

RESOLUTION OF SOLE SHAREHOLDER IN LIEU OF

2016 ANNUAL MEETING OF

J. P. SICARD, INC.

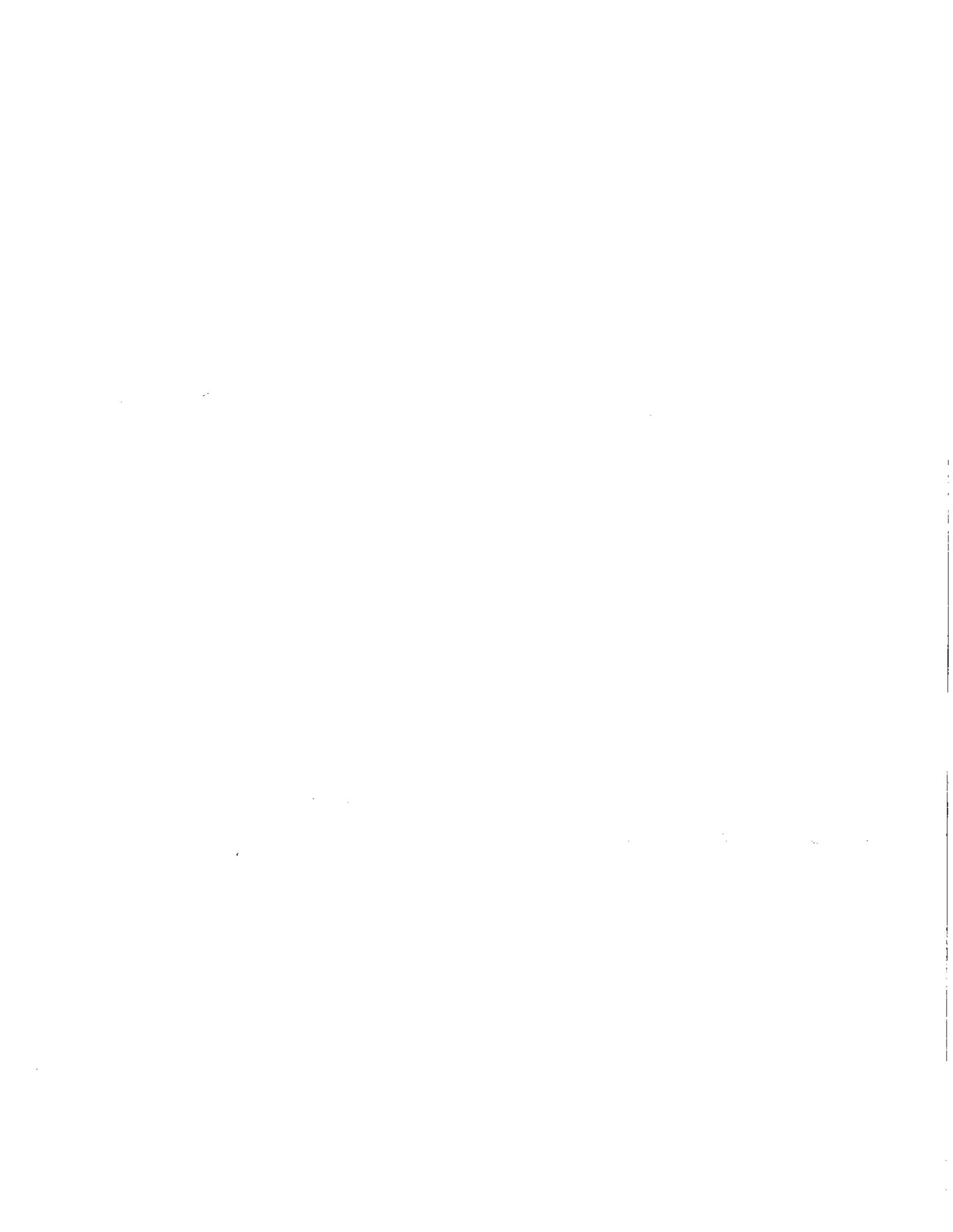
The undersigned, being the sole Shareholder of J. P. Sicard, Inc. , hereby consent and agree, pursuant to 11A V.S.A. § 7.04, that the following actions may be taken forthwith and shall become effective without the necessity of calling a formal Annual Meeting of the Shareholder of the Corporation:

RESOLVED, that the following persons are authorized to enter into and sign contracts and checks for the corporation during the ensuing year and until his successor is appointed: Jason P. Sicard, Paul A. Sicard, Marsha A. Sicard.

Dated at the Town of Barton, Vermont, this 5th day of January 2016.



Jason Sicard





State of Vermont
 Agency of Transportation
 Contract Administration
 One National Life Drive
 Montpelier, VT 05633-5001
www.aot.state.vt.us/conadmin

[phone] 802-828-2641
 [fax] 802-828-5545
 [ttd] 800-253-0191

CA-95

TO: CONTRACT ADMINISTRATION
 MONTPELIER, VERMONT

RE: Irasburg IM DECK (46)

I hereby certify that I have access to the STANDARD SPECIFICATIONS FOR CONSTRUCTION, dated 2011, by clicking: <http://vtranscontracts.vermont.gov/construction-contracting/2011-standard-specifications>

Respectfully,

JP Seward Inc

 Name of Corporation, Co-Partnership or Individual

Jason Seward

 Name of Individual Signing the Contract

Jason Seward

 Signature of Individual Signing the Contract

President

 Title of Individual Signing the Contract

To be filled
 in completely
 by Contractor

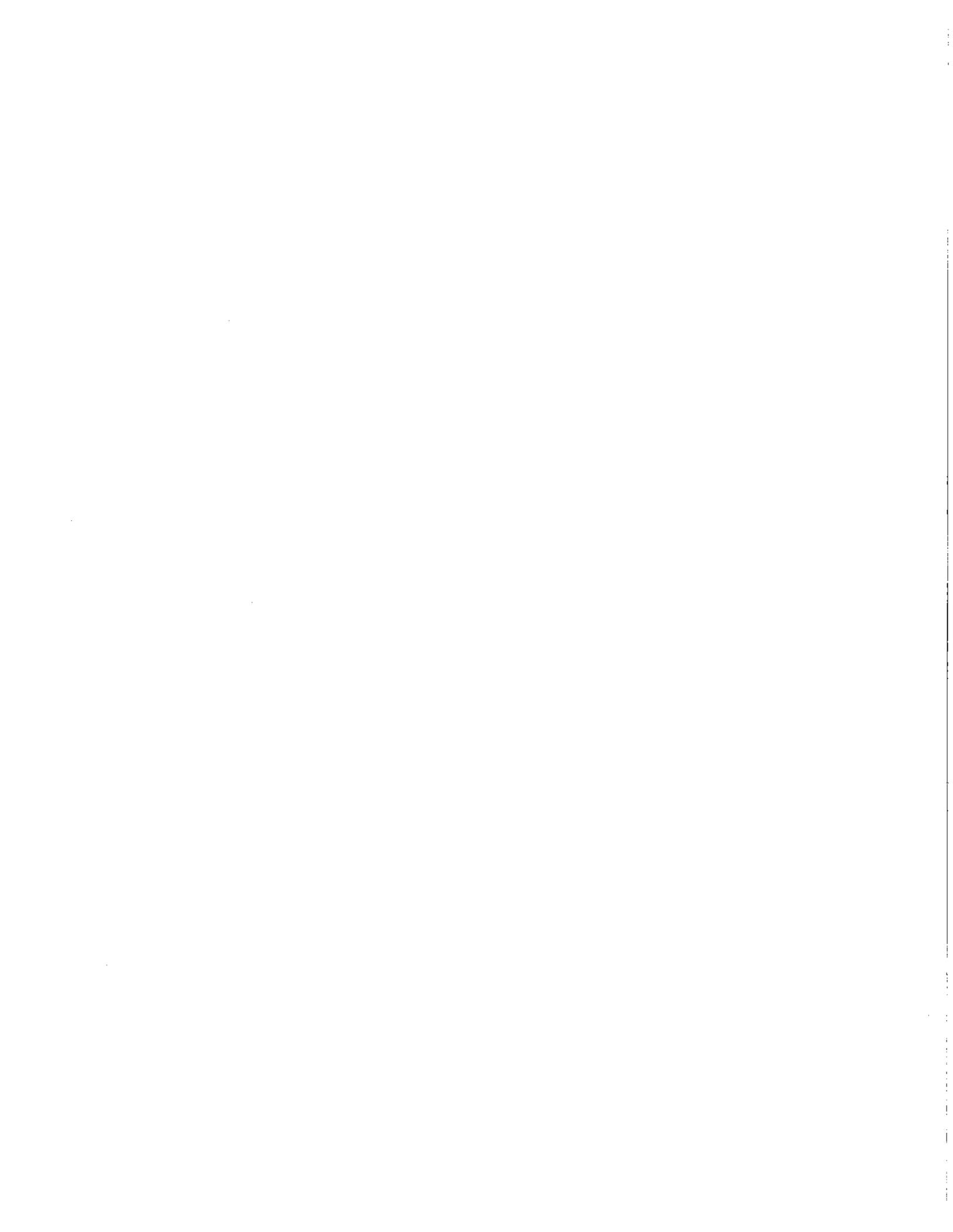
(Street) 234 Glover St

(Town or City) Barton

(State) VT

(Date) 4.11.16

To be filled
 in completely
 by Contractor





CERTIFICATE OF LIABILITY INSURANCE

JPSIC-2

OP ID: CH

DATE (MM/DD/YYYY)

04/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Adam Osha	CONTACT NAME: Adam Osha PHONE (A/C, No, Ext): 802-295-3329 E-MAIL ADDRESS: aosha@kinneypike.com	FAX (A/C, No): 802-296-6126
	INSURER(S) AFFORDING COVERAGE	
INSURED JP Sicard, Inc. Kingdom Gravel & Aggregate Inc Kingdom Lakes Mgmt., Inc. PO Box 19 Barton, VT 05822	INSURER A: Travelers Insurance Company	NAIC # 36137
	INSURER B: Philadelphia Indemn Insurance	18058
	INSURER C: Liberty Mutual Insurance	23043
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		DT-CO-3F020296-COF-15 PHSD1004410	12/31/2015 01/23/2015	12/31/2016 01/23/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DT-810-3F020296-IND-15	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			DTSM-CUP-3F020296-TIL-15	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	DTJ-UB-3F02029-6-15	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Equipment Floater			IM8972827	12/31/2015	12/31/2016	Limit 300,000 Ded 500	

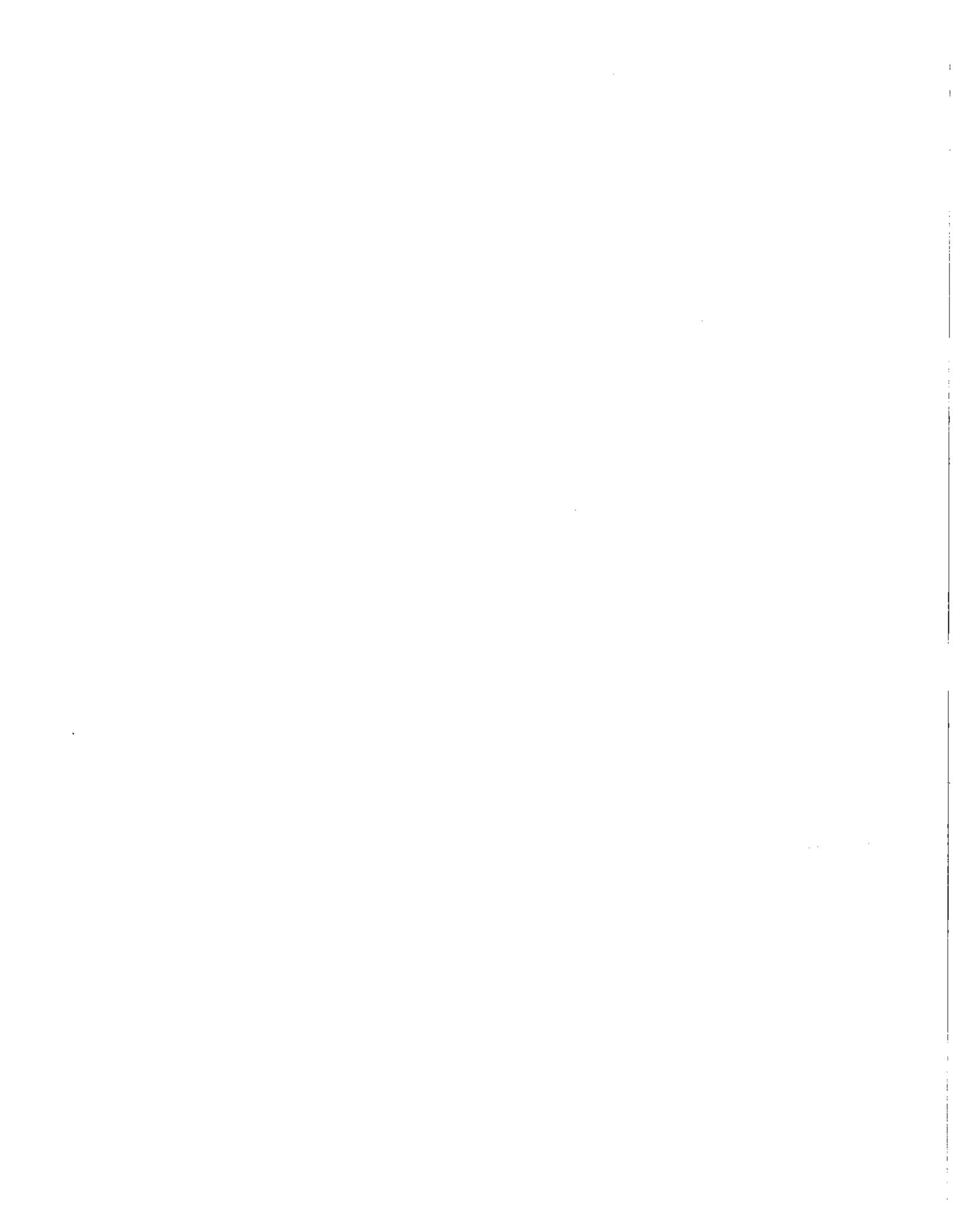
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Vermont, its Officers and Employees are named Additional Insureds with respect to general liability to the extent required in executed written contract RE: Irasburg IM DECK (46). Workers Compensation statutory coverage applies in VT & NH. Jason Sicard is excluded officer.

CERTIFICATE HOLDER**CANCELLATION**

STATEVT State of Vermont Agency of Transportation One National Life Drive Montpelier, VT 05633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

JPSIC-1 OP ID: CH

DATE (MM/DD/YYYY)

04/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Adam Osha	CONTACT NAME: Adam Osha PHONE (A/C, No, Ext): 802-295-3329 E-MAIL ADDRESS: aosha@kinneypike.com	FAX (A/C, No): 802-296-6126
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Insurance Company	NAIC # 36137
INSURED JP Sicard, Inc. PO Box 19 Barton, VT 05822	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Railroad Protectl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BINDER	04/19/2016	04/19/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

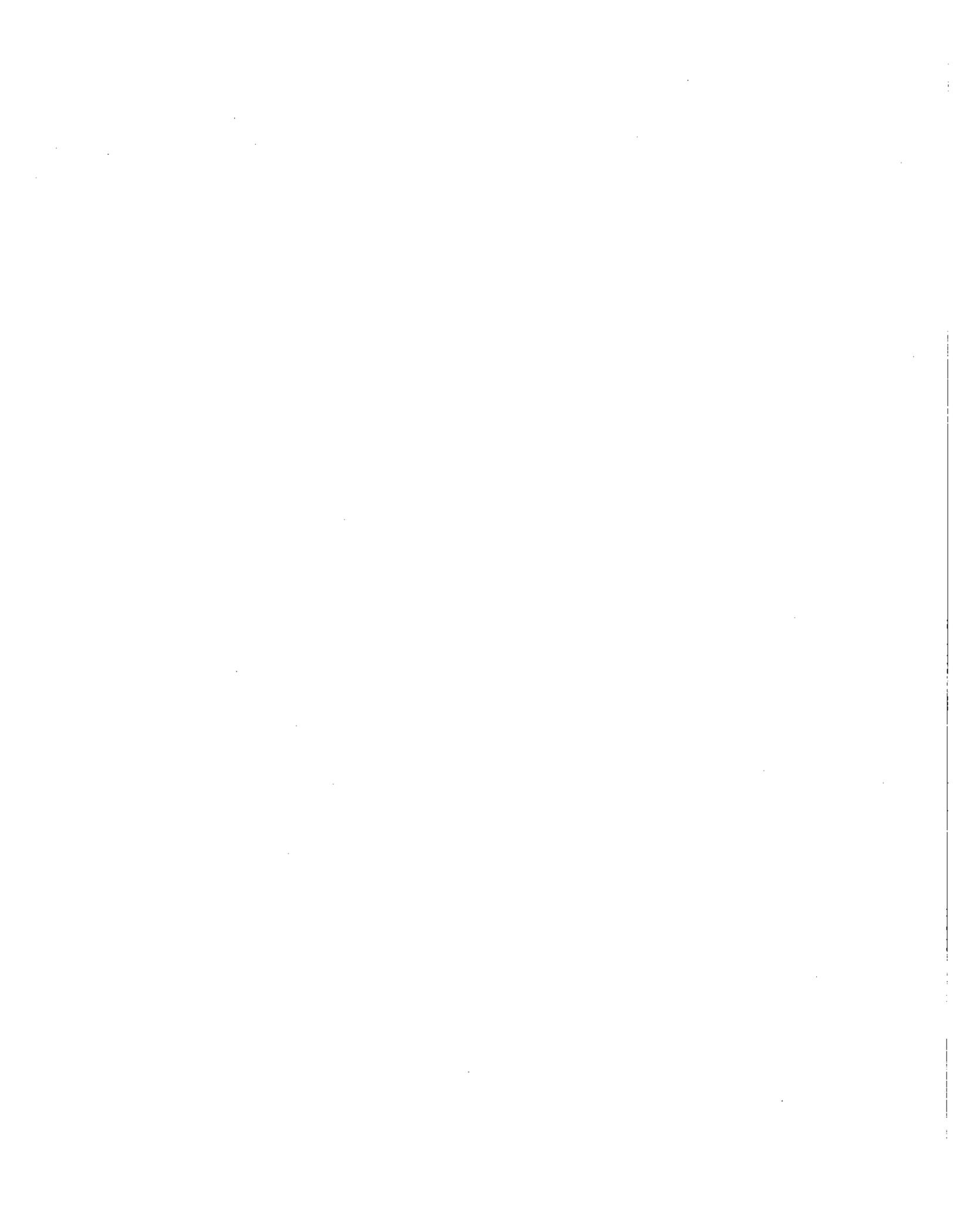
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Irasburg IM DECK (46)

CERTIFICATE HOLDER**CANCELLATION**

WASHINGTON Washington County Railroad One Railway Lane Burlington, VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF VERMONT
CONTRACT BOND

Bond #259990 P

KNOW ALL MEN BY THESE PRESENTS, That we

J.P. Sicard, Incorporated
234 Glover Road
VT 16
Barton, VT 05822

as Principal, and CorePointe Insurance Company
401 South Old Woodward Ave., Ste. 300
Birmingham, MI 48009

as Surety, are held and firmly bound unto the State of Vermont, as Obligee, in the penal sum of Two Million One Hundred Twenty Seven Thousand Nine Hundred Ninety One Dollars and Thirty Cents (\$2,127,991.30), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, the State of Vermont dated the 18th day of April A.D. 2016 for the construction of a certain project in the State of Vermont known as Irasburg IM DECK (46) which contract is hereby referred to and made a part hereof as fully and to the same extent as if set forth at length herein:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the above bounden Principal and his subcontractors and his or their agents and servants shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified and shall pay over, make good and reimburse the State of Vermont all loss or losses and damage or damages which the above named Obligee, the State of Vermont, may sustain by reason of failure or default on the part of the Principal or his subcontractors, or his or their agents and servants, to fully carry out the terms of said contract, then this obligation shall be void; otherwise, to be and remain in full force and effect.

In Witness Whereof we hereunto set our hands and seals this 11 day of April A.D. 2016.

In Presence of (TWO WITNESSES REQUIRED)

Theresa Doyle

as to Principal

J.P. Sicard Inc

Name of Corporation, Co-partnership or Individual
John Sicard L.S.

Authorized Signature
President

Title

(TWO WITNESSES REQUIRED)

CorePointe Insurance Company

James Salcedo

as to Surety.

CorePointe Insurance Company

Bonding Company

L.S.

Authorized Signature
Attorney-In-Fact

Title

Compliance Bond

CONTRACT BOND

J.P. Sicard, Incorporated

234 Glover Road
VT 16

Barton, VT 05822

Principal

CorePointe Insurance Company

401 South Old Woodward Ave, Ste. 300

Birmingham, MI 48009

Surety.

and

STATE OF VERMONT

Obligee.

Date April 18 2016

Amount \$2,127,991.30

Approved 4/18 2016



Secretary of Transportation
or Duly Authorized Agent

STATE OF VERMONT
CONTRACT BOND

Bond #259990 P

KNOW ALL MEN BY THESE PRESENTS, That we J.P. Sicard, Incorporated
234 Glover Road
VT 16
Barton, VT 05822

as Principal, and CorePointe Insurance Company
401 South Old Woodward Ave, Ste. 300
Birmingham, MI 48009

As Surety, are held and firmly bounden, unto the Secretary of Transportation for the State of Vermont, and his successors in office, as Obligee, in the penal sum of Two Million One Hundred Twenty Seven Thousand Nine Hundred Ninety One Dollars and Thirty Cents (\$2,127,991.30), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHFREAS, the above bounden Principal has entered into a certain written contract with the State of Vermont, dated the 18th day of April A.D. 2016 for the construction of a certain project in the State of Vermont known Irasburg IM DECK (46) which contract is hereby referred to and made a part hereof as fully and to the same extent as if set forth at length herein:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the above bounden, Principal shall pay, settle, liquidate and discharge the claims of all creditors for material, merchandise, labor, rent, hire of vehicles, power shovels, rollers, concrete mixers, tools and other appliances, professional services, premiums and other services used or employed in carrying out the terms of said contract between said Principal and the State of Vermont, and shall pay all taxes, both State and municipal, and contributions to the Vermont Commissioner of Employment and Training, accruing during the term of performance of said contract, this agreement to make such payment being in compliance with the requirements of 19 Vermont Statutes Annotated, Section 10(9), as amended, to furnish security there under, and being in fact such security, then this obligation shall be void; otherwise, to be and remain in full force and effect.

In Witness Whereof we hereunto set our hands and seals this 11 day of April A.D. 2016.

