219 North Main Street
Barre City, VT 05641
<http://vtrans.vermont.gov/>

Patrick Kirby
Acting Division Administrator
Vermont Division Office
Federal Highway Administration
U.S. Department of Transportation
87 State Street, Montpelier, Vermont 05602

August 18, 2025

Attn: Elizabeth Shipley, FHWA Environmental and ROW Program Manager, via NEPA SharePoint Site
Re: **Lyndon TAP TA23(20) 23F088**

Dear Mr. Kirby,

Project Lyndon TAP TA23(20) is located at the Sanborn Covered Bridge crossing the Passumpsic River, just south of the intersection of U.S. Route 5, and VT Routes 114 and 122. Work to be performed under this contract is required due to storm damage and includes removal and replacement of portions of the superstructure and stone abutments, installation of lights and approach rails, and incidental items.

The Vermont Agency of Transportation (VTrans) has considered 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 02/13/24. The project qualifies for Categorical Exclusion pursuant to 23 CFR 771.117(c)(28) "Environmental Impact and Related Procedures - Categorical Exclusions" as the project consists of bridge rehabilitation.

This project will not induce significant impacts to planned growth or land use for the area; will not require the relocation of significant numbers of people; will not have a significant impact on any natural, cultural, recreational, historic, or other resource; will not involve significant air, noise, or water quality impacts; will not have significant impacts on travel patterns; and will not otherwise, either individually or cumulatively, have any significant environmental impacts.

Please contact Lee Goldstein, Environmental Specialist if you require additional information.

Respectfully,

Lee Goldstein 08/18/2025

Lee Goldstein
VTrans Environmental Specialist

Attachments
cc: Thad Robertson, Project Manager
Project File

PROGRAMMATIC CATEGORICAL EXCLUSION CRITERIA

VTrans has determined that this project will **NOT**:

- A. X 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. X 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 the General Permit.
- C. X Require a Risk Analysis for an increase in 100-year flood water surface elevations, per EO 11988.
- D. X Involve construction within, or alter drainage patterns so as to adversely affect, a Sole Source Aquifer.
- E. X 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. X 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 a total of 10 acres or more for a non-linear improvement (such as a bridge or an intersection), or any relocation of residences or businesses.
- G. X Require FHWA approval for changes in access control.
- H. X 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 (doesn't apply to designated urban areas).
- I. X Cause an Adverse Effect to an archaeological or historic resource listed in, or eligible for inclusion in, the National Register of Historic Places.
- J. X Require use (permanent or temporary) of a Section 4(f) resource, unless that use meets the criteria for a de minimis or Programmatic 4(f); or involve the use of a Section 6(f) resource when compensation is required (property acquired or improved using Land and Water Conservation Funds).
- K. X Involve hazardous or residual waste liabilities subject to CERCLA and/or RCRA requirements.
- L. X Require a bridge permit from the US Coast Guard, per 23CFR 650 Subpart H.
- M. X Qualify as a Type I project and require analysis of noise abatement measures per 23 CFR 772 and the FHWA approved VTrans Noise Policy.
- N. X Require Emergency Relief (ER) funding.

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

**Categorical Exclusion
Environmental Analysis Sheet**

Town Lyndon Project No. TAP TA23(20) Route U.S. Route 5, VT Routes 114, 122

Purpose and Need:

The purpose of the project is to address deficiencies in the Sanborn Covered Bridge to enhance safety. The need for the project is due to storm damage and deterioration of the bridge, and the need to provide a safe, efficient roadway for the traveling public.

Does the project qualify for 23 CFR 771.117 (c)(1)? _____ YES X NO

If Yes, then no further analysis is required. If No, then please complete the checklist below.

Is the Criteria of 23 CFR 771.117 (c) Applicable? X YES _____ NO

Note: Projects that meet the criteria of 23 CFR 771.117 (c) only need to address the sections marked with an asterisk (*). This does not preclude the need to obtain applicable state and federal concurrences and/ or permits.

1. Air Quality

Since the state of Vermont is in attainment for all the National Ambient Air Quality Standards (NAAQS) criteria pollutants (CO, Pb, NO₂, O₃, SO₂, PM₁₀, and PM_{2.5}), the proposed project is exempt from conformity per 40 CFR 93.126 or 40 CFR 93.128 and is also exempt from regional conformity (regional emissions analysis requirements) per 40 CFR 93.127.

