VERMONT

PROJECT
Brighton ER STP 034-3 (25)

VERMONT

AGENCY OF TRANSPORTATION

PROPOSAL

STANDARD SPECIFICATIONS FOR CONSTRUCTION
DATED 2011 SHALL APPLY TO THIS CONTRACT

SPECIAL PROVISIONS

SUPPLEMENTAL SPECIFICATIONS

SCHEDULE OF ITEMS

ELECTRONIC BID BOND to be submitted in the amount of 5% of the Contractor's bid.

BIDDING PROCEDURE

Bid Proposals will not be read unless accompanied by an electronic bid bond, and they may be rejected as irregular if they are not in compliance with Agency specifications.

NOTE: All bid proposals shall be properly filled out and submitted electronically utilizing Bid Express services.

SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS

Vermont Project Brighton ER STP 034-3 (25) in the town of Brighton.

The following provisions and supplemental specifications are included in this proposal and are effective for this contract.

Proposal holders are reminded of their responsibility to check the contents of this proposal against the following index. In the event that you suspect or determine the proposal is incomplete, notify the Agency's Contracts and Specifications Engineer immediately [(802)828-2641].

Proposal holders are also reminded of their other responsibilities to carefully examine all other information which affects the bidding process.

Required Contract Provisions for Federal-Aid Construction
Standard Federal EEO Specifications
Vermont Agency of Transportation Contractor Workforce Reporting Requirements
Workers' Compensation; State Contracts Compliance Requirement
General Special Provisions dated September 4, 2012
Bulletin 3.5 Compliance dated July 25, 2008
Special Provisions
Vermont Minimum Labor & Truck Rates
Disadvantaged Business Enterprise (DBE) Policy Contract Requirements
US Department of Labor Davis – Bacon Wage Rates
Asphalt Price Adjustment Provisions dated April 6, 2010
Section 520 - Membrane Waterproofing, Spray Applied dated September 4, 2012
Stream Alteration Permit #HD-7-0366 dated April 6, 2012
Certification for Federal-Aid Contracts
Schedule of Items
Contractor's EEO Certification Form
Debarment & Non-Collusion Affidavit

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. **Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. **Withholding**

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

3. **Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. **Certification of eligibility.**

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:			
Vermont 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
Connecticut (Mass) 006 Hartford - New Haven Springfield, CT-MA Non-SMSA Counties CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham	Indefinite	5.9	
New York 007 Albany - Schnectady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Sohoharie; 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)

VERMONT AGENCY OF TRANSPORTATION
CONTRACTOR WORKFORCE REPORTING REQUIREMENTS

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

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

CONTRACTOR MONTHLY EMPLOYMENT UTILIZATION REPORT
Vermont Agency of Transportation
Office of Civil Rights and Labor Compliance

PROJECT NAME AND NUMBER:	CURRENT GOALS	REPORTING PERIOD
	MINORITY: _____	FROM: _____
	FEMALE: 6.9%	TO: _____

CONTRACTOR'S NAME AND ADDRESS: _____

NUMBER OF WORK HOURS OF EMPLOYMENT												PERCENTAGE		NUMBER OF EMPLOYEES			
CONSTRUCTION TRADE CLASSIFICATION	TOTAL NUMBER - ALL WORK HOURS OF EMPLOYEES *BY TRADE*	BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN OR PACIFIC ISLANDERS		AMERICAN INDIAN OR ALASKAN NATIVE		WHITE (NOT OF HISPANIC ORIGIN)		*PERCENTAGE* OF TOTAL WORK HOURS BY MINORITY & FEMALE		TOTAL *NUMBER* OF EMPLOYEES		TOTAL *NUMBER* OF MINORITY EMPLOYEES	
	(BOTH MALE AND FEMALE)	M	F	M	F	M	F	M	F	M	F	MINORITY	FEMALE	M	F	M	F
TOTALS												%	%				

COMPANY OFFICIAL'S SIGNATURE AND TITLE	TELEPHONE NUMBER	DATE SIGNED	PAGE _____ OF _____

INSTRUCTIONS FOR FILING
MONTHLY EMPLOYMENT UTILIZATION REPORT

1. **PROJECT NAME AND NUMBER**
   Complete project name and number as assigned by the Vermont Agency of Transportation.

2. **CONTRACTOR'S NAME AND ADDRESS**
   Indicate the name and address of the *PRIME CONTRACTOR* with a construction contract funded in whole or in part with Federal funds.

3. **CURRENT GOALS**
   See section of contract regarding requirement for Affirmative Action (Executive Order 11246).

4. **REPORTING PERIOD**
   Monthly, beginning with the effective date of the contract.

5. **CONSTRUCTION TRADE CLASSIFICATION**
   Indicate only those classifications used on this contract.

6. **TOTAL NUMBER – ALL WORK HOURS OF EMPLOYEES BY TRADE**
   Indicate the total number of hours (male and female *combined*) worked by employees in each trade classification.

7. **BLACK,/HISPANIC/ASIAN/AMERICAN INDIAN/WHITE CATEGORIES**
   Indicate the total number of hours (male and female *separated*) worked by each specified ethnic group of employees in each classification.

8. **PERCENTAGE OF TOTAL WORK HOURS - MINORITY**
   Indicate the PERCENTAGE of total minority work hours (male and female MINORITIES *combined)* of all work hours (the sum of the BLACK, HISPANIC, ASIAN, and AMERICAN INDIAN columns divided by the sum of TOTAL NUMBER OF ALL WORK HOURS - just one figure for each construction trade.)

9. **PERCENTAGE OF TOTAL WORK HOURS - FEMALE**
   Divide the TOTAL NUMBER – ALL WORK HOURS OF EMPLOYEES BY TRADE for each classification by the total number of females reported in BLACK, HISPANIC, ASIAN, AMERICAN INDIAN **and WHITE** for each classification.

10. **TOTAL NUMBER OF EMPLOYEES**
    Indicate the total number of male employees and the total number of female employees working in each classification in the contractor's work force during the reporting period.

11. **TOTAL NUMBER OF MINORITY EMPLOYEES**
    Indicate the total number of male *MINORITY* employees and the total number of female *MINORITY (non-white)* employees working in each classification in the contractor's work force during the reporting period.

12. **COMPLETE THE FORM: SIGNATURE, TITLE, PHONE NUMBER, DATE, PAGE ____ OF ____.**

13. **AT THE END OF EACH MONTH, SUBMIT** the completed Monthly Employment Utilization Report Form to the State Resident Engineer on the project site. One of these forms should be completed for each month of the contract.

VTrans Working to Get You There
Vermont Agency of Transportation

CONTRACTOR CUMULATIVE MONTHLY EMPLOYMENT UTILIZATION REPORT
(Include ALL SUBCONTACTORS)

Vermont Agency of Transportation
Office of Civil Rights and Labor Compliance

PROJECT NAME AND NUMBER:	CURRENT GOALS	REPORTING PERIOD
	MINORITY:	FROM:
	FEMALE: 6.9%	TO:

CONTRACTOR'S NAME AND ADDRESS: _____

	NUMBER OF WORK HOURS OF EMPLOYMENT											PERCENTAGE		NUMBER OF EMPLOYEES			
CONSTRUCTION TRADE CLASSIFICATION	TOTAL NUMBER - ALL WORK HOURS OF EMPLOYEES *BY TRADE*	BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN OR PACIFIC ISLANDERS		AMERICAN INDIAN OR ALASKAN NATIVE		WHITE (NOT OF HISPANIC ORIGIN)		*PERCENTAGE* OF TOTAL WORK HOURS BY MINORITY & FEMALE		TOTAL *NUMBER* OF EMPLOYEES		TOTAL *NUMBER* OF MINORITY EMPLOYEES	
	(BOTH MALE AND FEMALE)	M	F	M	F	M	F	M	F	M	F	MINORITY	FEMALE	M	F	M	F
TOTALS												%	%				

COMPANY OFFICIAL'S SIGNATURE AND TITLE	TELEPHONE NUMBER	DATE SIGNED	PAGE _____ OF _____

INSTRUCTIONS FOR FILING
CUMULATIVE MONTHLY EMPLOYMENT UTILIZATION REPORT

[Using the Monthly Employment Utilization Reports collected from the subcontractors on the job, ***COMBINE all the information*** *to complete the CUMULATIVE Monthly Employment Utilization Report Form and submit to the State Resident Engineer on the project each month.]*

1. **PROJECT NAME AND NUMBER**
   Complete project name and number as assigned by the Vermont Agency of Transportation.

2. **CONTRACTOR'S NAME AND ADDRESS**
   Indicate the name and address of the *PRIME CONTRACTOR* with a construction contract funded in whole or in part with Federal funds.

3. **CURRENT GOALS**
   See section of contract regarding requirement for Affirmative Action (Executive Order 11246).

4. **REPORTING PERIOD**
   Monthly, beginning with the effective date of the contract.

5. **CONSTRUCTION TRADE CLASSIFICATION**
   Indicate only those classifications used on this contract.

6. **TOTAL NUMBER – ALL WORK HOURS OF EMPLOYEES BY TRADE**
   Indicate the total number of hours (male and female *combined*) worked by employees in each trade classification.

7. **BLACK,/HISPANIC/ASIAN/AMERICAN INDIAN/WHITE CATEGORIES**
   Indicate the total number of hours (male and female *separated*) worked by each specified ethnic group of employees in each classification.

8. **PERCENTAGE OF TOTAL WORK HOURS - MINORITY**
   Indicate the PERCENTAGE of total minority work hours (male and female MINORITIES *combined)* of all work hours (the sum of the BLACK, HISPANIC, ASIAN, and AMERICAN INDIAN columns divided by the sum of TOTAL NUMBER OF ALL WORK HOURS - just one figure for each construction trade.)

9. **PERCENTAGE OF TOTAL WORK HOURS - FEMALE**
   Divide the TOTAL NUMBER – ALL WORK HOURS OF EMPLOYEES BY TRADE for each classification by the total number of females reported in BLACK, HISPANIC, ASIAN, AMERICAN INDIAN **and WHITE** for each classification.

10. **TOTAL NUMBER OF EMPLOYEES**
    Indicate the total number of male employees and the total number of female employees working in each classification in the contractor's work force during the reporting period.

11. **TOTAL NUMBER OF MINORITY EMPLOYEES**
    Indicate the total number of male *MINORITY* employees and the total number of female *MINORITY (non-white)* employees working in each classification in the contractor's work force during the reporting period.

12. **COMPLETE THE FORM: SIGNATURE, TITLE, PHONE NUMBER, DATE, PAGE ____ OF ____.**

13. **AT THE END OF EACH MONTH, SUBMIT** the completed **CUMULATIVE** Monthly Employment Utilization Report Form to the State Resident Engineer on the project site. One of these forms should be completed for each month of the contract.

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Vermont Agency of Transportation
Subcontractor Reporting Form

This form must be completed in its entirety by the Contractor and included in all requests to sublet or assign work as outlined in Section 108.01 of the Standard Specifications for Construction.

The Agency of Transportation in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00 requires the contractor to comply with the following provisions and requirements:

The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____ Project Name & Number: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____

By: _____ Name: _____
Signature* (Type or Print)

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

Rev. 11-01-10

GENERAL SPECIAL PROVISIONS FOR ALL PROJECTS
2011 STANDARD SPECIFICATIONS

SECTION 105 - CONTROL OF THE WORK

1. 105.03 PLANS AND WORKING DRAWINGS, part (b) Working Drawings, subpart (4) List of Working Drawings, is hereby modified by deleting the phrase "Roadway, Traffic, and Safety Engineer" and replacing it with the phrase "Construction Engineer" in the twenty-third row (beginning "641").

2. 105.14 SUNDAY AND HOLIDAY WORK, part (b) Holidays, is hereby corrected by deleting punctuation "," at the end of the paragraph and replacing it with punctuation ".".

3. 105.26 OPENING WASTE, BORROW, AND STAGING AREAS, part (f), is hereby corrected by deleting punctuation "." at the end of the paragraph.

SECTION 109 - MEASUREMENT AND PAYMENT

4. SECTION 109 - MEASURMENT AND PAYMENT, is hereby corrected by deleting pages 1-141 and 1-142 in their entirety.

SECTION 203 - EXCAVATION AND EMBANKMENTS

5. 203.01 DESCRIPTION, is hereby modified by adding the phrase "performing test borings for the purpose of determining areas of roadway and embankment subsurface voids;" after the phrase "trimming and shaping of slopes;" in the first sentence of the first paragraph.

6. 203.01 DESCRIPTION, is hereby further modified by adding the following new part (l):

   (l) Test Borings. Test Borings shall consist of an investigative and planned approach to determining areas of roadway and embankment subsurface voids and repairing bored areas.

7. 203.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

   PVC Plastic Pipe.....710.06

8. 203.02 MATERIALS, is hereby further modified by adding the following paragraphs:

   Concrete for backfilling subsurface voids shall meet the requirements of Controlled Density (Flowable) Fill of Section 541.

   Bituminous concrete pavement shall conform to the requirements of Section 406 or 490, as applicable for the Contract, with the exception that the mix design submittal and plant inspection requirements set forth in Section 406 or 490 will not apply.