In Presence of (TWO WITNESSES REQUIRED)

[Signature]

as to Principal

J.P. Sicard Inc

Name of Corporation, Co-partnership or Individual

[Signature] L.S.

Authorized Signature

President

Title

(TWO WITNESSES REQUIRED)

[Signature]

[Signature]

as to Surety.

CorePointe Insurance Company

Bonding Company

[Signature] L.S.

Authorized Signature

Attorney-In-Fact

Title

Labor & Materials Bond

CONTRACT BCND

J.P. Sicard, Incorporated

234 Glover Road

VT 16

Barton, VT 05822

Principal

CorePointe Insurance Company

401 South Old Woodward Ave, Ste. 300

Birmingham, MI 48009

Surety.

and

STATE OF VERMONT

Obligee.

Date April 18 2016

Amount \$2,127,991.30

Approved 4/18 2016



Secretary of Transportation
or Duly Authorized Agent

POWER OF ATTORNEY
COREPOINTE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that COREPOINTE INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 401 S. Old Woodward Ave, Suite 300, Birmingham, Michigan, has made, constituted and appointed, and does by these presents make, constitute and appoint:

*** Adam Osha, Christine Slocum, Christina Henderson, jointly or severally ***

each its true and lawful Attorney-in-Fact, to sign its name as surety as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, providing that no single obligation shall exceed UNLIMITED, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with and governed by, the law of the State of Michigan, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted by the Board of Directors of the Company effective August 21, 2015:

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President, or Vice-President of the Company (each such person, an "Authorized Officer") be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached;

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of September 2015.



CorePointe Insurance Company
By Daniel Young
Daniel Young, Senior Vice President

Attest:
By Mark Lansdon
Mark Lansdon, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On September 8, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

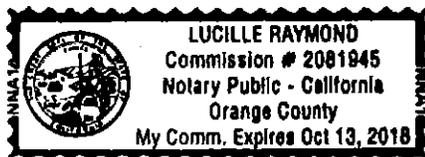
personally appeared Daniel Young and Mark Lansdon

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public



I, the undersigned Assistant Secretary of COREPOINTE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true and correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, in full force and effect as of this date.

Given under my hand and seal of the Company, this 11 day of April, 2016

Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary



[Back](#)

Business Search Result

Business Name	Business ID	Business Type	Principal Business Office Address	Registered Agent Name	Fiscal Year Month	Status
<u>J. P. SICARD, INC.</u>	0118046	Domestic Profit Corporation	234 Glover Road, BARTON, VT, 05822, USA	JASON SICARD	12	Active

[Back](#)

STATE OF VERMONT
AGENCY OF TRANSPORTATION

**SPECIAL PROVISIONS
CONTRACT AGREEMENT
CONTRACT SCHEDULE**

PROJECT NUMBER

IM DECK (46)

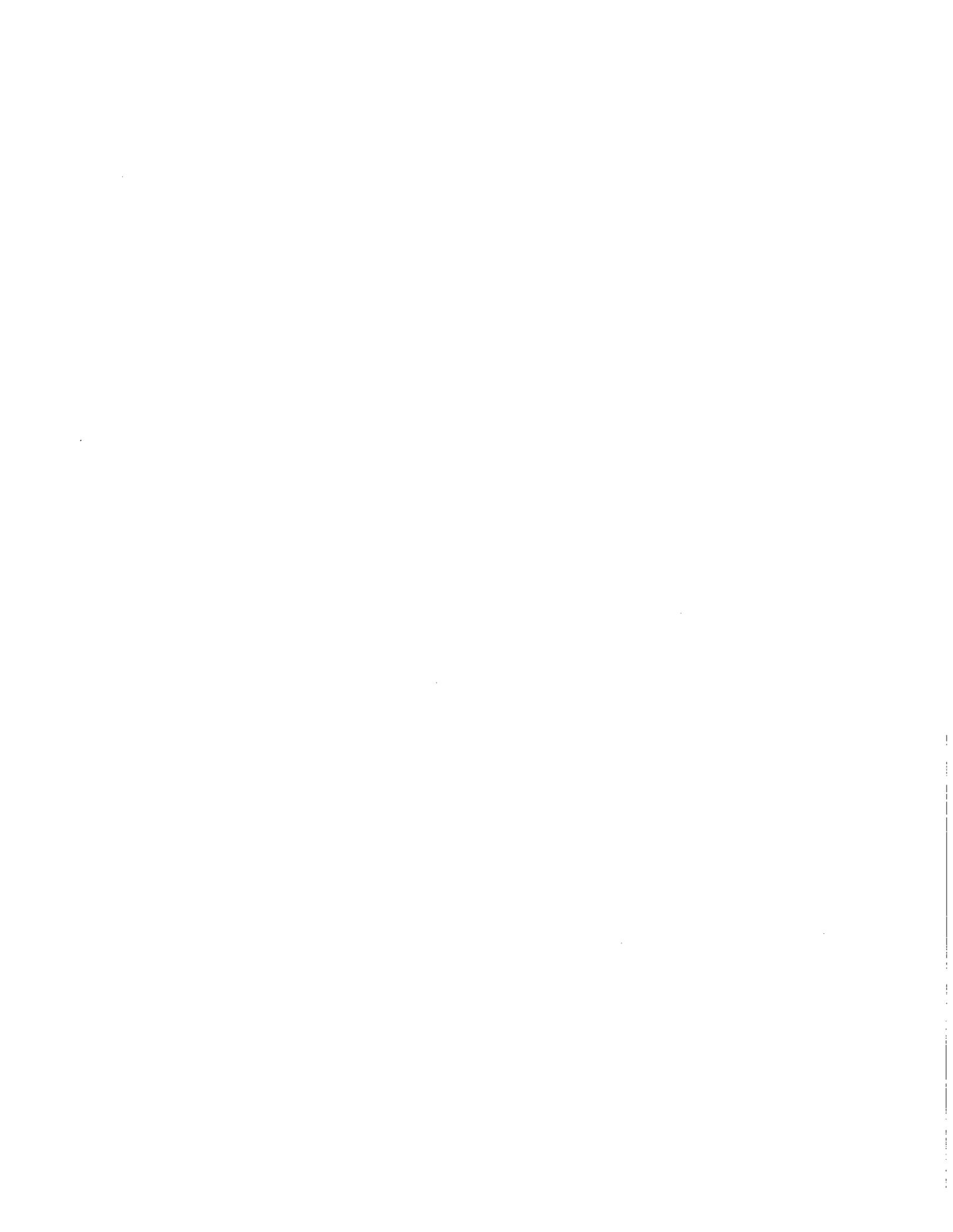
PROJECT NAME

IRASBURG

Date of Letting	April 1, 2016
Date of Contract	April 18, 2016
Anticipated Completion Date	November 4, 2016
Amount of Contract	\$2,127,991.30

Contractor	J.P. Sicard, Inc.
Address	234 Glover Road, VT 16 Barton, VT 05822

Bonding Company	CorePointe Insurance Company
Address	401 South Old Woodward Ave, Ste 300 Birmingham, MI 48009



VERMONT

CA-111-A

Project
Irasburg IM DECK (46)

VERMONT
AGENCY OF TRANSPORTATION
2011 Standard Specifications for Construction

CONTRACT AGREEMENT

J.P. Sicard, Incorporated
234 Glover Road
VT 16
Barton, VT 05822

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 April 7, 2015
Bulletin 3.5 Attachment C: Standard State Provisions for Contracts and Grants
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
Certification for Federal-Aid Contracts
Contractor's EEO Certification
Contract CA-111-B Form
Schedule of Items
Contractor's Signature Page

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

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

ATTACHMENTS

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

- I. **GENERAL**

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

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

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

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

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - B "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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

A Minority Group Member is:

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

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

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

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

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

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

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

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

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

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

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



**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".



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.

**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.



VERMONT AGENCY OF TRANSPORTATION
CERTIFICATE VERIFYING WORKERS' COMPENSATION COVERAGE
(PRIME CONTRACTOR)

REQUIRED FOR CONTRACTS OVER \$250,000, PER ACT 54 OF 2009 & ACT 50 OF 2011

VTrans Project: _____

Prime Contractor: _____

Vermont statutes and standard State contract provisions require contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work for the State.

Evidence of coverage, including but not limited to this Certificate, must be provided prior to commencement of work.

1. The undersigned organization certifies that it either:

A. Has workers' compensation insurance

Insurance Company: _____

Policy Expiration Date: _____

-OR-

B. Is approved by the Vermont Department of Labor to operate as a self-insured for workers' compensation

2: The undersigned organization certifies that it has verified that its workers' compensation coverage contains a rider or non-cancellation clause reading in substance (per 2011 Standard Specifications for Construction §103.04(e)) as follows:

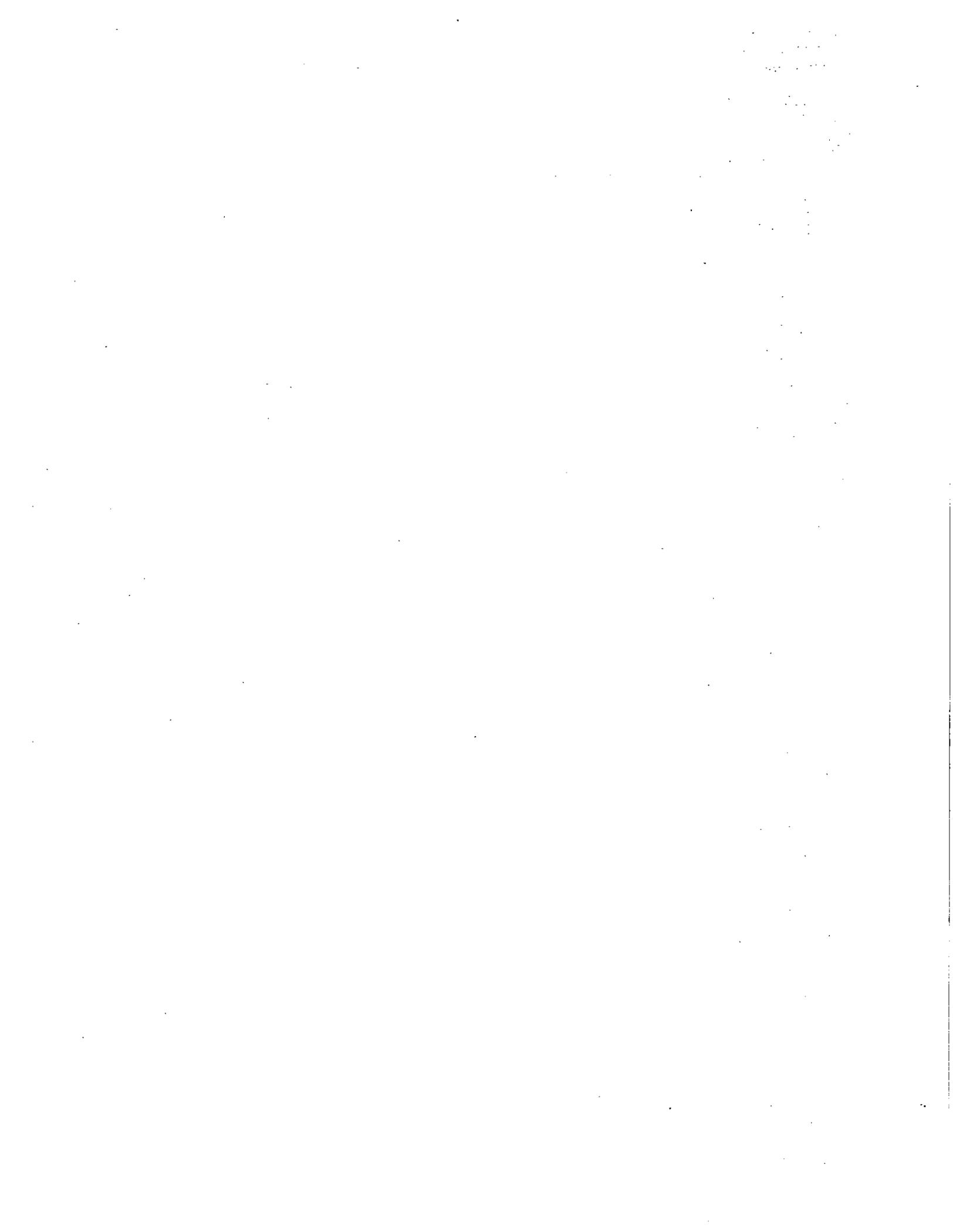
Anything herein to the contrary notwithstanding, no cancellation, termination, or alteration of this policy by the company or the assured shall become effective unless and until notice of cancellation, termination, or alteration has been given by registered mail to the Director of Program Development of the Vermont Agency of Transportation, National Life Building, Montpelier, Vermont 05633-5001, at least 30 calendar days before the effective cancellation, termination, or alteration date unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal, final acceptance of the project by the Agency.

Signature (must be by a person authorized to sign for contractor)

Date

Print name of person signing

Title



VERMONT AGENCY OF TRANSPORTATION
CERTIFICATE VERIFYING WORKERS' COMPENSATION COVERAGE
(SUBCONTRACTORS AND SUBCONTRACTORS' SUBCONTRACTORS)
REQUIRED FOR CONTRACTS OVER \$250,000, PER ACT 54 OF 2009 & ACT 50 OF 2011

VTrans Project: _____

Prime Contractor: _____

Subcontractor: _____

Vermont statutes and standard State contract provisions require contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work for the State.

Evidence of coverage, including but not limited to this Certificate, must be provided prior to commencement of work.

1. The undersigned organization [subcontractor] certifies that it either:

A. Has workers' compensation insurance

Insurance Company: _____

Policy Expiration Date: _____

-OR-

B. Is approved by the Vermont Department of Labor to operate as a self-insured for workers' compensation

2. The undersigned organization [subcontractor] certifies that it has verified that its workers' compensation coverage contains a rider or non-cancellation clause reading in substance (per 2011 Standard Specifications for Construction §103.04(e)) as follows:

Anything herein to the contrary notwithstanding, no cancellation, termination, or alteration of this policy by the company or the assured shall become effective unless and until notice of cancellation, termination, or alteration has been given by registered mail to the Director of Program Development of the Vermont Agency of Transportation, National Life Building, Montpelier, Vermont 05633-5001, at least 30 calendar days before the effective cancellation, termination, or alteration date unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal, final acceptance of the project by the Agency.

Signature (must be by a person authorized to sign for subcontractor) Date

Print name of person signing Title

TO BE COMPLETED BY PRIME CONTRACTOR:

Prime Contractor (print name) _____ has specifically verified the above-claimed coverage by using the Vermont Department of Labor's on-line portal for checking workers' compensation coverage, and has retained and will retain a print-out or other recorded image of such verification for the duration of the project plus three years, to be made available upon request to the Vermont Agency of Transportation or other unit of the State of Vermont.

Signature (must be by a person authorized to sign for subcontractor) Date

Print name of person signing Title



GENERAL SPECIAL PROVISIONS FOR ALL PROJECTS
2011 STANDARD SPECIFICATIONS

SECTION 101 - DEFINITIONS AND TERMS

1. 101.01 ABBREVIATIONS, is hereby modified by adding the following new abbreviation directly after "ABS":

ACL Advanced Certification List

2. 101.01 ABBREVIATIONS, is hereby further modified by adding the following new abbreviation directly after "ANSI":

APL Approved Products List

3. 101.01 ABBREVIATIONS, is hereby still further modified by adding the following new abbreviation directly after "CPM":

CPPP Corrugated Polypropylene Pipe

4. 101.02 DEFINITIONS, HOLIDAYS, is hereby modified by deleting the ninth row in the listing (for "Columbus Day").

5. 101.02 DEFINITIONS, HOLIDAYS, is hereby further modified by adding the following as the twelfth row in the listing (directly after "Thanksgiving Day"):

Day After Thanksgiving Fourth Friday in November

SECTION 103 - TAXES AND INSURANCE

6. 103.04 INSURANCE REQUIREMENTS, part (e) General Insurance Conditions, is hereby modified by deleting the second paragraph in its entirety.

SECTION 105 - CONTROL OF THE WORK

7. 105.03 PLANS AND WORKING DRAWINGS, part (a) Contract Plans, is hereby modified by deleting the second paragraph in its entirety.
8. 105.03 PLANS AND WORKING DRAWINGS, part (a) Contract Plans, is hereby further modified by deleting the first sentence of the third paragraph.
9. 105.03 PLANS AND WORKING DRAWINGS, part (a) Contract Plans, is hereby still further modified by adding the phrase "in an accessible format" at the end of the third paragraph.
10. 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 "Project Manager" in the twenty-third row (beginning "641").
11. 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 ".".

12. 105.16 LOAD RESTRICTIONS, part (a) General, is hereby modified by being deleted in its entirety and replaced with the following:

(a) General. All Contractors, subcontractors, suppliers, or others involved in any project-related activities shall comply with all legal load restrictions specified in Title 23 VSA § 1392 in the hauling of equipment or material on public roads, including that beyond the limits of the project. The application for and possession of any hauling or related permit will not relieve the Contractor or others involved in any project-related activities of any liability that may arise due to any damage resulting from the use or moving of equipment, vehicles, or any other project-related activity.

13. 105.16 LOAD RESTRICTIONS, part (b) Limitations or Use of Equipment and Vehicles, is hereby modified by being deleted in its entirety and replaced with the following:

(b) Limitations on Use of Equipment and Vehicles. Use of equipment and vehicles is subject to the following:

(1) No vehicle or equipment exceeding the load restrictions cited in Title 23 VSA § 1392 will be permitted on any structure as defined by the Engineer.

(2) The operation of any equipment or vehicle of such mass (weight) or any other project-related equipment loaded so as to cause damage to structures, the roadway, or to any other type of active construction will not be permitted, regardless of the limits set forth in Title 23.

(3) Hauling or operation of said vehicles or equipment over any permanent course of any bituminous pavement or any structure during active construction will not be permitted.

(4) No loads of any category will be permitted on a concrete pavement or concrete structure prior to expiration of the curing period and until the concrete reaches its specified 28-day compressive strength.

(5) Notwithstanding those restrictions above, the Contractor shall be responsible for any and all damages incurred to any public roadway as defined in Title 23 due to the use of any equipment or vehicles related to project activities.

14. 105.26 OPENING, WASTE, BORROW, AND STAGING AREAS, part (f), is hereby corrected by deleting punctuation "." at the end of the paragraph.

SECTION 108 - PROSECUTION AND PROGRESS

15. 108.09 TEMPORARY SUSPENSION OF THE WORK, part (d) Seasonal Closure, is hereby modified by deleting the phrase "of the Engineer, and only under such conditions as specified therein" and replacing it with the phrase "from the Regional Construction Engineer".

16. 108.09 TEMPORARY SUSPENSION OF THE WORK, part (d) Seasonal Closure, is hereby further modified by adding the following:

Permission will only be granted for work which will result in a direct benefit to the State or the traveling public. Items which may be considered as a benefit include but are not limited to shorter Contract duration, a cost savings, increased safety for the traveling public, and an ability to ensure the quality of work. The Contractor shall request permission in writing, detailing what Contract items may be affected, a schedule of work, and the benefits to the State or traveling public.

17. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (8), is hereby modified by deleting the phrase ", delays in submittals, errors in submittals, and the Contractor's means and methods of construction".
18. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (9), is hereby modified by deleting the phrase ", including but not limited to the Contractor's means and methods of construction".
19. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (11), is hereby modified by being deleted in its entirety.
20. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (13), is hereby modified by adding the following as the first sentence:

Industry-wide material or supply shortages not reasonably anticipated by the Contractor at the time the Contract was entered.

21. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, subpart (13), is hereby further modified by changing the word "Delay" to the word "Delays" at the beginning of the first sentence.
22. 108.12 FAILURE TO COMPLETE WORK ON TIME, part (c) Liquidated Damages; General; Days Charged, is hereby modified by deleting the DAILY CHARGE FOR LIQUIDATED DAMAGES FOR EACH WORKING DAY OF DELAY table in its entirety and replacing it with a new table as follows:

DAILY CHARGE FOR LIQUIDATED DAMAGES
 FOR EACH WORKING DAY OF DELAY

Original Contract Amount		
From More Than (\$)	To And Including (\$)	Daily Charge Per Day of Delay (\$)
0	500,000	1,200.00
500,000	1,000,000	1,300.00
1,000,000	1,500,000	1,400.00
1,500,000	3,000,000	1,800.00
3,000,000	5,000,000	2,300.00
5,000,000	10,000,000	3,500.00
10,000,000	20,000,000	5,900.00
20,000,000+	-----	10,700.00

SECTION 109 - MEASUREMENT AND PAYMENT

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

SECTION 203 - EXCAVATION AND EMBANKMENTS

24. 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.

25. 203.01 DESCRIPTION, is hereby further modified by adding the following new part (1):

(1) 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.

26. 203.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

PVC Plastic Pipe.....710.06

27. 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.

28. 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).

29. 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.

30. 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.

31. 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.

32. 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.

33. 203.14 BASIS OF PAYMENT, is hereby corrected by adding a period at the end of the sixth paragraph.

34. 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:

<u>Pay Item</u>	<u>Pay Unit</u>
203.45 Test Borings	Meter (Linear Foot)

SECTION 310 - RECLAIMED STABILIZED BASE

35. 310.04 CONSTRUCTION, is hereby modified by deleting the phrase "or dust control" after the word "stabilizing" in the third paragraph.

36. 310.04 CONSTRUCTION, is hereby further modified by adding the following sentence to the third paragraph:

When a dust control agent is not exclusively specified on the Plans, water and/or Calcium Chloride shall be used as that agent to meet all requirements of this Section.

37. 310.10 BASIS OF PAYMENT, is hereby modified by adding the following as the fourth paragraph:

Calcium Chloride used for dust control after the reclamation will not be paid for directly, but will be considered incidental to the Reclaimed Stabilized Base item.

SECTION 406 - MARSHALL BITUMINOUS CONCRETE PAVEMENT

38. 406.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 406.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby modified by deleting footnote designation "(1)" after "Cold Feed Gradation" in the fourth row.
39. 406.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 406.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby further modified by adding the following as the fifth row:

Cold Feed % Fractured Face & Thin and Elongated Particles ⁽¹⁾	Day of initial paving and 1 per week ⁽⁴⁾	ASTM D5821 ASTM D4791
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40. 406.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 406.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby still further modified by deleting footnote 1 in its entirety and replacing it as follows:

1 - "Fractured faces" (for gravel sources only). "Thin and elongated" of particles retained on the No. 4 (4.75 mm) sieve and above.