2. Noise

Type I Project (VTrans Noise Policy) Yes _____ No _____

If yes, number of receptors impacted _____

Mitigation Requirements _____

3. Water Quality

Wetlands

* Wetland Impact area Temporary 0 Permanent 0

* Buffer Impact area Temporary 0 Permanent 0

Floodplains Encroachment Yes _____ No _____

Describe/ VANR Comments _____

4. U.S. Army Corps of Engineers

Section 10 and/or Section 404 Permit Required Yes _____ No _____ Acquired _____

Permit Type _____

COE Comments _____

5. U.S. Coast Guard

Navigable Waters Yes _____ No _____ Involved Waterway _____

If No, then proceed to next section.

Rivers & Harbors Act Section 9 and/or

Bridge Act of 1946 Permit(s) Required Yes _____ No _____ Acquired _____

Section 144(c) "Exemption" Yes _____ No _____ Acquired _____

USCG Comments _____

*** 6. Threatened and Endangered Species and Habitat**

Potentially present in Project Area Yes X No _____

If No, then proceed to next section.

See VTrans Biologist Natural Resource Clearance dated 12/17/2023; updated 08/18/2025.

7. **Agricultural Land [Farmland Policy Protection Act - FPPA]**

Project located in Federal-aid Urban Area Yes _____ No _____

If Yes, then FPPA doesn't apply, proceed to next section.

Prime/secondary/locally important soils present Yes _____ No _____

Describe Impacts/Comments _____

Current land use (land in agricultural use) _____

Form 1006 Parts 1, III, VI, VII, completed (FHWA) Yes _____ No _____

Form 1006 Parts II, IV, V completed (NRCS) Yes _____ No _____

Vermont Department of Agriculture comments _____

*8. **Hazardous/ Residual Waste Liabilities**

Significant excavation Yes _____ No X

Significant ROW acquisitions Yes _____ No X

Bridge demolition or rehabilitation Yes X No _____

If yes for any of the above, an Initial Site Assessment (ISA) should be completed

(Contact the Project Contamination Engineer regarding completion of an ISA)

Haz Waste Present in project site Yes _____ No X

Urban Soils Background Area Yes _____ No X

If both are No, then proceed to next section.

Determination from VANR Atlas Yes X No _____

Determination from field visit Yes _____ No X

Borings completed Yes _____ No X

Petroleum related wastes Yes _____ No X

CERCLA involvement Yes _____ No X

Remediation required Yes _____ No X

Describe Refer to Initial Site Assessment document for explanations of hazardous waste/residuals waste liabilities.

* 9. **Historical or Archaeological Resources (Section 106)**

Historic Resources: Present in APE Yes X No _____ Exempt/ Screened _____

Archeological Resources: Present in APE Yes X No _____ Exempt/ Screened _____

Section 106 Determination 'No Adverse Effect' Concurrence by SHPO dated 07/02/2025

See Section 106 Memorandum for additional information.

Programmatic/ Memorandum of Agreement needed Yes _____ No X Executed _____

SHPO coordination completed Yes, per SHPO concurrence dated 07/02/2025

Tribal coordination completed.

* 10. **Section 4(f) Resources**

Section 4(f) Resource review required Yes _____ No X

If No, then proceed to next section.

Section 4(f) Approval (check one)

Negative Declaration _____ de minimis 4(f) _____ Programmatic 4(f) _____ Circulated 4(f) _____

*11. **6(f) Resources**

Section 6(f) involvement (LWCF Funding) Yes _____ No X

If No, then proceed to next section.

National Park Service Conversion Approval _____

Section 6(f) Comments There aren't any 6(f) resources within the project limits

* 12. **Right of Way**

New ROW Acquisition fee simple Yes _____ No X
 permanent easement Yes _____ No X
 temporary easement Yes X No _____

Description of taking Temporary easements for construction access.

Improved properties acquired Yes _____ No X

Displacements: Rental Units 0 Private Homes 0 Businesses 0

(If there are any displacements, then a d-list CE needs to be completed.)