9. 203.03 GENERAL CONSTRUCTION REQUIREMENTS, is hereby modified by adding the following as the eighth paragraph:

Prior to the construction of Test Borings and the placement of Controlled Density (Flowable) Fill, the Contractor shall submit to the Engineer site-specific plans, detailing the schedule of work (for these two items), type and location of drilling, sleeve installation, pumping system, confirmatory boring operation, method of filling bore hole (with or without voids being encountered), and repair of the roadway section (sand, gravel, and pavement).

10. 203.11 EMBANKMENTS, is hereby modified by adding the following new part (e):

(e) Test Borings. Test borings shall be performed at the approximate locations indicated in the Plans and/or as directed by the Engineer.

When used adjacent to culverts, test borings shall extend to a depth equal to the bottom of the culvert using casing advanced drilling methods. Alternate drilling equipment that provides a suitably clean, open hole may be submitted to the Engineer for approval.

If void(s) are encountered, Controlled Density (Flowable) Fill shall be placed to completely fill the void(s). Confirmatory borings shall be performed in these locations as directed by the Engineer.

The roadway surface at boring hole locations shall be backfilled and then patched using Bituminous Concrete Pavement.

11. 203.13 METHOD OF MEASUREMENT, is hereby modified by adding the following new part (e):

(e) Test Borings. The quantity of Test Borings to be measured for payment will be the number of meters (linear feet) of test boring performed in the complete and accepted work.

12. 203.14 BASIS OF PAYMENT, is hereby modified by adding the phrase "and Test Borings" after the phrase "Shoulder Berm Removal" in the first sentence of the first paragraph.

13. 203.14 BASIS OF PAYMENT, is hereby further modified by adding the phrase "submitting site-specific plans as required, performing test borings, installing sleeves, backfilling, patching with bituminous concrete pavement," after the phrase "work specified," in the second sentence of the first paragraph.

14. 203.14 BASIS OF PAYMENT, is hereby corrected by adding a period at the end of the sixth paragraph.

15. 203.14 BASIS OF PAYMENT, is hereby still further modified by adding the following paragraph and pay item:

Filling of subsurface voids encountered in performing Test Borings will be paid for under Contract item 541.45.

Payment will be made under:

Pay Item	Pay Unit
203.45 Test Borings	Meter (Linear Foot)

SECTION 406 - MARSHALL BITUMINOUS CONCRETE PAVEMENT

16. 406.03 COMPOSITION OF MIXTURE, part (f) Boxed Samples, is hereby corrected by adding the word "Engineer" to the end of the second (last) sentence.

SECTION 507 - REINFORCING STEEL

17. 507.01 DESCRIPTION, is hereby modified by adding the phrase "of the level specified" after the phrase "bar reinforcement".

18. 507.01 DESCRIPTION, is hereby further modified by adding the following paragraphs:

Levels and associated types of reinforcing steel are specified as follows:

(a) Level I (Limited Corrosion Resistance). Level I reinforcing includes plain, low alloy, and epoxy coated reinforcing steel.

(b) Level II (Improved Corrosion Resistance). Level II reinforcing includes stainless clad and dual-coated reinforcing steel.

(c) Level III (Exceptional Corrosion Resistance). Level III reinforcing includes solid stainless reinforcing steel.

The location, level, and when specified, type of reinforcing shall be as indicated in the Plans. Reinforcing supplied shall meet the requirements of the level specified or any higher level. Only one type of reinforcing steel shall be used for each level for the Contract work, unless permitted in writing by the Engineer.

19. 507.02 MATERIALS, is hereby modified by deleting the sixth (final) entry in the Subsection listing.

20. 507.03 FABRICATION AND SHIPMENT, part (a) General, is hereby modified by adding the phrase "deformed bar" after the phrase "shall be" in the first paragraph.

21. 507.03 FABRICATION AND SHIPMENT, part (a) General, is hereby corrected by deleting punctuation ".." and replacing it with punctuation "." at the end of the first paragraph.

22. 507.04 PROTECTION OF MATERIAL, is hereby modified by adding the following as the second sentence in the first paragraph:

When multiple levels of reinforcing steel are used on a project, they shall be stored separately, including during transport in order that there is no direct contact between the bars.

23. 507.04 PROTECTION OF MATERIAL, is hereby further modified by deleting the phrase "The epoxy coating" and replacing it with the word "Coatings" in the third sentence of the third paragraph.

24. 507.04 PROTECTION OF MATERIAL, is hereby still further modified by deleting the phrase "as required for damaged areas" and replacing it with the phrase "per the coating manufacturer's recommendations and to the satisfaction of the Engineer" in the third sentence of the fifth (last) paragraph.

25. 507.04 PROTECTION OF MATERIAL, is hereby still further modified by adding the following paragraph:

All ends of Level II reinforcement where the mild steel core is exposed shall be capped in accordance with one of the following:

(a) Heat-shrink cap applied in accordance with the cap manufacturer's instructions.

(b) Neoprene cap adhered with silicone or epoxy sealant.

(c) Stainless steel cap epoxied in place.

(d) Stainless steel seal weld.

26. 507.05 PLACING AND FASTENING REINFORCING STEEL, is hereby modified by deleting the sixth paragraph in its entirety and replacing it with the following:

Tie wires and supports used for installation of reinforcement shall be composed of the same material as any steel being contacted or shall be nonmetallic or coated with a dielectric (electrically insulated) material to prevent reactions between dissimilar metals. When forms are to be removed in their entirety, uncoated steel chairs equipped with snug-fitting, high-density, polyethylene tips which provide 3 mm (1/4 inch) clearance between the metal and any exposed surface may be used.

27. 507.10 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase ", Epoxy Coated Reinforcing Steel, and Galvanized Reinforcing Steel" and replacing it with the phrase "of the type and size specified" in the first paragraph.

28. 507.10 METHOD OF MEASUREMENT, is hereby further modified by adding the phrase "of the type specified" at the end of the second paragraph (beginning "The quantity of Drilling and Grouting Dowels…").

29. 507.11 BASIS OF PAYMENT, is hereby modified by deleting the following pay items:

Pay Item	Pay Unit
507.15 Reinforcing Steel	Kilogram (Pound)
507.17 Epoxy Coated Reinforcing Steel	Kilogram (Pound)
507.18 Galvanized Reinforcing Steel	Kilogram (Pound)

30. 507.11 BASIS OF PAYMENT, is hereby further modified by adding the following pay items:

Pay Item	Pay Unit
507.11 Reinforcing Steel, Level I	Kilogram (Pound)
507.12 Reinforcing Steel, Level II	Kilogram (Pound)
507.13 Reinforcing Steel, Level III	Kilogram (Pound)

SECTION 516 - EXPANSION DEVICES

31. 516.01 DESCRIPTION, is hereby modified by adding the phrase ", or partially removing and modifying," after the word "installing".

32. 516.05A PARTIAL REMOVAL AND MODIFICATION, is hereby made a new Subsection of the Standard Specifications as follows:

516.05A PARTIAL REMOVAL AND MODIFICATION. The Contractor shall partially remove and modify the existing bridge joint at the locations indicated in the Plans and as directed by the Engineer.

Steel for new joint plates shall meet the requirements of Subsection 714.02.

The Contractor shall remove and dispose of existing joint plates, drain troughs, and associated hardware.

The Contractor shall grind existing steel plates and/or shoulder concrete to the configuration shown on the Plans. The final surface shall be to the satisfaction of the Engineer.

33. 516.06 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Partial Removal and Modification of Bridge Joint to be measured for payment will be the number of meters (linear feet) of bridge joint removed and modified in the complete and accepted work, measured along its centerline.

34. 516.07 BASIS OF PAYMENT, is hereby modified by adding the following paragraph and pay item:

The accepted quantity of Partial Removal and Modification of Bridge Joint will be paid for at the Contract unit price per meter (linear foot). Payment will be full compensation for partially removing and modifying the existing joint as specified and as detailed in the Plans, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
516.20 Partial Removal and Modification of Bridge Joint	Meter (Linear Foot)

SECTION 525 - BRIDGE RAILINGS

35. 525.02 MATERIALS, is hereby modified by adding the following as the third entry in the Subsection listing:

Structural Steel.....714.02

36. 525.06 INSTALLATION, part (a) General, is hereby modified by adding the following as the sixth (last) paragraph:

Concrete railing shall receive an aesthetic finish in accordance with Subsection 501.16. Cracks in concrete railing shall be repaired by a method approved by the Engineer. Cracks in concrete greater than 0.25 mm (0.01 inch) may be cause for rejection.

37. 525.08 BASIS OF PAYMENT, is hereby modified by adding the phrase "for furnishing all forms, joint filler, admixtures, trial batches, and connection plates for approach railing terminal connectors; for satisfactory completion of any necessary repairs, surface finishing, and curing;" after the phrase "for all work necessary for verifying and adjusting post height and/or bolt spacing of existing posts;" in the second (last) sentence of the third paragraph.

38. 525.08 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Pay Item	Pay Unit
525.45 Bridge Railing, Galvanized Steel Tubing/ Concrete Combination	Meter (Linear Foot)

SECTION 531 - BRIDGE BEARING DEVICES

39. 531.04 FABRICATION, part (b) Surface Protection, is hereby corrected by deleting punctuation ",:" at the end of the paragraph and replacing it with punctuation ".".

SECTION 540 - PRECAST CONCRETE

40. 540.02 MATERIALS, is hereby modified by deleting the fourteenth entry (beginning "Coated Bar Reinforcement...") in the Subsection listing.

41. 540.02 MATERIALS, is hereby further modified by adding the following as the twenty-eighth entry in the Subsection listing:

Sheet Membrane Waterproofing, Preformed Sheet.....726.11

42. 540.07 FABRICATION, part (e) Placing Concrete, is hereby modified by deleting the phrase "done with care" and replacing it with the phrase "performed in accordance with Subsection 501.10(f)" in the third (last) sentence.

43. 540.10 INSTALLATION, is hereby modified by adding the following new part (c):

(c) Sheet Membrane Waterproofing. A reinforced asphalt, synthetic resin, or coal-tar based preformed sheet membrane shall be placed over the joints of precast concrete units in accordance with the Contract Documents. All work performed shall be in accordance with the manufacturer's recommendations.

Material for membrane shall meet the requirements of Subsection 726.11.

Waterproofing shall not be performed in wet weather or when the temperature is below 5°C (40°F), without the authorization of the Engineer.

The concrete surfaces that are to be waterproofed shall be reasonably smooth and free from projections or holes and shall be cleaned of dust and loose material. The surfaces shall be visibly dry prior to and during application of the membrane system.

44. 540.14 BASIS OF PAYMENT, is hereby modified by adding the following paragraph:

Furnishing and placing preformed sheet membrane waterproofing, including primer, mastic, polyurethane membrane sealant, and surface preparation, is considered incidental to the work for Precast Concrete Structure.

SECTION 541 - STRUCTURAL CONCRETE

45. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric) is hereby modified by adding the following as the eighth (bottom) row with the included footnote:

Controlled Density (Flowable) Fill	To be designed***	0.85	125 min.	15 ± 5	704.01 (Fine Aggregate)	90 max.	---

*** A mineral admixture is required to replace a portion of the cement.

46. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English) is hereby modified by adding the following as the eighth (bottom) row:

Controlled Density (Flowable) Fill	To be designed***	0.85	6 min.	15 ± 5	704.01 (Fine Aggregate)	125 max.	---

*** A mineral admixture is required to replace a portion of the cement.

47. 541.10 PLACING CONCRETE, part (c) Placement Limitations, is hereby modified by adding the following as the twelfth (last) paragraph:

Flowable fill shall be applied to voids and other locations as specified in the Contract Documents and as directed by the Engineer. Flowable fill shall be able to completely fill the existing voids.

48. 541.19 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase "or LW" and replacing it with the phrase "LW, or Flowable Fill" in the first sentence of the first paragraph.

49. 541.20 BASIS OF PAYMENT, is hereby modified by adding the following pay item:

Payment will be made under:

Pay Item	Pay Unit
541.45 Controlled Density (Flowable) Fill	Cubic Meter (Cubic Yard)

SECTION 580 - STRUCTURAL CONCRETE REPAIR

50. 580.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

Polymer Concrete Repair Material.....780.05

51. 580.03 PROPORTIONING AND MIXING, is hereby modified by deleting the last sentence of the first paragraph in its entirety and replacing it with the following:

The product shall not be extended with sand or gravel, except for Rapid Setting Concrete Repair Material with Coarse Aggregate and Polymer Concrete Repair Material when mixed with approved aggregates in conformance with the manufacturer's recommendations.

52. 580.04 SURFACE PREPARATION FOR REPAIRS, OVERLAYS AND MEMBRANES, is hereby modified by adding the word "abrasive" after the phrase "shall be" and before the phrase "blast cleaned" in the first sentence of the third paragraph.

53. 580.04 SURFACE PREPARATION FOR REPAIRS, OVERLAYS AND MEMBRANES, is hereby further modified by adding the phrase ", or Polymer Concrete Repair Material," after the word "Aggregate" in the sixth paragraph.