41. 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.
42. 406.05 BITUMINOUS MIXING PLANT AND TESTING, part (a) Requirements for All Plants, subpart (12) Testing Facilities, is hereby modified by adding the following as the fourth paragraph:

The laboratory shall be equipped with a monitoring system readout that provides real-time access to active Agency project(s) production status. The system shall accumulate and provide the following information via digital display: Project name and number, truck number, ticket number, product description, and accumulated project daily quantity and load quantity accurate to the nearest metric ton (ton). The display shall be continually updated by the plant's recording system. Waivers may be considered for plants with production capacities not capable of exceeding 150 metric tons (tons) per hour.

43. 406.16 SURFACE TOLERANCE, is hereby modified by adding the phrase "with the exception of all limited access highway on and off ramps," after the phrase "miscellaneous mix" in the second (last) sentence of the sixth (last) paragraph.

SECTION 490 - SUPERPAVE BITUMINOUS CONCRETE PAVEMENT

44. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby modified by deleting the fourth row (for "Dust Proportion") in its entirety and replacing it with the following:

Dust Proportion (Filler/Asphalt Ratio)	0.60 - 1.20 (Wet Sieve) (Dry Sieve for Production - Types IS and IIS: 0.50 - 1.20 Types IIIS, IVS, and VS: 0.50 - 1.00)
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45. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby further modified by deleting the sixth row (for "Voids in Mineral Aggregate") in its entirety and replacing it with the following:

Voids in Mineral Aggregate (VMA)%	12.5 min.	13.5 min.	14.5 min	15.5 min.	16.5 min.	17.5 min.
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46. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby still further modified by deleting the ninth row (for "Voids Filled With Asphalt") in its entirety.
47. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, TABLE 490.03B - DESIGN CRITERIA is hereby still further modified by deleting footnotes (3), (4), and (5) in their entirety.
48. 490.03 COMPOSITION OF MIXTURE, part (b) Design Criteria, is hereby modified by deleting the heading "Voids Filled With Asphalt (VFA)" and the equation $VFA = 100 \times ((VMA - V_a)/VMA)$ in the second paragraph.
49. 490.03 COMPOSITION OF MIXTURE, part (c) Mix Design, is hereby modified by deleting the phrase ", and a single percentage for VFA" in the first sentence of the third paragraph.
50. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03C - PRODUCTION TESTING TOLERANCES is hereby modified by deleting the seventh (last) row (for "VFA") in its entirety.
51. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03C - PRODUCTION TESTING TOLERANCES is hereby further modified by deleting footnote 2 in its entirety.
52. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby modified by deleting footnote designation "(1)" after "Cold Feed Gradation" in the fourth row.
53. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby further modified by adding the following as the fifth row:

Cold Feed % Fractured Face & Thin and Elongated Particles ⁽¹⁾	Day of initial paving and 1 per week ⁽⁴⁾	ASTM D5821 ASTM D4791
--	---	--------------------------

54. 490.03 COMPOSITION OF MIXTURE, part (d) Control of Mixtures, TABLE 490.03D - MINIMUM QUALITY CONTROL GUIDELINES, is hereby still further modified by deleting footnote 1 in its entirety and replacing it as follows:

1 - "Fractured faces" (for gravel sources only). "Thin and elongated" of particles retained on the No. 4 (4.75 mm) sieve and above.

55. 490.05 BITUMINOUS MIXING PLANT AND TESTING, part (a) Requirements for All Plants, subpart (12) Testing Facilities, is hereby modified by adding the following as the third paragraph:

The laboratory shall be equipped with a monitoring system readout that provides real-time access to active Agency project(s) production status. The system shall accumulate and provide the following information via digital display: Project name and number, truck number, ticket number, product description, and accumulated project daily quantity and load quantity accurate to the nearest metric ton (ton). The display shall be continually updated by the plant's recording system. Waivers may be considered for plants with production capacities not capable of exceeding 150 metric tons (tons) per hour.

56. 490.14 COMPACTION, part (c) Coring Protocol, is hereby corrected by deleting text "0" and replacing it with text ")" in the first sentence of the seventh paragraph.
57. 490.16 SURFACE TOLERANCE, is hereby modified by adding the phrase ", with the exception of all limited access highway on and off ramps," after the phrase "miscellaneous mix" in the second (last) sentence of the sixth (last) paragraph.

SECTION 501 - HPC STRUCTURAL CONCRETE

58. 501.03 CLASSIFICATION AND PROPORTIONING, TABLE 501.03A (Metric), is hereby modified by deleting the fourth column (with header "Max. Slump (mm)") in its entirety and replacing it with the following:

Max. ⁷ Slump (mm)

N/A

59. 501.03 CLASSIFICATION AND PROPORTIONING, TABLE 501.03A (Metric), is hereby further modified by adding the following footnote:

⁷ The mix shall not exhibit segregation at the slump/spread used at placement. If the Engineer suspects there is segregation, the Engineer will require a slump/spread test be performed by the Contractor to visually observe the characteristics of the mix. If in the opinion of the Engineer the mix does exhibit segregation, the load will be rejected and subsequent load(s) shall be tested, at a minimum of 3 loads or until the problem is corrected.

If the Contractor needs a concrete with a slump greater than 200 mm, the Contractor shall propose to the Engineer to use an SCC mix, which shall be submitted to the Engineer for review and acceptance.

60. 501.03 CLASSIFICATION AND PROPORTIONING, TABLE 501.03A (English), is hereby modified by deleting the fourth column (with header "Max. Slump (in)") in its entirety and replacing it with the following:

Max. ⁷ Slump (mm)

N/A

61. 501.03 CLASSIFICATION AND PROPORTIONING, TABLE 501.03A (English), is hereby corrected by deleting text "700 mm" and replacing it with text "28 inches" in footnote 4.

62. 501.03 CLASSIFICATION AND PROPORTIONING, TABLE 501.03A (English), is hereby further modified by adding the following footnote:

⁷ The mix shall not exhibit segregation at the slump/spread used at placement. If the Engineer suspects there is segregation, the Engineer will require a slump/spread test be performed by the Contractor to visually observe the characteristics of the mix. If in the opinion of the Engineer the mix does exhibit segregation, the load will be rejected and subsequent load(s) shall be tested, at a minimum of 3 loads or until the problem is corrected.

If the Contractor needs a concrete with a slump greater than 8 inches, the Contractor shall propose to the Engineer to use an SCC mix, which shall be submitted to the Engineer for review and acceptance.

63. 501.03 CLASSIFICATION AND PROPORTIONING, ninth paragraph (beginning "A minimum of thirty (30)..."), is hereby corrected by deleting the phrase "1716 Barre-Montpelier Rd., Berlin, Vermont 05602" and replacing it with the phrase "2178 Airport Road Unit B, Berlin, Vermont 05641" in the second sentence.

64. 501.11 DEPOSITING CONCRETE UNDERWATER, part (a) General, subpart (1), is hereby corrected by deleting the phrase "1716 Barre-Montpelier Rd., Berlin, Vermont 05602" and replacing it with the phrase "2178 Airport Road Unit B, Berlin, Vermont 05641" in the second sentence of the second paragraph.

SECTION 505 - PILING

65. 505.09 BASIS OF PAYMENT, is hereby modified by adding the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
505.12 Steel Piling, HP 250 x 85 (HP 10 x 57)	Meter (Linear Foot)

SECTION 506 - STRUCTURAL STEEL

66. 506.19 BOLTING AND CONNECTIONS, part (c) Installation, is hereby modified by deleting the tenth paragraph (Beginning "Bolts shall be tightened...") in its entirety and replacing it with the following:
- Bolts shall be tightened to develop a tension not less than 5 percent in excess of the minimum bolt tension specified in Table 506.19A. Bolts shall not be tightened to more than the maximum tension specified in Table 506.19A.
67. 506.19 BOLTING AND CONNECTIONS, part (c) Installation, is hereby further modified by deleting subparts (1) Calibrated Wrench Method, (2) Turn of the Nut Method, and (3) Torque Method in their entirety.
68. 506.19 BOLTING AND CONNECTIONS, part (c) Installation, subpart (4) Tension Control Assembly Method, is hereby modified by being re-designated as part (1).
69. 506.19 BOLTING AND CONNECTIONS, part (c) Installation, subpart (5) Direct Tension Indicator Method, is hereby modified by being re-designated as part (2).
70. 506.19 BOLTING AND CONNECTIONS, part (c) Installation, is hereby still further modified by deleting TABLE 506.19B (including associated paragraphs) in its entirety.
71. 506.19 BOLTING AND CONNECTIONS, part (d) Acceptance of Bolt Tensioning, is hereby modified by deleting the second and third sentences of the first paragraph.
72. 506.19 BOLTING AND CONNECTIONS, part (d) Acceptance of Bolt Tensioning, is hereby further modified by deleting the fourth, fifth, ninth, eleventh, and twelfth paragraphs in their entirety.

SECTION 507 - REINFORCING STEEL

73. 507.01 DESCRIPTION, is hereby modified by adding the phrase "of the level specified" after the phrase "bar reinforcement".
74. 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.

75. 507.02 MATERIALS, is hereby modified by deleting the sixth (final) entry in the Subsection listing.
76. 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.
77. 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.
78. 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.

79. 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.
80. 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.
81. 507.04 PROTECTION OF MATERIAL, is hereby still further modified by adding the following paragraph:

Ends of Level II reinforcing steel where the mild steel is exposed shall be repaired in the following manner:

- (a) Cut ends of dual-coated reinforcing steel shall be coated with a two-part epoxy patching material as specified by the coating manufacturer. The materials and procedures shall be approved by the Engineer prior to the repairs being performed.
- (b) Cut ends of stainless clad reinforcing steel shall be epoxied and capped in accordance with the manufacturer's recommendations with either stainless steel caps or plastic caps. Caps shall be sealed to prevent the intrusion of moisture.
82. 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 plastic. 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.

83. 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.

84. 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..").
85. 507.11 BASIS OF PAYMENT, is hereby modified by deleting the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
507.15 Reinforcing Steel	Kilogram (Pound)
507.17 Epoxy Coated Reinforcing Steel	Kilogram (Pound)
507.18 Galvanized Reinforcing Steel	Kilogram (Pound)

86. 507.11 BASIS OF PAYMENT, is hereby further modified by adding the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
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 509 - LONGITUDINAL DECK GROOVING

87. 509.03 CONSTRUCTION DETAILS, is hereby modified by deleting the last line of the second paragraph (beginning "Depth: 4 mm..") and replacing it with the following:

Depth: 6 mm (± 2 mm) ((1/4") ($\pm 1/16$ "))

SECTION 510 - PRESTRESSED CONCRETE

88. 510.12 INSTALLATION, part (a) Prestressed Concrete, subpart (2) Initial Post-tensioning, is hereby modified by deleting the first sentence in its entirety.

SECTION 516 - EXPANSION DEVICES

89. 516.01 DESCRIPTION, is hereby modified by adding the phrase ", or partially removing and modifying," after the word "installing".
90. 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.

91. 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.

92. 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:

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

SECTION 525 - BRIDGE RAILINGS

93. 525.02 MATERIALS, is hereby modified by adding the following as the third entry in the Subsection listing:

Structural Steel.....714.02

94. 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.

95. 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.

96. 525.08 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

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

SECTION 531 - BRIDGE BEARING DEVICES

97. 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

98. 540.02 MATERIALS, is hereby modified by deleting the fourteenth entry (beginning “Coated Bar Reinforcement...”) in the Subsection listing.
99. 540.02 MATERIALS, is hereby further modified by adding the following as the twenty-ninth entry in the Subsection listing:

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

100. 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.
101. 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.

102. 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

103. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric), is hereby modified by deleting footnote designation “*” in the first and fourth entries of the third row (for “Class A” concrete).
104. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric), is hereby further modified by deleting footnote “*” and associated text (beginning “* When this class of concrete...”).

105. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric), is hereby still further modified by deleting the fourth (with header "Range in Slump (mm)") and fifth (with header "Air Cont. (%)") columns in their entirety and replacing them with the following:

Range* in Slump (mm)	Air Content (%)
---	7.0 ± 1.5
---	7.0 ± 1.5
---	7.0 ± 1.5
---	5.5 ± 1.5
---	5.5 ± 1.5
---	7.0 ± 1.5

106. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric), is hereby still further modified by adding the following footnote:

* The mix shall not exhibit segregation at the slump/spread used at placement. If the Engineer suspects there is segregation, the Engineer will require a slump/spread test be performed by the Contractor to visually observe the characteristics of the mix. If in the opinion of the Engineer the mix does exhibit segregation, the load will be rejected and subsequent load(s) shall be tested, at a minimum of 3 loads or until the problem is corrected.

If the Contractor needs a concrete with a slump greater than 200 mm, the Contractor shall propose to the Engineer to use an SCC mix, which shall be submitted to the Engineer for review and acceptance.

107. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (Metric) is hereby still further modified by adding the following as the eighth (bottom) row with the included footnotes:

Controlled Density (Flowable) Fill	To be designed ***	To be designed ****	To be designed *****	10 min.	704.01 (Fine Aggregate)	0.85 max. *****	---
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*** A mineral admixture may be used to replace a portion of the cement.

**** The minimum amount of water shall be used to produce the desirable flow for the intended use without showing segregation.

***** The slump (flowability) shall be such that material is able to completely fill the voids or area as needed without segregation.

*****A minimum of 3 cylinders per test age required to constitute a test. If average strength at 28 days exceeds 115% of max. strength, then payment for Contract item 541.45 will be 85% of the Contract bid price.

108. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English), is hereby modified by deleting footnote designation "*" in the first and fourth entries of the third row (for "Class A" concrete).
109. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English), is hereby further modified by deleting footnote "*" and associated text (beginning "* When this class of concrete...").
110. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English), is hereby still further modified by deleting the fourth (with header "Range in Slump (in.)") and fifth (with header "Air Cont. (%)") columns in their entirety and replacing them with the following:

Range* in Slump (mm)	Air Content (%)
---	7.0 ± 1.5
---	7.0 ± 1.5
---	7.0 ± 1.5
---	5.5 ± 1.5
---	5.5 ± 1.5
---	7.0 ± 1.5

111. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English), is hereby still further modified by adding the following footnote:

* The mix shall not exhibit segregation at the slump/spread used at placement. If the Engineer suspects there is segregation, the Engineer will require a slump/spread test be performed by the Contractor to visually observe the characteristics of the mix. If in the opinion of the Engineer the mix does exhibit segregation, the load will be rejected and subsequent load(s) shall be tested, at a minimum of 3 loads or until the problem is corrected.

If the Contractor needs a concrete with a slump greater than 8 inches, the Contractor shall propose to the Engineer to use an SCC mix, which shall be submitted to the Engineer for review and acceptance.

112. 541.03 CLASSIFICATION AND PROPORTIONING, TABLE 541.03A (English) is hereby modified by adding the following as the eighth (bottom) row with the included footnotes:

Controlled Density (Flowable) Fill	To be designed ***	To be designed ****	To be designed *****	10 min.	704.01 (Fine Aggregate)	125 max. *****	---
---	--------------------------	---------------------------	----------------------------	------------	-------------------------------	----------------------	-----

- *** A mineral admixture may be used to replace a portion of the cement.
- **** The minimum amount of water shall be used to produce the desirable flow for the intended use without showing segregation.
- ***** The slump (flowability) shall be such that material is able to completely fill the voids or area as needed without segregation.
- *****A minimum of 3 cylinders per test age required to constitute a test. If average strength at 28 days exceeds 115% of max. strength, then payment for Contract item 541.45 will be 85% of the Contract bid price.

113. 541.10 PLACING CONCRETE, part (c) Placement Limitations, is hereby modified by adding the following paragraphs:

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.

If voids are discovered, the Engineer may direct the Contractor to submit a plan for filling the remaining voids. This work, including preparing and submitting the plan and filling any remaining voids, will be at the Contractor's expense.

114. 541.11 DEPOSITING CONCRETE UNDERWATER, part (a) General, subpart (1), is hereby corrected by deleting the phrase "1716 Barre-Montpelier Rd., Berlin, Vermont 05602" and replacing it with the phrase "2178 Airport Road Unit B, Berlin, Vermont 05641" in the second sentence of the second paragraph.

115. 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.

116. 541.20 BASIS OF PAYMENT, is hereby modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
541.45 Controlled Density (Flowable) Fill	Cubic Meter (Cubic Yard)

SECTION 580 - STRUCTURAL CONCRETE REPAIR

117. 580.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

Polymer Concrete Repair Material.....780.05

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

124. 580.09 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
580.21 Polymer Concrete Repair Material	Cubic Meter (Cubic Yard)

SECTION 601 - CULVERTS AND STORM DRAINS

125. 601.02 MATERIALS, is hereby modified by adding the following as the sixth entry in the Subsection listing:

Corrugated Polypropylene Pipe.....710.07

126. 601.07 JOINING PIPE, is hereby modified by adding the following new part (d) as follows:

(d) Corrugated Polypropylene Pipe. Corrugated Polypropylene pipe shall be joined by a system designed and approved by the pipe manufacturer. Couplings and fittings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints.

127. 601.11 BASIS OF PAYMENT, is hereby modified by changing the end of the pay item number range for CPEP Elbow from 601.5999 to 601.5899.

128. 601.11 BASIS OF PAYMENT, is hereby further modified by adding the following pay items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
601.2800 to 601.2999 CPPP(SL)	Meter (Linear Foot)
601.5900 to 601.5999 CPPP Elbow	Each
601.7100 to 601.7199 CPPPES	Each

SECTION 608 - EQUIPMENT RENTAL

129. 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.

130. 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.

131. 608.04 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

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

SECTION 613 - STONE FILL, RIPRAP, AND SLOPE PAVING

132. 613.02 MATERIALS, is hereby modified by adding the following to the Subsection listing:

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

133. 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.

134. 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.

135. 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.

136. 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.

137. 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.

138. 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.

139. 613.06 BASIS OF PAYMENT, is hereby still further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
613.25 Gabion Wall	Cubic Meter (Cubic Yard)

SECTION 616 - CURBS AND GUTTERS

140. 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.

141. 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).

142. 616.14 METHOD OF MEASUREMENT, is hereby corrected by changing the word "portland" to "Portland" in the fifth (last) paragraph.

143. 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.

144. 616.15 BASIS OF PAYMENT, is hereby corrected by changing the word "portland" to "Portland" in the fourth paragraph.

145. 616.15 BASIS OF PAYMENT, is hereby further modified by adding the following pay item:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
616.225 Repointing Granite Bridge Curb	Liter (Gallon)

SECTION 621 - TRAFFIC BARRIERS

146. 621.01 DESCRIPTION, is hereby modified by adding the phrase "repairing," after the phrase "removing,".

147. 621.02 MATERIALS, is hereby modified by adding the following as the fifth entry in the Subsection listing:

Wire Rope or Cable.....713.03

148. 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.

149. 621.13 REPLACEMENT, ADJUSTMENT, REMOVAL, AND DISPOSAL OF GURADRAIL OR GUIDE POSTS, is hereby further modified by deleting the first sentence of the second paragraph in its entirety and replacing it with the following:

Those sections in which height over an extensive portion of the section is greater than 760 mm (30 inches) or less than 675 mm (26 ½ inches) shall be adjusted to a nominal height of 735 mm ±25 mm (29 inches ± 1 inch).

150. 621.13 REPLACEMENT, ADJUSTMENT, REMOVAL, AND DISPOSAL OF GUARDRAIL OR GUIDE POSTS, is hereby still 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.

151. 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.

152. 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.

153. 621.14 METHOD OF MEASUREMENT, is hereby further modified by adding the following as the sixth 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.

154. 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.

155. 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 seventh paragraph.

156. 621.15 BASIS OF PAYMENT, is hereby still further modified by adding the following pay items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
621.173 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 630 - UNIFORMED TRAFFIC OFFICERS AND FLAGGERS

157. 630.03 CLOTHING AND EQUIPMENT, part (b) For Flaggers, subpart (1), is hereby modified by replacing the phrase "ANSI 107-1999" with the phrase "ANSI 107-2004" in the first sentence.
158. 630.03 CLOTHING AND EQUIPMENT, part (d) For All Traffic Control Personnel, subpart (2), is hereby modified by deleting the word "The" and replacing it with the phrase "When deemed necessary by the Engineer, or when noted in the Plans, the" at the beginning of the first sentence.

SECTION 641 - TRAFFIC CONTROL

159. 641.02 GENERAL CONSTRUCTION REQUIREMENTS, is hereby modified by adding the phrase "implement that plan or" after the phrase "the Contractor may" in the first sentence of the fourth paragraph.

160. 641.02 GENERAL CONSTRUCTION REQUIREMENTS, is hereby further modified by adding the following as the second sentence of the fourth paragraph:

When the Contractor will implement an Agency-designed traffic control plan, written certification shall be submitted to the Engineer indicating that traffic control will be performed in accordance with the Agency design.

161. 641.02 GENERAL CONSTRUCTION REQUIREMENTS, is hereby still further modified by changing the word "This" to the word "An" in the second sentence of the fourth paragraph.

162. 641.02 GENERAL CONSTRUCTION REQUIREMENTS, is hereby still further modified by adding the following paragraph:

When the Contract Documents specify that a site-specific traffic control plan be submitted by the Contractor, Construction Drawings shall be submitted in accordance with Section 105. The submitted site-specific plan shall include, for each phase of construction requiring a significant change in temporary traffic control, a narrative description of the proposed temporary traffic control for each phase (including pedestrian accommodations where appropriate) and the major work activities to be completed in each phase; and a layout for each phase of construction showing existing lane configurations, existing traffic control devices (signs, signals, and pavement markings), driveways, ramps, and highway intersections, and the location of all proposed temporary traffic control devices, flaggers, and UTO's. All pertinent dimensions, such as taper lengths, sign spacing, temporary lane widths, and distance(s) from existing traffic control devices shall be labeled.

163. 641.03 TRAFFIC CONTROL DEVICES, is hereby modified by deleting the phrase "have three (3) lines of eight (8) characters per line and conform to Section 6F.55 of the MUTCD" and replacing it with the phrase "be used with a maximum of two phases, each consisting of a maximum of 3 lines of 8 characters" in the sixth paragraph.

164. 641.03 TRAFFIC CONTROL DEVICES, is hereby further modified by deleting the phrase "requirements in Section 6F.56 of" and replacing it with the phrase "Portable Arrow Board requirements in" in the seventh paragraph.