Is there substantial controversy that would preclude this project being completed as a CE?
Yes _____ No X

Relocation services to be provided n/a

Properties available for relocation n/a

13. **Public Participation Opportunity**

Pre-Design Site Meeting Yes _____ No _____ Date _____

Public Information Meeting Yes _____ No _____ Date _____

Public Hearing Required (502) Yes _____ No _____ Date _____

14. **Social and Economic Concerns**

Environmental Justice Concerns per EJ Screening Tool? Yes _____ No _____

 If yes, describe concerns: _____

 During site visits were there any EJ concerns noted? Yes _____ No _____

Neighborhood and Community Concerns Yes _____ No _____

 _____ Churches/ Houses of Worship _____ Elderly

 _____ Schools _____ Handicapped

 _____ Low Income Housing _____ Emergency Services

 _____ Other

Describe _____

Effect on local business Yes _____ No _____ (Describe) _____

Temp. effect on business Yes _____ No _____ (Describe) _____

15. **Aesthetic Considerations**

Does the project impact a Scenic Byway/ VT Scenic Highway? Yes _____ No _____

Describe _____

Comments _____

Summary of Commitments and Mitigation

Describe

Acoustic Survey

Complete acoustic survey for RTE Bat Species: the consultant for the town will be required to conduct acoustic surveys for RTE bat species, including state listed species that may utilize the bridge for roosting.

Threatened and Endangered Species and Habitat

The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the northern long-eared bat and tricolored bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the northern long-eared bat and tricolored bat. The removal of trees shall be completed between OCT 1- APR15, inclusive.

Lyndon TAP TA23(20) 23F088

UTILITY AND RAILROAD CLEAR CERTIFICATE



Date: January 7, 2026

Utility and Railroad Clearance for: **Lyndon TAP TA23(20) 23F088**

To Project File,

To comply with the requirements of 23 C.F.R. 635.309b, all applicable utility and railroad coordination has been completed for the subject project.

All necessary arrangements have been made for the utility work to be undertaken and completed as required for proper coordination with physical construction schedules, with necessary agreements consummated with the appropriate parties concerned.

No utilities are impacted by this project

No railroad is impacted by this project.

Sincerely,

A handwritten signature in cursive script that reads 'Robert H. Durfee'.

Robert H. Durfee, P.E

Project Manager

Title

01/07/2026

Date

cc: MAB Project Supervisor

DESIGN CERTIFICATE

DESIGN CERTIFICATION

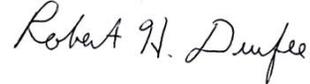
Nicole Gratton
Field Services – Community Support Specialist
Preservation Trust of Vermont
90 Main Street, Suite 304
Montpelier, VT 05602
(802) 335-9009
Cell: (802) 673-3206

Project: Lyndon TAP TA23(20) 23F088

Dear Municipal Project Manager,

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, codes and specifications for design and public safety.

Sincerely,



Robert H. Durfee, P.E.

Project Manager

Title

01/07/2026

Date

cc: VTrans Project Supervisor

TMP CHECKLIST

TMP CHECKLIST

Purpose: To make a preliminary determination of whether the following issues are present or should be considered during project development through a more detailed TMP.

Lyndon TAP TA23(20) 23F088:

Initial Project Significance Level (as determined in Table 4): D

Project Manager during Project Definition:

Name: Scott Robertson, P.E., VTrans Date: _____

Modified or Approved by (Project Manager at Preliminary Design for Significant Projects):

Name: NA Date: _____

Modified or Approved by (Project Manager at PS&E for Significant Projects):

Name: Robert H. Durfee, P.E. Date: 1/07/2024

Project Description (Location, Activity, Anticipated Duration): Lyndon Sandborn Covered Bridge. Project involves installation of new abutments, setting bridge back on abutments, rehabbing the covered bridge and providing access at each approach. Work is completely outside the roadway.