54. 580.08 METHOD OF MEASUREMENT, is hereby modified by deleting the phrase "and not for new patches, which will be the responsibility of the Contractor" and replacing it with the phrase ", with no deductions made for areas of new patches" in the second sentence of the ninth paragraph.

55. 580.08 METHOD OF MEASUREMENT, is hereby further modified by adding the phrase ", and Polymer Concrete Repair Material" after the word "Aggregate" in the first sentence of the tenth paragraph.

56. 580.09 BASIS OF PAYMENT, is hereby modified by adding the phrase ", and Polymer Concrete Repair Material" after the word "Aggregate" in the seventh paragraph.

57. 580.09 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

Pay Item	Pay Unit
580.21 Polymer Concrete Repair Material	Cubic Meter (Cubic Yard)

SECTION 608 – EQUIPMENT RENTAL

58. 608.02 GENERAL REQUIREMENTS, is hereby modified by adding the following new part (i):

(i) Truck-Mounted Attenuator, Advanced Warning Vehicle/Protection Vehicle (AWV/PV). Truck-Mounted Attenuator, AWV/PV shall consist of a Truck-Mounted Attenuator meeting the requirements of Subsection 608.02(h) and be equipped with a Changeable Message Sign in accordance with the MUTCD. The Changeable Message Sign shall be mounted so as to be clearly visible to the traveling public and shall be capable of being controlled from inside the cab of the vehicle, with capable controls including but not limited to turning the sign on and off, changing between preset messages, and inserting new messages when approved by the Engineer. Phases of signing shall have the ability to change automatically when required.

59. 608.04 BASIS OF PAYMENT, is hereby modified by changing the word "item" to "items" and by adding the phrase "and Truck-Mounted Attenuator, AWV/PV" after the phrase "Truck-Mounted Attenuator" in the second (last) paragraph.

60. 608.04 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

Pay Item	Pay Unit
608.50 Truck-Mounted Attenuator, AWV/PV	Hour

SECTION 613 – STONE FILL, RIPRAP, AND SLOPE PAVING

61. 613.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

Rock Fill for Gabions.....706.06
Gabion Baskets.....712.04

62. 613.04 PLACING, is hereby modified by adding the following new part (d):

(d) Rock Fill for Gabions. The furnishing and installing of gabion baskets shall be performed in accordance with the manufacturer's recommendations.

The Contractor should expect to perform some manual stone placement to minimize voids and to create a neat, flat vertical surface of gabions.

63. 613.05 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Gabion Wall to be measured for payment will be the number of cubic meters (cubic yards) of Rock Fill for Gabions placed in the complete and accepted work.

64. 613.06 BASIS OF PAYMENT, is hereby modified by adding the phrase "and Gabion Wall" after the word "specified" in the first sentence of the first paragraph.

65. 613.06 BASIS OF PAYMENT, is hereby modified by adding the phrase ", including gabion baskets," after the word "material" in the third (last) sentence of the first paragraph.

66. 613.06 BASIS OF PAYMENT, is hereby still further modified by adding the phrase "or rock" after the word "stone" in the first sentence of the second paragraph.

67. 613.06 BASIS OF PAYMENT, is hereby still further modified by adding the following paragraph:

Geotextile fabric and bedding material for Gabion Wall will be paid for under the appropriate Contract items.

68. 613.06 BASIS OF PAYMENT, is hereby still further modified by adding the following pay item:

Payment will be made under:

Pay Item	Pay Unit
613.25 Gabion Wall	Cubic Meter (Cubic Yard)

SECTION 616 - CURBS AND GUTTERS

69. 616.05 REPOINTING GRANITE BRIDGE CURB, is hereby made a new Subsection of the Standard Specifications as follows:

616.05 REPOINTING GRANITE BRIDGE CURB. The existing mortar bed and vertical curb joints shall be repointed as shown on the Plans. Mortar shall meet the requirements of Subsection 707.01.

70. 616.14 METHOD OF MEASUREMENT, is hereby modified by adding the following as the second paragraph:

The quantity of Repointing Granite Bridge Curb to be measured for payment will be the number of liters (gallons) of mortar applied in the completed and accepted work, measured to the nearest liter (gallon).

71. 616.14 METHOD OF MEASUREMENT, is hereby corrected by changing the word "portland" to "Portland" in the fifth (last) paragraph.

72. 616.15 BASIS OF PAYMENT, is hereby modified by adding the following as the second paragraph:

The accepted quantity of Repointing Granite Bridge Curb will be paid for at the Contract unit price per liter (gallon). Payment will be full compensation for furnishing, transporting, handling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

73. 616.15 BASIS OF PAYMENT, is hereby corrected by changing the word "portland" to "Portland" in the fourth paragraph.

74. 616.15 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

Pay Item	Pay Unit
616.225 Repointing Granite Bridge Curb	Liter (Gallon)

SECTION 621 - TRAFFIC BARRIERS

75. 621.01 DESCRIPTION, is hereby modified by adding the phrase "repairing," after the phrase "removing,".

76. 621.02 MATERIALS, is hereby modified by adding the following as the fifth entry in the Subsection listing:

Wire Rope or Cable.....713.03

77. 621.13 REPLACEMENT, ADJUSTMENT, REMOVAL, AND DISPOSAL OF GURADRAIL OR GUIDE POSTS, is hereby modified by deleting the phrase "post assemblies and panel units" and replacing it with the phrase "guardrail components" in the second sentence of the first paragraph.

78. 621.13 REPLACEMENT, ADJUSTMENT, REMOVAL, AND DISPOSAL OF GUARDRAIL OR GUIDE POSTS, is hereby further modified by deleting the phrase "post assembly replacement or guardrail beam replacement occur" and replacing it with the phrase "guardrail component replacement occurs" in the fourth paragraph.

79. 621.13 REPLACEMENT, ADJUSTMENT, REMOVAL, AND DISPOSAL OF GURADRAIL OR GUIDE POSTS, is hereby still further modified by adding the following as the sixth and seventh paragraphs:

Offset blocks designated for replacement shall be replaced in-kind. Materials shall be in conformance with the applicable requirements of Subsection 728.01 for either wood, steel, or alternative blockouts.

Cable guardrail repair shall be performed in accordance with VTrans Standard Drawing G-6 and as directed by the Engineer.

80. 621.14 METHOD OF MEASUREMENT, is hereby modified by adding the following as the fourth and fifth paragraphs of the Subsection text:

The quantities of Cable Guardrail J-Bolt, Galvanized and Cable Guardrail Splice Unit to be measured for payment will be the number of units installed in the complete and accepted work.

The quantity of Replacement of Guardrail Cable to be measured for payment will be the number of meters (linear feet) installed in the complete and accepted work.

81. 621.14 METHOD OF MEASUREMENT, is hereby further modified by adding the following as the eighth paragraph of the Subsection text:

The quantities of Steel Beam Guardrail Delineator and Steel Beam Guardrail Offset Block to be measured for payment will be the number of each component replaced in the complete and accepted work.

82. 621.15 BASIS OF PAYMENT, is hereby modified by adding the following as the second, third, and fourth paragraphs of the Subsection text:

The accepted quantities of Cable Guardrail J-Bolt, Galvanized and Cable Guardrail Splice Unit will be paid for at the Contract unit price for each.

The accepted quantity of Replacement of Cable Guardrail will be paid for at the Contract unit price per meter (linear foot).

The accepted quantities of Steel Beam Guardrail Delineator and Steel Beam Guardrail Offset Block will be paid for at the Contract unit price for each.

83. 621.15 BASIS OF PAYMENT, is hereby further modified by adding the phrase "removing and disposing of damaged guardrail component(s)," after the phrase "specified," in the first sentence of the tenth paragraph.

84. 621.15 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

Payment will be made under:

Pay Item	Pay Unit
621.173 Cable Guardrail J-Bolt, Galvanized	Each
621.174 Cable Guardrail Splice Unit	Each
621.175 Replacement of Guardrail Cable	Meter (Linear Foot)
621.218 Steel Beam Guardrail Delineator	Each
621.219 Steel Beam Guardrail Offset Block	Each
621.70 Guardrail Approach Section, Galvanized Type I	Each
621.71 Guardrail Approach Section, Galvanized Type II	Each
621.726 Guardrail Approach Section, Galvanized 3 Rail Box Beam w/Curb	Each
621.735 Guardrail Approach Section, Steel Beam	Each
621.736 Guardrail Approach Section, Steel Beam w/2.4 m (8 feet) Posts	Each
621.737 Guardrail Approach Section, Galvanized HD Steel Beam	Each
621.738 Guardrail Approach Section, Galvanized HD Steel Beam w/2.4 m (8 feet) Posts	Each
621.748 Guardrail Approach Section to Concrete Combination Bridge Railing, TL-3	Each

SECTION 677 - OVERHEAD TRAFFIC SIGN SUPPORTS

85. 677.01 DESCRIPTION, is hereby modified by adding the phrase "and removing and disposing of existing overhead traffic sign supports," after the phrase "supports,".

86. 677.03 GENERAL, is hereby modified by adding the following paragraph:

Where existing overhead traffic sign supports are to be removed, the Contractor shall remove and dispose of the entire sign assembly, including concrete footings, to a depth of 450 mm (18 inches) below existing grade. Areas of ground disturbance shall be restored to the satisfaction of the Engineer.

87. 677.05 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Remove Existing Overhead Sign Assembly of the type specified to be measured for payment will be the number of each assembly removed in the complete and accepted work.

88. 677.06 BASIS OF PAYMENT, is hereby modified by adding the following paragraphs and pay items:

The accepted quantity of Remove Existing Overhead Sign Assembly of the type specified will be paid for at the Contract unit price per each. Payment will be full compensation for removing and disposing of assembly components, including concrete footings; for performing any excavation necessary; for restoring areas of ground disturbance; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Costs associated with providing traffic control and/or flaggers for performing the work will be paid under the appropriate Contract item(s).

Payment will be made under:

Pay Item	Pay Unit
677.30 Remove Existing Overhead Sign Assembly, Cantilever	Each
677.35 Remove Existing Overhead Sign Assembly, Multi-Support	Each

SECTION 678 - TRAFFIC CONTROL SIGNALS

89. 678.01 DESCRIPTION, is hereby modified by adding the phrase ", and removing existing traffic control systems" after the word "system" in the first paragraph.

90. 678.02 MATERIALS, is hereby corrected by deleting "convers" and replacing it with the word "covers" in the second sentence of the last paragraph of the Subsection text.

91. 678.11 INSTALLATION, sixteenth paragraph, part (a), is hereby modified by adding the following as the third sentence:

The Contractor shall remove any equipment to be salvaged or reused in such a manner that the equipment is not damaged.

92. 678.13 METHOD OF MEASUREMENT, is hereby modified by adding the following paragraph:

The quantity of Removal of Existing Traffic Control Signal System to be measured for payment will be for each traffic control signal system removed in the complete and accepted work.

93. 678.14 BASIS OF PAYMENT, is hereby modified by adding the phrase "all removal, disposal, and salvage and/or reuse of existing system equipment and components," after the phrase "Electrical Wiring," in the second sentence of the first paragraph.

94. 678.14 BASIS OF PAYMENT, is hereby further modified by adding the following paragraph and pay item:

The accepted quantity of Removal of Existing Traffic Control Signal System will be paid for at the Contract unit price per each. Payment will be full compensation for removing and handling the existing traffic control signal system components as specified in the Contract Documents and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
678.45 Removal of Existing Traffic Control Signal System	Each

SECTION 700 GENERAL

95. 700.01 GENERAL STATEMENT, is hereby corrected by deleting punctuation ".,." at the end of the first sentence of the fourth paragraph and replacing it with punctuation ".".

SECTION 713 - REINFORCING STEEL, WELDED WIRE REINFORCEMENT, AND REINFORCING STRAND

96. 713.01 BAR REINFORCEMENT, is hereby modified by deleting the phrase "conforming to AASHTO M 31M/M 31, including supplementary requirements" and replacing it with the phrase ", unless otherwise specified in the Contract Documents" in the first paragraph.

97. 713.01 BAR REINFORCEMENT, is hereby further modified by adding the following new parts (a)-(f) and associated paragraphs:

(a) Plain Reinforcing Steel. Plain reinforcing steel shall conform to AASHTO M 31M/M 31, including supplementary requirements.

(b) Low Alloy Reinforcing Steel. Low alloy reinforcing steel shall conform to ASTM A 706/A 706M.

(c) Epoxy Coated Reinforcing Steel. Epoxy coated reinforcing steel shall have an electrostatically applied organic epoxy protective coating, which has been prequalified, fabricated, tested, and installed in accordance with AASHTO M 284M/M 284 or ASTM A 884.

(d) Stainless Clad Reinforcing Steel. Stainless clad reinforcing steel shall meet the requirements of AASHTO M 329M/M 329.

(e) Dual-Coated Reinforcing Steel. Dual-coated reinforcing steel shall meet the requirements of ASTM A 1055/A 1055M.

(f) Solid Stainless Reinforcing Steel. Solid stainless reinforcing steel shall meet the requirements of ASTM A 955/A 955M with one of the following UNS designations: S24100, S30400, S31603, S31653, S32101, S32201, S32205, or S32304. Different designations shall not be mixed within the same project.

Where no core steel requirements are specified in the above specifications, the steel core of the bar reinforcement shall meet the requirements of plain reinforcing steel.