SECTION 646 - RETROREFLECTIVE PAVEMENT MARKINGS

165. 646.02 MATERIALS, is hereby modified by deleting the Subsection listing in its entirety and replacing it with the following:

Polyurea Pavement Markings.....	708.08 (a)
Low VOC Chlorinated Rubber Traffic Paint.....	708.08 (b)
Low VOC Acetone Based Traffic Paint.....	708.08 (b)
Epoxy Paint.....	708.08 (c)
Waterborne Traffic Paint.....	708.08 (d)
Methyl-methacrylate Paint.....	708.08 (e)
Glass Beads.....	708.09 (a)
Premium Optics.....	708.09 (b)
Wet Recoverable and Wet Reflective Optics.....	708.09 (c)
Thermoplastic Pavement Markings, Type A.....	708.10 (a)
Thermoplastic Pavement Markings, Type B.....	708.10 (b)
Raised Pavement Markers, Type I.....	708.11
Pavement Marking Tape, Type A.....	708.12 (a)
Pavement Marking Tape, Type B.....	708.12 (b)
Pavement Marking Tape, Type C.....	708.12 (c)
Pavement Marking Tape, Type D.....	708.12 (d)
Line Striping Targets.....	708.13 (a)
Raised Pavement Markers, Type II.....	708.13 (b)
Temporary Pavement Marking Tape.....	708.13 (c)
Pavement Marking Mask.....	708.13 (d)

166. 646.04 APPLICATION OF MARKINGS, GENERAL, part (a) Placement of Markings, is hereby modified by deleting the first paragraph in its entirety.
167. 646.04 APPLICATION OF MARKINGS, GENERAL, part (a) Placement of Markings, is hereby further modified by deleting the seventh paragraph in its entirety.
168. 646.04 APPLICATION OF MARKINGS, GENERAL, part (a) Placement of Markings, is hereby still further modified by deleting the word "interim" and replacing it with the phrase "permanent or temporary" in the first sentence of the eighth paragraph.
169. 646.04 APPLICATION OF MARKINGS, GENERAL, part (a) Placement of Markings, is hereby still further modified by adding the phrase "edgeline," after the phrase "centerlines," in the first sentence of the eighth paragraph.
170. 646.04 APPLICATION OF MARKINGS, GENERAL, part (a) Placement of Markings, is hereby still further modified by deleting the ninth paragraph in its entirety.

171. 646.04 APPLICATION OF MARKINGS, GENERAL, part (c) Weather Limitations, subpart (2), is hereby modified by being deleted in its entirety and replaced as follows:
- (2) At the time of application of durable pavement markings, the pavement surface and ambient air temperatures shall be as per the manufacturer's published specified application temperatures, and the dew point shall be 5°F or more below the ambient air temperature. If the manufacturer's published recommendations are unavailable, the pavement surface and ambient air temperatures shall be a minimum of 10°C (50°F).
172. 646.04 APPLICATION OF MARKINGS, GENERAL, part (c) Weather Limitations, subpart (3), is hereby modified by being the word "October" and replacing it with the word "November".
173. 646.04 APPLICATION OF MARKINGS, GENERAL, part (d) Layout and Control, subpart (1) Centerline Markings, is hereby modified by deleting the number "100" and replacing it with the phrase "the same width as the lines" in the fourth sentence of the first paragraph.
174. 646.04 APPLICATION OF MARKINGS, GENERAL, part (d) Layout and Control, subpart (1) Centerline Markings, is hereby further modified by deleting the second (last) paragraph in its entirety.
175. 646.04 APPLICATION OF MARKINGS, GENERAL, part (d) Layout and Control, subpart (2) Edgeline Markings, is hereby modified by deleting the second (last) paragraph in its entirety.
176. 646.04 APPLICATION OF MARKINGS, GENERAL, part (d) Layout and Control, subpart (3) Dotted Line, is hereby modified by deleting the second (last) paragraph in its entirety.
177. 646.06 PAINT PAVEMENT MARKINGS, is hereby modified by being re-named WATERBORNE AND LOW VOC CHLORINATED RUBBER AND ACETONE BASED PAINT PAVEMENT MARKINGS.
178. 646.06 WATERBORNE AND LOW VOC CHLORINATED RUBBER AND ACETONE BASED PAINT PAVEMENT MARKINGS, is hereby modified by changing the word "Retroreflective" to "Retroreflective" in the first sentence of the first paragraph.
179. 646.06 WATERBORNE AND LOW VOC CHLORINATED RUBBER AND ACETONE BASED PAINT PAVEMENT MARKINGS, is hereby further modified by deleting the phrase "shall have a dry film thickness of 380 ±25 µm (15 ±1 mil) for paint, unless otherwise specified, and" in the third (last) sentence of the first paragraph.

180. 646.06 WATERBORNE AND LOW VOC CHLORINATED RUBBER AND ACETONE BASED PAINT PAVEMENT MARKINGS, is hereby still further modified by adding the following as the third paragraph:

The markings shall be applied at a rate to create a uniform wet film thickness of 558.8 μm (22 mils) with an allowable range of $\pm 50.8 \mu\text{m}$ (± 2 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 1.7 square meters per liter (70 square feet per gallon) with glass beads applied at a rate of 960 grams per liter (8.0 lb per gallon) of paint. The Contractor shall provide the Engineer and the Materials Section with the optic drop on rates of all optic materials and daily binder application rates.

181. 646.06 WATERBORNE AND LOW VOC CHLORINATED RUBBER AND ACETONE BASED PAINT PAVEMENT MARKINGS, is hereby still further modified by deleting the fourth and fifth (last) paragraphs in their entirety.

182. 646.07 DURABLE PAVEMENT MARKINGS, is hereby modified by adding the following as the third sentence of the first paragraph:

Durable pavement markings shall be installed within two weeks of the placement of the wearing course.

183. 646.07 DURABLE PAVEMENT MARKINGS, is hereby further modified by changing punctuation at the end of the third sentence of the first paragraph from ":" to ".".

184. 646.07 DURABLE PAVEMENT MARKINGS, is hereby still further modified by adding the following at the end of the first paragraph:

The Contractor shall select optics that conform with Subsections 708.09(a), 708.09(b), and 708.09(c). The Contractor shall provide the Engineer and the Materials Section with the daily optic drop on rates of all optic materials and daily binder application rates. The Contractor shall perform all quality control activities and provide to the Engineer on a daily basis all retroreflectivity measurements collected. The Agency will perform all acceptance testing activities. The Engineer will select an evaluation section(s) for the purpose of collecting pavement marking retroreflectivity measurements. Retroreflectivity measurements shall be performed in accordance with ASTM D7585, as modified by Table 646.07A.

TABLE 646.07A - EVALUATION SECTION CRITERIA

PAVEMENT MARKING TYPE	EVALUATION SECTION(S) REQUIRED*	EVALUATION SECTION LENGTH m (feet)	MEASUREMENTS REQUIRED
Long Lines	1 per 3.2 km (2 miles)	120 (400)	20
Dashed Lines	1 per 3.2 km (2 miles)	120 (400)	20 (2 per dashed line)

*Projects less than 3.2 km (2 miles) in length shall have a minimum of one (1) evaluation section.

Each spot measurement for all yellow centerline retroreflectivity shall be performed in both directions at each spot location and averaged for acceptance. For long lines and dashed lines, if the average retroreflectivity as determined in accordance with ASTM D7585 fails to meet the minimum retroreflectivity requirements, or if 25% of the individual tests fail to meet the minimum retroreflectivity requirements, the entire length represented by the evaluation section shall be re-marked and re-tested until in compliance, at no additional cost to the Agency.

185. 646.07 DURABLE PAVEMENT MARKINGS, part (a) Pavement Marking Tape, Type I, is hereby modified by being deleted in its entirety and replaced as follows:

- (a) Pavement Marking Tape, Type A. Type A tape for pavement markings is classified as high performance or high durable, and non-removable. Type A tape shall conform to the requirements of Subsection 708.12(a).

Type A tapes, when used as a final durable marking, shall be applied only by being inlaid in the bituminous pavement during the rolling operation or in a recess as defined in Subsection 646.09, and shall be applied in accordance with the manufacturer's requirements. Initial dry retroreflectivity minimums shall be 300 mcld/lx/m² for yellow markings and 400 mcld/lx/m² for white markings.

186. 646.07 DURABLE PAVEMENT MARKINGS, part (b) Epoxy Paint, is hereby modified by being re-designated as part (e).

187. 646.07 DURABLE PAVEMENT MARKINGS, part (c) Thermoplastic, is hereby modified by being re-designated as part (f) Extruded Thermoplastic.

188. 646.07 DURABLE PAVEMENT MARKINGS, part (d) Polyurea Paint, is hereby modified by being re-designated as part (h).

189. 646.07 DURABLE PAVEMENT MARKINGS, part (e) Methyl-methacrylate Paint, is hereby modified by being re-designated as part (i).

190. 646.07 DURABLE PAVEMENT MARKINGS, is hereby further modified by adding the following new parts (b), (c), and (d):

- (b) Pavement Marking Tape, Type B. Type B tape for pavement markings is classified as non-removable, used in long line applications. Type B tape shall conform to the requirements of Subsection 708.12(b).

Type B tapes, when used as a final durable marking, shall be applied only by being inlaid in the bituminous pavement during the rolling operation or in a recess as defined in Subsection 646.09, and shall be applied in accordance with the manufacturer's requirements. Initial dry retroreflectivity minimums shall be 300 mcld/lx/m² for yellow markings and 400 mcld/lx/m² for white markings.

- (c) Pavement Marking Tape, Type C. Type C tape for pavement markings is classified as non-removable, used in intersection applications. Type C tape shall conform to the requirements of Subsection 708.12(c).

Type C tapes, when used as a final durable marking, shall be applied only by being inlaid in the bituminous pavement during the rolling operation or in a recess as defined in Subsection 646.09, and shall be applied in accordance with the manufacturer's requirements.

- (d) Pavement Marking Tape, Type D. Type D tape for pavement markings is classified as non-removable, used for symbols and legends applications. Type D tape shall conform to the requirements of Subsection 708.12(d).

Type D tapes, when used as a final durable marking, shall be applied only by being inlaid in the bituminous pavement during the rolling operation or in a recess as defined in Subsection 646.09, and shall be applied in accordance with the manufacturer's requirements. Initial dry retroreflectivity minimums shall be 300 mcld/lx/m² for yellow markings and 400 mcld/lx/m² for white markings.

191. 646.07 DURABLE PAVEMENT MARKINGS, part (e) Epoxy Paint, is hereby modified by deleting the fifth (last) sentence in its entirety.

192. 646.07 DURABLE PAVEMENT MARKINGS, part (e) Epoxy Paint, is hereby further modified by adding the following sentences:

Epoxy paint shall be applied at a rate to create a uniform wet film in place thickness of 558.8 µm (22 mils) with an allowable range of ±50.8 µm (±2 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 1.7 square meters per liter (70 square feet per gallon). Initial dry retroreflectivity minimums shall be 300 mcld/lx/m² for yellow markings and 400 mcld/lx/m² for white markings.

193. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, is hereby modified by replacing the phrase "708.10" with the phrase "708.10(a)" at the end of the first paragraph.

194. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, is hereby further modified by adding the following as the third paragraph:

Thermoplastic markings shall be applied at a rate to create a uniform hot film in place thickness of 2667 µm (105 mils) with an allowable range of ± 127 µm (±5 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 0.36 square meters per liter (15 square feet per gallon).

195. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (1) Thermoplastic Application Equipment, a. Mobile Applicator Equipment, is hereby modified by deleting the phrase ", between 2.4 and 2.5 mm (96 and 100 mils) thick" and replacing it with the phrase "with a uniform hot film in place thickness of 2667 µm (105 mils), with an allowable range of ± 127 µm (±5 mils)" in the second sentence of the second paragraph.

196. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (1) Thermoplastic Application Equipment, b. Portable Applicator Equipment, is hereby modified by deleting the phrase "between 2 and 2.5 mm (80 and 100 mils) thick" and replacing it with the phrase "with a uniform hot film in place thickness of 2667 µm (105 mils) with an allowable range of ± 127 µm (±5 mils)" in the fourth sentence.

197. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, b. Thermoplastic Composition, is hereby modified by replacing the phrase "708.10" with the phrase "708.10(a)".
198. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, d. Extruded Markings, is hereby modified by deleting the phrase "thickness between 2.4 and 2.5 mm (96 and 100 mils)" and replacing it with the phrase "uniform hot film in place thickness between 2.54 and 2.794 mm (100 and 110 mils)".
199. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, e. Beads, is hereby modified by being re-named Optics.
200. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, e. Optics, subpart 1., is hereby modified by adding the phrase "shall be" after the phrase "Type I".
201. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, e. Optics, subpart 1., is hereby further modified by adding the phrase "intermix of the" after the phrase "incorporated into the".
202. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, e. Optics, subpart 1., is hereby still further modified by deleting the numbers "28" and "30" and replacing them with the numbers "30" and "40", respectively.
203. 646.07 DURABLE PAVEMENT MARKINGS, part (f) Extruded Thermoplastic, subpart (2) Application Requirements, e. Optics, subpart 2., is hereby modified by being deleted in its entirety and replaced as follows:
 2. Initial dry retroreflectivity minimums shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings.
204. 646.07 DURABLE PAVEMENT MARKINGS, is hereby still further modified by adding the following new part (g):
 - (g) Preformed Thermoplastic. Approved preformed thermoplastic marking materials shall be one of the preformed thermoplastic markings listed on the Approved Products List on file with the Agency's Research and Development Section under Subsection 708.10(b).
205. 646.07 DURABLE PAVEMENT MARKINGS, part (h) Polyurea Paint, is hereby modified by deleting the second sentence in its entirety.

206. 646.07 DURABLE PAVEMENT MARKINGS, part (h) Polyurea Paint, is hereby further modified by adding the following sentences:

Polyurea paint shall be applied at a rate to create a uniform wet film in place thickness of 558.8 μm (22 mils) with an allowable range of ± 50.8 μm (± 2 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 1.7 square meters per liter (70 square feet per gallon). Initial dry retroreflectivity minimums for surface-applied polyurea shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings. Initial dry retroreflectivity minimums for recessed polyurea shall be 600 mcdl/lx/m² for yellow markings and 800 mcdl/lx/m² for white markings.

207. 646.07 DURABLE PAVEMENT MARKINGS, part (i) Methyl-methacrylate Paint, is hereby modified by deleting the second sentence in its entirety.

208. 646.07 DURABLE PAVEMENT MARKINGS, part (i) Methyl-methacrylate Paint, is hereby further modified by adding new subpart (1) as follows:

(1) Application Requirements.

- a. Spray Applied Markings. All spray applied markings shall be applied at a rate to create a uniform wet film in place thickness of 762 μm (30 mils) with an allowable range of ± 50.8 μm (± 2 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 1.4 square meters per liter (55 square feet per gallon). Initial dry retroreflectivity minimums for surface spray applied methyl-methacrylate shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings. Initial dry retroreflectivity minimums for recessed methyl-methacrylate shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings.
- b. Extruded Markings. All extruded markings shall be applied at a rate to create a uniform wet film in place thickness of 2286 μm (90 mils) with an allowable range of ± 127 μm (± 5 mils) unless otherwise specified in the Contract Documents. Minimum application rates are 0.45 square meters per liter (18.3 square feet per gallon). Initial dry retroreflectivity minimums shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings.
- c. Structured Markings. All structured markings shall be applied at a rate to create a uniform wet film in place thickness as per the manufacturer's recommendations unless otherwise specified in the Contract Documents. Initial dry retroreflectivity minimums shall be 300 mcdl/lx/m² for yellow markings and 400 mcdl/lx/m² for white markings.

209. 646.08 TEMPORARY PAVEMENT MARKINGS, is hereby modified by deleting the phrase "Type II" (first entry) and replacing it with the phrase "Temporary Pavement Marking" in the first sentence.

210. 646.08 TEMPORARY PAVEMENT MARKINGS, part (a) Pavement Marking Tape, Type II, is hereby modified by being re-named Temporary Pavement Marking Tape.

211. 646.08 TEMPORARY PAVEMENT MARKINGS, part (a) Temporary Pavement Marking Tape, is hereby modified by deleting the first sentence in its entirety and replacing it as follows:

This tape for pavement markings is classified as temporary and is removable.

212. 646.08 TEMPORARY PAVEMENT MARKINGS, part (a) Temporary Pavement Marking Tape, second sentence, is hereby modified by deleting the phrase "Type II" and replacing it with the word "The" and by deleting the phrase "Subsection 708.12(b)" and replacing it with the phrase "Subsection 708.13(c)".

213. 646.08 TEMPORARY PAVEMENT MARKINGS, part (b) Pavement Marking Mask, is hereby modified by deleting the phrase "Subsection 708.12(c)" and replacing it with the phrase "Subsection 708.13(d)" in the second sentence.

214. 646.08 TEMPORARY PAVEMENT MARKINGS, part (c) Raised Pavement Markers, Type II, is hereby modified by adding the following sentence to the second (last) paragraph:

They shall conform to the requirements of Subsection 708.13(b) and shall be installed in accordance with the manufacturer's requirements.

215. 646.08 TEMPORARY PAVEMENT MARKINGS, part (d) Line Striping Targets, is hereby modified by being deleted in its entirety and replaced as follows:

- (d) Line Striping Targets. Line striping targets are intended to be substitutes for pavement markings for not longer than 14 calendar days. Line striping targets shall be maintained and replaced as needed or as directed by the Engineer, until replaced by a temporary or permanent pavement marking.

Line striping targets of the color shown on the Plans or directed by the Engineer shall be installed as described below or as directed by the Engineer.

For solid longitudinal pavement markings, line striping targets shall be placed at 3 m (10 foot) intervals. For double centerline markings, line striping targets shall be paired. For dashed pavement markings, line striping targets shall be placed in groups of 3 spaced at 1.5 m (5 feet), with the groups separated by 10 m (30 foot) spaces, or as determined by the Engineer.

Line striping targets shall not be used to delineate passing zones on two lane non-divided highways.

Line striping targets shall conform to the requirements of Subsection 708.13(a) and shall be installed in accordance with the manufacturer's requirements.

216. 646.08 TEMPORARY PAVEMENT MARKINGS, is hereby further modified by deleting the first sentence of the last paragraph in its entirety and replacing it as follows:

Temporary markings on the wearing course of pavement that remain in place for fewer than fourteen calendar days shall be Temporary Pavement Marking Tape, Type II raised pavement markers, or line striping targets.

217. 646.08 TEMPORARY PAVEMENT MARKINGS, is hereby still further modified by deleting the word "seven" and replacing it with the word "fourteen" in the second (last) sentence of the last paragraph.

218. 646.09 OTHER RELATED MARKINGS, part (a) Pavement Marking Recess, is hereby modified by deleting the phrase "provided is 125% of the material marking thickness" and replacing it with the phrase "meets the requirements of Table 646.09A" in the first sentence.

219. 646.09 OTHER RELATED MARKINGS, part (a) Pavement Marking Recess, is hereby further modified by deleting the last sentence in its entirety.

220. 646.09 OTHER RELATED MARKINGS, part (a) Pavement Marking Recess, is hereby still further modified by adding the following paragraphs and Table:

The bottom of the recess shall have a smooth, flat finished surface. The use of gang stacked Diamond cutting blades is required for asphalt pavement surfaces. The spacers between blade cuts shall be such that there will be less than a 254 μ m (10 mil) rise in the finished groove between the blades.

Recesses shall be clean, dry, and free of laitance, oil, dirt, grease, paint, or other foreign contaminants prior to application of the pavement markings. The Contractor shall re-clean grooves, as necessary, prior to application of any primer or permanent markings. Depth plates shall be provided by the Contractor to assure that desired groove depth is achieved.

TABLE 646.09A - PAVEMENT MARKING RECESS DEPTH

MARKING MATERIAL	STANDARD GLASS BEAD RECESS DEPTH µm (mils)	PREMIUM OPTIC RECESS DEPTH µm (mils)
Permanent Waterborne Paint	762-1016 (30-40)	762-1016 (30-40)
Spray Applied Methyl-methacrylate	1016-1270 (40-50)	1778-2286 (70-90)
Extruded Methyl-methacrylate	2540-2794 (100-110)	2540-2794 (100-110)*
Structured Methyl-methacrylate	As recommended by manufacturer	As recommended by manufacturer*
Thermoplastic	2540-2794 (100-110)	2540-2794 (100-110)*
Polyurea	762-1270 (30-50)	1778-2286 (70-90)
Epoxy	762-1270 (30-50)	1778-2286 (70-90)
Permanent Tape	As recommended by manufacturer	As recommended by manufacturer
*Thermoplastic and Methyl-methacrylate with wet recoverable or wet reflective elements shall have a recess depth of 3048-3302 µm (120-130 mils).		

221. 646.14 BASIS OF PAYMENT, part (a) Paint Pavement Markings, is hereby modified by adding the following pay item ranges:

646.200 to 646.209	100 mm (4 inch) White Line	Meter (Linear Foot)
646.2110 to 646.2119	100 mm (4 inch) Yellow Line	Meter (Linear Foot)
646.2140 to 646.2149	150 mm (6 inch) White Line	Meter (Linear Foot)
646.2150 to 646.2159	150 mm (6 inch) Yellow Line	Meter (Linear Foot)
646.221 to 646.229	200 mm (8 inch) White Line	Meter (Linear Foot)
646.231 to 646.239	200 mm (8 inch) Yellow Line	Meter (Linear Foot)
646.241 to 646.249	300 mm (12 inch) White Line	Meter (Linear Foot)
646.251 to 646.259	300 mm (12 inch) Yellow Line	Meter (Linear Foot)
646.261 to 646.269	600 mm (24 inch) Stop Bar	Meter (Linear Foot)
646.300 to 646.309	Letter or Symbol	Each
646.311 to 646.319	Crosswalk Marking	Meter (Linear Foot)
646.321 to 646.329	Railroad Crossing Symbol	Each

SECTION 653 - EROSION PREVENTION AND SEDIMENT CONTROL MEASURES

222. 653.15 BIOTECHNICAL SLOPE PROTECTION, part (a) Erosion Logs, is hereby modified by being deleted in its entirety and replaced with the following:

- (a) Erosion Logs. Erosion logs shall be installed to intercept water flow and collect sediment and associated pollutants by settling and filtering. Erosion logs may be placed over bare or mulched soils or rolled erosion control products; around inlet and outlets; as check dams in unvegetated ditches, slope interrupters on steep slopes, and perimeter control; and along stream banks as a base for plantings. Some types of erosion logs (typically those with a heavier filtering medium such as compost) can be used in applications where underlying conditions are unsuitable (frozen ground, paved surfaces, sensitive plantings areas, etc.) for trenching.

Prior to placing erosion logs, the ground surface shall be properly graded and compacted and free of depressions or obstructions such as tree roots, protruding stones, or other foreign matter.

Erosion logs shall be installed in accordance with the manufacturer's installation guidelines, staking pattern guide, and details based upon the intended use on the construction site.

The Contractor shall remove accumulated sediment when it has reached 1/2 of the effective height of the log, or as directed by the Engineer. Alternatively, a new erosion log may be placed on top of and slightly behind the original one creating more sediment storage capacity. Erosion logs shall be maintained until disturbed area above the device has been permanently stabilized and construction activity has ceased.