	Yes	No	Poss	N/A	Comments
1. Does the project require a long-term (greater than 3 days) ¹ lane or roadway/bridge closure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are there any restrictions or considerations regarding construction timeframes due to traffic concerns (e.g., time of day, site specific time of year limits)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Can typical applications for traffic control be used? Are there any limitations to when typical applications can be used (time of year, times, days)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No time restrictions identified.
4. Is there a sidewalk, pedestrian/bicycle lane, path, trail, or access that needs to be maintained during construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Is a speed reduction proposed (consistent with state guidance)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Will temporary roadways or additional width be needed on culverts, bridges, or shoulders to maintain traffic?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Will construction impact access to businesses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	Yes	No	Poss	N/A	Comments
8. Are there other projects (utility, district maintenance, construction, municipal) in the area that should be coordinated or avoided?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LYNDON ER P23-1(710), but schedule is unknown.
9. Will/Can the traffic be reasonably detoured? If no or N/A, proceed to #10. If yes or possibly:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project is outside roadway. Traffic control will be needed for construction vehicle access only.
a. Is the detour route roadway type equivalent to closed roadway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the local alternate detour route in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Will the detour route have a detrimental impact on emergency vehicles, school buses, or other sensitive traffic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Are there load limit restrictions on the detour?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Are there bridge/culvert width or height restrictions on the detour?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Are modifications needed at intersections on detour/alternate routes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will traffic signal timing need to be adjusted for the project (with or without a detour)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are there truck facilities or routes that would be impacted by the project or by a detour (turning radii, weight restrictions, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project is outside roadway. Traffic control will be needed for construction vehicle access only.
12. Are there special events or traffic generators (schools and bus routes, large employers, hospitals) that may be affected by the project and/or detour?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Will the emergency vehicle routing, mail delivery, school bus routes, or trash services be interrupted by the project (with or without a detour)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Are there specific stakeholders to engage regarding the work zone impacts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1111 permit for construction signage
15. Does the project occur within a high crash location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Are there other maintenance of traffic issues to consider? Specify.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

1. MUTCD definition of long-term work is occupying a location more than 3 days.

Additional Narrative for Projects with issues identified above:



- Randolph, VT 05060 (802) 728-3376
- Bedford, NH 03110 (603) 637-1043
- S. Burlington, VT 05403 (802) 878-7661
- Laconia, NH 03246 (603) 524-1166

Engineering • Planning • Development • Management

PROJECT LYNDON SANBORN COVERED BRIDGE 628829

SHEET NO. 1 OF 3

CALCULATED BY: CDL/BEG DATE: 07-Jan-26

CHECKED BY: CDL/RHD DATE: 07-Jan-26

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
LYNDON TAP TA23(20) 23F088
SANBORN (CENTRE) COVERED BRIDGE REHABILITATION
PHASE II

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	AMOUNT
199.9061	FORCE ACCOUNT WORK (N.A.B.I.)	FA	6000	\$1.00	\$6,000.00
201.1000	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	LS	1.0	\$5,000.00	\$5,000.00
203.1500	COMMON EXCAVATION	CY	10.0	\$50.00	\$500.00
204.2000	TRENCH EXCAVATION OF EARTH	CY	5.0	\$75.00	\$375.00
203.3000	EARTH BORROW	CY	250.0	\$20.00	\$5,000.00
204.2500	STRUCTURE EXCAVATION	CY	390.0	\$48.00	\$18,720.00
204.3000	GRANULAR BACKFILL FOR STRUCTURES	CY	160.0	\$70.00	\$11,200.00
208.3000	COFFERDAM EXCAVATION, EARTH	CY	200.0	\$70.00	\$14,000.00
208.4000	COFFERDAM	LS	2.0	\$30,000.00	\$60,000.00
301.2500	SUBBASE OF CRUSHED GRAVEL, COARSE GRADED	CY	40.0	\$94.00	\$3,760.00
301.2600	SUBBASE OF CRUSHED GRAVEL, FINE GRADED	CY	40.0	\$94.00	\$3,760.00
301.3500	SUBBASE OF DENSE GRADED CRUSHED STONE	CY	40.0	\$85.00	\$3,400.00
404.1100	TACK COAT, EMULSIFIED ASPHALT	CWT	0.4	\$300.00	\$120.00
401.1500	AGGREGATE SURFACE COURSE, PATH AND TRAILS	CY	20.0	\$60.00	\$1,200.00
406.0130	BITUMINOUS CONCRETE PAVEMENT, TYPE IS, QA TIER III	TON	15.0	\$160.00	\$2,400.00
502.1000	SHORING SUPERSTRUCTURE	LS	1.0	\$50,000.00	\$50,000.00
506.7500	STRUCTURAL STEEL	LS	1.0	\$15,000.00	\$15,000.00
507.1100	REINFORCING STEEL, LEVEL I	LB	26000.0	\$2.65	\$68,900.00
507.1600	DRILLING AND GROUTING DOWELS	LF	12.0	\$100.00	\$1,200.00
514.1000	WATER REPELLENT, SILANE	GAL	15.0	\$130.00	\$1,950.00
519.1000	MEMBRANE WATERPROOFING, SPRAY APPLIED	SY	205.0	\$106.75	\$21,883.75
522.2001	STRUCTURAL LUMBER AND TIMBER, UNTREATED (PURLINS)	MBFM	2.4	\$27,500.00	\$66,000.00
522.2002	STRUCTURAL LUMBER AND TIMBER, UNTREATED (DIAGONAL COUNTER BRACE, TRUSS)	MBFM	0.4	\$170,000.00	\$68,000.00
522.2003	STRUCTURAL LUMBER AND TIMBER, UNTREATED (DIAGONAL BRACE, TRUSS)	MBFM	0.1	\$135,000.00	\$13,500.00
522.2004	STRUCTURAL LUMBER AND TIMBER, UNTREATED (VERTICAL POSTS, TRUSS)	MBFM	3.2	\$33,500.00	\$107,200.00
522.2005	STRUCTURAL LUMBER AND TIMBER, UNTREATED (DECKING)	MBFM	1.5	\$25,000.00	\$37,500.00
522.2006	STRUCTURAL LUMBER AND TIMBER, UNTREATED (FLOOR BEAMS)	MBFM	1.5	\$24,000.00	\$36,000.00
522.2007	STRUCTURAL LUMBER AND TIMBER, UNTREATED (SIDEWALK FLOOR BEAMS)	MBFM	1.2	\$24,000.00	\$28,800.00