Certification. A Type D Certification shall be furnished in accordance with Subsection 700.02. Certification for Epoxy Coated Reinforcing Steel shall include the coating and coating process.

98. 713.07 COATED BAR REINFORCEMENT, is hereby modified by being deleted in its entirety.

SECTION 714 - STRUCTURAL STEEL

99. 714.08 ANCHOR BOLTS, BEARING DEVICES, is hereby corrected by deleting ".F" and replacing it with "F" in the first sentence of the first paragraph.

100. 714.08 ANCHOR BOLTS, BEARING DEVICES, is hereby further corrected by deleting punctuation "." and replacing it with punctuation "." at the end of the second sentence of the first paragraph.

SECTION 726 - PROTECTIVE COATINGS AND WATERPROOFING MATERIALS

101. 726.10 CONCRETE STAINING AND SEALING SYSTEMS, is hereby made a new Subsection of the Standard Specifications as follows:

726.10 CONCRETE STAINING AND SEALING SYSTEMS. Approved Concrete Staining and Sealing Systems shall be one of the Concrete Staining and Sealing Systems on the Approved Products List on file with the Agency's Materials and Research Section.

102. 726.11 SHEET MEMBRANE WATERPROOFING, PREFORMED SHEET, is hereby made a new Subsection of the Standard Specifications as follows:

726.11 SHEET MEMBRANE WATERPROOFING, PREFORMED SHEET. Approved Preformed Sheet Membrane Waterproofing Systems shall be one of the Preformed Sheet Membrane Waterproofing Systems on the Approved Products List on file with the Agency's Materials and Research Section.

SECTION 731 - BEARING PADS FOR STRUCTURES

103. 731.03 ELASTOMERIC MATERIAL, is hereby modified by deleting the second and third paragraphs in their entirety and replacing them with the following:

Unless noted otherwise, elastomer shall have a design hardness of 50 points and a design shear modulus of 0.8 MPa (110 psi).

Testing of elastomeric material shall be waived for bearings that will be encased in concrete in the final work. All other bearings shall be tested in accordance with the following table:

TABLE 731.03A - REQUIRED TESTS

Material Property	Test Method	Required Result
Hardness	ASTM D 2240	design hardness +/- 5 points
	or	
Shear Modulus	ASTM D 412 with AASTHO M 251 Section 8.8.4	design shear modulus +/- 15%
Low Temperature Brittleness	ASTM D 746 Procedure B	Pass Grade 4 test
Shear Bond Strength	AASHTO M 251 Annex A2 or Appendix X2	Pass
Min Tensile Strength	ASTM D 412	15.6 MPa (2250 psi)
Min Ultimate Elongation	ASTM D 412	(650 - 5 X design hardness)%

SECTION 780 - CONCRETE REPAIR MATERIALS

104. 780.05 POLYMER CONCRETE REPAIR MATERIAL, is hereby made a new Subsection of the Standard Specifications as follows:

780.05 POLYMER CONCRETE REPAIR MATERIAL. Approved Polymer Concrete Repair Materials shall be one of the Polymer Concrete Repair Materials on the Approved Products List on file with the Agency's Materials and Research Section.

BULLETIN 3.5 COMPLIANCE

This specification contains provisions applicable to Vermont Agency of Transportation Construction Contracts as outlined in the Agency of Administration Bulletin No. 3.5, Contracting Procedures, dated July 15, 2008, that are not otherwise included in the Contract.

The following provisions are based on, or adopted from, provisions found in Appendix II - Attachment C: Standard State Contract Provisions.

1. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. APPLICABLE LAW

This Contract will be governed by the laws, whether statutory or case law, of the State of Vermont.

3. APPROPRIATIONS

If this Contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Contract, the State may cancel the Contract at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

4. NO EMPLOYEE BENEFITS FOR CONTRACTOR

The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or federal taxes. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to Contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. INDEPENDENCE

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

6. RECORDS AVAILABLE FOR AUDIT

The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this Contract and make them available at reasonable times during the period of the Contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract.

7. FAIR EMPLOYMENT PRACTICES

Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable.

8. SET OFF

The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this Contract, including any costs the State incurs due to the Contractor's noncompliance with this Contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

Any amount deducted from payment due to the Contractor shall be deemed to have been paid to the Contractor for purposes of payment obligations under Subsection 109.08 PARTIAL AND FINAL PAYMENTS.

9. TAXES DUE TO THE STATE

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

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

c. Contractor understands that final payment under this Contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

10. CHILD SUPPORT PAYMENTS

By signing the Contract the Contractor certifies, as of the date of the Contract is signed, that he/she is (a) not under any obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the sole proprietor. If the Contractor is a partnership, the Contractor's statement applies to all the general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

11. NO GIFTS OR GRATUITIES

Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Contract.

The following provisions are based on, or adopted from, provisions found in Appendix II - Attachment D: Other Contract Provisions.

12. AVAILABLILITY OF FEDERAL FUNDS

If the Contract is funded in whole or in part by federal funds, and the federal funds supporting this Contract become unavailable or are reduced, the State may cancel this Contract immediately, and the State shall have no obligation to pay the Contractor from State revenues.

13. CONTRACTORS' LIENS

Contractor will discharge any and all Contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors or suppliers.

Special Provisions for: Brighton ER STP 034-3(25)

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

2. CONTRACT COMPLETION DATE. This Contract shall be completed on or before August 30, 2013.

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

4. CONTACT WITH THE AGENCY. From the time of advertising until the actual bid opening for this Contract, all prospective Contractors, subcontractors, and suppliers shall direct all inquiries related to this project solely to the Agency's Office of Contract Administration at (802) 828-2641. This number may also be accessed via the Agency's TTY/TDD Telecommunications Relay Service at 1-800-253-0191.

   The deadline for submitting inquiries related to this project to the Office of Contract Administration is 4:30 p.m. Eastern Standard Time on October 12, 2012. No exceptions will be made to this requirement.

5. NOTICE TO BIDDERS. The Contractor is hereby notified that in the absence of the Engineer, the Agency's Safety Officer and the Agency's Hazardous Materials and Waste Coordinator shall each have the authority to suspend work when they determine that a serious safety or environmental violation exists on the job site. The period of time work is suspended due to a serious safety or environmental violation will not be justification for an extension of time.

6. STANDARD SPECIFICATIONS. The provisions of the 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified herein, shall apply to this Contract.

7. SUPPLEMENTAL SPECIFICATIONS AND CONTRACT REQUIREMENTS. The Contractor's attention is directed to the following specifications and contract requirements included in the Proposal form and effective for this Contract:

Required Contract Provisions for Federal-Aid Construction
Standard Federal EEO Specifications
VT Agency of Transportation Contractor Workforce Reporting Requirements
Workers' Compensation; State Contracts Compliance Requirement
General Special Provisions dated September 4, 2012
Bulletin 3.5 Compliance dated July 25, 2008
Vermont Minimum Labor & Truck Rates
Disadvantaged Business Enterprise (DBE) Policy Contract Requirements
U.S. Department of Labor Davis-Bacon Wage Rates
Asphalt Price Adjustment Provisions dated April 6, 2010
Section 520 - Membrane Waterproofing, Spray Applied dated September 4, 2012
Stream Alteration Permit #HD-7-0366 dated April 6, 2012
Certification for Federal-Aid Contracts
Contractor's EEO Certification Form
Debarment & Non-Collusion Affidavit

8. NOTICE TO BIDDERS - ADDITIONAL CONTRACT REQUIREMENT. For construction and transportation projects over $250,000.00, a payroll process by which during every pay period the Contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that Contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the Department of Banking, Insurance, Securities, and Health Care Administration, upon request, and shall be available to the public.

9. NOTICE TO BIDDERS - INCENTIVE/DISINCENTIVE (I/D). The Agency's intent is to have the bridge closure period (BCP) be as short a duration as possible. To encourage the Contractor to provide a maximum effort to complete the identified work for I/D within the period as defined below, the Agency is willing to pay an incentive.

(a) Dates. The allowable bridge closure period is 21 consecutive calendar days, herein defined as the I/D period. During the I/D period, the Contractor will be allowed to work on the bridge 24 hours per day, 7 days per week, including holiday periods. See Special Provision No. 11 NOTICE TO BIDDERS - REQUIREMENTS FOR NIGHTTIME WORK for additional information and requirements.

Upon any Contractor's receipt of the VAOT Contract award letter, the Contractor shall submit to the VAOT Construction Section for review and approval a certified letter indicating the BEGIN CONSTRUCTION DATE for the BCP work. This letter shall be received by the Construction Section a minimum of fourteen (14) calendar days prior to the BEGIN CONSTRUCTION DATE indicated in the letter. The BEGIN CONSTRUCTION DATE shall be determined by the Contractor.

The I/D period as established above for this Contract is absolutely fixed and will not be changed for any Act of God, omission, improper action, direction of the Engineer, or any other reason unless done so by the Secretary and only under extreme conditions as determined by the Secretary.

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

- Bridge deck installed and joints cured;
- Spray applied membrane installed; and
- Bridge railing installed.

(c) Pay Schedule. The Contractor will be compensated at a rate of Four-thousand One-hundred dollars ($4,100) per day for each day that the Identified Work is completed before the end of the I/D Period (allowable BCP). A partial day incentive payment will be made for the day work is completed, as prorated by the Engineer.

The maximum I/D compensation allowable under this Contract will be $28,700.

For each day after the I/D period (allowable BCP) that the Identified Work remains uncompleted, the Contractor will be assessed a disincentive at a rate of Two-thousand Four-hundred dollars ($2,400) per day. A partial day disincentive amount will be assessed for the day work is completed, as prorated by the Engineer. There shall be no maximum on the disincentive amount.

The assessed disincentive is separate from, and will be imposed in addition to, liquidated damages which may be imposed for failure to complete the Contract on time.

(d) Underruns and Overruns. The proposal indicates an estimated quantity for each Contract pay item. The fact that the actual amounts used in the construction of this project may vary from the estimate will not be a basis or cause for changing any of the conditions for I/D.

The Agency recognizes that additional work beyond the work indicated in the Plans is always possible in any construction contract. The Agency is willing to pay for necessary additional work in accordance with the terms and requirements of the Contract and the Standard Specifications for Construction, however, the Contractor shall absorb any resulting construction time within the original project and CPM Schedules, and there will be no adjustments or changes to the I/D dates or I/D conditions.

(e) Payment. Payment will be made as specified in Section 900.

10. NOTICE TO BIDDERS - WORK SCHEDULE SUBMITTAL REQUIREMENTS. A minimum of 45 calendar days prior to the bridge closing, the Contractor will be required to submit a detailed schedule of work required during the bridge closure period. The schedule and subsequent submittals shall be in color and shall include each activity to take place while clearly defining the critical path sequencing during the bridge closure period. Durations within the schedule shall be shown in terms of hours rather than days. The schedule shall also include one activity for each Working Drawing submittal and a review period of two (2) weeks per submittal. The Agency will review the schedule and provide comments within 14 calendar days of receipt.

For those work activities within the bridge closure period requiring Working Drawing submittals, the required Working Drawings shall be submitted and, where required, approved prior to beginning the bridge closure period.

Updated CPM (Critical Path Method) progress schedules with narratives explaining critical path activities with respect to the Contractor's plan for completing the required work during the bridge closure period shall be provided within five (5) calendar days of a request by the Engineer. Failure to do so shall be cause for delay in the Agency's processing of bi-weekly estimates.

There shall be a pre-closure coordination meeting held on site with all subcontractors, the Contractor's superintendent, the Engineer, the Project Manager, and the Town of Brighton to discuss durations of work, types of night work, work sequencing, etc. The Contractor shall be responsible for setting this meeting up and making appropriate contacts. In addition, weekly meetings between the Contractor, Engineer, and other pertinent parties as determined by the Engineer shall be held to discuss the project progress and future construction activities, and current CPM progress schedules and narratives.

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

Night work shall be performed in accordance with the National Cooperative Highway Research Program (NCHRP) Report 476 - "Guidelines for Design and Operation of Nighttime Traffic Control for Highway Maintenance and Construction". A copy of this guideline specification may be downloaded from the following website: http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_476.pdf.

Prior to beginning night work, the Contractor shall design a lighting system and present it to the Engineer for approval. The Contractor shall not perform any night work or activities within the project limits until the lighting system has been fully approved and is in place on the project.

The designed lighting system shall be mobile, shall be mounted separately from other construction equipment, shall illuminate the entire work area to daylight intensity with minimal glare, and shall be a surrounding design that minimizes shadows in the work area as much as possible.

The locations at which Flaggers and/or Uniformed Traffic Officers are stationed, whether within, on the edge of, or outside of the work area, shall be separately illuminated to the same intensity, minimal glare, and minimal shadow requirements as the work area.

All costs associated with the lighting system will be considered incidental to item 900.645 Special Provision (Traffic Control, All-Inclusive).

12. NOTICE TO BIDDERS. All temporary construction signs shall meet the following requirements:

A. Where sign installations are not protected by guardrail or other approved traffic barriers, all sign stands and post installations shall meet National Cooperative Highway Research Program (NCHRP) Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH). The appropriate resource shall be determined as described in the MASH publication. No sign posts shall extend over the top of the sign installed on said post(s). When anchors are installed, stub shall not be greater than 100 mm (4 inches) above existing ground.