When used as a temporary erosion prevention and sediment control measure, erosion logs may be cut open and left in place, but only if the fill material and netting are 100% biodegradable and the material is spread or graded flat so as to not cause concentration of future surface runoff.

SECTION 656 - PLANTING TREES, SHRUBS, AND VINES

223. 656.02 MATERIALS, is hereby modified by deleting the first entry in the Subsection listing (for "Barrier Fence") in its entirety.
224. 656.02 MATERIALS, is hereby further modified by adding the following as the second paragraph (directly below the Subsection listing):

Barrier Fence shall meet the requirements of Section 653.

SECTION 677 - OVERHEAD TRAFFIC SIGN SUPPORTS

225. 677.01 DESCRIPTION, is hereby modified by adding the phrase "and removing and disposing of existing overhead traffic sign supports," after the phrase "supports,".

226. 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.

227. 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.

228. 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:

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

SECTION 678 - TRAFFIC CONTROL SIGNALS

229. 678.01 DESCRIPTION, is hereby modified by adding the phrase ", and removing existing traffic control systems" after the word "system" in the first paragraph.
230. 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.
231. 678.07 - DETECTORS AND CONTROLLERS, is hereby corrected by deleting "maufacturer" and replacing it with the word "manufacturer" in the first sentence of the second (last) paragraph.
232. 678.11 INSTALLATION, sixteenth paragraph, part (a), is hereby modified by adding the following:

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

233. 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.

234. 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.

235. 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:

<u>Pay Item</u>	<u>Pay Unit</u>
678.45 Removal of Existing Traffic Control Signal System	Each

SECTION 700 GENERAL

236. 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 ".".

237. 700.02 MATERIALS CERTIFICATIONS, part (a) General, is hereby modified by deleting subpart (3) in its entirety.

238. 700.02 MATERIALS CERTIFICATIONS, part (a) General, is hereby further modified by adding the following as the seventh paragraph:

All certifications shall be forwarded to the Vermont Agency of Transportation Materials Section.

SECTION 702 - BITUMINOUS MATERIALS

239. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (a) Properties, is hereby modified by adding the abbreviation "(PGB)" after the word "binder" in the first sentence.

240. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (a) Properties, is hereby further modified by deleting the second sentence of the first paragraph in its entirety and replacing it with the following:

PGB shall be asphalt prepared solely by the refining of crude petroleum and shall meet the requirements of AASHTO M 320 from facilities compliant with AASHTO R 29 without the addition of modifiers.

241. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (a) Properties, is hereby still further modified by adding the following as the third and fourth (last) sentences of the second paragraph:

If additives are used for the modification of asphalt, preapproval is required. The addition of any material not normally obtained during the initial refining process shall constitute modified asphalt and shall be labeled appropriately.

242. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (a) Properties, is hereby still further modified by adding the following as the third (last) paragraph:

The performance graded binder shall be manufactured in accordance with the approved Quality Control Plan. The manufacturer shall remain in compliance with the plan, including all notifications, sampling, testing, and reporting requirements.

243. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (b) Pretest, is hereby modified by being re-designated as part (c).

244. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), part (c) Certification, is hereby modified by being re-designated as part (d).

245. 702.02 PERFORMANCE-GRADED ASPHALT BINDER (PREPARED FROM PETROLEUM), is hereby modified by adding the following new part (b):

(b) Effect of Approval. VTrans reserves its right to remove its approval of any PGB lot if, in the sole discretion of the Agency, such approval was based on a material non-disclosure by the PGB supplier.

SECTION 704 - AGGREGATES

246. 704.10 AGGREGATE FOR BITUMINOUS CONCRETE PAVEMENT, part (a) Aggregate for Marshall Bituminous Concrete Pavement, subpart (1) Grading, c. Recycled Asphalt Pavement (RAP), is hereby modified by deleting the word "four" and replacing it with the word "two" in the seventh sentence of the fifth paragraph.

247. 704.10 AGGREGATE FOR BITUMINOUS CONCRETE PAVEMENT, part (b) Aggregate for Superpave Bituminous Concrete Pavement, subpart (1) Grading, c. Recycled Asphalt Pavement (RAP), is hereby modified by deleting the word "four" and replacing it with the word "two" in the seventh sentence of the sixth paragraph.

SECTION 708 - PAINTS, STAINS, AND TRAFFIC MARKING MATERIALS

248. 708.01 GENERAL REQUIREMENTS, part (c) Sampling, Testing, and Certification, subpart (2) Testing, is hereby modified by adding the following:

All other materials may be required to be tested on a cold weather AASHTO National Transportation Product Evaluation Program (NTPEP) pavement marking test deck.

249. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, is hereby modified by adding the following as the first paragraph:

Ready-mixed Low VOC Chlorinated Rubber Traffic Paint shall consist of 100% chlorinated rubber type, fast drying traffic paint that shall contain properly formulated pigment and vehicle to give the desired results.

250. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (1) Materials, is hereby modified by adding the following new subpart d.:

- d. The paint shall contain a maximum of 0.005% w/w (50 ppm w/w) lead. The EPA Method 1311 (TCLP) extract of the paint shall not contain amounts of cadmium, mercury, hexavalent chromium, or other toxic heavy metals in excess of the limits specified in SW-846.

251. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (2) Composition, is hereby modified by deleting the phrase "and shall be a 100% acrylic binder" in the first sentence.

252. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (2) Composition, is hereby further modified by deleting the phrase "Table 708.08A" and replacing it with the phrase "the following:" in the second (last) sentence.

253. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (2) Composition, is hereby still further modified by deleting TABLE 708.08A in its entirety and replacing it with the following:

TABLE 708.08A - LOW VOC CHLORINATED RUBBER TRAFFIC PAINT COMPOSITION

PERFORMANCE CHARACTERISTIC	WHITE	YELLOW/BLUE/ GREEN
Pigment Content, % by Mass (Weight) (ASTM D3723)	55% min. 59% max.	55% min 59% max.
Vehicle Content, % by Mass (Weight)	38% min. 42% max.	38% min. 42% max.
VOC Content, Mass (Weight) per Unit Volume (ASTM D3960)	150 g/L (1.25 lb/gal) max.	150 g/L (1.25 lb/gal) max.
Lead Content, %	0.005% max.	0.005% max.
Yellow Pigment	N/A	Yellow #65 or #75
Titanium Dioxide, Rutile Type II, (ASTM D1394)	120 g/L (1.00 lb/gal) max.	25 g/L (0.21 lb/gal) max.
Total Non-Volatile Content, % by Mass (Weight) (ASTM D2369)	70.0% min.	69.0% min.
Density, (ASTM D1475)	1.50 ± 0.04 kg/L (12.5 ± 0.33) lb/gal	1.46 ± 0.04 kg/L (12.2 +/- 0.33 lb/gal)
Close Cup Flash Point (ASTM D 3278)	4°C (39 °F) min.	4°C (39°F) min.

TABLE 708.08B - LOW VOC ACETONE BASED TRAFFIC PAINT COMPOSITION

PERFORMANCE CHARACTERISTIC	WHITE	YELLOW/BLUE/ GREEN
Pigment Content, % by Mass (Weight) (ASTM D3723)	53% min. 57% max.	51% min 56% max.
Vehicle Content, % by Mass (Weight)	37% min. 42% max.	37% min. 42% max.
VOC Content, Mass (Weight) per Unit Volume (ASTM D3960)	150 g/L (1.25 lb/gal) max.	150 g/L (1.25 lb/gal) max.
Lead Content, %	0.005% max.	0.005% max.
Yellow Pigment	N/A	Yellow #65 or #75
Titanium Dioxide, Rutile Type II, (ASTM D1394)	120 g/L (1.00 lb/gal) max.	25 g/L (0.21 lb/gal) max.
Total Non-Volatile Content, % by Mass (Weight) (ASTM D2369)	70.0% min.	69.0% min.
Density, (ASTM D1475)	1.415 ± 0.04 kg/L (11.8 ± 0.33) lb/gal	1.367 ± 0.04 kg/L (11.4 +/- 0.33 lb/gal)
Close Cup Flash Point (ASTM D 3278)	-20°C (- 4°F) min.	-20°C (-4°F) min.

254. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (3) Laboratory Tests, subpart a. Viscosity, is hereby modified by being deleted in its entirety and replaced as follows:

a. Viscosity.

1. Chlorinated Rubber Traffic Paint. The paint viscosity shall not be less than 74 nor more than 90 Krebs units at 25°C (77°F) when tested according to ASTM D562.
2. Acetone Based Traffic Paint. The paint viscosity shall not be less than 70 nor more than 88 Krebs units at 25°C (77°F) when tested according to ASTM D562.

255. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (4) Sampling and Testing, subpart a. Sampling Size, is hereby modified by deleting the phrase "per batch of each type and color of traffic paint" and replacing it with the phrase "of each traffic paint per batch," in the first sentence.
256. 708.08 PAINT FOR PAVEMENT MARKINGS, part (b) Low VOC Traffic Paint, subpart (4) Sampling and Testing, subpart c. Sample Delivery, is hereby modified by deleting the first paragraph in its entirety and replacing it as follows:
- All samples shall be delivered to the Materials Engineer, Vermont Agency of Transportation, Materials Section, 2178 Airport Road Unit B, Berlin, Vermont 05641.
257. 708.08 PAINT FOR PAVEMENT MARKINGS, part (d) Waterborne Traffic Paint, subpart (3) Laboratory Tests, d. Drying Time (No Pick Up Time), is hereby modified by deleting the phrase "380 microns" and replacing it with the phrase "381 µm".
258. 708.08 PAINT FOR PAVEMENT MARKINGS, part (d) Waterborne Traffic Paint, subpart (3) Laboratory Tests, e. No Track Time (Field Test), is hereby modified by deleting the phrase "508 microns" and replacing it with the phrase "508 µm" in the second sentence.
259. 708.08 PAINT FOR PAVEMENT MARKINGS, part (d) Waterborne Traffic Paint, subpart (4) Sampling and Testing, c. Sample Delivery, is hereby corrected by deleting the phrase "1716 Barre-Montpelier Road, Berlin, VT 05602" and replacing it with the phrase "2178 Airport Road Unit B, Berlin, Vermont 05641" in the first paragraph.
260. 708.09 GLASS BEADS, is hereby modified by being re-named OPTICS.
261. 708.09 OPTICS, is hereby modified by adding new part (a) heading Glass Beads.
262. 708.09 OPTICS, part (a) Properties, is hereby modified by being re-designated as subpart (1) under part (a) heading Glass Beads.
263. 708.09 OPTICS, part (b) Certification, is hereby modified by being re-designated as subpart (2) under part (a) heading Glass Beads.
264. 708.09 OPTICS, is hereby further modified by adding the following new parts (b) and (c):
- (b) Premium Optics. Approved premium optics shall be one of the premium optics listed on the Approved Products List on file with the Agency's Research and Development Section.
- (c) Wet Recoverable and Wet Reflective Optics. Approved wet recoverable and wet reflective optics shall be one of the wet recoverable and wet reflective optics listed on the Approved Products List on file with the Agency's Research and Development Section.

265. 708.10 THERMOPLASTIC PAVEMENT MARKINGS, is hereby modified by being deleted in its entirety and replaced as follows:

708.10 THERMOPLASTIC PAVEMENT MARKINGS.

(a) Thermoplastic Pavement Markings, Type A. Type A Thermoplastic Pavement Markings shall be one of the Thermoplastic Pavement Markings on the Approved Products List on file with the Agency's Research and Development Section. These markings shall be used in long line applications or as specified in the Contract Documents. Thermoplastic composition shall comply with Table 708.10A.

TABLE 708.10A - THERMOPLASTIC PAVEMENT MARKING COMPOSITION
(by mass (weight))

Binder	18% Minimum
Filler	40% Maximum
Glass Beads	30 ±5-40%

(b) Thermoplastic Pavement Markings, Type B. Type B Thermoplastic Pavement Markings shall be one of the Preformed Thermoplastic Pavement Markings on the Approved Products List on file with the Agency's Research and Development Section. These markings shall be used in intersection applications for legends, stopbars, or symbols or as specified in the Contract Documents.

266. 708.11 RAISED PAVEMENT MARKERS, is hereby modified by being re-named RAISED PAVEMENT MARKERS, TYPE I.

267. 708.12 PAVEMENT MARKING TAPE, is hereby modified by deleting parts (a) Pavement Marking Tape, Type I, (b) Pavement Marking Tape, Type II, and (c) Pavement Marking Mask in their entirety and replacing them as follows:

(a) Pavement Marking Tape, Type A. Type A Pavement Marking Tape shall be one of the non-removable permanent pavement marking tapes on the Approved Products List on file with the Agency's Research and Development Section that exhibit high adhesion, high durability, and high retroreflectivity. These markings shall be used in high AADT locations in long line applications as specified in the Contract Documents.

(b) Pavement Marking Tape, Type B. Type B Pavement Marking Tape shall be one of the non-removable pavement marking tapes on the Approved Products List on file with the Agency's Research and Development Section. These markings shall be used in lower AADT locations in long line applications as specified in the Contract Documents.

(c) Pavement Marking Tape, Type C. Type C Pavement Marking Tape shall be one of the non-removable pavement marking tapes on the Approved Products List on file with the Agency's Research and Development Section. These markings shall be used at intersection locations only as specified in the Contract Documents.

268. 708.12 PAVEMENT MARKING TAPE, is hereby further modified by adding the following new part (d):

(d) Pavement Marking Tape, Type D. Type D Pavement Marking Tape for legends and symbols shall be one of the non-removable pavement marking tapes on the Approved Products List on file with the Agency's Research and Development Section. These markings shall be used for preformed traffic markings made of the same material as that of an approved permanent Type A, B, or C tape.

269. 708.13 PREFORMED TRAFFIC MARKINGS AND SYMBOLS, is hereby modified by being deleted in its entirety and replaced as follows:

708.13 TEMPORARY DELINEATION SYSTEMS.

(a) Line Striping Targets. Line Striping Targets shall be one of the Line Striping Targets on the Approved Products List on file with the Agency's Research and Development Section.

(b) Raised Pavement Markers, Type II. Acceptable Raised Pavement Markers shall be one of the Raised Pavement Markers on the Approved Products List on file with the Agency's Research and Development Section.

(c) Temporary Pavement Marking Tape. Pavement Marking Tape shall be one of the removable pavement marking tapes on the Approved Products List on file with the Agency's Research and Development Section.

(d) Pavement Marking Mask. Pavement Marking Mask shall be one of the Masking Marking Tapes on the Approved Products List on file with the Agency's Research and Development Section:

270. 708.14 LINE STRIPING TARGETS, is hereby modified by being deleted in its entirety.

SECTION 710 - CULVERTS, STROM DRAINS, AND SEWER PIPES, NONMETAL

271. 710.03 CORRUGATED POLYETHYLENE PIPE, is hereby modified by adding the following as the last sentence:

In order to maintain approval status, polyethylene pipe manufacturers must participate in, and maintain compliance with, the AASHTO National Transportation Product Evaluation Program (NTPEP), which audits producers of the pipe.

272. 710.07 CORRUGATED POLYPROPYLENE PIPE, is hereby made a new Subsection of the Standard Specifications as follows:

273. 710.07 CORRUGATED POLYPROPYLENE PIPE. Corrugated polypropylene pipe and fittings shall conform to the latest revisions of AASHTO M 330, Type S. Acceptable corrugated polypropylene pipe shall be one of the corrugated polypropylene pipe products on the Approved Products List on file with the Agency's Materials and Research Section. In order to maintain approval status, polypropylene pipe manufacturers must participate in, and maintain compliance with, the AASHTO National Transportation Product Evaluation Program (NTPEP), which audits producers of the pipe.

SECTION 712 - CRIBBING MATERIALS

274. 712.04 GABION BASKETS, part (a) Wire for Gabion Baskets, is hereby modified by changing the word "shall" to the word "may" and by adding the phrase "or welded panels" after the phrase "woven wire mesh" in the first sentence of the first paragraph.

275. 712.04 GABION BASKETS, part (a) Wire for Gabion Baskets, is hereby further modified by adding the following as the third sentence of the first paragraph:

Welded panels shall be coated by hot dip galvanizing after fabrication.

276. 712.04 GABION BASKETS, part (b) PVC Coating for Gabion Baskets, is hereby modified by adding the following new subpart (7):

(7) Punch Test. The mesh shall achieve satisfactory performance on the Punch Test, as described in ASTM A975 13.1.4. This requirement applies to both woven and welded gabion baskets.

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

277. 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.

278. 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.

(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.

279. 713.07 COATED BAR REINFORCEMENT, is hereby modified by being deleted in its entirety.
280. 713.02 MECHANICAL SPLICES FOR BAR REINFORCEMENT, is hereby modified by adding the phrase ", except that epoxy coated mechanical spllices shall be allowed when Level II reinforcing steel is required" after the phrase "intended to splice" in the second sentence of the first paragraph.

SECTION 714 - STRUCTURAL STEEL

281. 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.
282. 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

283. 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.

284. 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

285. 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 755 - LANDSCAPING MATERIALS

286. 755.17 EROSION LOGS, is hereby modified by being deleted in its entirety and replaced with the following:

Erosion logs are available in varying diameters. The Contractor shall follow the manufacturer's recommendations for the material type and size based on the intended use.

Erosion logs shall be composed of weed-seed-free coir, straw, excelsior, compost, or other biodegradable filtering medium encased in a photo-degradable and/or biodegradable netting or mesh.

Netting shall have openings of 13 to 25 mm (1/2 to 1 inch), with the exception of compost filled logs which should be 3 to 10 mm (1/8 to 3/8 inch) or as recommended by the manufacturer and accepted by the Engineer.

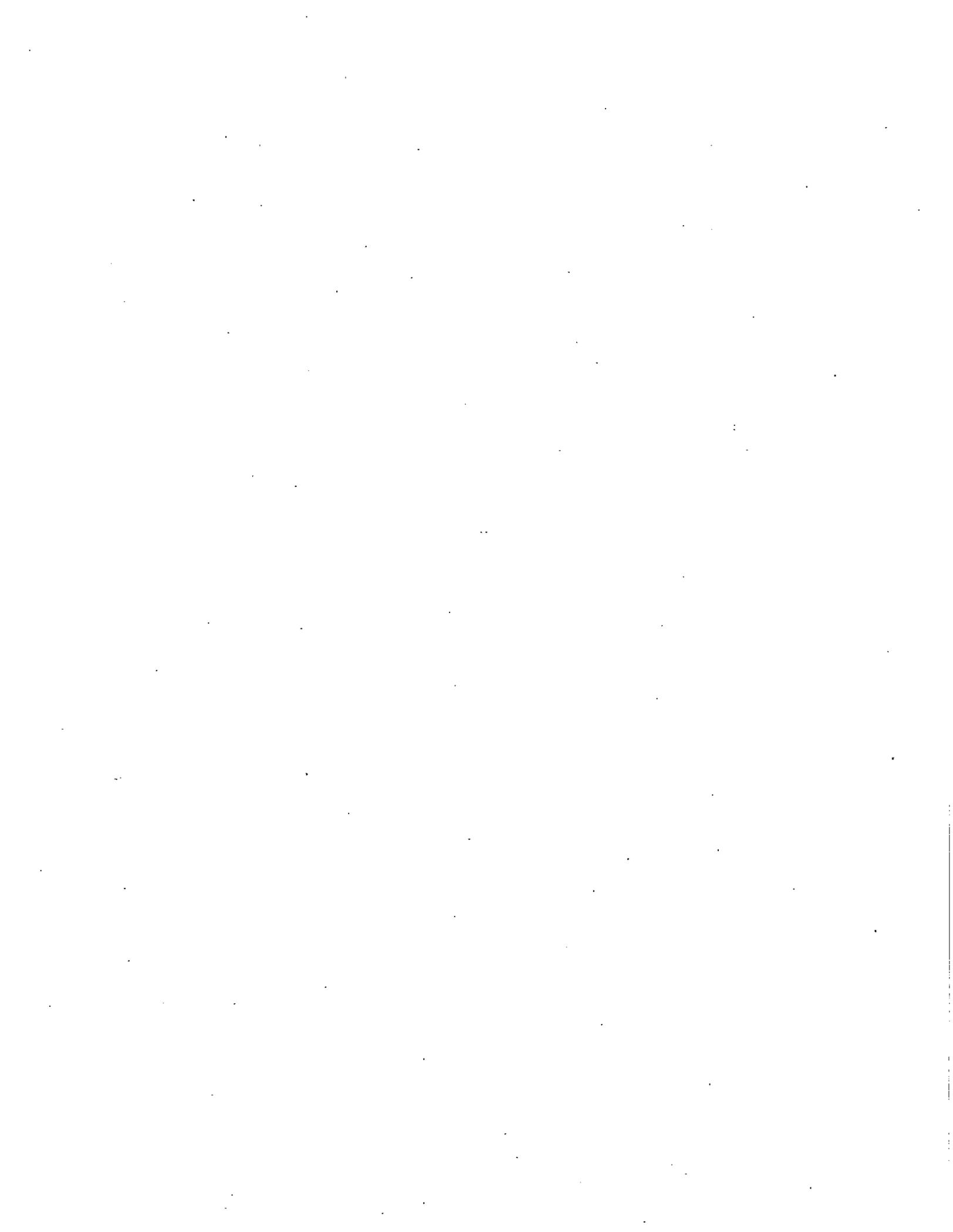
Anchors for erosion logs shall be wooden stakes, U-shaped wire or earth anchors, or rebar stakes; the size and length shall be as recommended by the manufacturer.

Compost shall meet the requirements of Table 755.05A, with the exception that particle size shall be 99% < 50 mm (2 inches) and maximum 30% < 10 mm (3/8 inch).

SECTION 780 - CONCRETE REPAIR MATERIALS

287. 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.



ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, 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 Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party 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 except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party 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 Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

11. Fair Employment Practices and Americans with Disabilities Act: Party 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. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; 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.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party 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. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party 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 Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

Special Provisions for: Irasburg IM DECK(46)

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: <http://vtranscivilrights.vermont.gov/>. 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 November 4, 2016.
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.