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- Laconia, NH 03246 (603) 524-1166

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PROJECT LYNDON SANBORN COVERED BRIDGE 628829

SHEET NO. 2 OF 3

CALCULATED BY: CDL/BEG DATE: 07-Jan-26

CHECKED BY: CDL/RHD DATE: 07-Jan-26

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
LYNDON TAP TA23(20) 23F088
SANBORN (CENTRE) COVERED BRIDGE REHABILITATION
PHASE II

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	AMOUNT
522.2008	STRUCTURAL LUMBER AND TIMBER, UNTREATED (TRUSS CHORDS)	MBFM	1.5	\$65,000.00	\$97,500.00
522.2009	STRUCTURAL LUMBER AND TIMBER, UNTREATED (LOWER LATERAL BRACING TIMBERS)	MBFM	1.4	\$24,000.00	\$32,400.00
522.2010	STRUCTURAL LUMBER AND TIMBER, UNTREATED (RAFTER SISTERS)	MBFM	0.4	\$23,500.00	\$9,400.00
522.2501	STRUCTURAL LUMBER AND TIMBER, TREATED (BOLSTER BEAMS)	MBFM	0.7	\$16,500.00	\$11,550.00
522.2502	STRUCTURAL LUMBER AND TIMBER, TREATED (MISCELLANEOUS)	MBFM	0.2	\$15,000.00	\$3,000.00
522.2503	STRUCTURAL LUMBER AND TIMBER, TREATED (TIMBER POST AND HANDRAIL)	LF	36.0	\$85.00	\$3,060.00
522.3001	NONSTRUCTURAL LUMBER AND TIMBER, UNTREATED (SIDING)	MBFM	3.1	\$8,000.00	\$24,800.00
522.3002	NONSTRUCTURAL LUMBER AND TIMBER, UNTREATED (CLAP BOARDS)	LS	1.0	\$10,000.00	\$10,000.00
522.5001	TIMBER REPAIRS (GLUE AND SCREW)	EA	25.0	\$150.00	\$3,750.00
529.1501	REMOVAL OF STRUCTURE (SUBSTRUCTURE ABUTMENTS)	EA	2.0	\$12,500.00	\$25,000.00
529.1502	REMOVAL OF STRUCTURE (SUPERSTRUCTURE - TIMBER)	EA	1.0	\$25,000.00	\$25,000.00
541.2100	CONCRETE, CLASS A	CY	145.0	\$2,400.00	\$348,000.00
602.2000	DRY MASONRY, GRANITE STAIRS	CY	4.0	\$1,950.00	\$7,800.00
613.1001	STONE FILL, TYPE 1	CY	80.0	\$96.00	\$7,680.00
613.1002	STONE FILL, TYPE 2	CY	75.0	\$93.00	\$6,975.00
620.4500	PLANK RAIL FENCE	LF	310.0	\$35.00	\$10,850.00
625.7000	POWER DROP STANCHION	EA	1.0	\$7,500.00	\$7,500.00
635.1100	MOBILIZATION/ DEMOBILIZATION (10% +/-)	LS	1.0	\$182,700.00	\$182,700.00
649.3100	GEOTEXTILE UNDER STONE FILL	SY	600.0	\$5.00	\$3,000.00
651.1500	TURF ESTABLISHMENT, GENERAL SEED	SY	230.0	\$5.00	\$1,150.00
651.3500	TOPSOIL	CY	10.0	\$60.00	\$600.00
651.4006	GRUBBING MATERIAL, 6 INCH	SY	230.0	\$20.00	\$4,600.00
653.1200	STRAW MULCH	TON	0.2	\$1,300.00	\$260.00
653.2002	ROLLED EROSION CONTROL PRODUCT, TYPE 1	SY	230.0	\$4.00	\$920.00
653.3500	STABILIZED CONSTRUCTION ENTRANCE	CY	40.0	\$100.00	\$4,000.00
653.4701	SILT FENCE TYPE I	LF	400.0	\$5.45	\$2,180.00
900.620	SPECIAL PROVISION (WOOD EPOXY REPAIRS)	EA	25.0	\$150.00	\$3,750.00
900.625	SPECIAL PROVISION (STAINING AND SEALING)	GAL	30.0	\$360.00	\$10,800.00