B. As a minimum, roll up sign material shall have ASTM D 4956 Type VI fluorescent orange retroreflective sheeting.

C. All post-mounted signs and solid substrate portable signs shall have ASTM D 4956 Type VII, Type VIII, or Type IX fluorescent orange retroreflective sheeting.

D. All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM D 4956 Type III sheeting.

E. All stationary signs shall be mounted on two 4.5 kg/m (3 lb/ft) flanged channel posts or 51 mm (2 inch) square steel inserted in 57 mm (2 ¼") galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

F. Prior to placing temporary work zone signs on the project, the Contractor must furnish for the Engineer's approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 100 mm (4 inches) above ground level and bolts for sign post.

G. Construction signs shall be installed so as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives and town highways.

H. Speed zones, if used, should be a maximum of 16 kph (10 mph) below existing posted speeds. Temporary speed limit certificates must be approved by the Director of Program Development.

13. NOTICE TO BIDDERS. All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM D 4956 Type III sheeting, unless otherwise shown on the Plans.

14. UTILITIES. Existing aerial facilities owned by Vermont Electric Cooperative, Telephone Operating Company of Vermont, LLC, and Comcast will not require adjustment.

Vermont Electric Cooperative (VEC) owns and maintains high voltage 3-phase 46kV transmission lines and a distribution line. These lines run along the downstream side of the project. Extreme caution must be used during construction working around the transmission and distribution lines. (Working near electrical power lines VOSHA requires that a minimum clearance of 10 feet be maintained between equipment or machinery and power lines of 50kV or less).

Telephone Operating Company of Vermont, LLC and Comcast have lines running along the downstream side of the project and these companies will protect these lines during construction. Please use caution working around these utilities.

Contacts for the above listed companies are as follows:

Vermont Electric Cooperative:	Bart Bacon	- (802)832-2667
Telephone Operating Co. of VT, LLC:	Dan Maple	- (802)295-8152
Comcast:	Bruce Bowser	- (802)225-1801

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

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

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the companies or their facilities.

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 adjustment of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.07 of the Standard Specification for Construction.

15. NOTICE TO BIDDERS - SALVAGED MATERIALS. The Contractor is hereby notified that the existing temporary bridge and appurtenances, and existing guardrail, removed under this project and deemed re-usable by the Agency shall remain the property of the State.

The Contractor shall remove these materials in such a manner that salvageable components are not damaged. Component materials not designated to be retained by the State shall be disposed of by the Contractor to the satisfaction of the Engineer.

All salvageable guardrail shall be disassembled to its basic component (rail, post, offset block, and end terminal) parts.

When the existing temporary bridge is no longer needed to maintain traffic on the project, as determined by the Engineer, the existing temporary bridge and appurtenances will be dismantled and delivered to the VTrans Maintenance Facility located in Middlesex, VT. The Contractor shall contact VTrans Bridge Maintenance Manager Bill Sargeant [Tel.: (802)828-2699] a minimum of two (2) weeks prior to beginning delivery to the designated location. All deliveries shall be made during normal Agency workdays between the hours of 7:00 a.m. and 3:30 p.m., and shall only be made if a District #6 representative is present at the maintenance facility. District personnel will offload the temporary bridge and appurtenance materials.

The Contractor shall supply a qualified field representative from Mabey Bridge & Shore, Inc. to be present at the de-launching and disassembly of the temporary bridge.

All temporary bridge parts shall be completely disassembled, pressure washed, and inspected prior to their delivery to the designated location. The inspection shall be performed by the Agency's Engineer and the Maybe Bridge & Shore, Inc. representative. The Engineer and Contractor shall clearly mark any damaged components with fluorescent paint for later inspection by State personnel. Major components shall be stacked together in accordance with the following requirements:

(a) Panel - STD (MC200) - stacks of 6 with ends alternating.

(b) Panel - High Shear (MC201) - same as above.

(c) Deck Panels (MC360) - stacks of 8.

(d) Transom - MC454 - HS20 - Special - stack so can be removed from truck or trailer one at a time.

(e) Notwithstanding the above, no individual bundle or stack of components shall weigh more than 5000 pounds.

The bundles or stacks of components shall be supported and separated with 4 inch x 4 inch hardwood blocking to allow offloading with a front-end loader equipped with forks. All temporary bridge parts shall be transported on flatbed trucks or trailers to facilitate offloading. Small parts (including pins, clips, nuts, and bolts) shall be completely disassembled, cleaned, sorted by size and/or length, and placed in separate containers (buckets, boxes, bags, etc.).

All costs for loading and delivering these salvaged materials will be paid for under Contract item 900.645 Special Provision (Removal of Temporary Bridge and Approaches).

Final payment for Contract item 900.645 Special Provision (Removal of Temporary Bridge and Approaches) will not be made until all parts of the temporary bridge, and appurtenances, have been properly returned and approaches have been removed and restored to the satisfaction of the Engineer.

16. HIGHWAY PARKING RESTRICTIONS. Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of the highway or intersecting highways. All trucks or equipment so stopped or parked shall be at least 1.2 m (4 feet) from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway will not be permitted unless authorized by the Engineer to meet field conditions.

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

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

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

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

17. SPECIAL CONSTRUCTION REQUIREMENTS.

A. Unless otherwise permitted in writing by the Engineer, and except as allowed under Special Provision No. 9(a), the Contractor shall not work during the holiday periods for Veterans Day, Thanksgiving Day, Memorial Day, and July Fourth. The Engineer shall give a written order designating the time of observance of these holidays and of any additional holidays required by the season, anticipated traffic, and local custom. As specified in Subsection 105.14, and except as allowed under Special Provision No. 9(a), construction operations shall not be performed on any Sunday without the specific authorization of the Engineer.

Designated holiday periods shall begin at 12:00 noon on the day before the weekend or holiday, whichever applies, and shall end at 7:00 a.m. on the day after the holiday or the weekend, as appropriate.

B. The Contractor shall maintain a safe access to all drives and intersecting side roads at all times during the construction of this project.

C. Two-way radios shall be provided by the Contractor when requested by the Engineer for use by traffic control personnel. All costs for furnishing and using two-way radios will not be paid for directly, but will be considered incidental to Contract item 900.645 Special Provision (Traffic Control, All-Inclusive).

D. The Contractor shall have available on the project the current editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Highway Signs and Markings (SHSM) Book. Information for obtaining these publications may be found at: http://mutcd.fhwa.dot.gov/index.htm.

ASPHALT PRICE ADJUSTMENT

18. SUPPLEMENTAL SPECIFICATION - ASPHALT PRICE ADJUSTMENT, dated April 6, 2010, is hereby made a new Subsection of the Specifications, superseding all previous editions and their modifications.

19. SUPPLEMENTAL SPECIFICATION - ASPHALT PRICE ADJUSTMENT, dated April 6, 2010, GENERAL REQUIREMENTS AND CONDITIONS, part (b) text, is hereby modified by being deleted in its entirety and replaced with text "NOT USED".

The index price for asphalt cement is $576.00 per ton.

In addition to materials produced under Contract pay item(s) as allowed in GENERAL REQUIREMENTS AND CONDITIONS, part (a) of the Supplemental Specification, asphalt cement produced under Contract item 900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity) will be included for adjustment.

If an emulsified asphaltic liquid is used in the Contract work under any Contract item subject to the Asphalt Price Adjustment provisions and that liquid is not included in the table under subpart (5) of PRICE ADJUSTMENT PROCEDURES of the Supplemental Specification, the ACEA as defined in subpart (5) for that liquid will be that as determined by averaging Contractor certified test results for the project.

SECTION 520 - MEMBRANE WATERPROOFING, SPRAY APPLIED

20. SUPPLEMENTAL SPECIFICATION SECTION 520 - MEMBRANE WATERPROOFING, SPRAY APPLIED, dated September 4, 2012 is hereby made a new Section of the Specifications, superseding all previous editions and their modifications.

SECTION 652 - EROSION PREVENTION & SEDIMENT CONTROL PLAN

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

22. 652.01 DESCRIPTION. This work shall consist of designing, furnishing, and submitting for acceptance modifications to the Contract Erosion Prevention & Sediment Control Plan (hereinto known as the EPSC Plan), becoming a co-permittee with the Agency of Transportation, State of Vermont on associated permits, monitoring the EPSC Plan using an On-Site Plan Coordinator, and maintaining the erosion prevention and sediment control measures to ensure the effectiveness of the EPSC Plan.

23. 652.02 MATERIALS. Materials required for the field work maintenance of the EPSC Plan shall meet all requirements of the appropriate Section of the VAOT Standard Specifications for Construction.

    Materials including manuals, checklists, forms, and other supporting documentation necessary to meet the requirements of these provisions and maintain compliance with associated permits shall be made available to the Engineer by the Contractor and maintained on site by the Contractor. Supporting documents associated with the requirements of General Permit 3-9020 are available upon request to ANR or from the ANR Stormwater web page. The VTrans Erosion Prevention and Sediment Control Plan Contractor Checklist and Low Risk Site Inspection Form are available from the VTrans Construction Environmental Engineer.

24. 652.03 QUALIFICATIONS. Modifications to the EPSC Plan shall be prepared and signed by a Licensed Professional Civil Engineer registered in the State of Vermont or a qualified professional in erosion prevention and sediment control, certified by CPESC, Inc. or equivalent, hereinafter called the "Preparer."

25. 652.04 EROSION PREVENTION & SEDIMENT CONTROL PLAN. The EPSC Plan, developed using a combination of structural, non-structural, and vegetative practices to adequately prevent erosion and control sedimentation, and meeting the requirements of the VTrans Erosion Prevention & Sediment Control Plan Designer Checklist (Non-Jurisdictional and Low Risk) or the Vermont Standards & Specifications for Erosion Prevention & Sediment Control based on area of disturbance and risk, has been included in the Contract Documents.

The Contractor shall use the EPSC Plan included in the Contract and, at the onset of construction as well as throughout the duration of the project, modify it to describe changing conditions and illustrate how the criteria of the determined risk will be upheld. For Non-Jurisdictional and Low Risk projects, the Contractor shall use the VTrans Erosion Prevention and Sediment Control Plan Contractor Checklist. For Moderate Risk projects, the Contractor shall modify the Contract EPSC Plan in accordance with the General Permit 3-9020 Parts 4 through 6. If a modification to the EPSC Plan at a Low or Moderate Risk project alters any criteria of the determined risk, an updated Risk Evaluation shall be prepared.

The Contractor may use the Agency's EPSC Plan sheet(s) as a basis for necessary modifications; however, if necessary to convey the sequential nature and phases of construction activities and associated erosion prevention and sediment control measures, several plan sheets showing successive site conditions are recommended.

All work shown in the EPSC Plan shall be included in the Contractor's CPM Progress Schedule, as required by Subsection 108.03.

26. 652.05 SUBMITTALS. Three sets of the modified EPSC Plan as well as the updated Risk Evaluation, stamped and signed by the Preparer, shall be submitted to the Construction Engineer as Construction Drawings in accordance with Section 105. Submittals shall occur after award of the Contract but not later than the Pre-Construction Conference to allow time for review by the Agency. An Acceptance Memo or comments will be provided to the Contractor within 10 working days.

The Contractor shall respond to comments as soon as possible, but not more than 10 days after the date of VTrans initial correspondence. Agency review time for response to comments will be completed within an additional 10 working days. Modifications or additions to the EPSC Plan will not be considered as an acceptable delay of the work under Subsection 108.11.

All subsequent modifications to the EPSC Plan and updates to the Risk Evaluation will be reviewed and forwarded to the ANR by the Agency as appropriate.

Construction activities for EPSC Plan modifications that do not require authorization from the ANR shall commence only after the EPSC Plan has been accepted by the Agency. Construction activities for EPSC Plan modifications that do require authorization from the ANR shall commence only after that authorization has been granted.

27. 652.06 MONITORING EROSION PREVENTION & SEDIMENT CONTROL PLAN. The Contractor shall designate a person (On-Site Plan Coordinator) who is directly responsible for the on-site implementation of the EPSC Plan. This person shall generally be on-site on a daily basis during active construction and have the authority to halt construction activities if necessary. The On-Site Plan Coordinator shall have demonstrated experience in construction practices as they relate to erosion prevention and sediment control as well as a general understanding of State and Federal environmental regulations and permits pertaining to the National Pollutant Discharge Elimination System Construction Program. The On-Site Plan Coordinator shall be proficient at reading and interpreting engineering and EPSC plans. Preference will be given to a Licensed Professional Civil Engineer registered in the State of Vermont or a qualified professional in erosion prevention and sediment control, certified by CPESC, Inc. or equivalent. The qualifications of the On-Site Plan Coordinator shall be included in the EPSC Plan. The Engineer, if not satisfied with the performance of this individual, may at any time request a replacement.

During active construction and periods of inactivity, the On-Site Plan Coordinator shall be responsible for inspections and reporting.