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

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 AOT.ConstructionContractingInquiry@vermont.gov or 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 March 25, 2016. 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 April 7, 2015
Bulletin 3.5 Attachment C: Standard State Provisions for Contracts and Grants
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
Certification for Federal-Aid Contracts
Contractor's EEO Certification Form
Debarment & Non-Collusion Affidavit
8. NOTICE TO BIDDERS - CONTRACT INSURANCE REQUIREMENTS. The Contractor is hereby notified that in the event of a discrepancy between the stated insurance requirements of Bulletin 3.5 Attachment C: Standard State Provisions for Contracts and Grants and those of Subsection 103.04 of the Standard Specifications for Construction, the requirements of Subsection 103.04 of the Standard Specifications for Construction shall govern.
9. 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.
10. NOTICE TO BIDDERS-CARGO PREFERENCE REQUIREMENT. The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 - Cargo Preference - U.S.Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

11. NOTICE TO BIDDERS - RE-DESIGNATION OF VTRANS OFFICIALS. The Contractor is hereby notified of the following re-designation of VTrans officials as referenced in the Contract Documents:

Where in the Contract Documents it reads:	It shall be read as and shall mean:
Director of Program Development	Chief Engineer
Assistant Director of Program Development	Deputy Chief Engineer
Roadway, Traffic, and Safety Engineer; Roadway Program Manager; Highway Safety & Design Engineer;	Highway Safety and Design Program Manager
Structures Engineer	Structures Program Manager
Chief of Local Transportation Facilities	Director of Municipal Assistance Bureau
Construction Engineer; Materials and Research Engineer	Director of Construction and Materials Bureau
Director of Operations	Director of Maintenance and Operations Bureau

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 1/4") 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 should be a maximum of 16 kph (10 mph) below existing posted speeds. Temporary speed limit certificates must be approved by the Chief Engineer.
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. ENVIRONMENTAL.

(a) Wetlands/Watercourse:

Extensive wetland complexes are mapped upstream and downstream of this project area. The wetlands are very likely to go along the Barton River underneath this structure. Wetlands have not been delineated as this is a deck project as no impacts are proposed off the existing bridge. If impacts are to occur outside the existing footprint of the road additional review and permitting will be required.

The Barton River flows beneath this structure. No impacts are anticipated below Ordinary High Water (OHW). Debris catchment system will need to be implemented to avoid any miscellaneous debris from entering the Barton River during construction activities.

(b) Threatened and Endangered Species.

The northern long-eared bat (NLEB) is federally listed as a threatened species under the Endangered Species Act effective April 2015. This project shall be subject to Avoidance and Minimization Measures to protect the habitat and hibernacula of this species. These measures include, but are not limited to, Time Of Year (TOY) restrictions for cutting habitat trees.

This project's design does not identify any tree cutting within the project limits as part of the work and therefore neither a habitat assessment nor an acoustic survey has been performed. If during construction cutting trees ≥ 3 " diameter is deemed necessary, further review will be required and TOY restrictions may apply. In such cases, the Engineer will coordinate further environmental review with the Construction Environmental Engineer.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow, and Staging areas. Cutting trees outside of the Contract project limits shall require review under Section 105.25 Control of Waste, Borrow, and Staging Areas.

- 15. UTILITIES. Existing aerial facilities owned by Vermont Electric Cooperative, Fairpoint Communications, and Comcast Communications are well outside of the project area and will not require adjustment. The Contractor is cautioned to protect these facilities from damage.

Contacts for the above listed utility companies are:

Vermont Electric Cooperative	Gene Bourne	(802)730-7253
Fairpoint Communications	Dan Maple	(802)295-8152
Comcast Communications	Bruce Bowser	(802)225-1801 ext. 14

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 company(ies) 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.

Vermont Statutes Annotated, Title 30, Chapter 86 ("Dig Safe") requires notice to Dig Safe before starting excavation activities. The Contractor must telephone Dig Safe at 811 at least 48 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, before excavation and/or pavement grinding in or on the state highway right-of-way, the Contractor must contact the Agency's District Transportation Administrator to obtain/verify the location of Agency's underground utility facilities or to confirm the absence of such facilities.

The Contractor is advised that many towns are not members of Dig Safe. It is the Contractor's responsibility to check with towns prior to excavation and shall protect and restore utilities damaged within the project and as set forth in the Standard Specifications for Construction in Subsection 107.13 Protection and Restoration of Utilities and Services.

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

All Contractors, subcontractors or material suppliers involved in any project-related activity shall comply with all applicable codes and regulations related to working around live electrical lines; including, but not limited to maintaining the required minimum clear distance from an electrical utility facility. The Contractor's Competent Safety Officer shall be well versed in OSHA and VOSHA regulations, and shall be capable of implementing a plan to conform to these regulations during prosecution of work.

16. RAILROAD SPECIAL PROVISIONS.

INDEMNIFICATION; RAILROAD PROTECTIVE LIABILITY INSURANCE. All Contractors hired by the State pursuant to this project shall indemnify and save harmless Vermont Railway, Inc. (Railroad), the State, their successors and assigns, and their agents and employees, against all loss, cost, damage and expense, including (but not limited to) damage to Railroad property, or the property of others, injury or death to Railroad employees or to others due directly in any way to the work done by the Contractor while working within or adjacent to the Railroad right-of-way during the construction of this project.

In this connection, the State will require its Contractors to secure policies of insurance in the name of the Railroad and the State providing railroad protective liability coverage of \$2,000,000.00 per occurrence and \$6,000,000.00 in the aggregate for the Railroad, all as specified by 23 C.F.R. Part 646 ("Railroads"), Subpart A ("Railroad-Highway Insurance Protection") and the 2011 edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, Subsection 103.04(d) Railroad Protective Liability Insurance. Named insureds shall be Vermont Railway, Inc. and the State of Vermont.

ADDITIONAL INSURANCE. All Contractors hired by the State for the project shall secure Contractor's Liability Protection Insurance providing bodily injury and property damage liability coverage that meets or exceeds the minimum amounts specified in the 2011 edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, Subsection 103.04(b).

GENERAL STATEMENT OF CONDITIONS CAUSING RAILROAD HAZARDS

SCOPE

Provisions for safeguards to the property and operations of Railroad during construction by the State's Contractor.

GENERAL

The Contractor shall provide a construction schedule to the Railroad at least ten (10) days in advance of starting work and/or locating equipment on the Railroad right-of-way and leasehold.

Equipment of the Contractor to be adjacent to the tracks shall be in first-class condition so as to fully prevent any failure that would cause delay in the operation of trains or damage to Railroad facilities. The Contractor shall not place or put in operation equipment adjacent to a track without first obtaining permission of the Railroad.

The Contractor shall perform its work in such a manner that the tracks, traffic, and appurtenances of the Railroad will be safeguarded. The Contractor shall ascertain and comply with the requirements of the Railroad relative to the Contractor's work on or adjacent to Railroad premises and shall keep the tracks clear of obstructions.

The Contractor will contact the Railroad to provide flaggers, inspection and other protective services as necessary for protection of railway traffic and property and for those engaged on the work during the period when the nature of the construction operations is such as to make it necessary. The character and extent of these services shall be as determined by the Railroad as the work progresses and approved by the State's Resident Engineer.

These services will be paid for under Contract item 900.650 Special Provision (Maintenance of Railroad Traffic)(N.A.B.I.) at the rates specified herein.

The Contractor shall reimburse the Railroad for all necessary flagging, inspection, signal maintainer, and other protective services required by these specifications. Final settlement with the Contractor shall be contingent on certification that the Railroad has been reimbursed.

The Contractor will install, maintain and remove any temporary crossings, if required, at the expense of the Contractor.

NOTE: The Contractor must anticipate unscheduled trains.

Train Delays/Liquidated Damages. The parties agree that it would be difficult or inconvenient to quantify the damages that the Railroad would incur if the State's Contractor were to disrupt train traffic. Accordingly, the State agrees to require its Contractor to pay liquidated damages to the Railroad on an incremental basis for freight and/or passenger service delays at the rates described below, as a violation of HAZARDS as defined below and correlated with the Railroad's operating schedule as specified in these provisions.

Initial	Each delay that does not exceed a maximum duration of five minutes per train	\$4,000.00
Incremental	Each additional delay that extends beyond five minutes to 20 minutes per train	\$2,000.00
Successive	Each additional 15-minute period of time delay per train	\$1,500.00

Example of Liquidated Damages for 65-minute Delay:

Minutes of Delay	Added Cost	Total Time past Work Window
First five minutes	\$4,000.00	Five minutes
20 minutes	\$2,000.00	20 minutes
Each additional 15 minutes	\$1,500.00	35 minutes (20+15)
Each additional 15 minutes	\$1,500.00	50 minutes (35+15)
Each additional 15 minutes	\$1,500.00	65 minutes (50+15)
	\$10,500.00	

HAZARDS. For emergency use only, immediately call 1-877-533-6913.

An operating track shall be considered fouled and subject to hazard when any object or operation is brought closer than twenty-five (25) feet to the centerline of the tracks.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than four (4) feet to any wire of the line. An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling a track, signal line, communication or electric supply line when working in such a position that failure of equipment with or without lead could foul the track, signal line, communication or electric supply line. None of these or similar operations shall be carried on during the approach or passing of a train.

In the construction of staging, falsework or forms, the Contractor shall maintain a minimum vertical clearance of twenty-two (22) feet above the top of high rail and a minimum side clearance of twenty-five (25) feet from the centerline of track during the approach or passing of a train.

PERIODS DURING WHICH THE STATE'S CONTRACTOR SHALL HAVE EXCLUSIVE AND UNINTERRUPTED ACCESS TO RAILROAD RIGHT-OF-WAY

Railroad grants the State and/or the State's Contractor right of entrance to the Railroad right-of-way so that the project fieldwork may be completed between April 1, 2016 to November 25, 2016. The temporary rights shall include exclusive and uninterrupted occupancy of the Railroad right-of-way to access the project during the following time segments:

- Friday - Monday 9:00 PM Friday through 8:59 AM Monday

The Contractor is hereby made aware that on a typical day, there are two regularly scheduled trains, one southbound freight and one northbound freight and occasionally there may be a passenger train. The Contractor is hereby advised that the Railroad's operating schedule is subject to revision. It is not the intention of the Railroad to interrupt any defined occupancy period events during the Contract period but from time to time it may be necessary to allow passage of a train(s) through the project work area. The Contractor will receive verbal notice communicated by the assigned railroad flag person at least sixty minutes prior to the train's arrival. The Contractor shall allow train passage and shall not be reimbursed for any incurred expense.

PERIODS DURING WHICH THE STATE'S CONTRACTOR SHALL HAVE NON-EXCLUSIVE AND INTERRUPTIBLE ACCESS TO RAILROAD RIGHT-OF-WAY

Railroad grants the State and/or the State's Contractor right of entrance to the Railroad right-of-way so that the project fieldwork may be completed between April 1, 2016 to November 25, 2016. The State's Contractor must confirm temporary work windows with the Railroad prior to scheduling the work. Temporary work windows shall be non-exclusive and interruptible occupancy of the Railroad right-of-way to access the project during the following time segments:

- Monday through Friday - 9:00 AM Monday through 8:59 PM Friday

While additional periods of exclusive and non-exclusive track occupancy may be available, the Railroad does not make any representations to the State as to such availability. The Contractor is hereby advised that the Railroad's operating schedule is periodically subject to revision at any time. As such, the specified non-exclusive and interruptible occupancy intervals will be subject to revision.

VERMONT RAIL SYSTEM SERVICE RATES

- (a) Contractor shall request flag person, inspection, signal maintainer, or protective services at least ten days prior to mobilization date.
- (b) Flag person, inspection, signal maintainer, or protective service time begins and ends at assigned Vermont Rail System (VRS) Terminal.
- (c) Cancellation or modification of flagging, inspection, signal maintainer, or protective service assignments must be submitted in writing and received by VRS at least twenty-four hours prior to start of assigned time.
- (d) Week Day Rates (Monday through Friday):
 - (1) Regular (up to eight hours/day): \$65.00 per hour
 - (2) Overtime (after eight hours): \$75.00 per hour
 - (3) Hourly rates include all associated expenses
- (e) Weekend (Saturday through Sunday) and Holiday Rates:
 - (1) Per each hour employed: \$75.00 per hour
 - (2) Hourly rate includes all associated expenses

17. INTERSTATE 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 Interstate 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 Interstate 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 Interstate highway unless otherwise authorized by the Engineer. Equipment, materials, or vehicles must be parked or placed a minimum of 10 m (30 feet) from the edge of pavement in all directions or a minimum of 3 m (10 feet) behind guardrail when not being utilized.

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.

18. U-TURNS. The Contractor's attention is directed to the provisions of Subsection 105.17 requiring the maintenance and repair of roadways within the construction limits, which includes U-turns located within the construction area.

19. SPECIAL CONSTRUCTION REQUIREMENTS.

- A. Unless otherwise permitted in writing by the Engineer, the Contractor shall not work during the holiday periods for Memorial Day, July Fourth, and Labor Day. 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, 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. During construction it may be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than that specified in the Plans. This paved width shall remain free of obstructions and obstacles at all times.
- D. The Contractor shall position Portable Changeable Message Signs as directed by the Engineer warning motorists of the cold planed surface and reduced roadway widths ahead. The message to be displayed shall be submitted to the Engineer in advance for approval. The displayed message should accurately reflect what motorists can expect to encounter through the project area. The cost of providing the Portable Changeable Message Signs shall be paid for under Contract item 900.645 Special Provision (Traffic Control, All-Inclusive). The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the roadway conditions.

- E. 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 641.10.
- F. 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>.
- G. 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 Project Delivery.

ASPHALT PRICE ADJUSTMENT

- 20. 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.
- 21. 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 \$392.00 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 - Bridge Mix - Type IVB) 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 108 - PROSECUTION AND PROGRESS

- 22. 108.11 DETERMINATION OF EXTENSION OF CONTRACT TIME FOR COMPLETION, part (b) Determination of Contract Completion Date Extension, is hereby modified by adding new subpart (11) as follows:
 - (11) The days from April 15th to December 1st, inclusive, on which the weather or condition of the ground caused suspension of the work.

SECTION 621 - TRAFFIC BARRIERS

23. 621.09 TERMINALS, is hereby modified by adding the following as the second paragraph:

All new terminal installations shall include a permanent identification of the year of installation and model identified on the Approved Product List or the standard drawing used. Payment will be incidental to the traffic barrier items.

SECTION 501 - HPC STRUCTURAL CONCRETE

24. 501.02 MATERIALS, is hereby modified by adding the following:

Where a shrinkage admixture will be used in placing concrete as allowed by the Contract Documents, the following requirements shall be met:

A shrinkage compensating admixture shall be added during the initial concrete mixing phase or as recommended by the chemical manufacturer product representative. The shrinkage compensating admixture shall be one of the products listed below. The final dosage rate will be determined by the product representative and the concrete producer. The dosage rate volume is computed into the final water/cementitious ratio.

Manufacturer: Sika Construction Product Division

Product name: - Sika Control 40

Tel.: 1-800-933-7452

Website:

<http://usa.sika.com/dms/getredirect.get/us01.webdms.sika.com/39>

Manufacturer: The Euclid Chemical Company

Product name: Eucon SRA

Tel.: 1-800-321-7628

Website:

http://www.euclidchemical.com/fileshare/ProductFiles/techdata/eucon_sra.pdf

Manufacturer: BASF (Master Builders)

Product name: MasterLife SRA 20

Tel.: 1-800-628-9900

Website:

<http://assets.master-builders-solutions.basf.com/Shared%20Documents/EB%20Construction%20Chemicals%20-%20US/Admixture%20Systems/Data%20Sheets/MasterLife/BASF-masterlife-sra-20-tds.pdf>

Manufacturer: Grace Construction Products

Product name: Eclipse 4500

Tel.: 1-877-423-6491

Website:

www.buildsite.com/pdf/wrgrace/Eclipse-4500-Product-Data-578947.pdf

SECTION 621 - TRAFFIC BARRIERS

- 25. 621.09 TERMINALS, is hereby modified by adding the following as the second paragraph:

All new terminal installations shall include a permanent identification of the year of installation and model identified on the Approved Product List or the standard drawing used. Payment will be incidental to the traffic barrier items.

SECTION 900 - SPECIAL PROVISION ITEMS

BRIDGE SCUPPER

- 26. DESCRIPTION. This work shall consist of furnishing and installing bridge scuppers and grates at the locations indicated in the Plans and as directed by the Engineer.
- 27. MATERIALS. Scuppers and grates shall be Neenah R-3936-A, or approved equal. Gray iron castings meeting the minimum requirements of AASHTO M 105, Class No. 30B shall be used.

A Type A Certification shall be furnished in accordance with Subsection 700.02.
- 28. METHOD OF MEASUREMENT. The quantity of Special Provision (Bridge Scupper) of the type specified to be measured for payment will be for each bridge scupper installed in the complete and accepted work.
- 29. BASIS OF PAYMENT. The accepted quantity of Special Provision (bridge Scupper) will be paid for at the Contract unit price per each. Payment will be full compensation for furnishing, transporting, handling, and installing the material specified including the scupper, grate, and attachments, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (Bridge Scupper)	Each

CPM SCHEDULE

- 30. DESCRIPTION. This work shall consist of developing and furnishing a CPM Schedule, including narratives, updates, and revisions for the duration of the Contract.

These provisions shall supersede Subsection 108.03(a) of the Standard Specifications.

31. SUBMISSIONS.

- (a) The Contractor is responsible for the scheduling of all Contract work, which shall include, but is not limited to subcontracted work, complete and acceptable submissions, work component fabrications, and delivery of materials. The schedule shall include allowance for time for all aspects of the work including sufficient time for VTrans to perform its functions as indicated in the Contract, including but not limited to acceptance inspection and/or testing, and review and acceptance/approval of any required Working Drawings as defined in Section 105 or otherwise in the Contract Documents.
- (b) Provide the following items with each schedule submission. The schedule shall be prepared with MS Project.
- (1) An electronic copy in MS Project format with run date and version of the schedule;
 - (2) A PDF illustrated in color, depicting no more than 50 activities on each 280 by 430 mm (11 by 17 in.) sheet, and with each sheet including title, project name and number, match data for diagram correlation, and a key;
 - (3) A four-week look-ahead narrative to provide a more detailed plan of upcoming work highlighting the near term priorities. Indicate the anticipated workdays per week, number of shifts per day, number of hours per shift, crew sizes, and assumed resources. If the project requires a road closure, identify any changes in anticipated resources, or work schedule during the closure period.
- (a) The CPM schedule shall include the following:
- (1) Activities that describe the essential features of the work, activities that might delay Contract completion, and which activities are on the critical path;
 - (2) The planned start and completion dates for each activity and the duration of each activity stated in work days (field activities of more than 15 work days in duration shall be broken into two or more activities distinguished by location or some other logical feature); this estimated figure shall include considerations for permit limitations, seasonal limitations, and any other anticipated delays.
 - (3) When the project contains a defined Road or Bridge Closure Period of a minimum of 24 hours and up to a maximum of 28 days, the duration for work within the closure period shall be shown in hours instead of days. The maximum duration of each activity within the closure period shall be limited to twelve (12) hours;
 - (4) Finish-to-Start relationships among activities, without leads or lags unless justified in the narrative, and approved by the Engineer;
 - (5) Distinct columns showing Predecessors, Successors, Duration, Actual Start, and Actual Finish for each Activity;

- (6) Project suspension or work inactivity that is three (3) days or longer;
 - (7) Dates related to the procurement of materials, equipment, and articles of special manufacture;
 - (8) Dates related to the submission of Working Drawings, plans, and other data specified for review or approval by the Agency;
 - (9) Key milestone dates specified in the Contract including but not limited to; Notice to Proceed, Interim Completion, Permit Restriction Dates, and Contract Completion Date. These shall be the only constraints in the schedule logic;
 - (10) Activities related to Agency or Third Party reviews and inspections.
- (b) For contracts with an original Contract amount in excess of \$8,000,000.00 the following additional information shall be shown on the CPM schedule:
- (1) Each Contract bid item identified with at least one activity, except:

Lump Sum items, Lump Unit items, Contract items paid by the "Hour", Contract items paid by the "Dollar", Section 641 pay items, and Section 653 pay items.
 - (2) Each compensable activity shall identify the applicable Contract item(s), along with the total quantity intended to be placed during that activity.

32. BASELINE SCHEDULE. The CPM Schedule submittal shall be received by the Engineer a minimum of seven (7) calendar days prior to the preconstruction meeting. The Engineer and Contractor may review the schedule at the preconstruction meeting. Any requested information and a revised schedule shall be submitted within seven (7) calendar days after receiving the Engineer's request. The Engineer shall be allowed twenty-one (21) calendar days to review the schedule and provide a response. The Engineer will review the schedule by assessing the schedule's compliance with these provisions and conformance with the Contract requirements. By accepting the schedule, the Engineer does not modify the Contract in any way. The Baseline Schedule shall be accepted before any field work begins. The accepted schedule will be used as the Baseline Schedule for the remainder of the project.

The schedule shall define and sequence activities so as to accurately describe the project and to meet Contract requirements for scope of work, phasing, accommodations for traffic, and interim, and project completion dates. Create the schedule, beginning with the date of the Notice to Proceed.

33. SCHEDULE UPDATES. The schedule shall be updated during active construction at the end of every other bi-weekly estimate period (update period) and when directed by the Engineer. Projects with short duration road closures are of particular importance as the project float will be limited. The Contractor shall promptly inform the Engineer of any schedule delays or changes that occur during these periods. The Engineer shall be allowed ten (10) calendar days to review the update for compliance with these provisions and provide a response. Include the following with each update:
- (1) Actual start dates of each activity started;
 - (2) Actual finish dates of each activity finished, or remaining durations of activities started but not yet completed;
 - (3) Narrative report describing progress during the update period, shifts in the critical activities from the previous update, sources of delay, potential problem areas, work planned for the next update period, and changes made to the schedule. Changes include additions, deletions, or revisions to activities due to the issuance of a Contract revision, changes to an activity duration, changes to relationships between activities, or changes to the planned sequence of work or the method and manner of its performance.
 - (4) The Original schedule shall be shown as a Baseline.
34. REVISIONS. Schedule revisions shall be submitted within ten (10) calendar days after any of the following:
- (1) A written request to revise the schedule from the Engineer;
 - (2) A delay (actual or projected) to scheduled milestones or project completion dates;
 - (3) When actual progress falls behind the most recent schedule accepted by the Engineer, either by falling more than two (2) weeks behind schedule or by 5% of the total Contract time, the Contractor shall immediately inform the Engineer in writing. The Engineer may require the Contractor to submit a revised schedule. Neither the Engineer's acceptance of such revised schedule nor any Agency feedback regarding the revised schedule shall be construed as an approval of the revised schedule, nor should it be construed as the Agency's dictation of the Contractor's means and methods;
 - (4) Issuance of a Change Order/Supplemental Agreement(s) that by adding, deleting, or revising activities, changes the planned sequence of work or the method and manner of its performance;
 - (5) Issuance of a Change Order/Supplemental Agreement(s) that adds time to the Contract;
 - (6) The Contractor shall participate in progress meetings at the request of the Engineer to review and discuss the updated schedule information including any activity delay, coordination requirements, change orders, potential delays, and other relevant issues.

The Engineer shall review the revised schedule for compliance with these provisions, and provide a response within ten (10) calendar days.