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- Bedford, NH 03110 (603) 637-1043
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- Laconia, NH 03246 (603) 524-1166

Engineering • Planning • Development • Management

PROJECT LYNDON SANBORN COVERED BRIDGE 628829

SHEET NO. 3 OF 3

CALCULATED BY: CDL/BEG DATE: 07-Jan-26

CHECKED BY: CDL/RHD DATE: 07-Jan-26

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
LYNDON TAP TA23(20) 23F088
SANBORN (CENTRE) COVERED BRIDGE REHABILITATION
PHASE II**

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	AMOUNT
900.645	SPECIAL PROVISION (BRIDGE FIRE ALARM DETECTION SYSTEM)	LS	1.0	\$40,000.00	\$40,000.00
900.645	SPECIAL PROVISION (REHABILITATION, TRANSPORT AND RE-ERECTION OF COVERED BRIDGE SUPERSTRUCTURE)	LS	1.0	\$260,000.00	\$260,000.00
900.645	SPECIAL PROVISION (LIGHTING AND ELECTRICAL INSTALLATION)	LS	1.0	\$42,000.00	\$42,000.00
900.645	SPECIAL PROVISION (TIMBER COATING, FIRE RETARDANT)	LS	1.0	\$40,000.00	\$40,000.00
900.645	SPECIAL PROVISION (TIMBER COATING, TERMICIDE/INSECTICIDE/ FUNGICIDE)	LS	1.0	\$10,000.00	\$10,000.00
900.645	SPECIAL PROVISION (TIMBER COATING, PAINT)	LS	1.0	\$20,000.00	\$20,000.00
900.675	SPECIAL PROVISION (METAL ROOFING)	SY	545.0	\$190.00	\$103,550.00

SUBTOTAL **\$2,015,143.75**

+ 10% ± CONTINGENCY **\$234,856.25**

Construction:

Est. Total Bridge Construction Base Bid **\$2,250,000.00**

Bridge Construction Admin. **\$0.00**

Total Bridge Construction **\$2,250,000.00**

Preliminary Engineering:

Engineering Study, Design, & Permitting **\$0.00**

Bid Phase Admin. **\$0.00**

Total Prelim. Engineering **\$0.00**

Total Budget for Project **\$2,250,000.00**

Note: In providing opinions of probable construction cost, the Client understands that D&K has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that our Opinion of Probable Construction Costs are made on the basis of our professional judgment and experience. D&K makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from the Opinion of Probable Construction Cost provided herein.