(a) Active Construction. Inspections shall occur once every seven calendar days and within 24 hours of the end of a storm event that results in a discharge of stormwater from the site. During the winter construction season (October 15th to April 15th, inclusive), inspections at all sites shall occur daily.

For Non-Jurisdictional and Low Risk projects, inspections shall be conducted using the Agency's *EPSC Plan Inspection Report (Non-Jurisdictional and Low Risk Projects)*.

For Moderate Risk projects, inspections shall be conducted using the *General Permit 3-9020 Inspection Report for Moderate Risk Projects* referenced in the Permit and available upon award of the Contract.

Immediate action shall be taken to correct the discharges of sediment, including halting or reducing construction activities as necessary, until the discharge and/or the condition is fully corrected. Corrective actions shall be recorded on the monitoring reports and shown on the EPSC Plan. Each report shall be signed by the On-Site Plan Coordinator.

(b) Inactive Construction. Periods such as shutdown during the winter season shall require inspection and reporting of erosion prevention and sediment control measures. The Contractor shall contact the Engineer prior to conducting any inspections. The inspections shall be conducted at least once every 30 days and within 24 hours of any storm or significant snow melt event that may cause stormwater runoff to leave the construction site. The Contractor shall provide, within 24 hours, the necessary personnel, equipment, and materials to repair or correct any deficiencies identified during inspection. All deficiencies and corrective measures taken shall be documented on the reports.

Copies of all reports shall be submitted to the Engineer within 24 hours of inspection or when corrective measures were taken. Copies of all reports shall be kept on site in the Contractor's project files.

28. 652.07 MAINTENANCE OF EROSION PREVENTION & SEDIMENT CONTROL PLAN. This work shall consist of providing all labor and equipment necessary for field maintenance of erosion prevention and sediment control items in the Contract, and providing materials and labor necessary for installing, monitoring, maintaining and, where necessary, removing additional measures needed to correct deficiencies that develop during construction that lessen the performance of the EPSC Plan. Erosion prevention and sediment control measures shall be maintained by the Contractor and removed when authorized by the Engineer. The Contractor shall establish vegetation in all areas disturbed during removal of the erosion prevention and sediment control measures.

Any maintenance required due to the failure of the Contractor to follow the EPSC Plan in its accepted form shall be performed at no additional cost to the Agency.

29. 652.08 METHOD OF MEASUREMENT. The quantity of EPSC Plan to be measured for payment will be on a lump sum basis in the complete and accepted work.

The quantity of Monitoring EPSC Plan will be measured to the nearest 1/4 hour for the actual number of authorized hours spent monitoring, reviewing, and reporting on the construction site(s), including waste, borrow and staging areas or other support activities, as it relates to the EPSC Plan. Travel time and other time not spent at the construction site(s) or time not authorized will not be measured for payment (i.e. travel expenses, clerical staff time, copying, miscellaneous expenses, overhead, etc.).

The quantity of Maintenance of EPSC Plan will be on a lump unit basis for all such field maintenance provided for in the Contract, excluding waste, borrow and staging areas or other support activities.

30. 652.09 BASIS OF PAYMENT. The accepted quantity of EPSC Plan will be paid for at the Contract lump sum price. Payment will be full compensation for the initial preparation of modifications, submittals, and all incidentals necessary to complete the work. Subsequent modifications to the EPSC Plan during Construction will be considered incidental to Contract item 652.10.

Partial payments will be made as follows:

(a) The first payment of 50 percent of the lump sum price for the EPSC Plan will be paid for upon acceptance of the EPSC Plan for the entire project.

(b) The second payment of 35 percent of the lump sum price for the EPSC Plan will be made on the first estimate following the completion of 50 percent of the project.

(c) The third payment of 15 percent of the lump sum price for the EPSC Plan will be made when the project is substantially complete.

The accepted quantity of Monitoring EPSC Plan will be paid for at the Contract unit price per hour. Payment will be full compensation for performing the work specified. Payment will not be made unless a report for the monitoring is submitted to and accepted by the Engineer.

The accepted quantity of Maintenance of EPSC Plan will be paid for as specified for force account work in Subsection 109.06. Payments will be drawn against the Contract Lump Unit amount. To provide a common proposal for all bidders, the Agency has entered an amount in the proposal to become part of the Contractor's total bid. Maintenance related to material supply and disposal areas shall be performed in accordance with Subsection 105.29.

Payment will be made under:

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

SECTION 900 - SPECIAL PROVISION ITEMS

HIGH PERFORMANCE CONCRETE, RAPID SET

31. DESCRIPTION. This work shall consist of designing, furnishing, and placing high performance portland cement concrete at the locations indicated in the Plans and as directed by the Engineer.

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

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

High Early Strength Portland Cement.....701.04

33. MIX DESIGN CRITERIA. Concrete shall meet the following requirements:

(a) Compressive Strength.

12 Hour Compressive Strength - 2500 psi
24 Hour Compressive Strength - 3500 psi
28 Day Compressive Strength - 5000 psi

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

(c) Air Content. 7 ± 1.5%

(d) Slump/Spread. The mix shall not exhibit segregation at the slump/spread being used.

(e) Alkali-Silica Reactivity (ASR). Test shall be performed in accordance with Subsections 510.04 b(6)(g) and 510.04 b(7).

(f) The mix shall contain shrinkage-compensating admixtures such that there will be no separation of the closure pour concrete to the adjacent precast unit. The Contractor shall include results for the unrestrained shrinkage test method, ASTM C 157. The maximum shrinkage allowed shall be 0.04%.

(g) A proprietary concrete mix design meeting the same performance requirements may also be considered for use.

34. SUBMITTALS. A minimum of fourteen (14) calendar days prior to placement (or prior to the pre-placement meeting, if one is required), the Contractor shall submit the mix design for approval. The mix design shall be submitted to the Agency's Materials and Research Laboratory, attention Structural Concrete Engineer. Concrete under this provision shall not be placed until the mix design has been approved.

(a) Trial Batch. The Contractor shall produce and place a 2 cubic yard trial batch at a location agreed upon by the Contractor and the Engineer. The Engineer shall be given a minimum of seven (7) days notice prior to the trial batch pour. The trial batch shall be poured in the presence of the Engineer and the Structural Concrete Engineer. The trial batch shall be produced, poured, and cured in the same manner that will occur during construction. The Contractor shall provide qualified personnel to test slump, air content, and unit weight of the trial batch. Cylinders shall be cast to determine whether the concrete meets the strength requirements required for the project.

35. CURING CONCRETE. Concrete shall be wet cured for a minimum of 24 hours. The method of wet curing used shall meet the requirements of Subsection 501.17.

36. LOADING OF CONCRETE. After the concrete has been placed and the finishing operations concluded, it shall not be walked on or disturbed in any manner, including the removal or forms, for a minimum period of 12 hours.

The deck end closure pour shall obtain a strength of 3500 psi prior to being opened to traffic.

A portable compression testing machine shall be provided by the Contractor and available on-site for cylinder testing. All testing and equipment shall conform to ASTM C 39. This compression machine must be calibrated in accordance with the provisions of Section 5, ASTM C 39.

37. METHOD OF MEASUREMENT. The quantity of Special Provision (High Performance Concrete, Rapid Set) to be measured for payment will be the number of cubic meters (cubic yards) of concrete placed in the complete and accepted work, as determined by the prismoidal method using dimensions shown on the Plans or as directed by the Engineer, including the volume of precast concrete stay-in-place forms, but excluding the volume of steel or other stay-in-place forms and form filling materials. No deductions will be made for the volume of concrete displaced by steel reinforcement, structural steel, expansion joint material, scuppers, weep holes, conduits, tops of piles, scoring, chamfers or corners, inset panels of 38 mm (1 ½ inches) or less in depth, or any pipe less than 200 mm (8 inches) in diameter.

38. BASIS OF PAYMENT. The accepted quantity of Special Provision (High Performance Concrete, Rapid Set) will be paid for at the Contract unit price per cubic meter (cubic yard). Payment will be full compensation for performing the work specified, including designing the mix, satisfactory finishing and curing, and for furnishing all forms, materials, including joint filler and bond breaker, labor, tools, admixtures, equipment, including automatic temperature recording units, trial batches, and incidentals necessary to complete the work.

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

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

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

Pay Item	Pay Unit
900.608 Special Provision (High Performance Concrete, Rapid Set)	Cubic Yard

PRESTRESSED CONCRETE NEXT D BEAMS

39. DESCRIPTION. This work shall consist of manufacturing, transporting, and erecting precast prestressed concrete members.

The work under this Section shall be performed in accordance with these provisions, the Plans, and Section 510 of the Standard Specifications.

40. DESIGN AND DRAWINGS. All design details shall be in accordance with the AASHTO LRFD Bridge Design Specifications, the AASHTO LRFD Bridge Construction Specifications, and PCI Northeast's NEXT D Standards dated January, 2010.

41. METHOD OF MEASUREMENT. The quantity of Special Provision (Prestressed Concrete Next D Beams) to be measured for payment will be the number of meters (linear feet) of the specified type used in the complete and accepted work.

42. BASIS OF PAYMENT. The accepted quantity of Special Provision (Prestressed Concrete Next D Beams) will be paid for at the Contract unit price per meter (linear foot) for the type specified. Payment will be full compensation for detailing, fabricating, repairing, quality control testing, transporting, handling, and installing the materials specified, including the concrete, reinforcement, prestressing steel, transverse ties, enclosures for prestressing steel, anchorages, mortar, anchor rods, any other material contained within or attached to the members, for furnishing and implementing the erection plan, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Any grouting work for other than shear keys, such as fairing out unevenness between adjacent units and filling leveling screw holes, transverse anchor recesses, and dowel holes, is considered incidental to the work for Special Provision (Prestressed Concrete Next D Beams).

Payment will be made under:

Pay Item	Pay Unit
900.640 Special Provision (Prestressed Concrete Next D Beams)(NEXT 28 D)	Linear Foot

REMOVAL OF TEMPORARY BRIDGE AND APPROACHES

43. DESCRIPTION. This work shall consist of removing an existing temporary bridge, including abutments and roadway approaches, and associated items including but not limited to approach fill, stone fill, geotextile, sheet piling, guardrail, pavement, and line striping, within the limits indicated in the Plans and as directed by the Engineer.

44. REMOVAL OF EXISTING MABEY BRIDGE. Removal shall be performed in accordance with Subsection 529.04. Dismantling and salvaging of the temporary bridge components shall be performed in accordance with the Contract Documents.

45. METHOD OF MEASUREMENT. The quantity of Special Provision (Removal of Temporary Bridge and Approaches) to be measured for payment will be on a lump sum basis in the complete and accepted work.

46. BASIS OF PAYMENT. The accepted quantity of Special Provision (Removal of Temporary Bridge and Approaches) will be paid for at the Contract lump sum price. Payment will be full compensation for removing the temporary bridge and its approaches, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
900.645 Special Provision (Removal of Temporary Bridge and Approaches)	Lump Sum

TRAFFIC CONTROL

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

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

48. SUBMITTALS. The Contractor shall submit to the Engineer for approval a site-specific traffic control plan in accordance with Subsection 105.03. The traffic control plan shall conform to the requirements of the MUTCD and all applicable Agency Standard Drawings. Where conflicts exist, the MUTCD will govern. Each phase of construction shall be included in the submitted traffic control plan. The Contractor shall allow the Agency 7 calendar days to review and approve the proposed traffic control plan before it is to be implemented.

49. TRAFFIC CONTROL DEVICES. Temporary traffic barrier shall meet the requirements of Section 621. Traffic control devices shall meet the requirements of Section 641. Temporary pavement markings and removal of existing pavement markings shall meet the requirements of Section 646. Temporary traffic signal systems shall meet the requirements of Section 678.

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

    The quantity for Flaggers will be measured separately in accordance with Section 630.

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

    Partial payments will be made as follows:

    (a) The first 15% of the Contract lump sum price will be paid upon approval of the Contractor's traffic control plan.

    (b) The remaining 85% of the Contract lump sum price will be paid on a prorated basis for the estimated duration of the Contract work remaining.

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

    Flaggers will be paid for separately under Contract item 630.15.

Payment will be made under:

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

INCENTIVE/DISINCENTIVE (I/D)

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

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

1. For the incentive payment as described in part (c) of Special Provision No. 6, the Contractor will be paid in the next bi-weekly estimate in which the Contractor has satisfactorily met the requirements of I/D.

2. For the disincentive penalties as described in part (c) of Special Provision No. 6, the Engineer will deduct the amount due the Agency from the monies due the Contractor on the next bi-weekly estimate.

Payment will be made under:

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

BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY

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

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

54. APPLICABILITY. This specification applies to Contracts where the total quantity of bituminous concrete pavement to be paid for under this item is less than or equal to 2000 metric tons (tons) or the total roadway length, including approaches, is 0.80 kilometers (0.50 miles) or less.

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

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

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

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

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

TABLE A - ALLOWABLE 40 MM (1½") MIX TYPE IVS SUBSTITUTIONS[1]

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

[1]These table substitutions do not apply to bridge deck paving.
*Per Section 406.

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

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

*Per Section 406

57. COMPOSITION OF MIXTURE.

(a) Gradation. Gradation shall meet the requirements of Section 406 or 490, as appropriate.