35. FLOAT. Any float in the schedule is to be credited to the project only.
36. FAILURE TO SUBMIT SCHEDULE. Failure to submit a schedule (i.e. original baseline schedule, required updates, revisions, and when requested by the Engineer) in accordance with these provisions may be grounds for suspension of partial payments, as identified in Subsection 109.08, until a satisfactory schedule meeting the requirements of these provisions is received by the Engineer.
37. METHOD OF MEASUREMENT. The quantity of Special Provision (CPM Schedule) to be measured for payment will be the number of each CPM Schedule (i.e. original baseline schedule, required updates, revisions, and when requested by the Engineer), accepted by the Engineer through the duration of the Contract.
38. BASIS OF PAYMENT. The accepted quantity of Special Provision (CPM Schedule) will be paid for at the Contract unit price for each. Payment will be full compensation for preparing and submitting a schedule as specified, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.620 Special Provision (CPM Schedule)	Each

PAVEMENT JOINT ADHESIVE

39. DESCRIPTION. This work shall consist of placing pavement joint adhesive material in paving joint(s) at the location(s) 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 490 of the Standard Specifications.

40. MATERIALS.

- (a) Requirements: Pavement joint adhesive material shall conform to the requirements of AASHTO M 140 or M 208 and meet the following requirements of Table A.

TABLE A - REQUIREMENTS FOR PAVEMENT JOINT ADHESIVE.

Property	Test Method	Requirement
Cone Penetration, 25°C	ASTM D 5329	60-100
Flow, 60°C	ASTM D 5329	3/6" maximum
Resilience, 25°C	ASTM D 5329	30% minimum
Ductility, 4°C	ASTM D 113	12" minimum
Tensile Adhesion, 25°C	ASTM D 5329	500% minimum
Softening Point	ASTM D 36	77°C minimum
Asphalt Compatibility	ASTM D 5329	Pass

- (b) Approved Materials: The pavement joint adhesive shall be one of the products listed below.

Manufacturer: CrafcO, Inc.
Product name: CrafcO Pavement Joint Adhesive
Tel.: 1-800-528-8242
Website: <http://www.crafcO.com/Sealant/Joint%20Adhesive.htm>

Manufacturer: P&T Products, Inc.
Product name: Dura-Fill CJA
Tel.: 1-877-690-4093
Website: <http://www.p-tproductsinc.com/>

41. CONSTRUCTION REQUIREMENTS. Unless otherwise shown on the Plans, the longitudinal wearing course joints shall be at the edge of lane placed, where the edge line, lane line, and centerline pavement markings will be applied, and joints of other courses shall be offset approximately 150mm (6 inches).

The material being placed next to a previously paved lane shall be tightly crowded against the face of the abutting lane. The paver shall be positioned so that during spreading, the material will overlap the edge of the first lane by 25 to 50 mm (1 to 2 inches) and shall be left sufficiently high such that finish pavement of the lane being placed is approximately 3 mm (1/8 inch) higher than the previously paved lane after compaction. The overlapped material shall be rolled without luting. Longitudinal joint compaction shall be achieved by rolling from the hot side to within 150 mm (6 inches) of the previously placed mat. The next roller pass will overlap onto the previously placed paved lane by 150 mm (6 inches). Further compactive effort shall be applied to all joints during the intermediate and final rolling.

Placing of the course shall be as continuous as possible while complying with Traffic Control Plans. Transverse joints will be allowed at the end of each work shift or as required to provide properly bonded longitudinal joints.

Unless otherwise precluded by weather conditions, longitudinal joints shall not remain open to traffic longer than 30 hours.

If a bulkhead is not used to form the transverse joint, the previously laid material shall be cut back to the designed slope and grade of the course. The joint face shall be coated with approved bituminous bonding material specified herein before the fresh mixture is placed against it. Extreme care shall be taken to ensure that no unevenness occurs at the joint. If unsatisfactory riding qualities are obtained at the transverse joint in the wearing course, the joint shall be corrected by an approved method.

Prior to opening any lane(s) to traffic, transverse joints shall be ramped by means of an asphalt fillet at a minimum of 1.5 m (5 feet) horizontal to 25 mm (1 inch) vertical slope.

When specified, a bituminous pavement joint adhesive, shall be applied to the longitudinal joint. If joint adhesive has not been specified, an approved bituminous bonding material meeting the requirements specified herein shall be applied to completely cover all joint contact surfaces.

Joint adhesive shall be applied to the longitudinal joints so that the entire joint surface is covered with a minimum 3.175 mm (1/8 inch) thick layer of material. If a wedge joint is used the upper 101.6 mm (4 inches) of joint surface shall be covered with joint adhesive.

The joint face on which the joint adhesive is to be applied shall be dry, free from loose material, dust, or other debris that could interfere with adhesion. If dust or debris adheres to the joint adhesive, it shall be cleaned or recoated as directed by the Engineer.

Trucks or traffic shall not drive across the joint adhesive until it has cooled sufficiently to prevent damage from tracking.

Joint adhesive shall be melted in a melting kettle that meet the requirements of Subsection 417 of the Standard Specifications. The joint adhesive shall be applied at the temperature specified by the manufacturer and shall not be heated above the safe heating temperature specified by the manufacturer.

Joint adhesive shall be applied using a pressure feed wand applicator system equipped with an applicator shoe as recommended by the manufacturer. A pour-pot applicator will be allowed on wedge joints only.

A tapered overlapping ("wedge") joint may be used on all longitudinal joints provided that the adjacent lane can be placed when the existing surface temperature is above 10°C (50°F).

An incline face (3:1) on the joint shall be formed in the first bituminous mat placed. The inclined face may be for the entire height or an inclined face with a 13mm (1/2 inch) maximum vertical face at the top of the mat.

After the initial mat is placed, the mat shall be rolled to the edge of the unconfined face.

When the adjoining mat is placed the initial longitudinal wedge shall be treated as specified herein.

The joint matching and compaction shall be performed in accordance with these special provisions.

The Contractor shall furnish and have available a 3 meter (10 foot), light-weight metal straightedge with a rectangular cross-section of 50 by 100 mm (2 by 4 inch) at the paver at all times during paving operations. All courses shall be tested with the straightedge laid across the transverse joint parallel to the centerline and any variations from a true profile exceeding 5 mm (3/16 inch) shall be satisfactorily eliminated. The finished surface of the pavement shall be uniform in appearance, shall be free from irregularities in contour, and shall present a smooth-riding surface.

42. METHOD OF MEASUREMENT. The quantity of Special Provision (Pavement Joint Adhesive) to be measured for payment will be the number of linear meter (linear feet) of compression joint seal removed and replaced in the complete and accepted work, measured along its centerline.

43. BASIS OF PAYMENT. The accepted quantity of Special Provision (Pavement Joint Adhesive) will be paid for at the Contract unit price per linear meter (linear foot). Payment will be full compensation for removing the existing compression joint seal material specified; and for furnishing, handling, transporting, and placing the material specified; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Recoating of the joint as specified herein shall be at the Contractor's expense.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.640 Special Provision (Pavement Joint Adhesive)	Linear Foot

REMOVE AND REPLACE COMPRESSION JOINT SEAL

44. DESCRIPTION. This work shall consist of removing and replacing compression seal joint material in existing bridge joint(s) at the location(s) indicated in the Plans and as directed by the Engineer.

45. MATERIALS. Replacement joint seal material shall be Joint Sealer, Preformed Neoprene meeting the requirements of Subsection 707.06.

46. CONSTRUCTION REQUIREMENTS. The Contractor shall remove and dispose of the existing neoprene seal material between joint plates.

The Contractor shall install replacement joint seal material in accordance with the manufacturer's recommendations and as directed by the Engineer.

47. METHOD OF MEASUREMENT. The quantity of Special Provision (Remove and Replace Compression Joint Seal) to be measured for payment will be the number of linear feet of compression joint seal removed and replaced in the complete and accepted work, measured along its centerline.

48. BASIS OF PAYMENT. The accepted quantity of Special Provision (Remove and Replace Compression Joint Seal) will be paid for at the Contract unit price per linear foot. Payment will be full compensation for removing the existing compression joint seal material specified; and for furnishing, handling, transporting, and placing the material specified; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.640 Special Provision (Remove and Replace Compression Joint Seal)	Linear Foot

TRAFFIC CONTROL

49. 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.

50. 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 14 calendar days to review and respond to the proposed traffic control plan.

51. TRAFFIC CONTROL DEVICES. Temporary traffic barrier shall meet the requirements of Section 621. Traffic control devices shall meet the requirements of Section 641.

52. 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 quantities for Uniformed Traffic Officers and Flaggers will be measured separately in accordance with Section 630.

53. 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, barricades, drums, cones, temporary pavement marking tape, pavement marking masks, raised pavement markers type II, signing, portable arrow boards, and energy absorption attenuators; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Uniformed Traffic Officers and Flaggers will be paid for separately under Contract items 630.10 and 630.15, respectively.

Portable Changeable Message Signs will be paid for separately under Contract item 641.15.

Payment will be made under:

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

MAINTENANCE OF RAILROAD TRAFFIC

54. DESCRIPTION. This work shall consist of maintaining railroad traffic and coordinating with the Agency and the Railroad for inspection and review of the Contractor's work in conjunction with construction operations to be performed within the Railroad right-of-way, in accordance with the Contract Documents and as directed by the Engineer.
55. GENERAL REQUIREMENTS. When, as stipulated in the Contract Documents, or in the opinion of the Engineer and the Chief Engineering Officer of the Railroad, the construction work would cause hazard to the safe operation of trains and other facilities of the Railroad, including signal and communication lines, the Railroad will furnish the necessary qualified employees to protect their trains and other facilities.

Protection services will be required whenever the Contractor is performing work over, under, or adjacent to the railroad tracks or right-of-way such as excavation, sheeting, shoring, erection, or removal of forms; handling material; using equipment which by swinging or by failure could foul the track; and when any other type of work being performed, in the opinion of the Railroad, requires such service.

The Contractor is advised that although the cost for protective services will be paid for on a lump unit basis by the Agency, the Contractor shall be required to plan, coordinate, and organize the work effort in a way that shall absolutely minimize the use and number of railroad protective personnel required. The Agency and a Railroad representative will review and approve all Contractor work schedules prior to the commencement of work and prior to the assignment of protective personnel. Misuse of these protective services by the Contractor due to inadequate work procedures will not be allowed and shall be sufficient cause for the Agency to require the Contractor to bear all inappropriate costs.

Railroad train crews necessary for the operation of Contractor scheduled work trains or Contractor owned or leased locomotive equipment shall not be paid by the Agency under this Section; all such costs will be considered incidental to the Contractor's work and therefore shall be entirely borne by the Contractor.

All existing signs, markers, and other informational indicators associated with the operations of the Agency or the Railroad that are removed by the Contractor in the performance of this work shall be preserved and reinstalled as soon as possible. Reinstallation shall precede any train operation at the same locations as they are removed. Any sign, marker, or other information indicator that is damaged by the Contractor's operations shall be considered a charge against the Contractor and shall be paid for by the Contractor or deducted from any monies due or that may become due the Contractor under this Contract.

Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all operations on or over the railroad right-of-way fully within the rules, regulations, and requirements of the Agency and the Railroad. The Contractor shall be responsible for becoming acquainted with such requirements as the Railroad and/or Agency demands.

Existing train operations may include, but are not limited to, the following:

- (a) Regularly scheduled passenger trains.
- (b) Regularly scheduled freight trains.
- (c) Other unscheduled trains or equipment being moved by the various Railroads.

56. SUBMITTALS.

- (a) At the preconstruction meeting, the Contractor shall submit for approval by the Agency a detailed description of proposed methods for accomplishing the construction work required under the Contract, to include methods for protecting Railroad traffic. Approval by the Agency shall not serve in any way to relieve the Contractor of complete responsibility for the adequacy and safety of the proposed methods.
- (b) Prior to beginning work, the Contractor shall submit for the approval of the Engineer a detailed description of the procedure(s) for work to be performed over, under, within, or adjacent to the Railroad right-of-way. Work shall not proceed until the proposed procedure(s) have been approved by the Agency.

57. CONSTRUCTION REQUIREMENTS. The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Railroad right-of-way.

All work to be done under, upon, or over the Railroad right-of-way shall be performed by the Contractor in a manner satisfactory to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall give notice to the Railroad at least fifteen (15) days prior to the commencement of any work, or any portion of the work, over or adjacent to the Railroad right-of-way, so that necessary arrangements can be made promptly by the Railroad to protect railroad traffic.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Railroad written notice fifteen (15) days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same, with or without load, brings the equipment within the fouling limit.

Equipment of the Contractor to be used adjacent to the tracks shall be in first-class condition so as to fully prevent failures of defective equipment that might cause delay in the operation of trains or damage to Railroad facilities. The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad. Under no circumstance shall any equipment or materials be placed or stored within 25 feet from the centerline of the track, unless otherwise directed.

Materials and equipment belonging to the Contractor shall not be stored adjacent to tracks without first obtaining permission from the Railroad. The Agency and/or Railroad will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the tracks adjacent to the site clear of all refuse and debris and shall leave the property in the condition existing before the start of construction operations.

The Contractor shall consult with the Railroad to determine the type of protection required to ensure safety and continuity of Railroad traffic incidental to the particular methods of operation and equipment to be used in the work. Any Construction Inspectors, track foremen or track watchmen, signalmen, or other employees deemed necessary for protective services by the Railroad, or its duly authorized representative to ensure the safety of trains contingent upon the Contractor's operations, shall be obtained from the Railroad by the Contractor.

The providing of such watchmen and other precautionary measures shall not, however, relieve the Contractor from liability for payment of damages caused by the Contractor's operations.

58. FLAGGING AND PROTECTIVE SERVICES. The Contractor shall make all arrangements with the Agency and the Railroad, as applicable, for railroad employees required for flagging and protective services.

Railroad flaggers shall be furnished in accordance with Section 630.

59. METHOD OF MEASUREMENT. The quantity of Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.) to be measured for payment will be on a lump unit basis for the specified railroad flagging and protective services provided.

60. BASIS OF PAYMENT. Payment for Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.) will be as follows:

- (a) A lump unit of twenty thousand dollars (\$20,000) has been included in the bid proposal for flagging and protective services. Payment will be for reimbursing the Contractor for the actual invoice amounts paid to the Railroad by the Contractor for flagging and protective services. The Contractor shall submit four copies of paid receipted itemized bills from the Railroad for the flagging and protective services charges to the Agency for review and approval. The Contractor's overhead will not be reimbursed.
- (b) The lump unit will be adjusted to the actual amount paid to the Railroad for flagging and protective services, after review and approval of paid invoices.

No additional payment will be made under this Contract item. All other costs for coordination and maintenance of rail traffic in accordance with these provisions will be considered incidental to Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.).

If the Contract is not completed within the specified time limit for completion of the Contract (or authorized extended time), no payment will be made for any costs incurred beyond the specified time of completion.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.)	Lump Unit

BITUMINOUS CONCRETE PAVEMENT, TYPE IVB

61. 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 490 of the Standard Specifications.

62. MATERIALS. Materials shall meet the requirements of Section 490 of the Standard Specifications.

63. COMPOSITION OF MIXTURE.

(a) Design Criteria. Design criteria shall meet the requirements of Subsection 490.03 of the Standard Specifications and additional requirements as specified herein.

- (1) Type IVB Material shall have an air void target of 3.0% (with a 1.0% production tolerance).
- (2) Type IVB bituminous material shall be designed and produced with a 0.0% RAP content.
- (3) Type IVB material shall meet the gradation requirements of Superpave Bituminous Concrete Pavement Type IVS as contained in Table 490.03A of Section 490.

64. COMPACTION. Compaction shall meet the requirements of Subsection 490.14 of the Standard Specifications as modified herein.

The density of the compacted pavement shall be at least 92.0%, but not more than 97.0%, of the corresponding average maximum specific gravity for each mix type (each mix design) of bituminous mix placed upon any individual bridge deck and a pay factor adjustment applied as per the table below. For material that falls outside of this range, payment will be made by adjusting the production totals in accordance with the table below.

TABLE 490.14A - DENSITY PAY FACTORS (BRIDGE MIX)

Average Density, %	Density Pay Factor, PF(d)
89.0 - 90.4	- 0.250
90.5 - 91.9	- 0.150
92.0 - 93.4	0.000
93.5 - 95.4	0.150
95.5 - 97.0	0.000
97.1 - 98.5	-0.150

For material with an average density that is less than 89.0% or in excess of 98.5%, the material will be removed and replaced by the Contractor at no expense to the Agency.

It shall be the responsibility of the Contractor to conduct proper process control the Contractor deems necessary. Acceptance testing will be conducted by Agency personnel using cores extracted and provided by the Contractor. The cores taken for acceptance testing will be the final cores taken for determination of density.

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

Bridge decks with a length equal to or greater than 6m (20 feet) will be cored for the purpose of analyzing density of the bridge deck pavement per this Subsection. The minimum number of cores samples, or "sublots", to be analyzed per bridge deck shall not be less than 4. Core sublots will be restricted to travel and passing lanes only and will be taken at the rate of 2 sublots per bridge deck lane for those bridges less than or equal to 400 feet in length. For those bridges greater than 400 but less than or equal to 650 feet in length, core samples will be taken at the rate of 3 sublots per bridge deck lane. For those bridges greater than 650 feet in length, core samples will be taken at the rate of 4 sublots per bridge deck lane. Core samples will not be taken within 150 mm (6 inches) of a longitudinal construction joint nor within 5 m (15 feet) of a mechanical bridge joint. Random and independent mat and / or shoulder core sampling locations may be selected by the Engineer to afford verification of this Subsection.

Additionally, for those Contracts having single, or multiple, bridge decks within the project limits, each individual bridge deck shall be considered a "lot" for the purpose of analyzing for density with any associated density pay factor adjustment applied to that lot. Bridge decks of a length less than 6m (20 feet) will not be analyzed for density.

All compaction equipment used to achieve bridge deck compaction shall be "static" in nature. Vibratory equipment may be used provided that equipment is operated in "static" mode. All requirements of this provision and Subsection 490.14 shall apply regardless of the type of compaction equipment used.

When the Contract does not provide for a mat density pay adjustment, the Contractor shall, prior to performing any construction operations, submit to the Engineer for approval the proposed rolling pattern and compaction equipment intended to be used on the project. Random investigative cores shall be taken by Contractor personnel and submitted to the Engineer for the purpose of verifying the effectiveness of the compaction equipment and rolling pattern used. Pending results of any investigative cores, the Contractor shall make any necessary adjustments to achieve acceptable densities as defined herein.

65. METHOD OF MEASUREMENT. The quantity of Special Provision (Bituminous Concrete Pavement, Type IVB) 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 density pay factor, PF(d), for a lot of Special Provision (Bituminous Concrete Pavement, Type IVB) is less than or greater than 0.000, the measured quantity of Special Provision (Bituminous Concrete Pavement, Type IVB) placed that day, or placed per bridge for any bridge project, 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:

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

66. BASIS OF PAYMENT. The measured quantity of Special Provision (Bituminous Concrete Pavement, Type IVB) 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, Type IVB).

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, Type IVB).

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, Type IVB).

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 these 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, Type IVB).

Special Provision (Bituminous Concrete Pavement, Type IVB) 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, Type IVB), but will be incidental to the Contract item for the specified type of base course.

Special Provision (Bituminous Concrete Pavement, Type IVB) 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, Type IVB).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Mat Density Pay Adjustment, Type IVB) (N.A.B.I.)	Lump Unit
900.680 Special Provision (Bituminous Concrete Pavement, Type IVB)	Ton

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

April 3, 1997
Sheet 1 of 1

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
MONTPELIER**

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

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

ON FEDERAL-AID PROJECTS ONLY.

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

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

<u>Trucks, not including Driver Water Level Body Capacity</u>	<u>Minimum Rates Per YD per Hr.</u>
Trucks, Equipment Loaded	\$1.65



State of Vermont
Agency of Transportation

July 2015
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 Civil Rights website.

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 VTrans Civil Rights website . 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 the VTrans Civil Rights website. 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 of its subcontractors.

General Decision Number: VT160040 01/08/2016 VT40

Superseded General Decision Number: VT20150040

State: Vermont

Construction Type: Highway

County: Orleans 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)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUVT2011-025 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.....	\$ 13.72	1.69
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.....	\$ 15.56	0.00
OPERATOR: Crane.....	\$ 20.00	2.13
OPERATOR: Excavator.....	\$ 18.64	1.36
OPERATOR: Grader/Blade.....	\$ 18.44	3.50
OPERATOR: Loader.....	\$ 19.20	4.35
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).....	\$ 16.55	3.51
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 15.97	1.14
TRUCK DRIVER: Distributor Truck.....	\$ 17.89	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.72	4.39

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

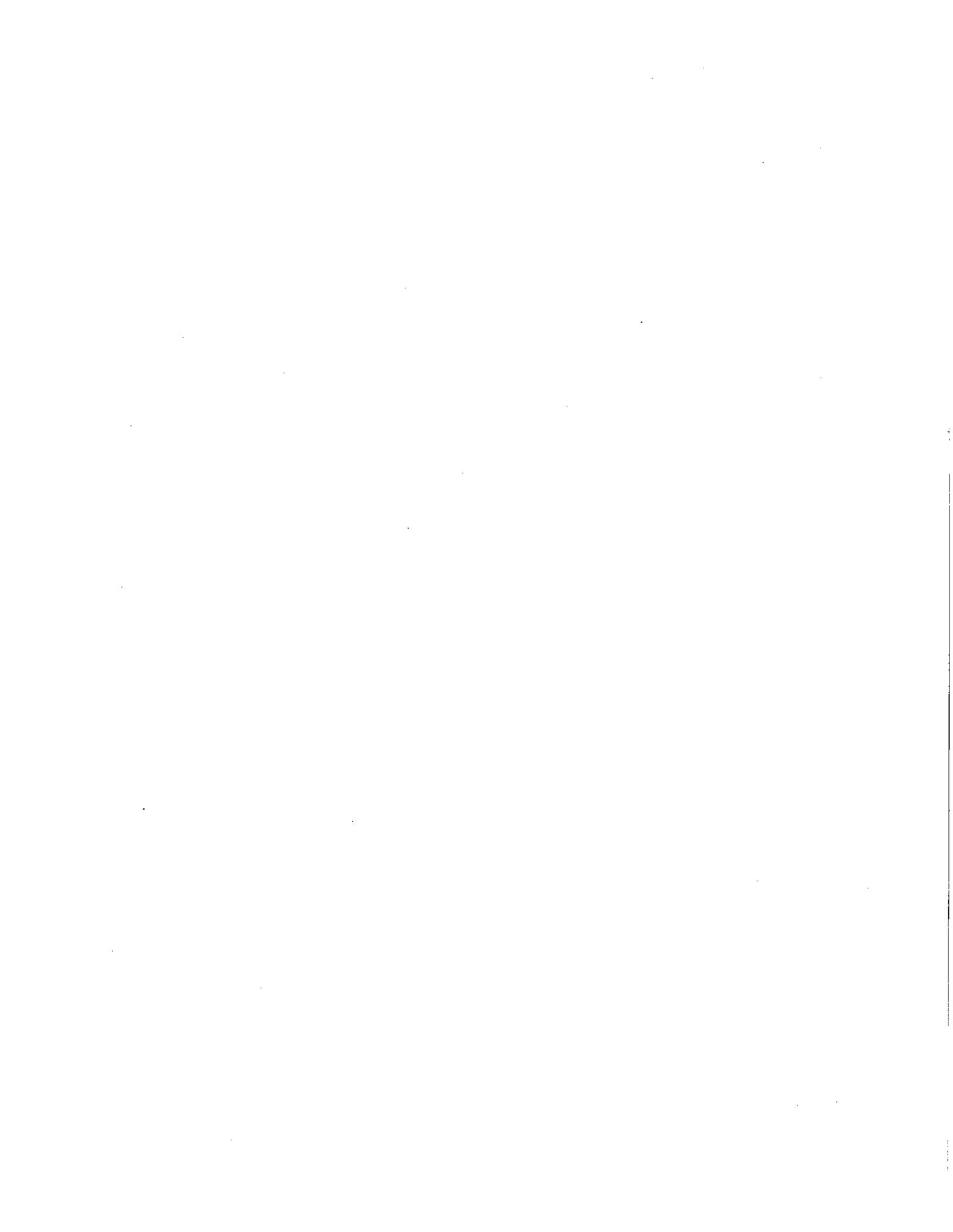
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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:

$$PA = [(QAC + (ACEA \times 0.001 \times QEA)) \times (PP - IP)] \text{ [Metric]}$$

$$PA = [(QAC + (ACEA \times 0.05 \times QEA)) \times (PP - IP)] \text{ [English]}$$

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:

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

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.