(b) Design Criteria. Design Criteria shall meet the requirements of Section 406 or 490, as appropriate.

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

TABLE C - ALLOWABLE SPECIFICATION SUBSTITUTIONS

Design ESALs (millions)	Acceptable Specification Substitution		
	Superpave Bituminous Concrete Pavement (Gyrations)	Bituminous Concrete Pavement* (75 Blow)	Med. Duty Bituminous Concrete Pavement* (50 Blow)
< 0.3	50	✓	✓
0.3 to < 10	65 (1)	✓	-
10 to < 30	80	-	-
> 30	125	-	-

(1)Standard mix design specification.
*Per Section 406

(d) Control of Mixtures.

The plant shall be operated so that no intentional deviations are made from the job-mix formula. The gradation of the actual mixture shall not vary from the job-mix formula by more than the following tolerances:

TABLE D - PRODUCTION TESTING TOLERANCES AND SPECIFICATION LIMITS

PRODUCTION TESTING TOLERANCES			SPECIFICATION LIMITS
Aggregate larger than 2.36 mm (No. 8) sieve	±	6.0 %	9.0 %
Aggregate passing the 2.36 mm (No. 8) sieve and larger than the 75 μm (No. 200) sieve	±	4.0 %	6.0 %
Aggregate passing 75 μm (No. 200) sieve	±	1.0 %	1.5 %
Temperature of Mixture(3)	±	11°C (20°F)	15°C (30°F)
Air Voids	=	4.0 ± 1.0%	4.0 ± 1.5%
VMA	=	JMF(1) ± 1.0%	JMF(1) ± 1.5%
VFA(4)	=	JMF(1) ± 5.0%(2)	JMF(1) ± 7.0%(2)

(1) JMF stands for the most current Job-Mix Formula value as approved by the Engineer or the Engineer's designee.

(2) The VFA value shall not be allowed to exceed 80.0% at any time.

(3) Mix temperatures shall not exceed 180°C (355°F).

(4) The VFA requirements only apply to Superpave Bituminous Concrete Pavement.

(e) Quality Acceptance.

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

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

(3) Non-Compliant Material.

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

b. For any non-compliant material outside the production testing tolerances but within the specification limits as identified in Table D, payment shall be assessed a mixture pay factor, PF(mix), of (-0.10).

c. For any non-compliant material outside the specification limits as identified in Table D, payment shall be assessed a mixture pay factor, PF(mix), of (-0.50), or can be removed and replaced at no cost to the Agency.

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

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

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

TABLE E - DENSITY PAY FACTORS

AVERAGE DENSITY	DENSITY PAY FACTOR, PF(d)
90.5% - 91.9%	- 0.100
92.0% - 97.0%	0.000
97.1% - 98.5%	- 0.100

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

Bridges with a length equal to or greater than 6 meters (20 feet) will be cored for analyzing density of the bridge deck pavement. The minimum number of cores taken shall be 2, or as directed by the Engineer. Bridges with a length less than 6 meters (20 feet) will not be cored.

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

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

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

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

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

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

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

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

When boxed samples are taken to determine mix properties, test results will determine PF(mix) as outlined in COMPOSITION OF MIXTURE, Quality Acceptance, Non-Compliant Material of this Section.

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

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

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

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

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

The costs of furnishing testing facilities and supplies at the plant will be considered included in the Contract unit price of Special Provision (Bituminous Concrete Pavement, Small Quantity).
The costs of obtaining, furnishing, transporting, and providing the straightedges required by Subsection 406.16 or Subsection 490.16, as appropriate, will be paid for under the appropriate Section 631 pay item included in the Contract.

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

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

Special Provision (Bituminous Concrete Pavement, Small Quantity) mixture approved by the Engineer for use in correcting deficiencies in the base course constructed as part of the Contract will not be paid for as Special Provision (Bituminous Concrete Pavement, Small Quantity), but will be incidental to the Contract item for the specified type of base course.

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

Payment will be made under:

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

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

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:

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

State of Vermont
Agency of Transportation

March 2011
CA-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://www.aot.state.vt.us/CivilRights/DBEGoals.htm .

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://www.aot.state.vt.us/CivilRights/DBEDirectory.htm . 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 (CA 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/dbe/. 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.

General Decision Number: VT120037 04/13/2012 VT37

Superseded General Decision Number: VT20100065

State: Vermont

Construction Type: Highway

County: Essex County in Vermont.

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

Modification Number	Publication Date
0	01/06/2012
1	04/13/2012

* SUVT2011-022 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 17.11	1.79
CEMENT MASON/CONCRETE FINISHER...	$ 25.34	0.00
ELECTRICIAN, Includes Installation of Traffic Signals.....	$ 23.32	0.00
GUARDRAIL INSTALLER.....	$ 12.93	0.00
IRONWORKER, REINFORCING.....	$ 16.03	2.39
IRONWORKER, STRUCTURAL.....	$ 21.15	15.54
LABORER: Common or General Includes Asphalt Raker and Concrete Work.....	$ 13.93	2.15
LABORER: Flagger.....	$ 9.86	2.77
LABORER: Landscape.....	$ 12.31	1.03
LABORER: Screedman.....	$ 16.30	4.23
LABORER: Sign Erector/Installer.....	$ 14.31	4.70
OPERATOR: Asphalt Roller.....	$ 18.27	5.16
OPERATOR: Backhoe.....	$ 18.99	1.64
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 18.03	0.00
OPERATOR: Broom.....	$ 16.88	3.72

OPERATOR: Bulldozer	$ 19.18	2.56
OPERATOR: Cold Planer/Milling Machine	$ 18.66	0.00
OPERATOR: Crane	$ 20.00	2.13
OPERATOR: Excavator	$ 19.29	1.36
OPERATOR: Grader/Blade	$ 18.44	3.50
OPERATOR: Loader	$ 18.71	1.87
OPERATOR: Mechanic	$ 20.45	0.00
OPERATOR: Paver	$ 17.55	4.44
OPERATOR: Pounder	$ 18.11	0.00
OPERATOR: Roller excluding Asphalt	$ 16.84	5.33
OPERATOR: Screed	$ 17.52	3.99
OPERATOR: Sweeper	$ 24.44	12.24
PAINTER (Parking Lot and Highway Striping Only)	$ 16.39	3.56
TRUCK DRIVER, Includes all axles including Dump Trucks	$ 16.48	4.63
TRUCK DRIVER: Distributor Truck	$ 17.89	0.00
TRUCK DRIVER: Dump Truck	$ 15.54	1.14
TRUCK DRIVER: Semi/Trailer Truck	$ 14.43	4.35

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SUPPLEMENTAL SPECIFICATION
ASPHALT PRICE ADJUSTMENT

GENERAL REQUIREMENTS AND CONDITIONS

(a) This specification contains price adjustment provisions for asphalt cement and emulsified asphalt used on Vermont Agency of Transportation (Agency) construction projects and produced under Sections 303, 404, 406, 415, and 490 of the Standard Specifications, or as otherwise designated in the Contract Documents. This price adjustment clause is being inserted in this Contract to provide for either additional compensation to the Contractor or a payment to the Agency, depending upon an increase or decrease in the average price of asphalt cement during the construction of this project.

(b) Emulsified asphalt shall be subjected to a correction factor of 0.45, applied to the quantity of material supplied. This corrected quantity shall be used for Asphalt Price Adjustment as specified and computed herein.

(c) These provisions apply to this Contract only as specified in the procedures provided herein. No further asphalt cement and/or emulsified asphalt price adjustments will be allowed under this Contract.

(d) It is understood by the Contractor that a price adjustment increase may cause the Agency to decrease the quantities of the Contract pay items subject to adjustment under these provisions. Provisions providing for decreased quantities and item cancellation in this paragraph are separate and take precedence, notwithstanding any other provisions of this Contract.

(e) No price adjustment will be allowed beyond the Contract Completion Date or any applicable interim completion dates.

(f) Any increase in the total Contract amount due to price adjustment under these provisions will not be justification for an extension of time under Subsection 108.11.

(g) The Contractor hereby agrees that its bid prices for this Contract include no allowances for any contingencies to cover increased costs for which adjustment is provided herein.

PRICE ADJUSTMENT PROCEDURES

(1) Prior to advertising for bids, an Index Price for asphalt cement will be established by the Agency upon consideration of the New York State DOT average monthly price for asphalt cement, or other monthly index deemed appropriate by the Director of Finance and Administration. The Index Price will be set monthly on or about the last day of the month. The Contract Index Price will be the most recent Index Price set by the Agency at the time of advertising for bids. This price will be as specified in the Special Provisions and will be the base from which price adjustments are computed.

(2) For the duration of the Contract, Posted Prices for a metric ton (ton) of asphalt cement will be established monthly by the Agency. The Posted Prices will be established in the same manner as the Index Price.

(3) A Price Adjustment will be paid or credited for asphalt cement only when the Posted Price of asphalt cement increases or decreases over its respective Index Price.

(4) The Price Adjustment will be based upon the quantity of asphalt cement (QAC) and quantity of emulsified asphalt (QEA) incorporated in the work, determined as follows:

a. Batch Plants. QAC is determined using the cumulative actual binder content for each applicable item as reported on the batch ticket, excluding any percent of asphalt cement from Recycled Asphalt Pavement (RAP).

b. Drum-Mix Plants. QAC is determined based upon the metric tons (tons) of mix placed, multiplied by the actual binder content reported on the demand tickets, as verified by Agency personnel. In the event of multiple binder contents, the accepted quantity of mix at each binder content shall be determined, and the total QAC used shall be calculated accordingly. The accumulated asphalt cement total on the plant automation may be checked and verified by Agency personnel for each mix.

c. Emulsified Asphalt. QEA is as determined in accordance with Subsection 404.11.

(5) The Price Adjustment to be paid shall be computed as follows:

PA = [(QAC + (ACEA X 0.001 X QEA)) X (PP - IP)] [Metric]

PA = [(QAC + (ACEA X 0.05 X QEA)) X (PP - IP)] [English]

where:

PA = Price Adjustment (LU in $)
IP = Index Price ($/metric ton) or ($/ton)
PP = Posted Price on date of work ($/metric ton) or ($/ton)
QAC = Quantity of Asphalt Cement (metric tons) or (tons)
QEA = Quantity of Emulsified Asphalt (kilograms) or (CWT)
ACEA = Asphalt Content of Emulsified Asphalt as follows:

Emulsified Asphalt Type	ACEA
CSS-1h	0.57
MS-1	0.55
RS-1	0.55
CRS-1p	0.63
CSS-1h Fog	0.28

(6) The Contract bid prices for the applicable pay items will be paid separately under the Contract. The price adjustment will be calculated and paid in the same bi-weekly estimate as the applicable Contract work.

(7) Payments for Price Adjustment, Asphalt Cement shall be debited or credited against the Contract price (Lump Unit) bid for Price Adjustment, Asphalt Cement.

Payment will be made under:

Pay Item	Pay Unit
406.50 Price Adjustment, Asphalt Cement (N.A.B.I.)	Lump Unit

SECTION 520 - MEMBRANE WATERPROOFING, SPRAY APPLIED

520.01 DESCRIPTION. This work shall consist of furnishing and installing a spray applied membrane waterproofing system.

520.02 MATERIALS. The materials shall consist of an approved spray applied membrane waterproofing system listed on the Approved Products List on file with the Agency's Materials and Research Section.

520.03 WEATHER LIMITATIONS. Waterproofing shall not be done in rainy weather or when the temperature is below 5°C (40°F) without the authorization of the Engineer.

520.04 SURFACE PREPARATION. All surfaces that are to receive the membrane waterproofing shall be prepared in accordance with the manufacturer's recommendations.

520.05 CONSTRUCTION DETAILS.

(a) General. All work performed shall be in accordance with the manufacturer's recommendations. The entire system shall be applied by an individual (Applicator) certified by the manufacturer. The Engineer shall receive written certification from the manufacturer regarding the Applicator's qualifications at least seven days prior to the application of any system component. The certification shall apply only to the named individual(s) performing the application. A manufacturer's representative shall be present at all times during the installation of the membrane system.

The manufacturer shall have a competent technical representative with necessary equipment to perform the quality control testing at the job site during all phases of preparation and installation. The technical representative will be responsible for performing all quality control testing required during membrane application (as described below). The technical representative will present all quality-control testing equipment to the Engineer to verify calibration dates and demonstrate their competency to perform quality control testing.

The Contractor shall supply Material Safety Data Sheets (MSDS) and Material Detail Sheets prepared by the manufacturer to the Engineer a minimum of two weeks prior to the scheduled commencement of work.

Personnel exposed to primers and membranes shall be protected in accordance with the MSDS.

All components of the membrane system shall be stored in accordance with the Material Detail Sheets.

All installation shall be performed in accordance with the Material Detail Sheets and manufacturer's recommendations.

(b) Quality Control Testing.

(1) Substrate Moisture Content and Temperature. The surface moisture content and surface temperature shall be measured prior to applying the primer and membrane. The moisture content and temperature shall be within the limits indicated on the Material Detail Sheets. One test shall be performed for every 165 square meters (200 square yards) of deck area or three tests per bridge deck, whichever is greater.