State of Vermont
Agency of Transportation
CONTRACTORS EEO CERTIFICATION FORM

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

The bidder, hereby certifies that he/she has 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, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Presidents committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

J.P. Sicard Inc.
Company

Jason Sicard
By

President
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.



CONSTRUCTION CONTRACT

1. Parties. This is a construction contract made this 18th day of April, 2016 between the State of Vermont, by its Agency of Transportation (hereafter called "State" or "Agency"), and J.P. Sicard, Incorporated of 234 Glover Road, VT 16, Barton, VT 05822, a corporation, incorporated under the laws of the State of Vermont, its successors and assigns, (hereafter called Contractor).

2. Subject Matter. The Contractor, in consideration of the payment or payments specified in this Contract and agreed to by State, hereby agrees to furnish all the materials and to perform all the work and labor in the improvement of a certain project in the Town of Irasburg, County of Orleans, State of Vermont, being approximately 600 Feet in length, at the unit prices bid by Contractor for the respective estimated quantities, aggregating approximately the sum of Two Million One Hundred Twenty Seven Thousand Nine Hundred Ninety One Dollars and Thirty Cents (\$2,127,991.30), and such other items, as are mentioned in the original Proposal. The original Proposal and prices named, together with the Standard Specifications for Construction ("Specifications") as are listed in the Schedule of Prices, are made a part of this Contract. Also, the drawings of the roadway prepared by the Agency, as verified by the Agency are made a part this Contract.

The project is situated as follows:

Irasburg IM DECK (46); LOCATED IN THE TOWN OF IRASBURG, ON INTERSTATE 91, APPROXIMATELY 0.430 MILES SOUTHERLY OF THE IRASBURG/BROWNINGTON TOWN LINE.

The construction consists of: WORK TO BE PERFORMED UNER THIS PROJECT INCLUDES THE REPLACEMENT OF THE EXISTING BRIDGE DECK INCLUDING RELATED APPROACH WORK.

3. Labor and Material; Specifications. The Contractor shall perform all the work and labor in the best and most workmanlike manner. The materials and labor shall be in strict and entire conformity, in every respect, with the Specifications and drawings and shall be subject to the inspection and approval of the Agency. If any of the material or labor shall be rejected by the Agency as defective or unsuitable, then the Contractor shall remove and replace the defective or unsuitable materials with other approved materials and do the labor anew, to the satisfaction and approval of the Agency, at the cost and expense of the Contractor. The Standard Specifications for Construction, approved and adopted by the Agency in 2011 are incorporated herein, and made a part of this Contract.

4. Time for Performance; Liquidated Damages. The Contractor shall furnish the materials and perform the labor in every respect to the satisfaction and approval of the Agency, on or before November 4, 2016 after written notice has been given by the Engineer to begin work. In case of the failure on the part of the Contractor, for any reason, except as provided in this Contract, to complete the furnishing of the materials and performing the work on or before November 4, 2016 the State shall deduct from any moneys due or which may become due the Contractor, or if no moneys shall be due, the State shall have the right to recover the amount of liquidated damages as provided in the Specifications for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms of the Contract. Any such deductions or sums to be recovered are not penalties but liquidated damages. However, the Agency at its discretion, shall make allowance over the period specified for the completion of the work, for causes over which the Contractor has no control and which must delay the completion of the work, in such case, the Contractor shall become liable for liquidated damages for delays beginning from the date on which the extended period shall expire.

5. Extra Work or Materials; Claims. The Contractor understands and agrees that the Agency will not allow any claim for extra work or materials, not specifically provided in this Contract. The Contractor shall not do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the Agency. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the Agency. The State will not be liable for any materials furnished or used or for any work or labor done, unless the materials, work or labor are required of the Contractor on written order furnished by the Agency. Any such work or material which may be done or furnished by the Contractor without such written order first being given by the Agency shall be at the Contractor's own risk, cost and expense. The Contractor agrees that without such written order the Contractor shall make no claim for compensation for work or materials so done or furnished.

6. Assignment; Subcontracting. The Contractor shall not assign this Contract or any part of this Contract, or any right to any moneys to be paid the Contractor under this Contract, without the prior written approval of the Agency. The Contractor shall not subcontract any part of the work to be done or materials furnished under the Contract without the written approval of the Agency.

7. Acceptance of Final Payment; Release. The Contractor's acceptance of the final payment shall be considered as a release in full of all claims against the State of Vermont arising out of, or by reason of the work done and materials furnished under this Contract.

8. Bonds. The Bonds given by the Contractor, a Compliance Bond in a sum equal to one-hundred (100) per centum, and a Labor and Materials Bond in the sum equal to one-hundred (100) per centum of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are attached to and made a part of this Contract.

9. Dispute Resolution; Exclusivity of Administrative Remedies. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part of this Contract, or any breach of this Contract shall be referred to the Secretary of Transportation, whose decision and award shall be final, binding and conclusive upon all parties, subject to the right of appeal to the Transportation Board under 19 V.S.A. § 5(d) (4). All other rights or rights of action at law or in equity under and by virtue of this Contract and all matters connected with and relating to this Contract are hereby expressly waived.

10. Compensation for Contract Work. The Contractor agrees to receive the prices set forth in the following Schedule of Prices as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete this Contract to the satisfaction of the Agency.

CONTRACT SCHEDULE

CONTRACT ID: 15A116

PROJECT(S): IRASBURG IM DECK(46)

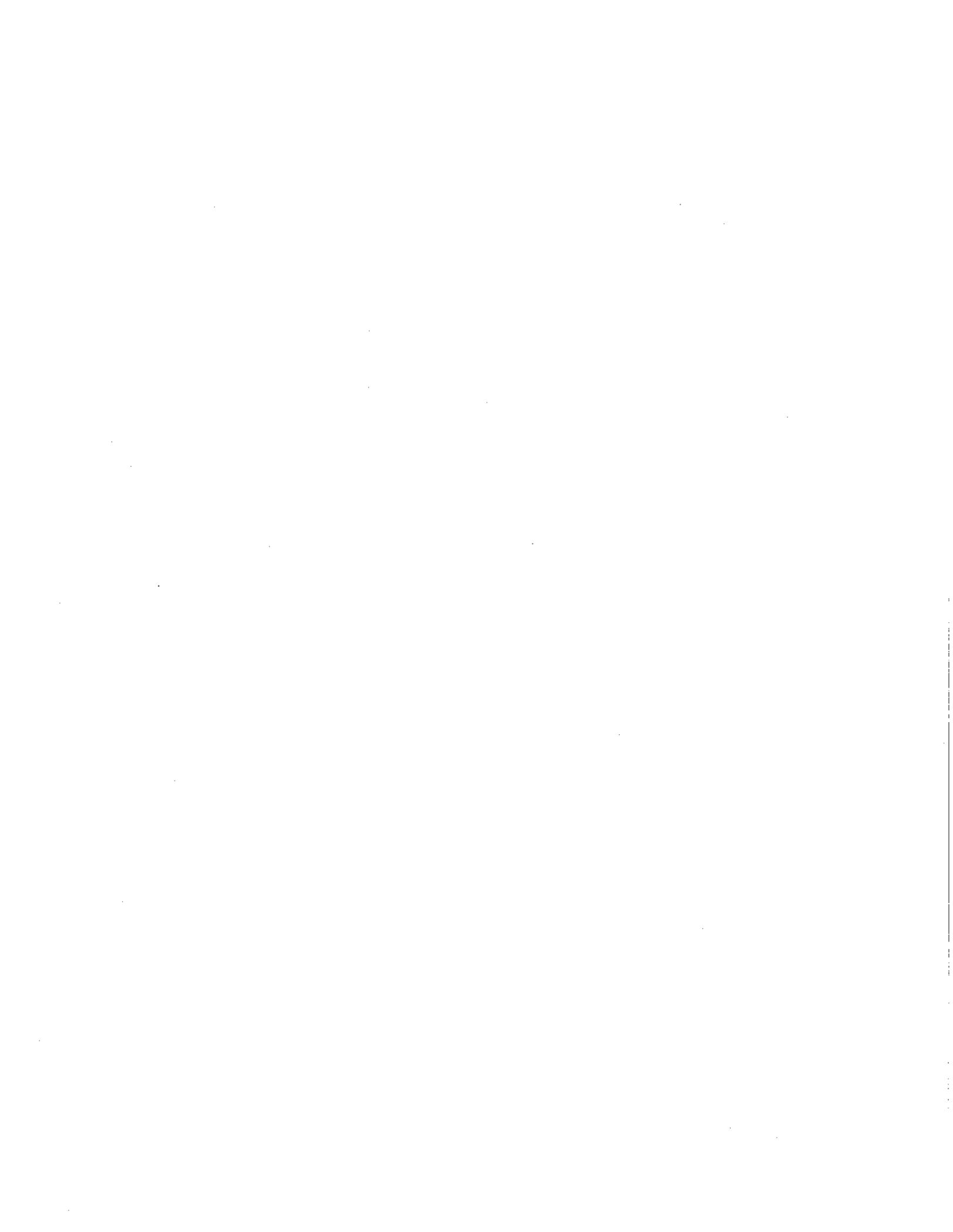
LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0005	203.15 COMMON EXCAVATION	20.000	10.00000		200.00	
		CY				
0010	204.22 TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A. B.I.)	1.000	75.00000		75.00	
		CY				
0015	204.30 GRANULAR BACKFILL FOR STRUCTURES	15.000	20.00000		300.00	
		CY				
0020	210.10 COLD PLANING, BITUMINOUS PAVEMENT	900.000	15.00000		13,500.00	
		SY				
0025	402.12 AGGREGATE SHOULDERS	6.000	40.00000		240.00	
		TON				
0030	404.65 EMULSIFIED ASPHALT	38.000	84.00000		3,192.00	
		CWT				
0035	406.50 PRICE ADJUSTMENT, ASPHALT CEMENT (N.A.B.I.)	1.000	1.00000		1.00	
		LU				
0040	501.33 CONCRETE, HIGH PERFORMANCE CLASS A	618.000	900.00000		556,200.00	
		CY				
0045	506.60 STRUCTURAL STEEL	500.000	30.00000		15,000.00	
		LB				
0050	507.11 REINFORCING STEEL, LEVEL I	184,463.000	1.20000		221,355.60	
		LB				
0055	507.16 DRILLING AND GROUTING DOWELS	72.000	27.00000		1,944.00	
		LF				

CONTRACT SCHEDULE

CONTRACT ID: 15A116

PROJECT(S) : IRASBURG IM DECK(46)

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0060	514.10 WATER REPELLENT, SILANE	38.000 GAL	65.00000		2,470.00	
0065	516.10 BRIDGE EXPANSION JOINT, ASPHALTIC PLUG	54.000 LF	149.00000		8,046.00	
0070	519.20 SHEET MEMBRANE WATERPROOFING, TORCH APPLIED	1,941.000 SY	20.00000		38,820.00	
0075	524.11 JOINT SEALER, HOT POURED	79.000 LF	19.00000		1,501.00	
0080	525.10 REMOVAL OF EXISTING BRIDGE RAILING	58.000 LF	31.00000		1,798.00	
0085	525.33 BRIDGE RAILING, GALVANIZED 2 RAIL BOX BEAM	952.350 LF	117.00000		111,424.95	
0090	529.10 REMOVAL OF BRIDGE PAVEMENT	670.000 SY	16.00000		10,720.00	
0095	529.20 PARTIAL REMOVAL OF STRUCTURE	1.000 EACH	200,000.00000		200,000.00	
0100	529.25 REMOVAL OF CONCRETE OR MASONRY	5.000 CY	500.00000		2,500.00	
0105	580.10 REPAIR OF CONCRETE SUPERSTRUCTURE SURFACE, CLASS I	10.000 SY	270.00000		2,700.00	
0110	580.11 REPAIR OF CONCRETE SUPERSTRUCTURE SURFACE, CLASS II	25.000 SY	440.00000		11,000.00	



CONTRACT SCHEDULE

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PROJECT(S): IRASBURG IM DECK(46)

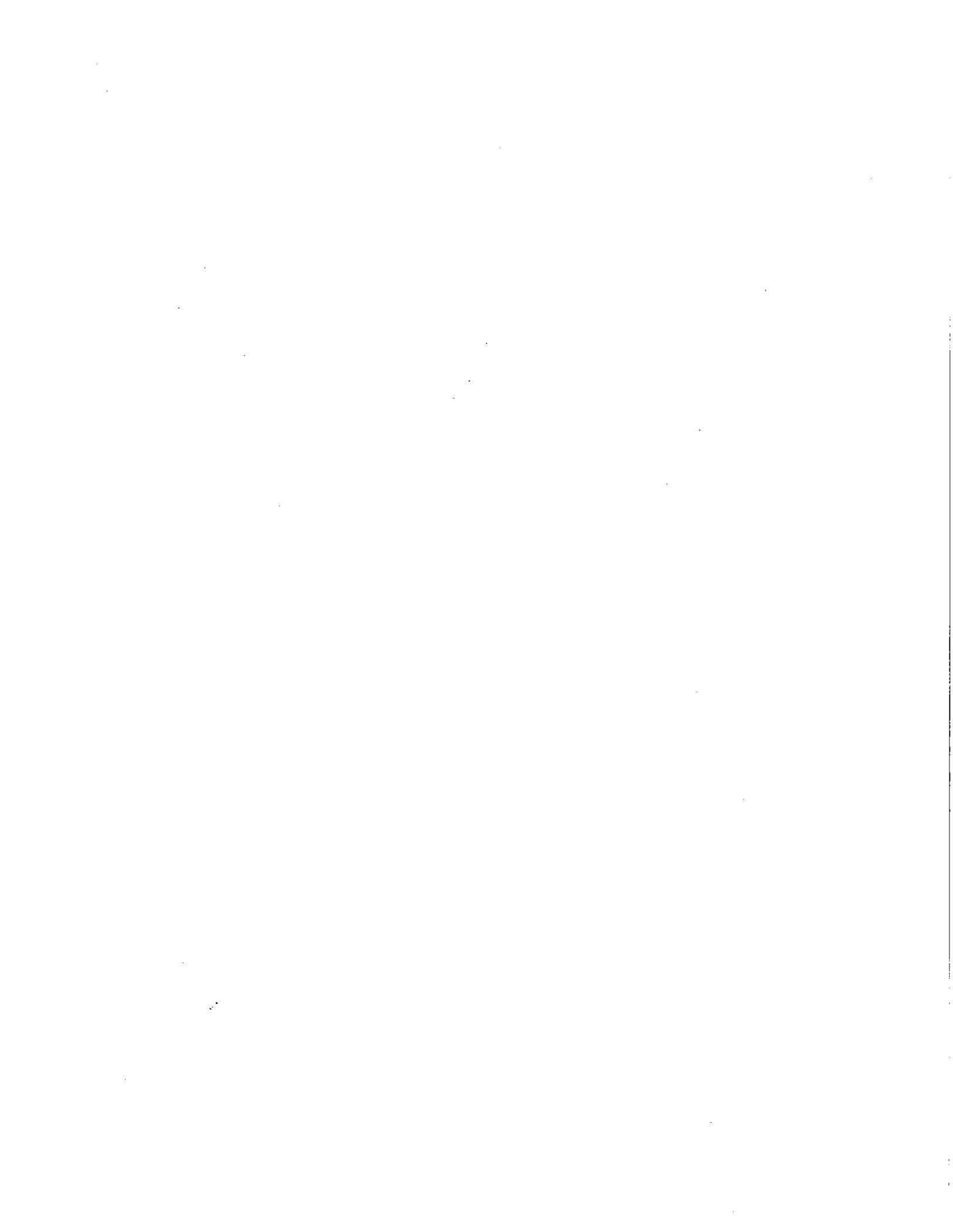
LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0115	580.12 REPAIR OF CONCRETE SUPERSTRUCTURE SURFACE, CLASS III	3.000 CY	1,300.00000		3,900.00	
0120	580.13 REPAIR OF CONCRETE SUBSTRUCTURE SURFACE, CLASS I	15.000 SY	400.00000		6,000.00	
0125	580.14 REPAIR OF CONCRETE SUBSTRUCTURE SURFACE, CLASS II	15.000 SY	800.00000		12,000.00	
0130	580.16 SURFACE PREPARATION FOR MEMBRANE	6,025.000 SF	0.15000		903.75	
0135	608.25 ALL PURPOSE EXCAVATOR RENTAL, TYPE I	5.000 HR	100.00000		500.00	
0140	608.37 TRUCK RENTAL	5.000 HR	90.00000		450.00	
0145	616.28 CAST-IN-PLACE CONCRETE CURB, TYPE B	160.000 LF	29.00000		4,640.00	
0150	620.75 SNOW BARRIER	238.000 LF	56.00000		13,328.00	
0155	621.20 STEEL BEAM GUARDRAIL, GALVANIZED	112.500 LF	18.00000		2,025.00	
0160	621.60 ANCHOR FOR STEEL BEAM RAIL	2.000 EACH	819.00000		1,638.00	
0165	621.72 GUARDRAIL APPROACH SECTION, GALVANIZED 2 RAIL BOX BEAM	4.000 EACH	5,607.00000		22,428.00	

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PROJECT(S): IRASBURG IM DECK(46)

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0170	621.75 REMOVE AND RESET GUARDRAIL	50.000	11.00000		550.00	
		LF				
0175	621.80 REMOVAL AND DISPOSAL OF GUARDRAIL	190.000	2.00000		380.00	
		LF				
0180	630.10 UNIFORMED TRAFFIC OFFICERS	80.000	75.00000		6,000.00	
		HR				
0185	630.15 FLAGGERS	150.000	35.00000		5,250.00	
		HR				
0190	631.10 FIELD OFFICE, ENGINEERS	1.000	12,000.00000		12,000.00	
		LS				
0195	631.16 TESTING EQUIPMENT, CONCRETE	1.000	500.00000		500.00	
		LS				
0200	631.17 TESTING EQUIPMENT, BITUMINOUS	1.000	500.00000		500.00	
		LS				
0205	631.26 FIELD OFFICE TELEPHONE (N.A.B.I.)	3,000.000	1.00000		3,000.00	
		DL				
0210	635.11 MOBILIZATION/DEMOBILIZATION	1.000	273,000.00000		273,000.00	
		LS				
0215	641.15 PORTABLE CHANGEABLE MESSAGE SIGN	2.000	6,000.00000		12,000.00	
		EACH				
0222	646.424 DURABLE 6 INCH WHITE LINE, POLYUREA	950.000	2.00000		1,900.00	
		LF				



CONTRACT SCHEDULE

DATE : 04/01/16

REVISED: 03/30/16

CONTRACT ID: 15A116

PROJECT(S): IRASBURG IM DECK(46)

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0227	646.434 DURABLE 6 INCH YELLOW LINE, POLYUREA	750.000 LF	2.00000		1,500.00	
0230	675.50 REMOVING SIGNS	5.000 EACH	16.00000		80.00	
0235	675.60 ERECTING SALVAGED SIGNS	5.000 EACH	53.00000		265.00	
0240	676.10 DELINEATOR WITH STEEL POST	2.000 EACH	105.00000		210.00	
0245	900.620 SPECIAL PROVISION (BRIDGE SCUPPER)	16.000 EACH	2,200.00000		35,200.00	
0250	900.620 SPECIAL PROVISION (CPM SCHEDULE)	6.000 EACH	1,000.00000		6,000.00	
0255	900.640 SPECIAL PROVISION (PAVEMENT JOINT ADHESIVE)	3,745.000 LF	1.00000		3,745.00	
0260	900.640 SPECIAL PROVISION (REMOVE AND REPLACE COMPRESSION JOINT SEAL)	58.000 LF	20.00000		1,160.00	
0265	900.645 SPECIAL PROVISION (TRAFFIC CONTROL, ALL INCLUSIVE)	1.000 LS	400,000.00000		400,000.00	
0270	900.650 SPECIAL PROVISION (MAINTENANCE OF RAILROAD TRAFFIC) (N.A.B.I.)	1.000 LU	20,000.00000		20,000.00	
0275	900.650 SPECIAL PROVISION (MAT DENSITY PAY ADJUSTMENT - BRIDGE MIX - TYPE IVB) (N.A.B.I.)	1.000 LU	1.00000		1.00	

CONTRACT SCHEDULE

DATE : 04/01/16

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PROJECT(S): IRASBURG IM DECK(46)

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0280	900.680 SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT - BRIDGE MIX - TYPE IVB)	425.000 TON	174.00000		73,950.00	
	TOTAL BID				2,127,991.30	

Project Name & Number: Irasburg IM DECK (46)
EMPLOYER IDENTIFICATION NUMBER _____

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 4/18/16

Signature: Chris Cole

Name: Chris Cole\Richard Tetreault

Agency: Transportation

By the Contractor:

Date: 4.11.16

Signature: Jean Sirois

Name: Jean Sirois

Title: President