(2) Primer Adhesion. After the substrate has been prepared to the satisfaction of the Engineer, the adhesion of the primer to the substrate shall be tested in accordance with ASTM D 4541. Tests shall be conducted after the primer has sufficiently cured as determined by the technical representative. One test shall be performed for every 165 square meters (200 square yards) of deck area or three tests per bridge deck, whichever is greater. The Engineer may require additional test(s) where deficient adhesion is suspected. A minimum of 1 MPa (150 psi) adhesion strength to Portland cement concrete is required.

(3) Membrane Thickness. The wet-film thickness of each course of membrane shall be measured using a standard comb-type thickness gauge, or the dry-film thickness of each course of membrane shall be measured in accordance with SSPC-PA2. Alternative methods for measuring thickness shall be submitted to the Engineer for approval. The measured thickness of each course of the membrane and the entire thickness of the finished membrane shall be greater than or equal to the depth documented in the Crack Bridging Test (ASTM C 836).

(4) Membrane Pin Holes. Test for pin holes in the cured membrane system over the entire application area in accordance with ASTM D 4787. The test shall be conducted at voltages recommended by the manufacturer to prevent damage to the membrane.

(5) Membrane Adhesion. The adhesion of the membrane system to the substrate shall be tested in accordance with ASTM D 4541. Tests shall be conducted after the membrane has sufficiently cured as determined by the technical representative. One test shall be performed for every 165 square meters (200 square yards) of deck area or three tests per bridge deck, whichever is greater. The Engineer may require additional test where deficient adhesion is suspected. A minimum of 1 MPa (150 psi) adhesion strength to Portland cement concrete is required.

The Contractor shall repair and/or correct any deficiencies in the membrane system and substrate noted during quality-control testing as recommended by the manufacturer's representative to the satisfaction of Engineer at no additional cost to the State.

520.06 PROTECTION OF EXPOSED SURFACES. The Contractor shall exercise care in the application of the waterproofing materials to prevent surfaces not receiving treatment from being spattered or marred. Particular reference is made to the face of curbs, copings, finished surfaces, substructure exposed surfaces, and outside faces of the bridge. Any material that spatters on these surfaces shall be removed and the surfaces cleaned to the satisfaction of the Engineer.

520.07 METHOD OF MEASUREMENT. The quantity of Membrane Waterproofing, Spray Applied to be measured for payment will be the number of square meters (square yards) used in the complete and accepted work. Measurement will be based on the horizontal distance between the face of the curbs, plus vertical surfaces as shown on the Plans, and the horizontal length of the membrane installed.

520.08 BASIS OF PAYMENT. The accepted quantity of Membrane Waterproofing, Spray Applied will be paid for at the Contract unit price per square meter (square yard). Payment will be full compensation for furnishing, transporting, handling, and placing the waterproofing system specified, including surface preparation, submittals, and quality control testing, and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
520.10 Membrane Waterproofing, Spray Applied	Square Meter (Square Yard)

STATE OF VERMONT

AGENCY OF NATURAL RESOURCES
Department of Environmental Conservation
Water Quality Division
St. Johnsbury Regional Office
129 Portland Street
St. Johnsbury, VT 05819
Telephone (802) 751-0129

Department of Fish and Wildlife
Department of Forests, Parks & Recreation
Department of Environmental Conservation

STATUTORY AUTHORITY:
This approval is issued under Title 19 V.S.A. Chapter 1, Section 10(12)

Jeff Ramsey, Environmental Specialist
Vermont Agency of Transportation
Program Development Division
National Life Building
Montpelier, Vermont 05633-5001

received
4.9.12

RE: HD-7-0366, VT 105, Cold Brook
ER-STP 034-3(25)

Dear Jeff:

This letter constitutes approval of the above referenced project, which involves the replacement of an existing bridge with a new single span bridge on integral abutments on VT 105 over Cold Brook in the town of Brighton. The project is subject to the following conditions:

1. The project shall be constructed as shown in the VTrans design plans dated 02/28/12.

2. Any amendment to the plans which in any way affects surface waters and/or riparian corridors shall be reviewed by this office and approval received by VTrans prior to construction.

3. Any construction modifications that deviate from the approved plans which in any way affects surface waters and/or riparian corridors shall be reviewed by this office and approval received by VTrans prior to the construction activity.

4. That the contractor's schedule of accomplishment of water quality related work to be submitted prior to the start of construction, and as required under general specification #105.23(a) shall include site-specific methods of operation. Temporary construction fills, check dams, silt barriers and other erosion control works shall be described and shown on pertinent plans.

5. That the Vermont Agency of Transportation general specification #105.23 addressing the control of erosion and siltation be carefully adhered to in order to minimize turbidity and other adverse impacts.

6. That the Vermont Agency of Transportation general specification #105.24 addressing pollution control be carefully followed in order to limit, if not prevent altogether, the discharge of fuel, grease, oil, raw concrete, paint, chemicals, and debris to any waters of the state.

7. Approved in-stream working dates on this project are from July 1st to October 1st. Contractor proposals for construction activities in or adjacent to flowing water during the restricted period must be isolated from stream flow and must receive prior approval from the Stream Alteration Engineer.

8. The provisions of this approval shall be made a part of any contract between VTrans, the town and the contractor.

9. Traffic will be detoured on existing roadways. No temporary crossing is involved.

Based on information provided in the application for approval under 19 V.S.A. Section 10(12), public notice of which is given by the posting of this permit by the town clerk, it is certified that there is reasonable assurance that the proposed work will be conducted in the manner consistent with applicable conditions of the Federal Pollution Control Act Amendment of 1972, Public Law 92-500.

Recent litigation involving the public trust doctrine raises concern that agency permits for stream alterations; dams or water quality certificate may be challenged for lack of jurisdiction or authority. We want to alert you to the possibility that litigation or legislative action may modify or retroactively affect the agency's actions.

If the project is constructed as you have described, as shown on the above referenced approved plans and according to the above conditions, there is no reason to expect any violation of Vermont Water Quality Standards.

Dated this 6th day of April, 2012

David K. Mears, Commissioner
Vermont Dept. of Environmental Conservation

By: B Cahoon

Barry Cahoon, P.E.
River Management Engineer

cc: Len Gerardi, District Fisheries Biologist (e-copy)
Reg Smith, Environmental Enforcement Officer (e-copy)
Marty Abair, U.S. Army Corps of Engineers (e-copy)

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

VERMONT AGENCY OF TRANSPORTATION
SCHEDULE OF ITEMS

LETTING DATE : 10/19/12 11:00 A.M.

CONTRACT ID : 11B208
PROJECT(S) : BRIGHTON ER STP 034-3(25)

SECTION NO. 0001

ITEM NO.	LINE NO.	DESCRIPTION	QUANTITY	UNITS
201.10	0005	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	1.000	LUMP
203.15	0010	COMMON EXCAVATION	470.000	CY
203.27	0015	UNCLASSIFIED CHANNEL EXCAVATION	430.000	CY
204.22	0020	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	1.000	CY
204.25	0025	STRUCTURE EXCAVATION	410.000	CY
204.30	0030	GRANULAR BACKFILL FOR STRUCTURES	270.000	CY
210.10	0035	COLD PLANING, BITUMINOUS PAVEMENT	305.000	SY
402.10	0040	AGGREGATE SHOULDERS, IN PLACE	25.000	CY
404.65	0045	EMULSIFIED ASPHALT	6.000	CWT
406.50	0050	PRICE ADJUSTMENT, ASPHALT CEMENT (N.A.B.I.)	1.000	LU
504.10	0055	FURNISHING EQUIPMENT FOR DRIVING PILING	1.000	LUMP
505.15	0060	STEEL PILING, HP 12 X 53	800.000	LF
505.45	0065	DYNAMIC PILE LOADING TEST	3.000	EACH
507.12	0070	REINFORCING STEEL, LEVEL II	2,100.000	LB
510.24	0075	GROUTING SHEAR KEYS	210.000	LF
514.10	0080	WATER REPELLENT, SILANE	15.000	GAL
516.10	0085	BRIDGE EXPANSION JOINT, ASPHALTIC PLUG	60.000	LF
520.10	0090	SHEET MEMBRANE WATERPROOFING, SPRAY APPLIED	255.530	SY
525.335	0095	BRIDGE RAILING, GALVANIZED 3 RAIL BOX BEAM	153.320	LF
529.20	0100	PARTIAL REMOVAL OF STRUCTURE	1.000	EACH
531.17	0105	BEARING DEVICE ASSEMBLY, STEEL REINFORCED ELASTOMERIC PAD	16.000	EACH
540.10	0110	PRECAST CONCRETE STRUCTURE (ABUTMENT #1)	1.000	LUMP
540.10	0115	PRECAST CONCRETE STRUCTURE (ABUTMENT #2)	1.000	LUMP
540.10	0120	PRECAST CONCRETE STRUCTURE (APPROACH SLAB #1)	1.000	LUMP
540.10	0125	PRECAST CONCRETE STRUCTURE (APPROACH SLAB #2)	1.000	LUMP
609.10	0130	DUST CONTROL WITH WATER	1.000	MGAL
613.12	0135	STONE FILL, TYPE III	470.000	CY
621.30	0140	BOX BEAM GUARDRAIL	149.000	LF
621.51	0145	MANUFACTURED TERMINAL SECTION, TANGENT	3.000	EACH
621.725	0150	GUARDRAIL APPROACH SECTION, GALVANIZED 3 RAIL BOX BEAM	4.000	EACH
630.15	0155	FLAGGERS	400.000	HR
631.10	0160	FIELD OFFICE, ENGINEERS	1.000	LUMP
631.16	0165	TESTING EQUIPMENT, CONCRETE	1.000	LUMP
631.17	0170	TESTING EQUIPMENT, BITUMINOUS	1.000	LUMP
631.26	0175	FIELD OFFICE TELEPHONE (N.A.B.I.)	3,000.000	DL
635.11	0180	MOBILIZATION/DEMOBILIZATION	1.000	LUMP
646.20	0185	4 INCH WHITE LINE	740.000	LF
646.21	0190	4 INCH YELLOW LINE	740.000	LF
649.31	0195	GEOTEXTILE UNDER STONE FILL	470.000	SY
649.51	0200	GEOTEXTILE FOR SILT FENCE	275.000	SY
649.61	0205	GEOTEXTILE FOR FILTER CURTAIN	81.000	SY
651.15	0210	SEED	10.000	LB
651.18	0215	FERTILIZER	100.000	LB
651.20	0220	AGRICULTURAL LIMESTONE	1.000	TON

LETTING DATE : 10/19/12 11:00 A.M.

CONTRACT ID : 11B208
PROJECT(S) : BRIGHTON ER STP 034-3(25)

ITEM NO.	LINE NO.	DESCRIPTION	QUANTITY	UNITS
SECTION NO. 0001				
651.25	0225	HAY MULCH	1.000	TON
651.35	0230	TOPSOIL	75.000	CY
651.40	0235	GRUBBING MATERIAL	120.000	SY
652.10	0240	EPSC PLAN	1.000	LUMP
652.20	0245	MONITORING EPSC PLAN	40.000	HR
652.30	0250	MAINTENANCE OF EPSC PLAN (N.A.B.I.)	1.000	LU
653.20	0255	TEMPORARY EROSION MATTING	425.000	SY
653.35	0260	VEHICLE TRACKING PAD	60.000	CY
653.55	0265	PROJECT DEMARCATION FENCE	605.000	LF
675.20	0270	TRAFFIC SIGNS, TYPE A	0.660	SF
675.341	0275	SQUARE TUBE SIGN POST AND ANCHOR	16.000	LF
900.608	0280	SPECIAL PROVISION (HIGH PERFORMANCE CONCRETE, RAPID SET)(FPQ)	32.000	CY
900.640	0285	SPECIAL PROVISION (PRESTRESSED CONCRETE NEXT D BEAMS)(NEXT 28 D)	284.000	LF
900.645	0290	SPECIAL PROVISION (REMOVAL OF TEMPORARY BRIDGE AND APPROACHES)	1.000	LUMP
900.645	0295	SPECIAL PROVISION (TRAFFIC CONTROL, ALL-INCLUSIVE)	1.000	LUMP
900.650	0300	SPECIAL PROVISION (INCENTIVE/DISINCENTIVE)(N.A.B.I.)	1.000	LU
900.650	0305	SPECIAL PROVISION (MAT DENSITY PAY ADJUSTMENT, SMALL QUANTITY)(N. A.B.I)	1.000	LU
900.650	0310	SPECIAL PROVISION (MIXTURE PAY ADJUSTMENT)(N.A.B.I.)	1.000	LU
900.680	0315	SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANITITY)	285.000	TON
301.15 AA1	0320	SUBBASE OF GRAVEL	435.000	CY
301.25 AA2	0325	SUBBASE OF CRUSHED GRAVEL, COARSE GRADED	435.000	CY
301.35 AA3	0330	SUBBASE OF DENSE GRADED CRUSHED STONE	435.000	CY

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

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___

_____ L.S.
(Name of Individual, Partnership or Corporation)

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

_____
(Notary Public)

_____ L.S
(Name of Individual Signing Affidavit)

(My commission expires _____)

_____ L.S
(Title of Individual Signing Affidavit)

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: