

Moretown STP BP19(3)  
Invitation to Bid

January 30, 2026

*Route 100B Sidewalk* – Moretown STP BP19(3)  
Moretown, VT

Contract Documents for

*Route 100B Sidewalk* – Moretown STP BP19(3)  
Moretown, VT

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

Owner:  
Town of Moretown  
Moretown Town Office  
79 School Street  
Moretown, VT 05660

January 30, 2026

**Bid Set No.** \_\_\_\_\_

## Table of Contents

Invitation for Bids  
Instructions to Bidders  
Bid Form  
Notices to Bidders

### Appendices

- A. Contractors EEO Certification Form CA-109
- B. Debarment & Non-Collusion Affidavit CA-91
- C. Worker Classification Compliance Requirement Form (*Prime Contractor*)
- D. Required Contract Provisions for Federal-Aid Construction, FHWA Form 1273
- E. Standard Federal EEO Specifications, EO 11246
- F. Vermont Minimum Labor & Truck Rates
- G. Disadvantaged Business Enterprise (DBE) Policy Contract Requirements, CR-110
- H. Example Compliance Bond Form
- I. Example Labor & Materials Bond Form
- J. Project Change Order Form
- K. Standard Title VI/Non-Discrimination Assurances Appendices A and E
- L. Certificate of Workers' Compensation Coverage (*Prime Contractor*)

### Project Specific Attachments

- US Department of Labor Davis-Bacon Rates
- Materials Record & Certification Package
- NEPA Clearances and other Project Permits
- 1111 Permit
- USPS Consent and Construction Agreement
- Right of Way Clear Certificate
- Utility & Railroad Clear Certificate
- Design Certificate
- Required components of the Transportation Management Plan (TMP Checklist, TTC, TO, PI) in accordance with the latest version of the [Work Zone Safety & Mobility Policy and Guidance document](#).

The following documents are available at:

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

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

**INVITATION TO BID  
Moretown STP BP19(3)**

Bids from pre-qualified contractors shall be accepted until **11:00 AM**, prevailing time on **Friday, February 20<sup>th</sup>, 2026** for construction of the project hereinafter described. A virtual public bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Bids can be submitted in person or electronically to:  
Cherilyn Brown, Town Clerk  
Town of Moretown  
79 School Street, 05660  
[townclerk@moretownvt.net](mailto:townclerk@moretownvt.net)

Moretown STP BP19(3) – Bid Opening  
Friday, February 20<sup>th</sup>, 2026 @ 11:00 AM via Zoom  
<https://us02web.zoom.us/j/87172495117?pwd=a8MAAnr9uwZHkeUNKlbY9i6d87O0Ft.1>  
Meeting ID: 871 7249 5117  
Passcode: 900569

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

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

All bidders shall be on the current VTRANS Contract Administration pre-qualified list "Contractors List of Bike and/or Pedestrian Path Category".

**LOCATION:** Beginning at a point on VT Route 100B beginning at the Moretown Library (approximately mile marker 0.90) and extending north to the intersection of Fletcher Road (approximately mile marker 1.16).

**TYPE OF CONSTRUCTION:** Work to be performed under this project includes: Construction of a new 5' wide sidewalk and granite curb and incidental work.

**CONTRACT COMPLETION DATE:** The Contract shall be completed on or before 11/15/2026.

**OBTAINING PLANS:** Plans may be obtained from Stantec in PDF format. There is no charge for the PDF; however, interested parties must make a request via email to [erik.alling@stantec.com](mailto:erik.alling@stantec.com) with the subject line **Moretown STP BP19(3) Plan Request**. Only bidders who obtain plans from Stantec will be eligible to bid on the project.

**ENGINEERS ESTIMATE:** For this Proposal the Engineers Estimate falls between \$500,000 and \$1,000,000.

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

Town of Moretown, 79 School Street, Moretown, VT

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

**QUESTIONS:** During the advertisement phase of this project all questions shall be addressed solely to Ken Robie, Municipal Project Manager at 802-435-5059 or [krobie@dubois-king.com](mailto:krobie@dubois-king.com). Questions received by February 13<sup>th</sup> will be formally responded to.

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

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

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

Moretown STP BP19(3)

Invitation to Bid

January 30, 2026

Debarment and Non-Collusion Affidavit (CA-91). **This affidavit must be signed and submitted with the bid.**

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

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

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

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

**INSTRUCTIONS TO BIDDERS**  
**Moretown STP BP19(3)**

**1. Bid Preparation and Submission**

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

## **2. Explanation and Interpretation to Prospective Bidders**

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

## **3. Addendum to Invitation for Bids**

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

## **4. Responsibility of Prospective Contractor**

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

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

## **5. Errors and/or Inconsistencies in Contract Documents**

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

**6. Availability of Lands for Work, Etc.**

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

**7. Familiarity with Laws, Ordinances and Regulations**

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

## **8. Late Submissions, Modifications, and Withdrawal of Bids**

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

## **9. Bid Opening**

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

## **10. Protests**

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

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

## **11. Rejection of Bids**

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

- b. The Municipality may reject a bid at the time of bid opening or following analysis to confirm the proposal.
- c. The Municipality may reject any or all bids, waive any or all technicalities, and/or advertise for new bids if the municipality, in consultation with VTrans, determines that the best interests of the Municipality, or the awarding authority, will be served.
- d. The Municipality will reject a bid submitted without a completed Debarment and Non-Collusion Affidavit.
- e. The Municipality will reject a bid submitted without a signed Contractors Equal Employment Certification Form.
- f. The Municipality will reject a bid submitted without a Bid Bond.
- g. The Municipality will reject bids which fail to acknowledge the bidder's receipt of any addendum if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- h. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Municipal Project Manager. Bids in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. For purposes of this subsection "mathematically unbalanced bid" and "materially unbalanced bid" shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.
- i. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the Agency's policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10.

## **12. Contract Award**

- a. The municipality will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering only price and any price related factors specified in the solicitation.

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

### 13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Bid guarantees of the two lowest bidders that have submitted bids that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all bids may be rejected, and all guarantees may be returned.

#### **14. Contract Bonds**

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

#### **15. Signing the Contract**

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within thirty (30) calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in(action) of the lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal, the bid guarantee accompanying the bid shall become the property of the Municipality, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).

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

## 16. Taxes and Insurance Requirements

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

## 17. Prompt Pay Compliance

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

## 18. Preconstruction Conference

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

## 19. Waste Borrow and Staging Areas

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

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

## 20. DBE Requirements

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

Current VTrans guidelines can be found at:

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

## 21. Contaminated Soils

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

## 22. Contract Documents

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

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

In the event that a bidder suspects or determines the proposal is incomplete, notify Ken Robie, Municipal Project Manager, at [krobie@dubois-king.com](mailto:krobie@dubois-king.com).

**BID FORM**  
**Route 100B Sidewalk**  
**Moretown STP BP19(3)**

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

\_\_\_\_\_ (a corporation, a partnership, of an individual)

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

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

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

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

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is 11/15/2026.

Bidder acknowledges receipt of the following Addenda:

\_\_\_\_\_

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ _____	\$ _____
	Unit Price in Words _____				
203.1500	Common Excavation	CY	900	\$ _____	\$ _____
	Unit Price in Words _____				
203.1600	Solid Rock Excavation	CY	45	\$ _____	\$ _____
	Unit Price in Words _____				
204.2000	Trench Excavation of Earth	CY	75	\$ _____	\$ _____
	Unit Price in Words _____				
204.2200	Trench Excavation of Earth, Exploratory (N.A.B.I.)	CY	1	\$ <u>75.00</u>	\$ <u>75.00</u>
	Unit Price in Words <u>Seventy Five Dollars</u>				
210.1000	Coarse-Milling, Bituminous Pavement	SY	235	\$ _____	\$ _____
	Unit Price in Words _____				
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	570	\$ _____	\$ _____
	Unit Price in Words _____				
301.3600	Subbase of Crushed Gravel, Fine Graded	CY	120	\$ _____	\$ _____
	Unit Price in Words _____				

Bid Form

404.1100 Tack Coat, Emulsified Asphalt

CWT 3 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

406.0430 Bituminous Concrete Pavement, Type IVS, QA Tier III

TON 70 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

406.3400 Bituminous Concrete Pavement, Non-Paver Placed, Type IVS

SY 580 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

601.2615 18 Inch CPEP(SL)

LF 80 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

604.2000 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

EA 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

604.4000 Changing Elevation of DIs, Catch Basins, or Manholes

EA 6 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

613.1002 Stone Fill, Type II

CY 10 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

616.2100 Vertical Granite Curb

LF 1275 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

616.3102 Bituminous Concrete Curb, Type B

LF 85 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

618.1005 Portland Cement Concrete Sidewalk, 5 Inch

SY 470 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

Moretown STP BP19(3)  
Bid Form

January 30, 2026

618.1008 Portland Cement Concrete Sidewalk, 8 Inch

SY 220 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

618.1500 Bituminous Concrete Sidewalk

TON 13 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

618.3000 Detectable Warning Surface

SF 50 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

619.2000 Removing and Resetting Property Markers

EACH 3 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

60.8100 Split Rail Fence

LF 40 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

625.5004 Direct Burial Conduit, 1 to 4 Conduits

LF 60 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

630.1500 Flaggers

HR 700 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

631.1600 Testing Equipment, Concrete

LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

635.1100 Mobilization/Demobilization

LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

641.1100 Traffic Control, All-Inclusive

LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

Moretown STP BP19(3)  
Bid Form

January 30, 2026

646.2010 4 Inch White Line, Waterborne Paint

LF 1500 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

646.3010 Letter or Symbol, Waterborne Paint

EA 7 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

646.3110 Crosswalk Marking, Waterborne Paint

LF 65 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.1500 Turf Establishment, General Seed

SY 350 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

651.3500 Topsoil

CY 40 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.1000 Hay Mulch

TON 0.25 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.2001 Rolled Erosion Control Product, Type I

SY 340 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.4002 Inlet Protection Device, Type II

EA 7 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

653.5500 Project Demarcation Fence

LF 1500 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

656.8500 Tree Protection

LS 1 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

Moretown STP BP19(3)  
Bid Form

January 30, 2026

675.2000 Traffic Sign, Flat Sheet Aluminum

SF 22 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

675.3410 Square Tube Sign Post and Anchor

LF 180 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

675.5000 Sign Removal, Flat Sheet Aluminum

EA 8 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

675.6000 Resetting Signs

EA 8 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price in Words \_\_\_\_\_

**Total Base Bid** \$ \_\_\_\_\_

Total Base Bid Written \_\_\_\_\_

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

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
Contractor

---

By

Signature

---

Title

---

Business Address

---

City

State

---

Date

ATTEST (Name and  
Signature): \_\_\_\_\_

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

**NOTICES TO BIDDERS**

**NOTICE TO BIDDERS – CONTRACT COMPLETION DATE.** This Contract shall be completed on or before November 15, 2026.

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

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

**NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.**

(a) During construction it will be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than 12 feet. This paved width shall remain free of obstructions and obstacles at all times.

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

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

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

Moretown: Cherilyn Brown, Town Clerk  
Town of Moretown  
79 School Street, townclerk@moretownvt.net  
802-882-8218

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

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

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

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

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

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

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

Contractor is required to coordinate with GMP and Waitsfield Telecom for the relocation of the service to the United States Postal Service Building.

Contacts:

Green Mountain Power

Jason Jones, Distribution Designer

Office: 802-229-7929

Mobile: 802-353-4599

[Jason.Jones@greenmountainpower.com](mailto:Jason.Jones@greenmountainpower.com)

## Notices to Bidders

Waitsfield Telecom  
Tripp Johnson  
Office: 802-496-3391  
Mobile: 802-793-2784  
[mjohnson@corp.wcvt.com](mailto:mjohnson@corp.wcvt.com)

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

**Emerald Ash Borer.**

As of 2018, emerald ash borer (EAB), *Agrilus planipennis*, has been confirmed within Vermont's borders. To provide an assurance of compliance with state and federal EAB laws the contractor shall adhere to the following: Known EAB infestation areas are changing rapidly. Therefore the Contractor shall consult the online version of the EAB Infested Area Map (Located here: [www.vtinvasives.org/land/emerald-ash-borer-vermont](http://www.vtinvasives.org/land/emerald-ash-borer-vermont)) on the same day cutting is to occur. If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture titled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", <https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf>. Tree material shall not be moved out of state. Alternatively, the Contractor may choose to hire a qualified professional (Arborist certified by the International Society of Arboriculture or Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however other tree species would not. The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

**Threatened and Endangered Species and Habitat**

The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the northern long-eared bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the northern long-eared bat. No suitable bat habitat is present within the project limits and Time-of-Year (TOY) restrictions will not apply. The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees  $\geq 3$ " in diameter outside of the contract project limits shall require review under sub-section 105.26 Opening Off-Site Activity Areas.

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

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

TABLE 1 – CONCURRENT CONSTRUCTION PROJECTS

Project	Contractor	Anticipated Contract Completion Date
MORETOWN STP CULV(171)	N/A	2028

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

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

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

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

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

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

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

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

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

**CONTRACT** –

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

**CONTRACT BOND(S)** –

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

**CONTRACTOR(S)** –

The individual, partnership, firm, corporation, any acceptable combination thereof, or a joint venture which is a party to the Contract with the Agency which is undertaking the performance of the work under the terms of the Contract and acting directly or through its agent(s) or employee(s). The term "Contractor" means the prime Contractor as differentiated from a Subcontractor. All Contractors must be registered with the Vermont Secretary of State. The Contractor will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

**SECRETARY** – Wherever the term Secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the Moretown Selectboard.

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

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

**ADD TO 101.02, DEFINITIONS**, the following definitions:

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

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

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

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

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

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

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

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

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

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

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

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

**OWNER** – Town of Moretown.

**PREQUALIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX B**

CA-91

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

I, \_\_\_\_\_, representing  
(Official Authorized to Sign Contracts)  
\_\_\_\_\_ of \_\_\_\_\_,  
(Individual, Partnership or Corporation) (City or State)

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

\_\_\_\_\_  
(Project Name)  
\_\_\_\_\_ project located on \_\_\_\_\_,  
(Project Number) (Route or Highway)  
bids opened at \_\_\_\_\_,  
(Town or City)

Vermont on \_\_\_\_\_, 20\_\_.  
(Date)

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

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

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Name of Individual Signing Affidavit) L.S.

(My commission expires \_\_\_\_\_)

\_\_\_\_\_  
(Title of Individual Signing Affidavit) L.S.

## APPENDIX B

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

EXCEPTIONS:

**APPENDIX C**

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

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT**

**Self Reporting  
Form 1 of 2**

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Request/Report Not Valid Unless Signed) \*

(Type or Print)

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

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

## APPENDIX D

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

## APPENDIX D

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

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

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

### 10. Assurances Required:

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

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

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

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

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

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

## APPENDIX D

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

## APPENDIX D

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

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

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

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

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

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

### 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records (29 CFR 5.5)

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

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

## APPENDIX D

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

## APPENDIX D

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### **10. Certification of eligibility (29 CFR 5.5)**

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

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

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

### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

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

## APPENDIX D

### 3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

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

## VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

## APPENDIX D

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

## APPENDIX D

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\*\*\*\*\*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

### **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

## APPENDIX D

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

\*\*\*\*\*

### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

## APPENDIX D

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

### **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

## APPENDIX D

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

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

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

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

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

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

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

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

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

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

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

**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 Sohoarie; NY Warren; NY Washington; VT Bennington	Indefinite	2.6	

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

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

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

**APPENDIX F**

CA101

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

April 3, 1997  
Sheet 1 of 1

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MONTPELIER**

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

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

ON FEDERAL-AID PROJECTS ONLY.

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

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

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

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY CONTRACT REQUIREMENTS

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

1. **Policy.** It is the policy of USDOT that DBEs as defined in 49 Code of Federal Regulation (CFR) Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 and 23 CFR, Chapter 1, Part 230, Subpart b apply to this contract.
2. **DBE Obligation.** The State and its Contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. **Each subcontract the prime contractor signs with a subcontractor must include this assurance:** *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as VTrans deems appropriate.*
3. **Sanctions for Noncompliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and after the notification of the Vermont Agency of Transportation, Secretary of Transportation, may result in termination of this contract by the State or such remedy as the State deems necessary.
4. **Inclusion in Subcontracts.** The Contractor shall insert in each of its subcontracts this Disadvantaged Business Enterprise (DBE) Policy and also a clause requiring its subcontractors to include this same Policy in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of the Policy in any further subcontract that may in turn be made. This Policy shall not be incorporated by reference.

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

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

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

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

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

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

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

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

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

This means that:

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

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

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

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

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

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

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

**Compliance With Prompt Payment Statute.** In accordance with Vermont's Prompt Payment Act and VTrans Standard Specifications for Construction, Section 107.01(g), the Contractor shall fully comply with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended.

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

**APPENDIX H**

**COMPLIANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in  
lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

## APPENDIX H

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

---

---

---

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

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

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

**APPENDIX H**

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, (No.)  
each one of which shall be deemed an original, this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_

Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_(s)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

Surety

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_

Witness as to Surety

\_\_\_\_\_

Address

## APPENDIX H

---

Address

**NOTE:** Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

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

**APPENDIX I**

**LABOR & MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

Hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly  
to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents.

**APPENDIX I**

The Condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

---

---

---

---

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

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

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

**APPENDIX I**

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_(s)

(SEAL)

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST: By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety Address

\_\_\_\_\_  
Address

## **APPENDIX I**

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

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

**APPENDIX J**

**CHANGE ORDER**

Date: \_\_\_\_\_

Change Order No: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract:

Justifications:

Change to Contract Price: \$ \_\_\_\_\_

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) decreased by: \$ \_\_\_\_\_

New Adjusted Contract Price: \$ \_\_\_\_\_

Change to Contract Time: \_\_\_\_\_

The Contract Time will be (increased) decreased by \_\_\_\_\_ Calendar days

The date for completion of all work will be \_\_\_\_\_

**APPROVALS**

Contractor: \_\_\_\_\_

Construction Inspector: \_\_\_\_\_

Municipality: \_\_\_\_\_

VTrans Project Manager: \_\_\_\_\_

## APPENDIX K

### *Assurance Appendix A*

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

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

## **APPENDIX K**

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

## APPENDIX K

### ***Assurance Appendix E***

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

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



# APPENDIX M

Project Specific Attachments

"General Decision Number: VT20260056 01/02/2026

Superseded General Decision Number: VT20250056

State: Vermont

Construction Type: Highway

County: Washington County in Vermont.

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

Modification Number 0 Publication Date 01/02/2026

SUVT2017-017 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 24.11	0.64
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN.....	\$ 28.15	2.03
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 20.36	3.87
INSTALLER - SIGN.....	\$ 18.01	2.48
IRONWORKER, REINFORCING.....	\$ 25.21	0.79
IRONWORKER, STRUCTURAL.....	\$ 31.81	4.65
LABORER: Concrete Worker.....	\$ 20.19	1.31
LABORER: Landscape.....	\$ 14.70	1.03
LABORER: Common or General, Includes Asphalt Raker, Shoveler, Spreader and Distributor.....	\$ 17.29	3.74
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.57	4.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.94	5.89
OPERATOR: Broom/Sweeper.....	\$ 19.25	5.97
OPERATOR: Bulldozer.....	\$ 21.05	4.38
OPERATOR: Crane.....	\$ 24.41	1.36
OPERATOR: Drill.....	\$ 19.83	3.94
OPERATOR: Grader/Blade.....	\$ 21.13	5.53

OPERATOR: Loader.....	\$ 21.65	4.70
OPERATOR: Mechanic.....	\$ 23.48	6.17
OPERATOR: Milling Machine.....	\$ 22.50	10.24
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.41	7.18
OPERATOR: Pounder.....	\$ 22.65	0.00
OPERATOR: Roller.....	\$ 19.44	6.00
OPERATOR: Screed.....	\$ 22.80	10.55
TRAFFIC CONTROL: Flagger.....	\$ 13.07	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.20	6.71
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 19.12	3.31
TRUCK DRIVER: Distributor Truck.....	\$ 22.55	11.87

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

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

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

information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

-----

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

"



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(a) Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(b) Low-Alloy Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(c) Epoxy-Coated Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(d) Dual-Coated Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(e) Continuous Galvanized Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(f) Low-Carbon, Chromium, Steel Bars

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(g) Hot-Dipped Galvanized Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 713.01(h) Solid Stainless Reinforcing Steel

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 715.01(b) Gray Iron Castings

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 715.01(c) Ductile Iron Castings

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 1 EA

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 604.2000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " D " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 727.06 Plank Rail Fence

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 40 LF

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 620.4500 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**



**Municipal Assistance Section  
Materials Acceptance Program**

**Record of Manufactured Material Certification  
Type " BA " Certification**

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

WE HEREBY CERTIFY the following material: 752.06(c) PVC Coated Rigid Metal Conduit (RMC)

Identified by (Lot #, Batch #, Heat #, Unique Identifier) : \_\_\_\_\_

For use on (Project Line Number): \_\_\_\_\_

In the quantity of: 60 LF

Furnished by (Contractor or Supplier): \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

CONFORMS TO ALL REQUIREMENTS OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2024 STANDARD SPECIFICATIONS, PERTINENT PROJECT PLANS, AND SPECIAL PROVISIONS FOR THE ABOVE CONTRACT FOR PAY ITEM NUMBER(S) LISTED AS FOLLOWS: 625.5000 AND THAT PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMITY WITH ALL APPLICABLE SPECIFICATIONS, DRAWINGS AND/OR STANDARDS OF ALL MATERIALS FURNISHED.

By signing you certify that all materials subject to the Buy America Provision comply with said provision. I understand that this is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq.

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
Company and Affiliation

Contact Information: \_\_\_\_\_  
(Telephone Number and Email Address)

NOTE: The Manufacturer is the only entity that can conclusively certify that all tests have been performed on the material and that the results of those tests meet VTrans specifications. However, if the supplier or contractor can provide documentation that establishes an auditable chain of custody for the material that also shows it meets VTrans specifications then they can accept full legal responsibility for the manufacture of the material and sign the certification form.

Certifications for materials requiring a Type "C" or "D" certification as specified by the Vermont Standard Specification for Construction, General Special Provisions, or Contract Documents must include a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC).

The signor of this form is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq., and shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act.

**THIS CERTIFICATION MUST BE COMPLETED & RETURNED TO THE PROJECT INSPECTOR  
AND/OR RESIDENT ENGINEER**

**PDB Municipal Assistance**  
**Materials Acceptance Program - Certification Unit**

**Date:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Company / Title:** \_\_\_\_\_

**Contract Name and Number:** Moretown STP BP19(3)

*The following materials, covered by the Agency's "Approved Products List", were inspected and authorized for use on the above project.*

<b>Project</b>	<b>Pay Item No. &amp; Name</b>	<b>Product Name:</b>	<b>Quantity:</b>	<b>Manufacturer/Supplier Name &amp; Loc.:</b>
<b>Line No.</b>	<b>Material Subsection &amp; Description:</b>			
	404.11-TACK COAT, EMULSIFIED ASPHALT 702.02(a)(1)-Anionic Emulsified Asphalt, RS-1		3 CWT	
	404.11-TACK COAT, EMULSIFIED ASPHALT 702.02(a)(2)-Anionic Emulsified Asphalt, RS-1h		3 CWT	
	404.11-TACK COAT, EMULSIFIED ASPHALT 702.02(b)(1)-Cationic Emulsified Asphalt, CRS-1		3 CWT	
	404.11-TACK COAT, EMULSIFIED ASPHALT 702.02(b)(2)-Cationic Emulsified Asphalt, CRS-1h		3 CWT	
	601.2615-18 INCH CPEP(SL) 710.03-Corrugated Polyethylene Pipe (CPEP)		80 LF	
	604.2-PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE 705.03-Precast Drop Inlets, Catch Basins, and Manholes		1 EA	
	604.4-CHANGING ELEVATION OF DROP INLETS, CATCH BASINS, OR MANHOLES 707.01(e)(1)-Mortar, Type IV, Pre-Packaged		6 EA	

**PDB Municipal Assistance**  
**Materials Acceptance Program - Certification Unit**

**Date:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Company / Title:** \_\_\_\_\_

**Contract Name and Number:** Moretown STP BP19(3)

*The following materials, covered by the Agency's "Approved Products List", were inspected and authorized for use on the above project.*

<b>Project</b>	<b>Pay Item No. &amp; Name</b>	<b>Product Name:</b>	<b>Quantity:</b>	<b>Manufacturer/Supplier Name &amp; Loc.:</b>
<b>Line No.</b>	<b>Material Subsection &amp; Description:</b>			
	618.1005-PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH 726.10-Water Repellent, Silane		470 SY	
	618.1008-PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH 726.10-Water Repellent, Silane		220 SY	
	618.3-DETECTABLE WARNING SURFACE 751.03-Detectable Warning Surface		40 SF	
	646.201-4 INCH WHITE LINE, WATERBORNE PAINT 708.07(c)-Waterborne Paint		1500 LF	
	646.201-4 INCH WHITE LINE, WATERBORNE PAINT 754.01(a)-Optics, Type I		1500 LF	
	646.311-CROSSWALK MARKING, WATERBORNE PAINT 708.07(c)-Waterborne Paint		65 LF	
	646.311-CROSSWALK MARKING, WATERBORNE PAINT 754.01(a)-Optics, Type I		65 LF	

**PDB Municipal Assistance**  
Materials Acceptance Program - Certification Unit

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Company / Title: \_\_\_\_\_

Contract Name and Number: Moretown STP BP19(3)

*The following materials, covered by the Agency's "Approved Products List", were inspected and authorized for use on the above project.*

<b>Project</b>	<b>Pay Item No. &amp; Name</b>	<b>Product Name:</b>	<b>Quantity:</b>	<b>Manufacturer/Supplier Name &amp; Loc.:</b>
<b>Line No.</b>	<b>Material Subsection &amp; Description:</b>			
	646.301-LETTER OR SYMBOL, WATERBORNE PAINT 708.07(c)-Waterborne Paint		7 EA	
	646.301-LETTER OR SYMBOL, WATERBORNE PAINT 754.01(a)-Optics, Type I		7 EA	
	653.2001-ROLLED EROSION CONTROL PRODUCT, TYPE I 755.11(a)-Rolled Erosion Control Product, Type I		7 EA	
	675.2-TRAFFIC SIGN, FLAT SHEET ALUMINUM 750.04-Retroreflective Sheeting		22 SF	

Vermont Agency of Transportation  
Municipal Assistance Section

RE:  
Project Manager: C. Hunt  
Project: Moretown STP BP19(3)

**Materials  
Testing Record**

QAP Level: 3

Pay Item #	Spec. #	Description	Tests	Frequency	Qty.
301.2500	704.05(c)	Crushed Gravel for Subbase, Coarse Graded	Gradation	1/Source	570 CY
			Moisture-Density	1/Source <sup>10</sup>	
			Moisture	1/Source	
			Density	1/Source	
301.2600	704.05(b)	Crushed Gravel for Subbase, Fine Graded	Gradation	1/Source	120 CY
			Moisture-Density	1/Source <sup>10</sup>	
			Moisture	1/Source	
			Density	1/Source	
404.1100	702.02(a)(1)	Anionic Emulsified Asphalt, RS-1	Penetration @ 25°C	1/Project	3 CWT
			Residue		
	702.02(a)(2)	Anionic Emulsified Asphalt, RS-1h	Penetration @ 25°C	1/Project	
			Residue		
	702.02(b)(1)	Cationic Emulsified Asphalt, CRS-1	Penetration @ 25°C	1/Project	
			Residue		
	702.02(b)(2)	Cationic Emulsified Asphalt, CRS-1h	Penetration @ 25°C	1/Project	
			Residue		
406.0430	702.01	Performance-Graded Asphalt Binder	Effect of Heat and Air	1/Project	70 Tons
			Flexural Creep		
			Rheological Properties (Original, RTFO, & PAV)		
	716.02(b)	Superpave Mixtures	Air Voids		
618.1005 618.1008	541	Concrete, Class B	Air	1/75 CY <sup>4</sup>	690 SY
		Temperature			
		Compressive Strength			

Notes:

4	Temperature and air content will be checked at the beginning of the first load. This will not be counted as the acceptance test.
10	For projects less than 1,000 CY of subbase material, the Agency shall be responsible for testing and projects 1,000 CY and over the Contractor is responsible for the determination of the target density. For

DESIGN CERTIFICATION

Municipal Project Manager's Name / Address

---

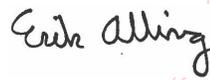
Chris Hunt, Project Manager  
VTrans Municipal Assistance Bureau  
219 North Main Street  
Barre, VT 05641

Project: Moretown STP BP19(3)

Dear Municipal Project Manager,

The noted projects plans, calculations and notes have been reviewed by our personnel and are substantially free from errors and omissions and are in conformance with the appropriate standards, codes and specifications for design and public safety.

Sincerely,

 2025.07.31  
12:30:07 -04'00'

---

Signature of Engineer of Record (PE Required)

---

Title

---

Date

cc: VTrans Project Supervisor



Stantec Consulting Services Inc.  
193 Tilley Drive, Suite 101  
South Burlington VT 05403-4440

July 31, 2025

Project/File: Moretown STP BP19(3)

Town of Moretown  
79 School Street  
Moretown, VT 05660

Dear Moretown Municipal Project Manager & VTrans Project Supervisor,

**Reference: Utility & RR Clearance for Moretown STP BP19(3)**

To Project File,

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

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

Utility adjustments are required by proposed construction plans for the subject project.

No railroad is impacted by this project.

Regards,

**Stantec Consulting Services Inc.**

*Erik Alling* 2025.07.31  
12:29:06  
-04'00'

**Erik Alling** P.E.  
Senior Transportation Engineer  
Phone: (802) 497-6004  
erik.alling@stantec.com

[stantec.com](http://stantec.com)

Attachment: [Attachment]

c.



RIGHT OF WAY CERTIFICATE

DATE: 06/12/2025

PROJECT: Moretown STP BP19(3)

PIN#: 20f029

This is to certify that the right of way has been or will be acquired in accordance with Vermont State Statute, the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended and Title 23 of the Code of Federal Regulations, Part 635 (when applicable) and the status of the right of way is as follows:

- No acquisitions of land or rights was necessary since all construction will be within the existing controlled right of way. Use of non-controlled right of ways will be allowed through executed agreements or approved permits.
- Pursuant to 23 CFR 635.309(c)(1) and/or (2), all the acquisitions of land and rights have been completed including legal and physical possession and/or the right to occupy and to use all rights of way required for the proper execution of the project has been acquired.
- Pursuant to 23 CFR 635.309(c)(3), all the necessary right of way has not been acquired, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to award of the construction contract.

Comments:

APPROVED: **Trey Polk**  Digitally signed by Trey Polk  
Date: 2025.06.12 12:24:35 -04'00'

---

Trey Polk, Right of Way Acquisitions Manager

Distribution  
Nick Wark, Right of Way and Environmental Program Manager  
Chris Hunt, Project Manager  
Marvin D. Kingsbury, Programming Engineer, Planning  
Craig Keller, Chief of Permits  
Anthony Davis, Finance & Administration  
Meredith Asselin, Finance & Administration  
Elizabeth Shipley, FHWA  
ROW Admin for OnBase

## CONSENT AND CONSTRUCTION AGREEMENT

THIS CONSENT AND CONSTRUCTION AGREEMENT (hereinafter "Agreement"), is made and entered into by and among the United States Postal Service (hereinafter "USPS"), an independent establishment of the Executive Branch of the United States Government, and its successors and assignees, (39 U.S.C. § 201), WB LLC, a Vermont, Limited Liability Company (hereinafter "Landlord") and the Town of Moretown, VT, (hereinafter "Town"), in accordance with the terms and conditions described herein. The USPS, Landlord and Town are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

### RECITALS

1. USPS and Landlord entered into a certain Lease Agreement on November 01, 1990 as amended and renewed, (hereinafter "Lease"), for real property located at 1115 Route 100, B, Moretown, VT 05660-9998 (hereinafter "the Postal Facility"). Renewal options have been executed with leasehold interest through October 05, 2030.

2. As part of Town's proposal to install a 5' wide concrete sidewalk installation of granite curb, and other related items (hereinafter "Project"), the Town is seeking to secure easements as further described herein.

- a) A permanent easement to install and maintain a culvert, including pipe, stone outlet pad and drop inlet in an area of 858.85 square feet, more or less (the "Culvert Easement");
- b) A temporary easement to install a walkway and perform any necessary slope work in an area of 76.09 square feet, more or less (the "Walkway Installment Easement");
- c) A permanent easement for use by Green Mountain Power and various communications utilities to install and maintain one utility pole, one guy pole and guy wire, and associated aerial lines, not to interfere with existing and future parking on the site, in an area of 1,808.61 square feet, more or less (the "Utility Easement");
- d) A permanent easement to install and maintain a sidewalk for use by the general public, including curbing, and including the temporary right to install tree protection fencing (TPZ) during the period of construction, in an area of 562.71 square feet, more or less (the "Sidewalk Easement"); and
- e) A temporary easement during the period of construction to enter upon land of the Grantors for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree protection fencing (TPZ), construct a drive and perform any necessary slope work, relocate a mailbox and utility pole, and undertake general construction functions in an area of 1,226.05 square feet, more or less (the "Construction Easement").

The land from which the rights and/or easements described herein are derived and may be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the Town of Moretown Land Records.

The easements are depicted in Exhibit A, included herein and incorporated hereby.

3. The Warranty Deed of Easement contains the legal descriptions of the easements and is incorporated as Exhibit B.

4. The drawings and specification of the Project are attached to this Consent and Construction Agreement and incorporated as Exhibit C (the "Town Project Documents").

5. Town has requested that USPS consent to the granting of the easements as the Project will affect the leased premises and postal operations.

6. The Parties desire to set forth below their respective rights and obligations for the Postal Facility.

#### AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual agreements that follow, the Parties agree as follows:

1. USPS hereby consents to the easements and Landlord's grant of the Easement described in the Warranty Deed of Easement, however, USPS consent is subject to the conditions set forth in the Paragraphs below.

2. Regarding the work Town will perform under the Construction Easement, the area of which is identified in Exhibit A, shall be referred to herein as the "Construction Easement Area" and shall be used only for access and/or active construction purposes as necessary. The Construction Easement Area shall not be used for storage of equipment or supplies or placement of port-a-johns, construction trailers, and the like. Town shall not disturb the parking area except for the time when physical work is taking place within the Easement Area. The timing of which shall be coordinated with the Postmaster of the Postal Facility. Closing of any other parking for any length of time shall constitute an occurrence. No parking spaces outside of the Easement Area shall be impacted at any time under this Consent and Construction Agreement.

3. All work conducted shall be performed at the sole cost and expense of Town.

4. USPS representatives shall have the right to be present and observe firsthand all work conducted by Town under these Easements, and Town agrees to provide USPS seven days written notice of the date and time for performance of the work. Town agrees to coordinate the schedule for the work with the Postmaster.

5. Town shall be responsible for the operation, maintenance and repair of its equipment and facilities pursuant to this Consent and Construction Agreement, and the easements, and any and all costs related thereto, and shall remove all trash and debris caused by Town's exercise of its rights under this Consent and Construction Agreement, including any of the easements. Town shall repair any defects within a reasonable time period after USPS provides written notice of the alleged defect.

6. Town and Landlord, by acceptance of this Agreement, agree for and on behalf of themselves, their consulting firm, agents, servants, employees, invitees or contractors, who may at any time use, occupy, visit or maintain said leased premises that are the subject of this Agreement herein created that USPS, its successors and assigns, shall not be responsible for damages or loss to the leased premises, property, injuries, or death, except for damage or loss for which USPS would

be liable in accordance with the Federal Tort Claims Act, 28 USC §§2670 et seq., which may arise from or be incident to the use and occupation of the Easement as granted by Landlord to Town, its agents, servants, employees, invitees or contractors.

7. Landlord, by acceptance of this Agreement, agrees to defend, indemnify and hold USPS, its successors, and assigns, harmless against any and all claims, demands, damages, costs, expenses, and legal fees, for any loss, injury, death or damage to persons or property including but not limited to the leased premises, which at any time is suffered or sustained by USPS, its employees, the public, or by any person whosoever who may at any time be using, occupying, or visiting, or maintaining the property that is the subject of this Consent and Construction Agreement and/or the easements or be on or about the Leased property when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of Landlord, or its agents, servants, employees, invitees, and contractors. In case of any action or proceeding brought against USPS, by reason of such a claim, upon notice from the USPS, Landlord covenants to defend such action or proceeding. USPS shall not be liable and Landlord waives and releases USPS from all claims for damage to persons or property sustained by Town and Landlord, or its employees, agents, servants, invitees, contractors and customers resulting by reason of the use of this Consent and Construction Agreement and the easements.

Except for damages attributable to the negligent acts or omissions of USPS, or its employees, USPS shall not be liable and Town waives and releases USPS from all claims for damage to persons or property sustained by Town or Town's employees, agents, invitees or contractors resulting by reason of occupying or visiting the property that is the subject of this Easement or pertaining to any equipment or appurtenances being used. All property belonging to Town and any use of the Easement shall be at the risk of Town, and USPS shall not be liable for damages to any such property or for the theft or misappropriation thereof, unless the damage, theft or misappropriation of such property is attributable to the negligent acts or omissions of USPS, or its employees.

8. Town and Landlord agree to provide USPS, its employees, customers, and the public with continual and uninterrupted access to the Postal Facility. In the event Town and/or Landlord fail to provide continual and uninterrupted access to the Postal Facility, USPS shall provide written notice, (notice by email shall be permitted) of defect to Town and Landlord. Upon receipt of said notice, Town and Landlord, shall restore such access to the Postal Facility within 3 hours of receipt of such notice. If continual and uninterrupted access to the Postal Facility has not been restored, construction shall stop and USPS has the option to terminate this Agreement. Landlord and Town shall be responsible for all costs related thereto including but not limited to costs relating to enforcement of this Consent and Construction Agreement and the indemnifications set forth in this Agreement. USPS shall have the right to exercise its rights in accordance with this Consent and Construction Agreement as well as any and all remedies available by law.

9. All work undertaken by Town pursuant to this Agreement shall be completed by qualified engineers, contractors, and consultants. Town, and any consultant, contractor or subcontractor entering the easement areas on its behalf shall be required to maintain and keep in effect insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits which are normal and customary for similar operations, (through basic coverage plus umbrella coverage) but in no event shall less than \$1,000,000 for bodily injury (including death) and property damage. Such policies of insurance shall name USPS as an additional insured. Upon

execution of this Consent and Construction Agreement and prior to performance of any work pursuant to the easements, Town agrees to provide USPS a copy of its contractor's Certificate of Liability insurance.

10. Upon completion of the Project, Town shall cause to be restored any affected portion of the Postal Facility to the condition as good as or better than it existed prior to the conduct of Town, its consulting firm, agents, servants, employees, invitees or contractors. Town's responsibility includes, but is not limited to, replacing any landscaping such as trees, bushes or grass that were removed by Town, its consulting firm, agents, servants, employees, invitees or contractors.

11. The Construction Easement shall be for the period of construction. Any and all Town work performed within the Construction Easement that inconveniences or restricts access to the Postal Facility, or USPS operations on the property, shall be completed prior to November 15<sup>th</sup> of the construction year.

12. All activities under this Consent and Construction Agreement shall be subject to all applicable Federal, State or municipal laws, rules, orders, regulations or requirements.

13. Town agrees to accept use of the property that is the subject of this Consent and Construction Agreement in its present condition and USPS makes no warranty of the condition of the property now or in the future.

14. USPS hereby acknowledges, waives and releases Town from its right to receive shared compensation for the easements granted to Town by Landlord as described in Exhibit B.

15. This Agreement is governed by the Contract Disputes Act, 41 U.S.C. § 601 etc, seq. and federal law.

16. The undersigned parties hereby warrant and represent that all necessary actions to duly approve the execution, delivery, and performance of this Agreement have been taken and this Consent and Construction Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

17. Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses or such future addresses as may be designated in writing:

Town: Town of Moretown, VT  
79 School Street  
Moretown, VT 05660  
[townclerk@moretownvt.net](mailto:townclerk@moretownvt.net)

Landlord: WB, LLC  
2 Home Avenue  
Concord, NH 03301-3433  
[wwilcox@wilcoxandbarton.com](mailto:wwilcox@wilcoxandbarton.com)

USPS: Contracting Officer  
PO Box 27497  
Greensboro, NC 27498-1103

Paul S. Frye

With a copy to: Postmaster  
1115 Route 100 B  
Moretown, VT 05660-9998

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year indicated below.

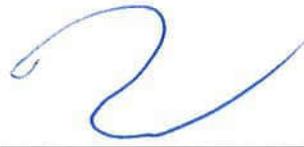
Executed this 30th day of April, 2025

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

Town of Moretown, VT

By: \_\_\_\_\_



STATE OF Vermont )

) ss.

County Washington

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2025, by Thomas Martin who is duly authorized to sign this document on behalf of the Town of Moretown, VT.

Cherilyn Brown  
Notary Public

Cherilyn Brown  
Notary Public, State of Vermont  
Credential # 157.0001301  
Expires: 01/31/2027

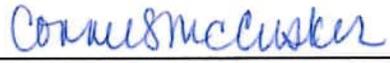


**United States Postal Service**

By:   
Contracting Officer - Paul S. Frye

STATE OF NC )  
 ) ss.  
CITY OF Greensboro )  
County of Rockingham )

The foregoing instrument was acknowledged before me this 30th day of April, 2025, by Paul S. Frye, Contracting Officer, on behalf of the United States Postal Service.

  
Notary Public

CONNIE S MCCUSKER  
Notary Public, North Carolina  
Rockingham County  
My Commission Expires  
August 07, 2027



## OFFICE MEMORANDUM

AOT - PROJECT DELIVERY BUREAU  
ENVIRONMENTAL SECTION

**TO:** Project File  
**COPY:** FHWA, Environmental Program Manager  
Ande DeForge, Project Manager

**FROM:** Jeff Ramsey, Environmental Specialist

**DATE:** 12/16/25

**SUBJECT:** 3-Year PACE Re-Evaluation Per VTTrans/ FHWA Programmatic Agreement

**PROJECT:** **Moretown STP BP19 (3)**

A Programmatic Categorical Exclusion (PACE) for the above-mentioned project, per 23 CFR 771.117(c)(3), was issued on 08/18/21.

Project STP BP19(3) is located in the town of Moretown beginning at the Moretown Memorial Library and extending north along VT Route 100B for approximately 1,351.16 feet to the intersection of VT 100B and Fletcher Road. Work to be performed under this contract includes the construction of a 5' wide concrete sidewalk, installation of granite curb, and incidental items.

Based upon re-evaluation of the proposed project, it has been determined that there haven't been any substantive changes in the project scope, design footprint, anticipated impacts, or proposed mitigation measures and the determination that the project qualifies for Programmatic Categorical Exclusion remains valid. The next major action consists of construction. This Memorandum serves to document that the PACE was re-evaluated on 12/16/25.

Please contact Jeff Ramsey at 802-917-4467 if you require additional information.



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

Mr. Matthew R. Hake, P.E.  
Division Administrator  
Federal Highway Administration  
87 State Street, Montpelier, Vermont 05602

08/05/21

Attn: FHWA, Environmental Program Manager, via NEPA SharePoint Site  
Re: Moretown STP BP19 (3)

Dear Mr. Hake:

Project STP BP19(3) is located in the town of Moretown beginning at the Moretown Memorial Library and extending north along VT Route 100B for approximately 1,351.16 feet to the intersection of VT 100B and Fletcher Road. Work to be performed under this contract includes the construction of a 5' wide concrete sidewalk, installation of granite curb, and incidental items.

The Vermont Agency of Transportation (VTrans) has considered the potential environmental consequences of the project in accordance with the National Environmental Policy Act (NEPA). VTrans has determined that this project meets all of the criteria specified in the Programmatic Agreement entitled "Processing of Projects Eligible for Categorical Exclusion," executed 03/14/19. The project qualifies for Categorical Exclusion pursuant to 23 CFR 771.117(c)(3) "Environmental Impact and Related Procedures - Categorical Exclusions" as the project consists of construction of pedestrian paths.

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

Please contact Jeff Ramsey, Environmental Specialist Supervisor @ 802-917-4467 if you require additional information.

Respectfully,

A handwritten signature in black ink that reads "Jeff Ramsey".

Jeff Ramsey  
VTrans Environmental Specialist Supervisor

Attachments  
cc: Joel Perrigo, Project Manager  
Project File

## PROGRAMMATIC CATEGORICAL EXCLUSION CRITERIA

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

- A. X Require a temporary detour outside existing right-of-way, or a temporary wetland or stream crossing which will require non-routine mitigation, or a ramp closure, unless the following conditions are met :
- (1) provisions are made for access by local traffic and the facility is posted accordingly,
  - (2) businesses dependent upon through traffic will not be unduly affected,
  - (3) the temporary detour or ramp closure will not interfere with local special events,
  - (4) the temporary detour, ramp closure, wetland or stream crossing will not substantially increase the environmental consequences of the action (project).
- B. X Involve construction in wetlands totaling more than 5,000 square feet of permanent impacts, requiring the Army Corp of Engineers to coordinate with resource agencies per the General Permit.
- C. X Require a Risk Analysis for an increase in 100-year flood water surface elevations, per EO 11988.
- D. X Involve construction within, or alter drainage patterns so as to adversely affect, a Sole Source Aquifer.
- E. X Require coordination with the US Fish and Wildlife Service for the preparation of a Biological Assessment for Threatened and Endangered Species, per 16 CFR Section 7.
- F. X Require acquisition of additional right-of-way (including permanent or temporary construction easements) involving: more than three acres of land per mile of roadway, or a total of 10 acres or more for a non-linear improvement (such as a bridge or an intersection), or any relocation of residences or businesses.
- G. X Require FHWA approval for changes in access control.
- H. X Involve acquisition of, or impacts upon Prime or Unique Farmland, unless a USDA Farmland Conversion Impact Rating Part VI Site Assessment has been completed and indicates Total Site Assessment Points less than 160 (doesn't apply to designated urban areas).
- I. X Cause an Adverse Effect to an archaeological or historic resource listed in, or eligible for inclusion in, the National Register of Historic Places.
- J. X Require use (permanent or temporary) of a Section 4(f) resource, unless that use meets the criteria for a de minimis or Programmatic 4(f); or involve the use of a Section 6(f) resource when compensation is required (property acquired or improved using Land and Water Conservation Funds).
- K. X Involve hazardous or residual waste liabilities subject to CERCLA and/or RCRA requirements.
- L. X Require a bridge permit from the US Coast Guard, per 23CFR 650 Subpart H.
- M. X Qualify as a Type I project and require analysis of noise abatement measures, per 23 CFR 772 and the FHWA approved VTrans Noise Policy.
- N. X Require greater than 50% Emergency Relief (ER) funding.  
(NOTE: If coordination with the FHWA was required to reach this determination attach concurrence memo)

**Categorical Exclusion  
Environmental Analysis Sheet**

Town Moretown Project No. STP BP19(3) Route VT Route 100B

Project Setting: Urban \_\_\_\_\_ Village X Rural \_\_\_\_\_  
 Traffic 2,926 Year 2019 Typical N/A  
 AASHTO Functional Classification Major Collector

CRITERIA OF 23 CFR771.117 (C) APPLICABLE? X YES \_\_\_\_\_ NO \_\_\_\_\_

NOTE: PROJECTS THAT MEET THE CRITERIA OF 23 CFR771.17 (C) NEED ONLY ADDRESS THOSE ISSUES MARKED WITH AN ASTERISK (\*). THIS DOES NOT PRECLUDE THE NEED TO OBTAIN APPLICABLE STATE & FEDERAL CONCURRENCES & PERMITS.

1. **Air Quality**

Since the state of Vermont is in attainment for all the National Ambient Air Quality Standards (NAAQS) criteria pollutants (CO, Pb, NO2, O3, SO2, PM10, and PM2.5), the proposed project is exempt from conformity per 40 CFR 93.126 or 40 CFR 93.128 and is also exempt from regional conformity (regional emissions analysis requirements) per 40 CFR 93.127. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. When completed, the project is not expected to result in any meaningful changes in traffic volumes, vehicle mix, or any other factor that would cause an increase in emissions impacts or contribute to violations of the NAAQS.

Urban intersection improvement Yes \_\_\_\_\_ No \_\_\_\_\_  
 Project Level-of-Service (LOS) degrading to D, E, or F Yes \_\_\_\_\_ No \_\_\_\_\_  
 [If "Yes" to both, then attach the Carbon Monoxide (CO) Hot-spot Analysis]

2. **Noise**

Type I Project (VTrans Noise Policy) Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, number of receptors impacted \_\_\_\_\_  
 Mitigation Requirements \_\_\_\_\_

3. **Water Quality**

Lakes or Ponds

VANR Lakes & Ponds permit Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_

Rivers or Streams

VANR Title 19 Consultation Yes \_\_\_\_\_ No \_\_\_\_\_ Completed \_\_\_\_\_

Wild/ Scenic River Consultation Yes \_\_\_\_\_ No \_\_\_\_\_ Completed \_\_\_\_\_

Wetlands

\* Wetland Impact area Temporary 0 Permanent 0

\* Buffer Impact area Temporary 0 Permanent 0

\* VANR Wetland Permit Yes \_\_\_\_\_ No N/A Acquired \_\_\_\_\_

401 Water Quality Certification Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_

Stormwater Discharge Permit Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_

Floodplains Encroachment Yes \_\_\_\_\_ No \_\_\_\_\_

Flood Hazard Area/

River Corridor Permit Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_

Describe Hydraulic Changes \_\_\_\_\_

Ground Water/Surface Water/Well Impacts Yes \_\_\_\_\_ No \_\_\_\_\_

Describe/ VANR Comments \_\_\_\_\_

4. **U.S. Army Corps of Engineers**  
Section 10 and/or Section 404 Permit Required Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_  
Permit Type \_\_\_\_\_  
COE Comments \_\_\_\_\_

5. **U.S. Coast Guard**  
Navigable Waters Yes \_\_\_\_\_ No \_\_\_\_\_ Involved Waterway \_\_\_\_\_  
Rivers & Harbors Act Section 9 and/or  
Bridge Act of 1946 Permit(s) Required Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_  
Section 144(c) "Exemption" Yes \_\_\_\_\_ No \_\_\_\_\_ Acquired \_\_\_\_\_  
USCG Comments \_\_\_\_\_

\* 6. **Threatened and Endangered Species and Habitat**  
Present in Project Area Yes  No \_\_\_\_\_  
ANR Non-Game and Natural Heritage Program comments none at this time  
USF&WS comments none at this time  
See VTrans Biologist Natural Resource Clearance dated 07/14/21.

7. **Agricultural Land [Farmland Policy Protection Act]**  
Project located in Federal-aid Urban Area Yes \_\_\_\_\_ No \_\_\_\_\_  
Prime/secondary/locally important soils present Yes \_\_\_\_\_ No \_\_\_\_\_  
Describe Impacts/Comments \_\_\_\_\_  
Current land use (land in agricultural use) \_\_\_\_\_  
Form 1006 Parts 1, III, VI, VII, completed (FHWA) Yes \_\_\_\_\_ No \_\_\_\_\_  
Form 1006 Parts II, IV, V completed (NRCS) Yes \_\_\_\_\_ No \_\_\_\_\_  
Vermont Department of Agriculture comments \_\_\_\_\_

\*8. **Hazardous/ Residual Waste Liabilities**  
Present in project area Yes  No \_\_\_\_\_  
Determination from VANR Atlas Yes  No \_\_\_\_\_  
Determination from field visit Yes \_\_\_\_\_ No   
Borings completed Yes \_\_\_\_\_ No   
Petroleum related wastes Yes  No \_\_\_\_\_  
CERCLA involvement Yes \_\_\_\_\_ No   
Remediation required Yes \_\_\_\_\_ No   
Describe There are hazardous waste liabilities mapped within the project area per the ANR Natural Resources Atlas online mapping 06/25/2021. See ANR Natural Resource Atlas Map. Known hazardous waste sites are located in the proposed project limits; Hazardous Site # 20134402 for gasoline, Hazardous Site # 20053377 for heating oil, Hazardous Site (facility ID) # 1372 for underground tank, Hazardous Site # 900588 for gasoline, and Hazardous Site # 20043207 for gasoline. There is a significant likelihood for contamination to be encountered during excavation on this project, so coordination with the Hazard Waste unit is recommended.

\* 9. **Historical or Archaeological Resources (Section 106)**  
Historic Resources: Present in APE Yes  No \_\_\_\_\_ Exempt \_\_\_\_\_  
Archeological Resources: Present in APE Yes \_\_\_\_\_ No  Exempt \_\_\_\_\_  
Section 106 Determination No Adverse Effect issued 08/04/21  
See Section 106 Memorandum for additional information.  
Programmatic/ Memorandum of Agreement needed Yes \_\_\_\_\_ No  Executed \_\_\_\_\_



If not minimum standard (sidewalk 5ft, paved shoulder 4ft), explain \_\_\_\_\_

15. **Aesthetic Considerations**

Scenic Byway/VT Scenic Highway Yes \_\_\_\_\_ No \_\_\_\_\_

Describe \_\_\_\_\_

Comments \_\_\_\_\_

16. **Effects of Temporary Detour/Bridge**

Detour required Yes \_\_\_\_\_ No \_\_\_\_\_ Additional Length \_\_\_\_\_ (Attach Plans)

Temporary bridge required Yes \_\_\_\_\_ No \_\_\_\_\_

Impacts of Detour/Bridge \_\_\_\_\_

Local Government coordination Yes \_\_\_\_\_ No \_\_\_\_\_ Comments \_\_\_\_\_

**Field Inspection Comments** \_\_\_\_\_ See supporting documentation.

**Summary of Commitments and Mitigation**

Describe

Emerald Ash Borer.

As of 2018, emerald ash borer (EAB), Agrilus planipennis, has been confirmed within Vermont's borders. To provide an assurance of compliance with state and federal EAB laws the contractor shall adhere to the following:

Known EAB infestation areas are changing rapidly. Therefore the Contractor shall consult the online version of the EAB Infested Area Map (Located here: [www.vtinvasives.org/land/emerald-ash-borer-vermont](http://www.vtinvasives.org/land/emerald-ash-borer-vermont)) on the same day cutting is to occur. If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture titled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", <https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf>. Tree material shall not be moved out of state.

Alternatively, the Contractor may choose to hire a qualified professional (Arborist certified by the International Society of Arboriculture or Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however other tree species would not.

The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

Threatened and Endangered Species and Habitat

The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the northern long-eared bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the northern long-eared bat. No suitable bat habitat is present within the project limits and Time-of- Year (TOY) restrictions will not apply. The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees  $\geq 3$ " in diameter outside of the contract project limits shall require review under sub-section 105.26 Opening Off-Site Activity Areas.

Historic

Stipulations

1. The project designers will continue working with the owners of Structure 8/1013 Vermont Route 100B and the VTrans Historic Preservation Officer on the details for the sidewalk design in front of this property.

Hazardous/ Residual Waste Liabilities

There is a significant likelihood for contamination to be encountered during excavation on this project, so coordination

with the Hazard Waste unit is recommended.

Prepared by: Jeff Ramsey 08/05/21  
Signature Date

Reviewed by: Julia Ann Held 08/05/2021  
Signature Date

Document Template Last Revised 03/14/19



**State of Vermont**  
**Policy, Planning & Intermodal Development Division**  
**Policy, Planning and Research Bureau**  
**Development Review & Permitting Services Section**  
Barre City Place, 219 North Main Street [phone] 802-636-0037  
Barre, VT 05641 [ttd] 800-253-0191  
**vtrans.vermont.gov**

*Agency of Transportation*

November 18, 2025

Town of Moretown  
Cherilyn Brown  
79 School Street  
Moretown, VT 05660  
(Via E-mail only)

Subject: Moretown, VT100B, L.S. 0046+99 ~ 0061+24 LT & RT

Dear Ms. Brown:

Your application for a permit to work within the State Highway right-of-way to construct a sidewalk, granite curbing and incidentals, at the location indicated, has been processed by this office and is enclosed.

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

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

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

Please contact the District Transportation Office #6 prior to starting work in the state highway right-of-way. The telephone number in Berlin is (802) 241-0172.

Sincerely, 

Nathan Covey  
Permit Coordinator  
Permitting Services

Enclosures

cc: (via e-mail only)  
District Transportation Office #6  
Dubois and King – Isreal Maynard  
VTrans Municipal Assistance Bureau- Chris Hunt



PERMIT 47506

FOR AGENCY USE ONLY

Town: Moretown  
Route: VT 100B  
Mile Marker: 0.889 LT - 1.16 LT  
Log Station: 46+99 LT -61+24 LT

VERMONT AGENCY OF TRANSPORTATION  
State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Town of Moretown, Vermont

Cherilyn Brown, 79 School Street, Moretown, VT 05660, townclerk@moretownvt.net, 802-882-8218

Co-Applciant's Name, Address, E-mail & Phone No. (if different from above) \_\_\_\_\_

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)  
on VT Route 100B MM0.90 and extending north to Fletcher Road MM1.16.

Description of work to be performed in the highway right-of-way (attach plan) Construction of 5' concrete sidewalk  
along the West Side of the Road.

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

Fee \$ \_\_\_\_\_ (fees do not apply for residential or agricultural purposes)

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

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

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

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

Date applicant expects work to begin April 15 20 26

Owner/Applicant: Cherilyn Brown Position Title: Town Clerk

(Print name above)

Sign in Shaded area: Cherilyn Brown Date: 10/29/2025

Co-Applciant: \_\_\_\_\_ Position Title: \_\_\_\_\_

(Print name above)

Sign in Shaded area: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant to Complete

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

- **Original signatures are required on an original Form.** The Owner/Applicant and Co-Applciant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

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

PERMIT APPROVAL

This covers only the work described below: Permission is granted to work within the State Highway right-of-way to construct a sidewalk, granite curbing and incidentals at the location indicated, in accordance with the attached plan and permit special conditions.

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

Date work is to be completed December 1, 2027 Date work accepted: \_\_\_\_\_

DocuSigned by: Craig Keller By: \_\_\_\_\_  
By: 20D79EC912D1484 Issued Date November 18, 2025 DTA or Designee  
Authorized Representative for Secretary of Transportation

**NOTICE:** This permit covers only the Vermont Agency of Transportation's jurisdiction over this highway under Vermont Statutes Annotated, Title 19, Section 1111. It does not release the petitioner from the requirements of any other statutes, ordinances, rules or regulations. This permit addresses only access to, work within, and drainage affecting the state highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

**No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at: District #6 1736 US 302, Berlin, VT 05641 (802) 241-0172**

## RESTRICTIONS AND CONDITIONS

### DEFINITIONS:

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

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

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

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

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

### GENERAL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ACCESS:

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

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

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

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

### DRAINAGE:

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

### UTILITY WORK; CUTTING AND TRIMMING TREES:

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

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

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

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

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

### JOINT PERMITS:

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

Town of Moretown  
Moretown, VT100B, L.S. 0046+99 ~ 0061+24 LT & RT  
November 18, 2025  
Page 1 of 4

### **SPECIAL CONDITIONS**

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

The Permit Holder shall accomplish all work under this permit in accordance with the project plans and contract documents entitled MORETOWN STP BP 19 (3) dated October 24, 2025 (excerpt of plan sheets attached); and any future revisions or amendments to these plans and the COOPERTIVE AGREEMENT BETWEEN THE STATE OF VERMONT AGENCY OF TRANSPORTATION AND THE TOWN OF MORETOWN FOR ADVANCEMENT OF MUNICIPAL PROJECT MORETOWN, STP BP 19 (3), CONTRACT #CA0611 AND ALL SUBSEQUENT AMENDMENTS.

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

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

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

**The Town of Moretown shall be responsible for the future maintenance of the permitted sidewalk including but not limited to, winter snow and ice removal when deemed appropriate.**

**This permit does not cover utility relocation work to be performed by others in the State right-of-way. A separate State Highway Access and Work Permit (S.1111 Permit) is required, along with a relocation plan, in advance of the work.**

**The Permit Holder must exercise extreme care when attaching to and working adjacent to existing storm drainage pipes and drop inlets owned by the State. Any damage caused by the Permit Holder to the storm drainage system must be repaired using new materials at the expense of the Permit Holder. Repairs must be inspected by the District Transportation Administrator.**

Town of Moretown  
Moretown, VT100B, L.S. 0046+99 ~ 0061+24 LT & RT  
November 18, 2025  
Page 2 of 4

Relocated and/or new sign assemblies shall be installed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). Any damage by the Contractor to existing signs, posts, and/or bases shall be repaired or replaced at the expense of the Permit Holder and to the satisfaction of the District Transportation Administrator.

All reconstructed accesses shall be constructed in such a manner as to prevent water from flowing onto the State Highway. If the access is not constructed satisfactorily, the District Transportation Administrator can order reconstruction of the access at the Permit Holder's expense.

All materials and construction practices shall be in accordance with the Vermont Agency of Transportation 2024 *Standard Specifications for Construction*, with the latest amendments and all applicable Vermont Agency of Transportation Standard Drawings, unless otherwise specified in the Contract documents.

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

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

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

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

The placement, size, shape, and color of all pavement markings must be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Vermont standards, as in effect at the time of construction. All existing pavement markings that become disturbed or overlaid with pavement shall be replaced by the Permit Holder with "in kind" (durable or paint) markings to the satisfaction of the District Transportation Administrator. The Permit Holder shall bear all costs associated with this work.

The Permit Holder shall promptly and unconditionally pay for full repair and restoration of any and all damages to existing underground utility facilities (meaning any underground pipe, conduit, wire or cable, including appurtenances) that have been brought about by the execution of the permitted work. The Permit Holder also is required to pay for any costs to repair the highway following and resulting from any repairs to existing utilities occurring as a result of the work covered by this permit. Except with the specific, written permission of the Engineer, the Permit Holder or his or her contractor shall expose all underground facilities to verify their location and depth, at each location where the authorized boring or

Town of Moretown  
Moretown, VT100B, L.S. 0046+99 ~ 0061+24 LT & RT  
November 18, 2025  
Page 3 of 4

drilling work crosses a facility; and at reasonable intervals when closely paralleling a facility. Whenever possible, existing facilities should be crossed at a perpendicular angle. The Permit Holder shall be responsible for obtaining the modification of this permit, if necessary, for any additional survey work before initiating boring or drilling operations under the permit. The Agency will treat the Permit Holder's failure to fully, promptly, and conscientiously comply with all of conditions of this paragraph, including but not limited to the obligation to pay for repairs, as grounds for the Agency to refuse to grant any further requests by the Permit Holder for any other permits for subsurface work unless the Permit Holder furnishes irrevocable financial security, in a type and an amount deemed sufficient by the Agency in its sole discretion, prior to such future subsurface work.

The Permit Holder shall verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed. Traffic control devices, shall be in conformance with the MUTCD, Agency standards and any additional traffic control deemed necessary by the District Transportation Administrator. The Permit Holder's failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately.

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

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

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

**Independence; Liability:** The Permit Holder will act in an independent capacity and not as officers or employees of the State.

The Permit Holder 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 Permit Holder or of any agent of the Permit Holder. The State shall notify the Permit Holder in the event of any such claim or suit, and the Permit Holder shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Town of Moretown  
Moretown, VT100B, L.S. 0046+99 ~ 0061+24 LT & RT  
November 18, 2025  
Page 4 of 4

After a final judgment or settlement, the Permit Holder may request recoupment of specific defense costs and may file suit in the Washington Superior Court requesting recoupment. The Permit Holder 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 Permit Holder.

The Permit Holder 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 Permit Holder.

**Insurance:** Before beginning any work under this Permit the Permit Holder must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Permit Holder to maintain current certificates of insurance on file with the State for the duration of work under the Permit. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Permit Holder for the Permit Holder'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 under the Permit, the Permit Holder 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 Permit, the Permit Holder 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:

\$2,000,000 Per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/Legal Liability

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

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

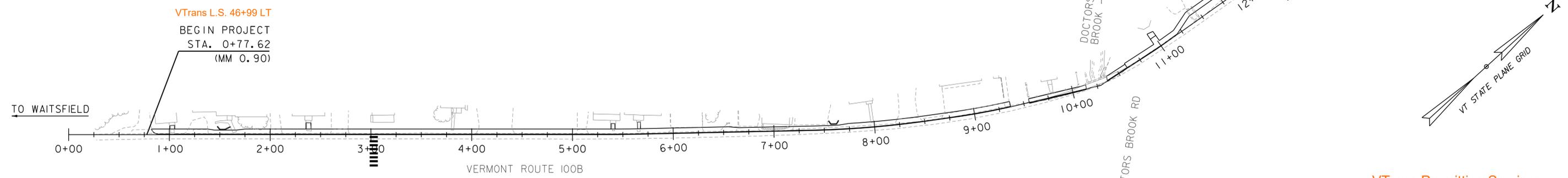
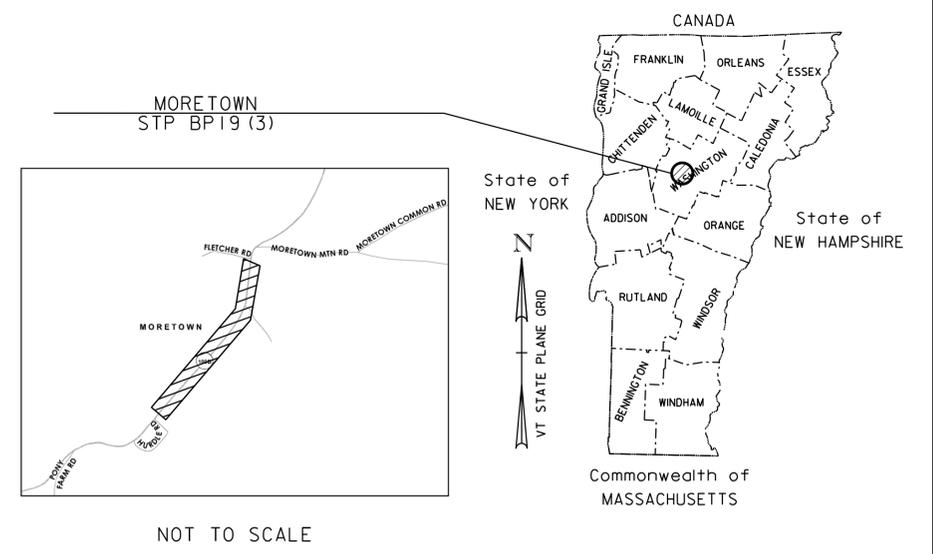
Permit Holder shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Permit.

# PROPOSED IMPROVEMENT TOWN OF MORETOWN COUNTY OF WASHINGTON VT-100B SIDEWALK (WEST SIDE)

BEGINNING IN THE TOWN OF MORETOWN AT STATION 0+77.62 (MM 0.90) AT THE MORETOWN MEMORIAL LIBRARY, AND EXTENDING NORTH ALONG VT ROUTE 100B 1,364.52 FEET TO STA. 14+41.14 (MM 1.16) AT THE INTERSECTION OF VT 100B AND FLETCHER ROAD.

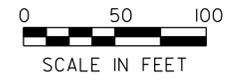
WORK TO BE PERFORMED UNDER THIS PROJECT INCLUDES THE CONSTRUCTION OF A 5' WIDE CONCRETE SIDEWALK, INSTALLATION OF GRANITE CURB, AND OTHER RELATED ITEMS

LENGTH OF PROJECT: 1,363.52 FT (0.258 MI)



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2024, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON JUNE 27, 2023 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

QUALITY ASSURANCE PROGRAM : LEVEL 3
SURVEYED BY : VSE
SURVEYED DATE : 10/29/2020
DATUM
VERTICAL: NAVD88
HORIZONTAL: NAD83 (2011)



**Stantec**  
Stantec Consulting Services Inc.  
193 Tilley Drive, Suite 101  
South Burlington VT U.S.A. 05403  
Phone: (802) 864-0223  
Fax: (802) 864-0165  
www.stantec.com

VTrans Permitting Services  
Permit # 57506  
Received 10/30/2025

FINAL PLANS  
10/24/2025

PROJECT MANAGER : CHRIS HUNT
PROJECT NAME : MORETOWN
PROJECT NUMBER : STP BP19 (3)
SHEET 1 OF 31 SHEETS

### INDEX OF SHEETS

<u>DESCRIPTION</u>	<u>SHEET</u>
TITLE SHEET .....	1
INDEX SHEET .....	2
CONVENTIONAL SYMBOLOGY LEGEND SHEET .....	3
GENERAL NOTES SHEET .....	4
TTC NOTES SHEET .....	5
TYPICAL SECTIONS SHEET .....	6
QUANTITY SHEETS .....	7-8
TIE SHEET .....	9
PLAN SHEETS .....	10-13
TRAFFIC SIGN SUMMARY SHEET .....	14
R.O.W. PLAN SHEETS .....	15-17
EPSC NARRATIVE .....	18
EPSC PLAN SHEETS .....	19-21
EPSC DETAIL SHEET .....	22
CROSS SECTIONS SHEETS .....	23-29
DRIVE SECTIONS SHEETS .....	30-31

### INDEX OF STANDARDS

<u>STANDARD</u>	<u>NAME</u>	<u>DATE</u>
B-71A	STANDARD FOR RESIDENTIAL DRIVES	04/07/2020
B-71B	STANDARD FOR COMMERCIAL DRIVES	04/07/2020
C-2A	PORTLAND CEMENT CONCRETE SIDEWALK DRIVE ENTRANCES WITH SIDEWALK ADJACENT TO CURB	06/24/2025
C-3A	SIDEWALK RAMPS	06/24/2025
C-3B	SIDEWALK RAMPS AND MEDIAN ISLANDS	06/24/2025
C-10	CURBING	02/17/2022
D-8	REINFORCED CONCRETE DROP INLET WITH PRECAST COVER & GRATE	06/25/2024
D-15	PRECAST REINF CONC. MH-GRATES, CAST IRON GRATE WITH FRAME, TYPE D & E	06/01/1994
E-10	ROLLED EROSION CONTROL PRODUCT, TYPE I	04/07/2020
E-12	STABILIZED CONSTRUCTION ENTRANCE	04/07/2020
E-15	SILT FENCE	04/07/2020
F-20	PLANK RAIL FENCE	03/22/2017
T-1	TRAFFIC CONTROL GENERAL NOTES	06/24/2025
T-2	TRAFFIC SIGN GENERAL NOTES	06/24/2025
T-10	CONVENTIONAL ROADS CONSTRUCTION APPROACH SIGNING	06/24/2025
T-17	TRAFFIC CONTROL MISCELLANEOUS DETAILS	06/24/2025
T-28	CONSTRUCTION SIGN DETAILS	06/24/2025
T-30	CONSTRUCTION SIGN DETAILS	06/24/2025
T-35	CONSTRUCTION ZONE LONGITUDINAL DROP-OFFS	06/24/2025
T-36	CONSTRUCTION ZONE LONGITUDINAL DROP-OFFS FOR PAVING	06/24/2025
T-45	SQUARE TUBE SIGN POST AND ANCHOR	06/24/2025
T-56	STANDARD SIGN PLACEMENT	06/24/2025



PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BP19(3)	
FILE NAME: z20F209frm.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
INDEX SHEET	SHEET 2 OF 31

**GENERAL INFORMATION**

**SYMBOLGY LEGEND NOTE**

THE SYMBOLGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLGY. THE SYMBOLGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

**R. O. W. ABBREVIATIONS (CODES) & SYMBOLS**

POINT CODE	DESCRIPTION
CH	CHANNEL EASEMENT
CONST	CONSTRUCTION EASEMENT
CUL	CULVERT EASEMENT
D&C	DISCONNECT & CONNECT
DIT	DITCH EASEMENT
DR	DRAINAGE EASEMENT
DRIVE	DRIVEWAY EASEMENT
EC	EROSION CONTROL
HWY	HIGHWAY EASEMENT
I&M	INSTALL & MAINTAIN EASEMENT
LAND	LANDSCAPE EASEMENT
R&RES	REMOVE & RESET
R&REP	REMOVE & REPLACE
SR	SLOPE RIGHT
UE	UTILITY EASEMENT
(P)	PERMANENT EASEMENT
(T)	TEMPORARY EASEMENT
■	BNDNS BOUND SET
□	BNDNS BOUND TO BE SET
●	IPNS IRON PIN SET
⊙	IPNS IRON PIN TO BE SET
⊠	CALC EXISTING ROW POINT
○	PROW PROPOSED ROW POINT
[LENGTH]	LENGTH CARRIED ON NEXT SHEET

**COMMON TOPOGRAPHIC POINT SYMBOLS**

POINT CODE	DESCRIPTION
⊕	APL BOUND APPARENT LOCATION
□	BM BENCHMARK
□	BND BOUND
⊠	CB CATCH BASIN
⊕	COMB COMBINATION POLE
⊠	DITHR DROP INLET THROATED DNC
⊕	EL ELECTRIC POWER POLE
○	FPOLE FLAGPOLE
○	GASFIL GAS FILLER
○	GP GUIDE POST
×	GSO GAS SHUT OFF
○	GUY GUY POLE
○	GUYW GUY WIRE
×	GV GATE VALVE
⊗	H TREE HARDWOOD
△	HCTRL CONTROL HORIZONTAL
△	HVCTRL CONTROL HORIZ. & VERTICAL
◇	HYD HYDRANT
●	IP IRON PIN
●	IPIPE IRON PIPE
⊠	LI LIGHT - STREET OR YARD
⊠	MB MAILBOX
○	MH MANHOLE (MH)
□	MM MILE MARKER
●	PM PARKING METER
□	PMK PROJECT MARKER
●	POST POST STONE/WOOD
⊠	RRSIG RAILROAD SIGNAL
⊠	RRSL RAILROAD SWITCH LEVER
⊗	S TREE SOFTWOOD
⊕	SAT SATELLITE DISH
⊗	SHRUB SHRUB
⊠	SIGN SIGN
⊠	STUMP STUMP
⊠	TEL TELEPHONE POLE
○	TIE TIE
⊠	TSIGN SIGN W/DOUBLE POST
⊠	VCTRL CONTROL VERTICAL
○	WELL WELL
×	WSO WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

**PROPOSED GEOMETRY CODES**

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADUIS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE

**UTILITY SYMBOLGY**

**UNDERGROUND UTILITIES**

— UGU —	UTILITY (GENERIC-UNKNOWN)
— UT —	TELEPHONE
— UE —	ELECTRIC
— UC —	CABLE (TV)
— UEC —	ELECTRIC+CABLE
— UET —	ELECTRIC+TELEPHONE
— UCT —	CABLE+TELEPHONE
— UECT —	ELECTRIC+CABLE+TELEP.
— G —	GAS LINE
— W —	WATER LINE
— S —	SANITARY SEWER (SEPTIC)

**ABOVE GROUND UTILITIES (AERIAL)**

— AGU —	UTILITY (GENERIC-UNKNOWN)
— T —	TELEPHONE
— E —	ELECTRIC
— C —	CABLE (TV)
— EC —	ELECTRIC+CABLE
— ET —	ELECTRIC+TELEPHONE
— AER E&T —	ELECTRIC+TELEPHONE
— CT —	CABLE+TELEPHONE
— ECT —	ELECTRIC+CABLE+TELEP.
—	UTILITY POLE GUY WIRE

**PROJECT CONSTRUCTION SYMBOLGY**

**PROJECT DESIGN & LAYOUT SYMBOLGY**

— CZ —	CLEAR ZONE
—	PLAN LAYOUT MATCHLINE

**PROJECT CONSTRUCTION FEATURES**

—	TOP OF CUT SLOPE
—	TOE OF FILL SLOPE
—	STONE FILL
—	BOTTOM OF DITCH
—	CULVERT PROPOSED
—	STRUCTURE SUBSURFACE
PDF	PROJECT DEMARCATION FENCE
BF	BARRIER FENCE
—	TREE PROTECTION ZONE (TPZ)
—	STRIPING LINE REMOVAL
—	SHEET PILES

**CONVENTIONAL BOUNDARY SYMBOLGY**

**BOUNDARY LINES**

—	TOWN BOUNDARY LINE
—	COUNTY BOUNDARY LINE
—	STATE BOUNDARY LINE
—	PROPOSED STATE R.O.W. (LIMITED ACCESS)
—	PROPOSED STATE R.O.W.
—	STATE ROW (LIMITED ACCESS)
—	STATE ROW
—	TOWN ROW
—	PERMANENT EASEMENT LINE (P)
—	TEMPORARY EASEMENT LINE (T)
—	SURVEY LINE
P	PROPERTY LINE (P/L)
L	
SR	SLOPE RIGHTS
6f	6F PROPERTY BOUNDARY
4f	4F PROPERTY BOUNDARY
HAZ	HAZARDOUS WASTE

**EPSC LAYOUT PLAN SYMBOLGY**

**EPSC MEASURES**

—	FILTER CURTAIN
—	SILT FENCE
—	SILT FENCE WOVEN WIRE
—	CHECK DAM
—	DISTURBED AREAS REQUIRING RE-VEGETATION
—	EROSION MATTING

**ENVIRONMENTAL RESOURCES**

—	WETLAND BOUNDARY
—	RIPARIAN BUFFER ZONE
—	WETLAND BUFFER ZONE
—	SOIL TYPE BOUNDARY
T&E	THREATENED & ENDANGERED SPECIES
HAZ	HAZARDOUS WASTE AREA
AG	AGRICULTURAL LAND
HABITAT	FISH & WILDLIFE HABITAT
FLOOD PLAIN	FLOOD PLAIN
OHW	ORDINARY HIGH WATER (OHW)
—	STORM WATER
—	USDA FOREST SERVICE LANDS
—	WILDLIFE HABITAT SUIT/CONN

**ARCHEOLOGICAL & HISTORIC**

— ARCH —	ARCHEOLOGICAL BOUNDARY
— HISTORIC DIST —	HISTORIC DISTRICT BOUNDARY
— HISTORIC —	HISTORIC AREA
⊕	HISTORIC STRUCTURE

**CONVENTIONAL TOPOGRAPHIC SYMBOLGY**

**EXISTING FEATURES**

—	ROAD EDGE PAVEMENT
—	ROAD EDGE GRAVEL
—	DRIVEWAY EDGE
—	DITCH
—	FOUNDATION
—	FENCE (EXISTING)
—	FENCE WOOD POST
—	FENCE STEEL POST
—	GARDEN
—	ROAD GUARDRAIL
—	RAILROAD TRACKS
—	CULVERT (EXISTING)
—	STONE WALL
—	WALL
—	WOOD LINE
—	BRUSH LINE
—	HEDGE
—	BODY OF WATER EDGE
—	LEDGE EXPOSED

PROJECT NAME: MORETOWN  
PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20F209frm.dgn PLOT DATE: 10/24/2025  
PROJECT LEADER: VTRANS DRAWN BY: VTRANS  
DESIGNED BY: VTRANS CHECKED BY: VTRANS  
CONVENTIONAL SYMBOLGY LEGEND SHEET SHEET 3 OF 31

# GENERAL NOTES

## GENERAL PROJECT NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES, AS SHOWN ON THE DRAWINGS, ARE APPROXIMATE AND MAY NOT BE COMPLETE. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE BASED ON LIMITED INFORMATION. NO GUARANTEE IS MADE THAT UTILITIES OR STRUCTURES WILL BE ENCOUNTERED WHERE SHOWN OR THAT ALL UNDERGROUND UTILITIES AND STRUCTURES ARE SHOWN. ALL LOCATIONS AND SIZES OF EXISTING UTILITIES AND STRUCTURES WHERE A POTENTIAL CONFLICT EXISTS SHALL BE VERIFIED IN THE FIELD WITH EXPLORATORY EXCAVATION AS REQUIRED PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION OF NEW FACILITIES OR PIPING THAT MAY BE AFFECTED. PAYMENT OF EXPLORATORY EXCAVATION SHALL BE MADE UNDER ITEM 204.2200 TRENCH EXCAVATION OF EARTH, EXPLORATORY. CONTRACTORS MUST CONTACT "DIG SAFE" BEFORE EXCAVATING, DRILLING OR DRIVING SIGN POSTS.
2. CARE SHALL BE TAKEN TO AVOID DAMAGE TO NEARBY FENCES, DRIVEWAYS, BUILDINGS, MONUMENTS, IRON PINS, AND ANY OTHER APPURTENANCES DURING CONSTRUCTION. DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. IF PROPERTY INCLUDING BUT NOT LIMITED TO IRON PINS, FENCES, BUILDINGS, MONUMENTS, ETC. NEEDS TO BE TEMPORARILY RELOCATED DURING CONSTRUCTION, CONTRACTOR SHALL DOCUMENT EXACT EXISTING LOCATION AND RESET IN THE SAME LOCATION UPON COMPLETION OF WORK. THE CONTRACTOR SHALL WORK WITH THE PROPERTY OWNER AS REQUIRED. PROPERTY SHALL BE RESET TO ITS ORIGINAL CONDITION OR BETTER, TO THE SATISFACTION OF THE ENGINEER. PROPERTY MONUMENTS SHALL BE SET BY A LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF VERMONT. COST TO COMPLETE THIS WORK SHALL BE PAID AS ITEM 619.2000.
4. CONTRACTOR SHALL PROVIDE AT LEAST TWO WEEKS NOTICE TO ADJACENT PROPERTY OWNERS AND BUSINESSES PRIOR TO BEGINNING WORK. CONTRACTOR SHALL INFORM PROPERTY OWNER OF WORK TO BE COMPLETED AND SHALL WORK WITH PROPERTY OWNER TO MAINTAIN ACCESS TO PROPERTY AT ALL TIMES. COST TO COMPLETE THIS WORK SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
5. CONTRACTOR SHALL RESTORE PROPERTY IN AN ACCEPTABLE MANNER SATISFACTORY TO THE ENGINEER IN ACCORDANCE WITH SECTION 107 OF THE 2024 STANDARD SPECIFICATIONS FOR CONSTRUCTION. TOPSOIL, SEED, FERTILIZER, LIMESTONE AND MULCH SHALL BE PAID PER THEIR RESPECTIVE PAY ITEMS. ANY OTHER WORK OR MATERIALS NECESSARY SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
6. ALL EXISTING CURB SHALL BE RETAINED, IN PLACE, UNLESS OTHERWISE NOTED.
7. ALL EXISTING DRAINAGE STRUCTURES SHALL BE RETAINED, IN PLACE, UNLESS OTHERWISE NOTED.
8. TREE STUMPS AND TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AS DIRECTED ON THE PLANS. THIS WORK SHALL BE PAID AS ITEM 201.1000.
9. TREE ROOTS ENCOUNTERED WITHIN EXCAVATION AREAS SHALL BE SAWN CLEANLY AND REMOVED. THIS WORK SHALL BE INCIDENTAL TO 656.8500 TREE PROTECTION.
10. RIGHT-OF-WAY (ROW) PLANS WERE FILED WITH THE TOWN CLERK PRIOR TO ISSUANCE OF THE BID DOCUMENTS. MINOR DESIGN DISCREPANCIES MAY EXIST BETWEEN THE ROW PLANS AND THE CONSTRUCTION PLANS. WHERE THESE DISCREPANCIES EXIST, THE CONTRACTOR SHALL CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS; HOWEVER, ALL WORK SHALL BE PERFORMED WITHIN THE LIMITS OF THE TOWN ROW AND EASEMENTS AS SHOWN ON THE ROW PLANS.

## PAVING NOTES:

11. PAVEMENT PATCHING FOR CURB CONSTRUCTION SHALL MATCH THE DEPTH OF EXISTING PAVEMENT. PAVEMENT SHALL BE BITUMINOUS CONCRETE PAVEMENT, TYPE IV, PAID AS ITEM 406.3400 BITUMINOUS CONCRETE PAVEMENT, NON-PAVER PLACED. SAW CUTTING FOR CURB PATCHING SHALL BE INCIDENTAL TO ITEM 406.3400 BITUMINOUS CONCRETE PAVEMENT, NON-PAVER PLACED.
12. ALL DRIVES ARE TO BE PAVED FROM BACK OF SIDEWALK TO THE RIGHT-OF-WAY OR LIMITS SHOWN ON THE PLANS. PAVEMENT LIFTS SHALL BE 2". DRIVES SHALL BE SAW CUT AND MILLED AS NECESSARY TO INSTALL NEW PAVEMENT FLUSH WITH EXISTING PAVEMENT. SAW CUTTING SHALL BE INCIDENTAL TO ITEM 406.3400 BITUMINOUS CONCRETE PAVEMENT, NON-PAVER PLACED. SEE STANDARD DRAWING B-71A AND B-71B FOR DRIVE DETAILS.
13. EMULSIFIED ASPHALT SHALL BE APPLIED ON EXISTING PAVEMENT SURFACES, BETWEEN ALL COURSES OF PAVEMENT AND ON THE FACE OF CURB OR SAWCUT. EMULSIFIED ASPHALT SHALL MEET THE REQUIREMENTS OF SECTION 404. EMULSIFIED ASPHALT SHALL BE PAID AS 404.1100 TACK COAT, EMULSIFIED ASPHALT.

## SIDEWALK AND CROSSWALK NOTES:

14. THE REMOVAL OF EXISTING SIDEWALK SHALL BE PAID AS ITEM 203.1500 COMMON EXCAVATION.
15. SIDEWALK RAMPS AND DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH VTRANS STD DRAWINGS C-3A, C-3B. ALL SIDEWALK RAMPS SHALL BE PORTLAND CEMENT CONCRETE, 5" THICK AND PAID AS ITEM 618.1005 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH. DETECTABLE WARNING SURFACES SHALL BE CAST IRON. DETECTABLE WARNING SURFACES PAID AS 618.3000.
16. ALL NEW CROSSWALKS SHALL BE WATERBORNE PAINT AND SHALL BE PAID AS ITEM 646.3110

## EROSION PREVENTION AND SEDIMENT CONTROL

17. THE CONTRACTOR SHALL REFER TO VTRANS STD DRAWINGS, EPSC PLAN SHEETS AND DETAILS, AND THE LOW RISK SITE HANDBOOK FOR EROSION PREVENTION AND SEDIMENT CONTROL FOR PRACTICES AND DETAILS. EPSC REQUIREMENTS SHALL BE GOVERNED BY SUBSECTION 105.23 OF THE 2024 VTRANS STANDARD SPECIFICATIONS.

## UNITED STATES POSTAL SERVICE CONSIDERATIONS

18. THE EASEMENT AREA ON THE PROPERTY LEASED BY THE USPS SHALL NOT BE USED FOR STORAGE OF EQUIPMENT OR SUPPLIES, OR PLACEMENT OF PORTABLE TOILETS OR CONSTRUCTION TRAILERS.
19. PARKING AREA SHALL NOT BE DISTURBED EXCEPT FOR WHEN PHYSICAL WORK IS TAKING PLACE WITHIN THE EASEMENT AREA.
20. NO PARKING OUTSIDE THE EASEMENT AREA SHALL BE IMPACTATED AT ANY TIME.
21. CONTINUOUS ACCESS TO THE POST OFFICE AND PARKING AREAS MUST BE PROVIDED DURING BUSINESS HOURS. THE TIMING OF CLOSURE FOR WORK IN THE DRIVEWAY MUST BE COORDINATED WITH THE POSTMASTER.
22. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE 7 DAYS IN ADVANCE OF WORK WITHIN THE EASEMENT AREA.
23. CONTRACTOR SHALL COORDINATE WITH THE POSTMASTER ON THE RELOCATION OF THE USPS MAILBOX. USPS WILL RELOACTE THE MAILBOX ONCE THE NEW CONCRETE PAD HAS BEEN CONSTRUCTED.
24. WORK WITHIN THE EASEMENT AREA SHALL BE COMPLETED PRIOR TO NOVEMBER 15TH OF THE CONSTRUCTION YEAR.
25. SEE CONSENT AND CONSTRUCTION AGREEMENT FOR MORE INFORMATION.

PROJECT NAME: MORETOWN  
PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20F209frm.dgn  
PROJECT LEADER: E. ALLING  
DESIGNED BY: C. PETERSON  
GENERAL NOTES SHEET

PLOT DATE: 10/24/2025  
DRAWN BY: C. PETERSON  
CHECKED BY: E. ALLING  
SHEET 4 OF 31



# TEMPORARY TRAFFIC CONTROL NOTES

## TEMPORARY TRAFFIC CONTROL

1. THE FOLLOWING TRAFFIC CONTROL INFORMATION IS INTENDED TO BE A GENERAL OUTLINE FOR HOW THE WORK SHOULD PROCEED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SITE SPECIFIC DETAILS TO ADDRESS SPECIFIC SITUATIONS. THIS RESPONSIBILITY INCLUDES PROVIDING A PLAN DETAILING THE USE AND PLACEMENT OF SIGNS, CHANNELING DEVICES, ARROW PANELS, FLAGGERS AND UNIFORMED TRAFFIC OFFICERS (UTO'S) DURING LANE CLOSURES. ALL TRAFFIC CONTROL DETAILS MUST BE DESIGNED AND IMPLEMENTED IN ACCORDANCE WITH THE MUTCD AND VAOT STANDARDS T-1, T-2, T-10, T-17, T-28, T-30, T-35, T-36 AND T-56. WHERE CONFLICTS EXIST, THE MUTCD SHALL GOVERN. THE COST OF PREPARING THIS PLAN (AND MAKING CHANGES IF NECESSARY) SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 641.1100, TRAFFIC CONTROL, ALL-INCLUSIVE.
2. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THESE PROJECT PLANS, APPLICABLE VAOT STANDARD DRAWINGS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 11TH EDITION, AND ITS LATEST REVISIONS, OR AS DIRECTED BY THE ENGINEER.
3. THE CONTRACTOR MUST PROVIDE ACCESS THROUGH THE WORK ZONE FOR EMERGENCY VEHICLES AT ALL TIMES, OR COORDINATE EMERGENCY ROUTES PRIOR TO THE START OF CONSTRUCTION.
4. SIGNS SHALL ONLY BE VISIBLE TO MOTORISTS AT THE TIMES WHEN THE MESSAGE IS PERTINENT, I.E. A "FLAGGER AHEAD" SIGN SHALL ONLY BE VISIBLE TO MOTORISTS WHEN THE FLAGGER IS ACTUALLY PRESENT PERFORMING THEIR DUTIES.
5. MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES FOR EMERGENCY VEHICLES. MAINTAIN ACCESS TO ALL COMMERCIAL AND MUNICIPAL PROPERTIES DURING BUSINESS HOURS OR COORDINATE OFF SITE PARKING WITH PROPERTY OWNER. ACCESS TO RESIDENTIAL PROPERTIES MAY BE RESTRICTED FOR A SHORT DURATION (A FEW HOURS). THIS WORK WILL BE COORDINATED WITH THE OWNER. COORDINATE MAJOR WORK ON COMMERCIAL OR MUNICIPAL ACCESSES WITH THE OWNER AT LEAST TWO WEEKS PRIOR TO STARTING THE WORK. ALL ACCESSES SHALL ALSO BE KEPT FREE OF WORK AND TRAFFIC CONTROLLED BY UTO'S OR FLAGGERS AS REQUIRED.
6. THE CONTRACTOR SHALL MAINTAIN DRIVE ACCESS TO RESIDENTIAL PROPERTIES AT ALL TIMES UNTIL THERE IS ACTIVE CONSTRUCTION ACROSS DRIVES. THE CONTRACTOR MAY RESTRICT ACCESS TO RESIDENTIAL PROPERTIES DURING THE CURING PERIOD FOR CONCRETE ACROSS THE DRIVE. THE CONTRACTOR SHALL NOTIFY EACH PROPERTY OWNER AT LEAST TWO WEEKS PRIOR TO WORK THAT WILL RESTRICT ACCESS TO THEIR DRIVEWAY.
7. EFFORTS SHALL BE MADE TO ACCOMMODATE PEDESTRIAN TRAVEL AT ALL TIMES. THIS CAN INCLUDE, BUT IS NOT LIMITED TO A DEDICATED PEDESTRIAN ESCORT, SIGNAGE AND CONED OFF WALKING AREAS WITHIN CLOSED LANES. FLAGGERS SHALL NOT BE USED AS PEDESTRIAN ESCORTS. WHEN EXISTING PEDESTRIAN FACILITIES ARE DISRUPTED, CLOSED, OR RELOCATED IN A TEMPORARY TRAFFIC CONTROL ZONE, THE TEMPORARY FACILITIES SHALL BE DETECTABLE, SHALL MAINTAIN ADA STANDARDS AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY. PAYMENT WILL BE INCLUDED IN THE UNIT PRICE FOR ITEM 641.1100 TRAFFIC CONTROL, ALL-INCLUSIVE.
8. NO CONSTRUCTION SIGNS SHALL BE INSTALLED AS TO INTERFERE OR OBSTRUCT THE VIEW OF EXISTING TRAFFIC CONTROL DEVICES, STOPPING SIGHT DISTANCE, AND CORNER SIGHT DISTANCE FROM DRIVES AND TOWN HIGHWAYS. EXISTING SIGNS WHICH CONFLICT WITH TEMPORARY TRAFFIC CONTROL SHALL BE COMPLETELY COVERED OR REMOVED. SIGN COVERINGS SHALL NOT DAMAGE THE RETRO-REFLECTIVITY OF THE SIGN FACE. THE SIGN COVERING SHALL NOT DETERIORATE FOR THE DURATION THAT THE SIGN IS COVERED.
9. CONSTRUCTION ZONE SIGN LAYOUT SHALL BE IN ACCORDANCE WITH SECTION 6 OF THE LATEST EDITION OF THE MUTCD, AND AS OUTLINED IN THE SPECIAL PROVISIONS.
10. DIAMOND SHAPED SIGNS SHALL BE 4' X 4' WITH BLACK TEXT AND BORDER ON A RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND.
11. RETROREFLECTIVE SHEETING SHALL BE AS NOTED ON VAOT STANDARD T-1 AND IN SUBSECTION 750.04
12. AS THE CONSTRUCTION OPERATION MOVES, FLAGGER SIGNS SHALL BE MOVED ACCORDINGLY. AT NO TIME SHOULD THE FLAGGER SYMBOL SIGN BE MORE THAN 500 FEET FROM THE FLAGGER STATION. FLAGGER SIGNS SHALL BE COVERED OR TURNED AWAY FROM TRAFFIC WHEN FLAGGING OPERATIONS CEASE FOR LONGER THAN 15 MINUTES.
13. BARRELS/DRUMS SHALL BE USED TO CLEARLY DEFINE THE TRAVEL SPACE AND PROVIDE SEPARATION FROM THE WORK SPACE ALONG ITS ENTIRE LENGTH. REFLECTORIZED CONES OR DRUMS MAY BE USED TO DELINEATE COMMERCIAL DRIVEWAYS WITHIN THE WORK ZONE.
14. THE CONTRACTOR SHALL MAKE ACCOMMODATIONS FOR ANY SCHOOL BUS STOPS WITHIN THE PROJECT LIMITS. THE LOCATIONS OF SCHOOL BUS STOPS SHALL BE COORDINATED WITH THE LOCAL SCHOOL TRANSPORTATION COORDINATOR AT MORETOWN ELEMENTARY SCHOOL AND THE HARWOOD UNIFIED UNION SCHOOL DISTRICT. FLAGGERS SHALL BE STATIONED AT THESE LOCATIONS DURING THE TYPICAL MORNING PICK UP AND AFTERNOON DROP OFF WHILE WORK IS BEING PERFORMED NEAR THESE BUS STOPS.
15. THE CONTRACTOR SHALL NOT PLACE OBSTACLES, EQUIPMENT, CONSTRUCTION MATERIALS, TRAFFIC CONTROL DEVICES, OR ANY OTHER OBSTRUCTION SO THAT THEY ENCROACH INTO THE BICYCLE PATH OF TRAVEL SUCH AS A BICYCLE LANE, PATH, OR ROADWAY SHOULDER.
16. COMMUNICATIONS AND ACCOMMODATIONS FOR POSTAL DELIVERIES, NEWSPAPER ROUTES, TRASH SERVICES, AND/OR OTHER DELIVERY SERVICES INTERRUPTED BY THE PROJECT OR DETOUR SHOULD BE COORDINATED WITH THE APPROPRIATE CONTACTS.
17. THE CONTRACTOR SHALL MAINTAIN A MINIMUM ONE-WAY ALTERNATING TRAFFIC DURING WORK HOURS. TWO-WAY TRAFFIC SHALL BE MAINTAINED DURING NON-WORK HOURS.

## PEDESTRIAN TEMPORARY TRAFFIC CONTROL

18. THE CONTRACTOR SHALL PROVIDE A TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) FOR REVIEW AND WRITTEN APPROVAL BY THE RESIDENT ENGINEER A MINIMUM OF THREE WEEKS BEFORE SUCH PLAN IS IMPLEMENTED. THIS PLAN SHALL DETAIL THE CONSTRUCTION PHASING AND SCHEDULE AND THE SPECIFIC METHODS OF MAINTAINING SAFE PEDESTRIAN ACCESS THROUGHOUT THE CONSTRUCTION AREA. THIS PLAN SHALL PROVIDE THE LOCATION AND DETAILS OF TEMPORARY CONSTRUCTION SIGNING, MARKINGS, BARRICADES, CHANNELIZING DEVICES, TPARS AND METHODS TO MAINTAIN ACCESS TO ADJACENT PROPERTIES, BUSINESSES, RESIDENCES, ETC.
19. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN THROUGH MOVEMENTS FROM ONE END OF THE CONSTRUCTION AREA TO THE OTHER, ON AT LEAST ONE SIDE OF THE STREET DURING CONSTRUCTION. ANY SIDEWALK CLOSURES SHALL MEET THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART 6.
20. PEDESTRIAN ACCESS SHALL BE PROVIDED TO ALL ADJACENT PROPERTIES, BUILDINGS, RESIDENCES, COMMERCIAL PROPERTIES AND TRANSIT STOPS. THIS MAY INCLUDE TEMPORARY WALKWAYS SPANNING THE CONSTRUCTION AREA.
21. IF SIDEWALKS ARE CLOSED, A TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) SHALL BE PROVIDED ON THE SAME SIDE OF THE ROAD AS THE CLOSED SIDEWALK, IF POSSIBLE. SIGNS AND BARRICADES SHALL BE USED TO PROVIDE ADVANCE NOTICE OF THE CLOSURE AND THE ROUTE OF ANY PEDESTRIAN DETOURS. THE TPAR SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 4 FEET. IF THE TPAR IS LESS THAN 5 FEET IN WIDTH, A 5 FOOT BY 5 FOOT PASSING SPACE MUST BE PROVIDED AT LEAST EVERY 200 FEET. THE SURFACE OF THE TPAR SHALL BE FIRM, STABLE AND SLIP-RESISTANT AND CONTINUOUS WITH A MINIMUM 80 INCHES OVERHEAD CLEARANCE FOR THE LENGTH OF THE TPAR. THE TPAR SHALL MAINTAIN THE SAME LEVEL OF ACCESSIBILITY AND DETECTABILITY AS THE FACILITY THAT IS BEING CLOSED. THE TPAR SHALL NOT LEAD PEDESTRIANS INTO CONFLICTS WITH VEHICLES, EQUIPMENT, OR CONSTRUCTION OPERATIONS.
22. WHEN TEMPORARY CROSSWALKS ARE UTILIZED FOR THE TPAR, TEMPORARY DETECTABLE WARNINGS SHALL BE PLACED AT EACH END OF THE TEMPORARY CROSSWALKS. THE TEMPORARY CROSSWALK SHALL BE DELINEATED WITH TEMPORARY PAVEMENT MARKINGS OR TAPE. THE MARKINGS SHALL BE PARALLEL 12-INCH-WIDE WHITE LINES PLACED 7 FEET ON CENTER APART. IT SHOULD BE NOTED THAT CURB PARKING SHALL BE PROHIBITED FOR AT LEAST 20 FEET IN ADVANCE OF MIDBLOCK CROSSWALKS. TEMPORARY CROSSWALK SIGNS SHALL BE PROVIDED FOR THE CROSSWALK.
23. IF THERE IS WORK OCCURRING OVER AN OPEN SIDEWALK, PROTECTIVE OVERHEAD COVERING MUST BE PROVIDED AS NECESSARY TO ENSURE PROTECTION FROM FALLING OBJECTS AND DRIPPING FROM OVERHEAD STRUCTURES. COVERED WALKWAYS SHOULD BE STURDILY CONSTRUCTED AND ADEQUATELY LIGHTED FOR NIGHTTIME USE.
24. INDIVIDUAL CHANNELIZING DEVICES, TAPE, OR ROPE USED TO CONNECT INDIVIDUAL DEVICES AND OTHER DISCONTINUOUS BARRIERS AND DEVICES, PAVEMENT MARKINGS ARE NOT DETECTABLE BY PERSONS WITH VISUAL DISABILITIES. THESE MEASURES DO NOT PROVIDE ACCEPTABLE PATH GUIDANCE ON TEMPORARY OR RE-ALIGNED SIDEWALKS OR OTHER PEDESTRIAN FACILITIES. PEDESTRIAN CHANNELIZING DEVICES SHALL INCLUDE A CONTINUOUSLY DETECTABLE BOTTOM AND TOP EDGE THROUGHOUT THE LENGTH OF THE FACILITY SUCH THAT IT CAN BE FOLLOWED BY PEDESTRIANS USING LONG CANES FOR GUIDANCE.
25. CHANNELIZING DEVICES ON BOTH SIDES OF THE TPAR SHALL INCLUDE A CONTINUOUS SOLID TOP AND BOTTOM RAILS. THE TOP EDGE OF THE TOP RAIL SHALL BE BETWEEN 32 INCHES AND 38 INCHES ABOVE THE GROUND LEVEL. THE BOTTOM RAIL SHALL BE AT LEAST 8 INCHES WIDE, WITH THE BOTTOM EDGE OF THE BOTTOM RAIL SURFACE NO HIGHER THAN 2 INCHES ABOVE THE GROUND.
26. IF THE TPAR IS ADJACENT TO MOVING TRAFFIC, CONSTRUCTION OPERATIONS/EQUIPMENT, OR DROPOFFS, THEN CRASHWORTHY CHANNELIZING DEVICES THAT MEET THE REQUIREMENTS OF THE MUTCD SHALL BE USED.
27. THE CONTRACTOR SHALL NOT STORE OR PLACE ANY CONSTRUCTION MATERIALS, EQUIPMENT OR SIGNS IN THE PEDESTRIAN PATH OF TRAVEL.
28. PROVISION OF THE TPAR AND ALL ITS ELEMENTS, INCLUDING BUT NOT LIMITED TO SIGNS, CHANNELIZING DEVICES, BARRICADES, TEMPORARY CURB RAMPS, TEMPORARY PAVEMENT MARKINGS AND OTHER TRAFFIC CONTROL DEVICES IS TO BE PAID FOR INCIDENTAL TO ITEM 641.1100, "TRAFFIC CONTROL, ALL-INCLUSIVE."
29. THE CONTRACTOR SHALL REVIEW AND USE THE "VERMONT BICYCLE AND PEDESTRIAN WORK ZONE TRAFFIC CONTROL GUIDE," AVAILABLE ON VTRANS WEBSITE TO DESIGN AND IMPLEMENT TRAFFIC CONTROL FOR BICYCLE AND PEDESTRIAN INTO THEIR SITE-SPECIFIC TRAFFIC CONTROL PLAN FOR ALL STAGES OF CONSTRUCTION.
30. AS THE NEW PATHWAY IS CONSTRUCTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLOSING OFF THE FULL WIDTH OF THE PATHWAY DURING NON-WORKING HOURS AND UNTIL THE PROJECT IS COMPLETED TO PREVENT ACCESS BY PEDESTRIANS AND BICYCLISTS FROM ENTERING THE WORK AREA.

PROJECT NAME: MORETOWN  
PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209frm.dgn PLOT DATE: 10/24/2025  
PROJECT LEADER: E. ALLING DRAWN BY: C. PETERSON  
DESIGNED BY: C. PETERSON CHECKED BY: E. ALLING  
TTC NOTES SHEET SHEET 5 OF 31



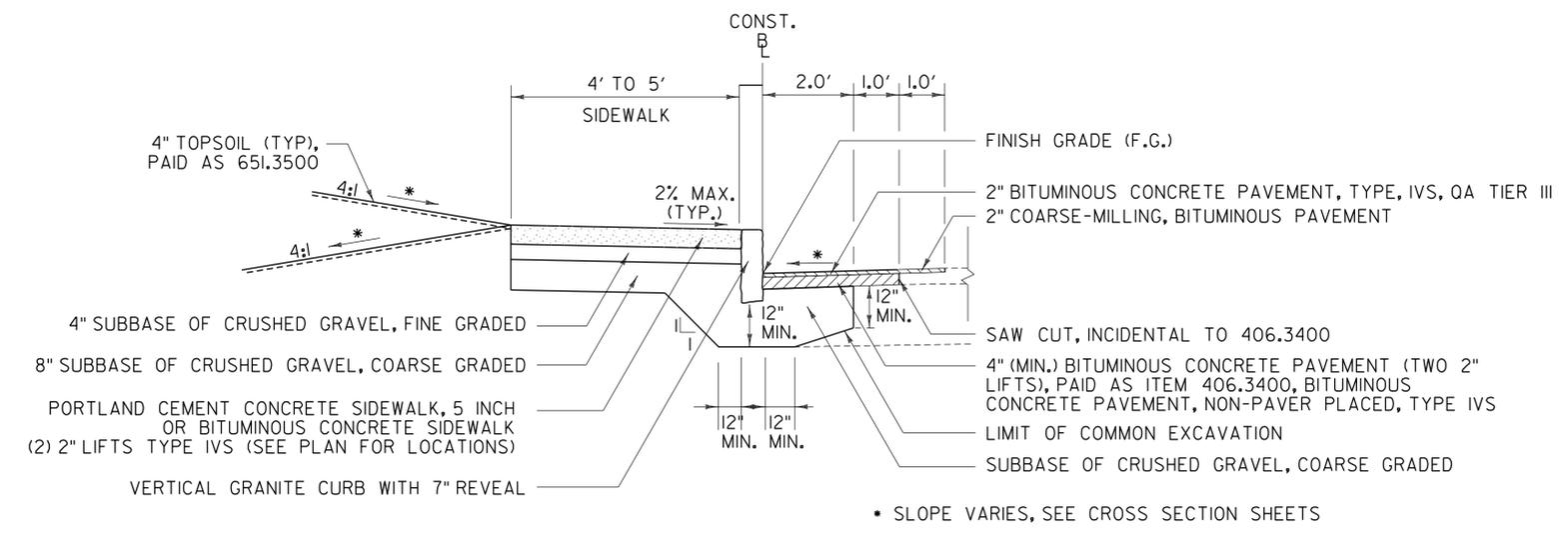
**MATERIAL ITEM      THICKNESS/TOLERANCE**

SIDEWALK & PAVEMENT = +/- 1/4" (TOTAL DEPTH)

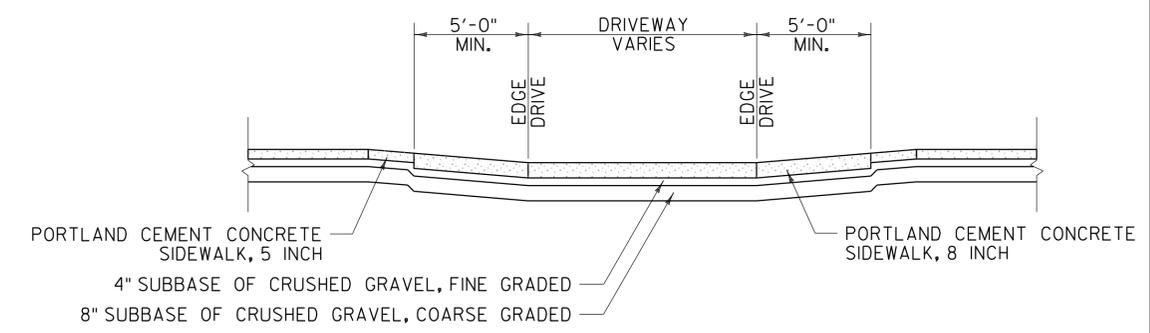
SUBBASE = 1" (TOTAL DEPTH)

**SEEDING FORMULA - URBAN**

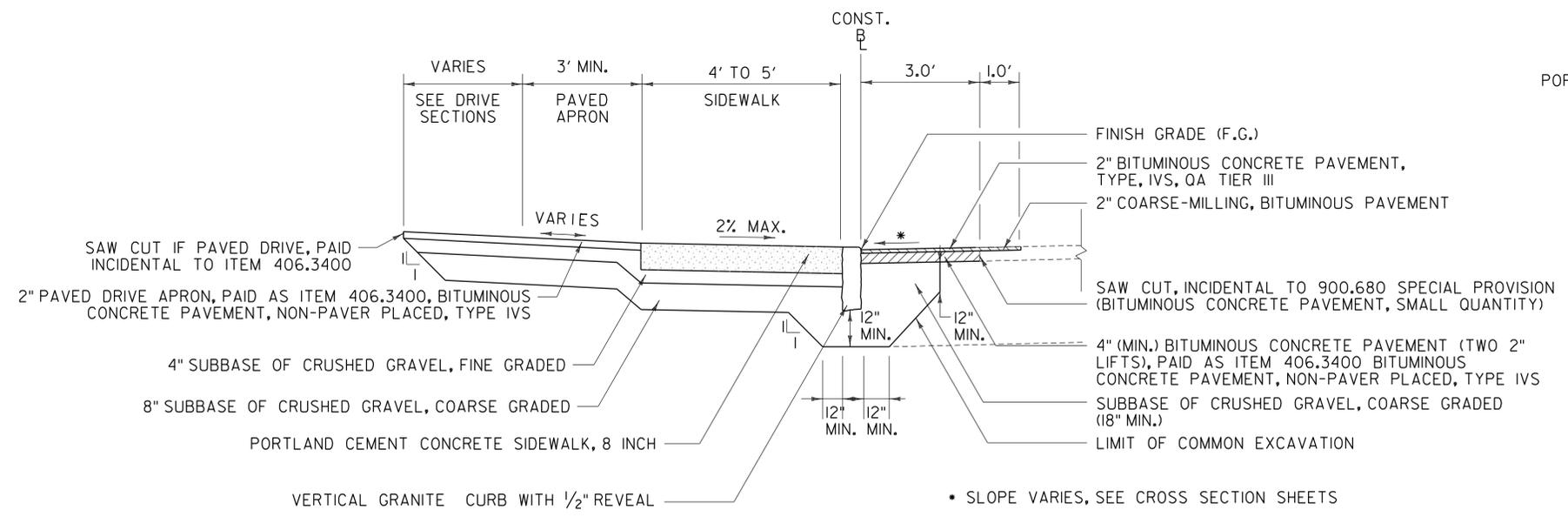
SEE EPSC DETAIL SHEET



**SIDEWALK TYPICAL**  
NOT TO SCALE



**SIDEWALK - DRIVE CROSSING**  
NOT TO SCALE



**DRIVE TYPICAL**  
NOT TO SCALE

NOTE: THE CONTRACTOR SHALL VERIFY IN THE FIELD A MINIMUM CURB TO CURB ROADWAY WIDTH OF 30' PRIOR TO INSTALLING NEW CURB.



PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BPI9(3)	
FILE NAME: z20f209typ.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: G. MERKLE
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
TYPICAL SECTIONS SHEET	SHEET 6 OF 31





GPS CONTROL POINTS

VERMONT CAPITAL CORS ARP

PID AF9563  
N = 642229.414  
E = 1618836.273  
ELLIP HEIGHT = 526.712

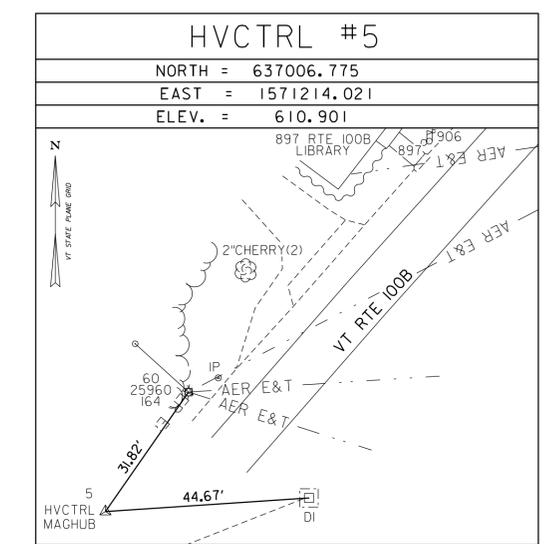
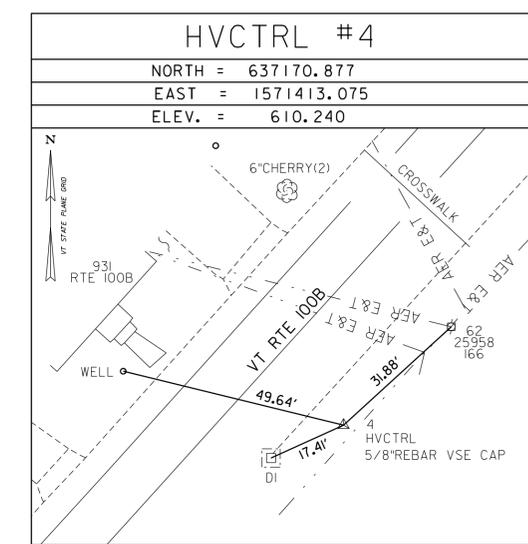
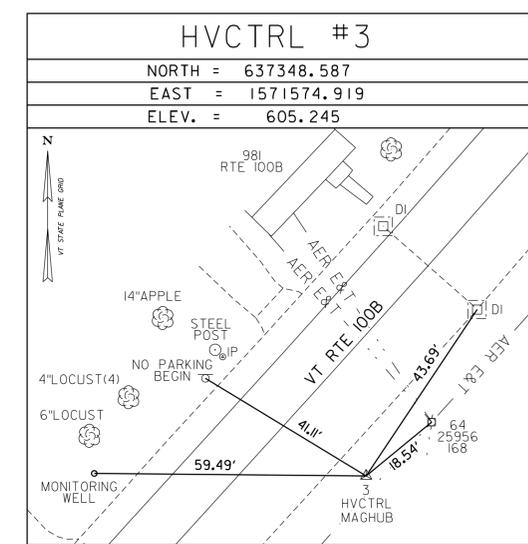
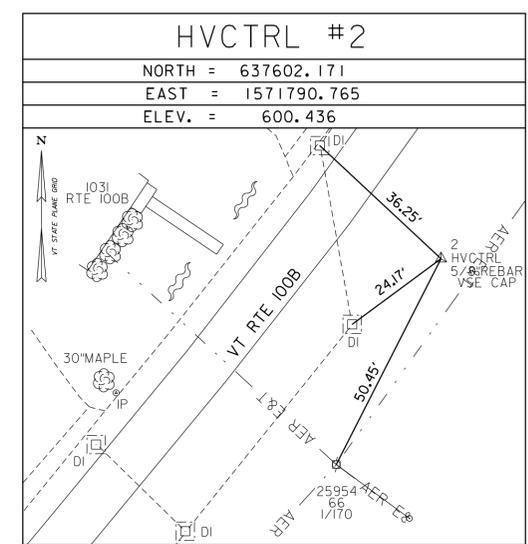
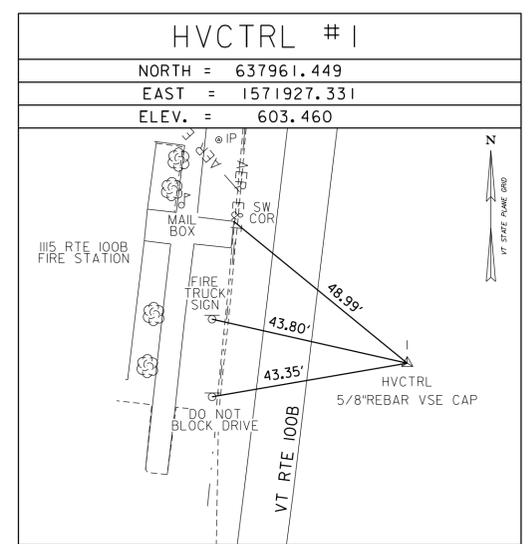
STATION IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION. STATION IS THE ANTENNA REFERENCE POINT OF THE GPS ANTENNA. THE ANTENNA IS MOUNTED ON THE ROOF OF 133 STATE STREET IN MONTPELIER, VERMONT. OWNERSHIP: VERMONT AGENCY OF TRANSPORTATION, 1 NATIONAL LIFE DRIVE, DRAWER 33, MONTPELIER, VT 05633. CONTACT: DANIEL MARTIN.

41 AIM (VSE #1340)

PID GS0224  
NORTH = 637772.026  
EAST = 1571886.196  
ELEV. = 601.500

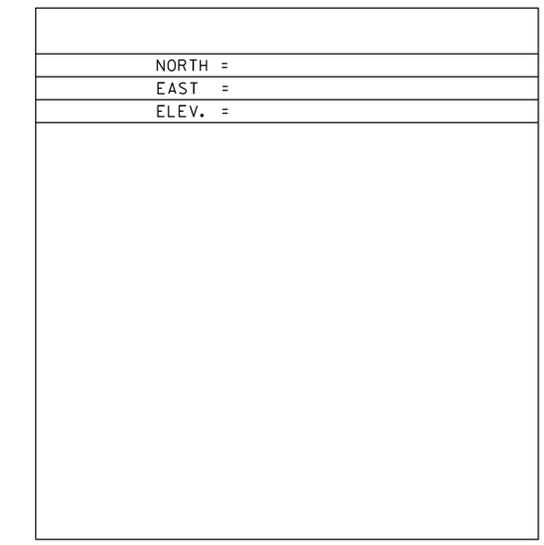
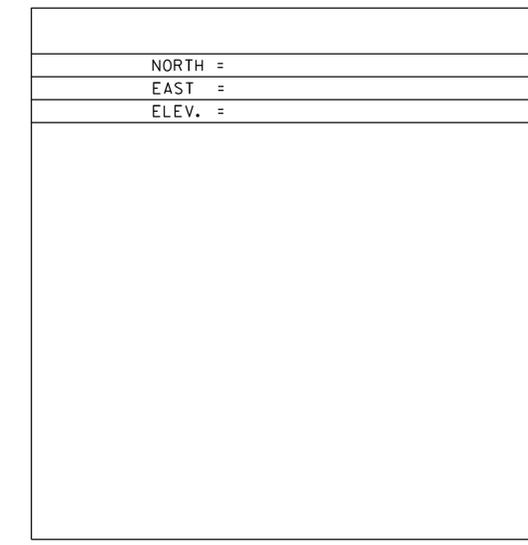
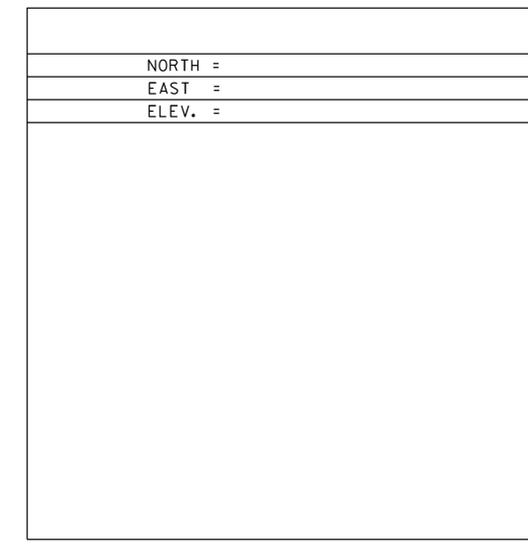
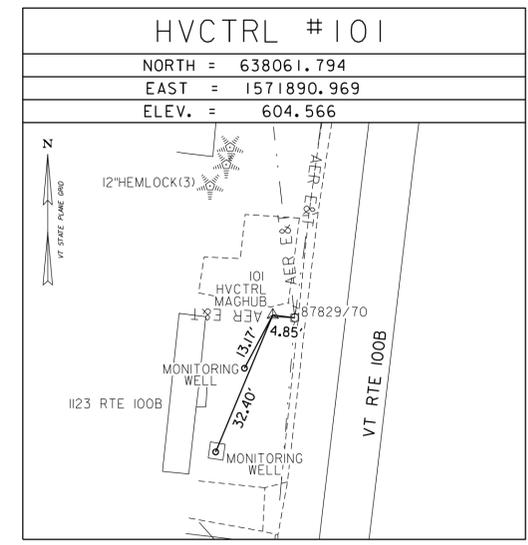
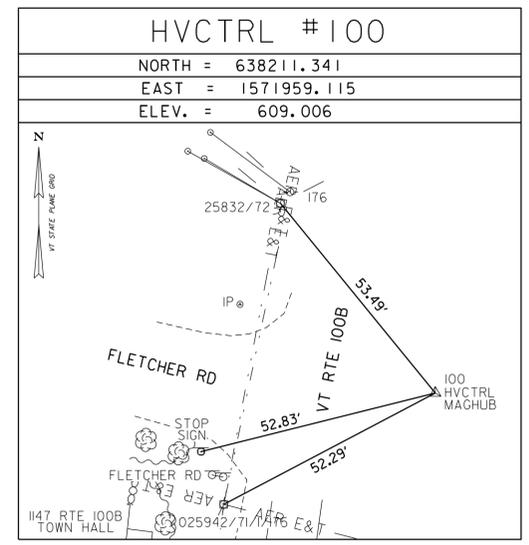
STATION MARK IS A USGS SURVEY DISK STAMPED 41 AIM 1963 602. GENERAL LOCATION, MORETOWN, VT. 450 FT (137.2 M) SOUTH OF POST OFFICE, IN SOUTHEAST CONCRETE WINGWALL OF VT ROUTE 100B BRIDGE OVER DOCTORS BROOK.

TRAVERSE TIES



\* SURVEY COMPLETED: OCTOBER 29, 2020 BY VSE, A. SCARZELLO-PC, C. BROWN

TRAVERSE TIES



DATUM	
VERTICAL	NAVD88
HORIZONTAL	NAD83(2011)
ADJUSTMENT	LSO

PROJECT NAME:	MORETOWN
PROJECT NUMBER:	STP BPI9(3)
FILE NAME:	z20f209tie.dgn
PROJECT LEADER:	E. ALLING
DESIGNED BY:	VSE
TIE SHEET	
PLOT DATE:	10/24/2025
DRAWN BY:	VSE
CHECKED BY:	VSE
SHEET	9 OF 31

PORTLAND CEMENT CONCRETE  
SIDEWALK, 5 INCH  
STA. 0+82 TO 1+15, LT  
STA. 1+42 TO 1+95, LT  
STA. 2+20 TO 2+56, LT  
STA. 2+82 TO 4+06, LT  
STA. 4+32 TO 5+00, LT  
STA. 5+22 TO 5+75, LT

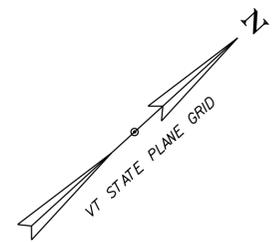
CHANGING ELEVATION OF  
DIS. CATCH BASINS, OR  
MANHOLES  
STA. 3+98, 2' RT  
VERTICAL GRANITE CURB  
STA. 0+82 TO 5+25, LT

4 INCH WHITE LINE,  
WATERBORNE PAINT  
STA. 0+82 TO 5+25, RT  
CROSSWALK MARKING,  
WATERBORNE PAINT  
STA. 3+03, RT

SIGN REMOVAL, FLAT SHEET ALUMINUM  
AS SHOWN - 4  
RESETTING SIGNS  
AS SHOWN - 4

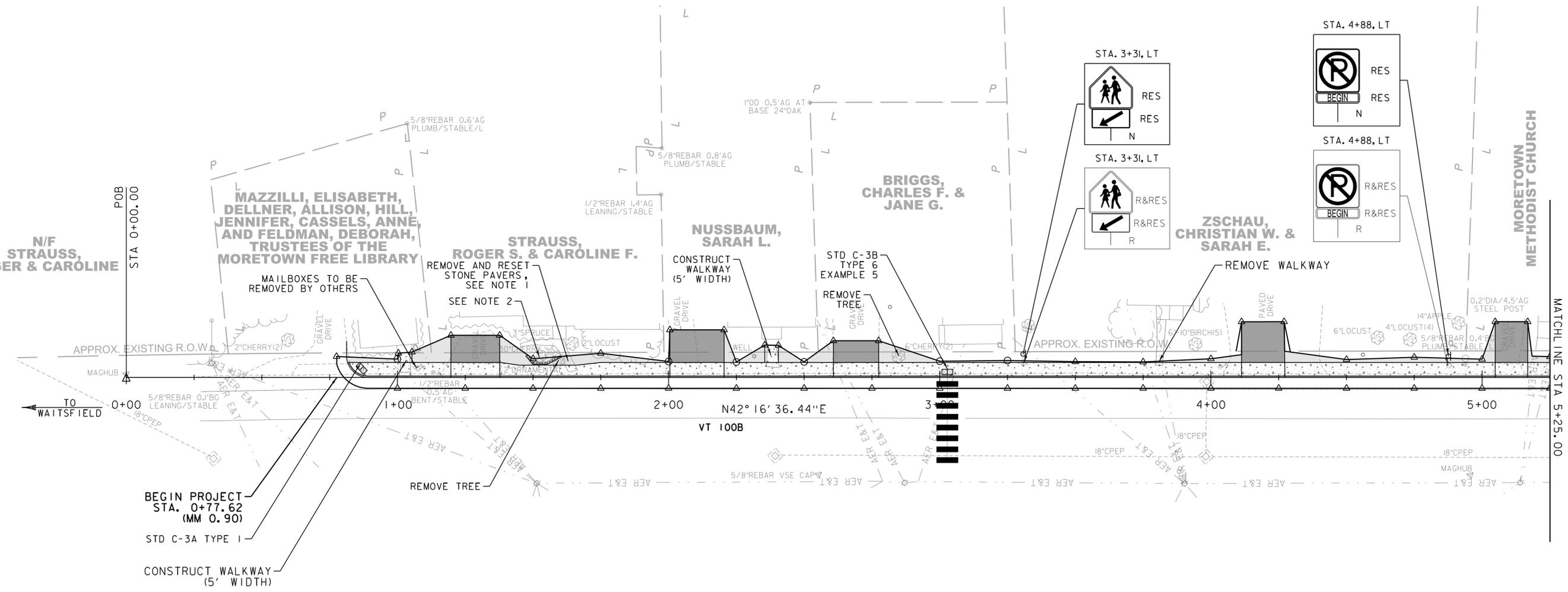
SIDEWALK WIDTHS			
WIDTH	START STA.	END STA.	TYPE
5'	0+82	1+38	CONCRETE
5' TO 4'	1+38	1+45	CONCRETE
4'	1+45	1+66	CONCRETE
4' TO 5'	1+66	1+75	CONCRETE
5'	1+75	5+25	CONCRETE

DRIVES			
LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 1+29, LT.	GRAVEL	18'	10'
STA. 2+11, LT.	GRAVEL	20'	12'
STA. 2+69, LT.	GRAVEL	17'	8'
STA. 4+19, LT.	PAVED	16'	15'
STA. 5+11, LT.	GRAVEL	12'	15'



PORTLAND CEMENT CONCRETE  
SIDEWALK, 8 INCH  
STA. 1+15 TO 1+42, LT  
STA. 1+95 TO 2+20, LT  
STA. 2+56 TO 2+82, LT  
STA. 4+06 TO 4+32, LT  
STA. 5+00 TO 5+22, LT

TREE PROTECTION  
STA. 1+53, LT  
DETECTABLE WARNING SURFACE  
STA. 0+87, LT  
STA. 3+03, LT  
REMOVING AND RESETTING  
PROPERTY MARKERS  
STA. 1+13, LT  
STA. 4+94, LT



- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS DRIVE
- PROPOSED TURF ESTABLISHMENT

DATUM	
VERTICAL	NAVD88
HORIZONTAL	NAD83(2011)
ADJUSTMENT	LSQ

- NOTES:
- WORK TO REMOVE AND RESET STONE PAVERS SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
  - REMOVE AND RESET STONES ENCOUNTERED DURING EXCAVATION FOR GARDEN WALL TO PROTECT TREE AND REDUCE IMPACTS TO GARDEN. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO ALL OTHER CONTRACT ITEMS

SIGN LEGEND	
N	= NEW
R	= REMOVE
S	= SALVAGED
RET	= RETAIN
B-B	= BACK TO BACK



PROJECT NAME:	MORETOWN	PLOT DATE:	10/24/2025
PROJECT NUMBER:	STP BPI9(3)	DRAWN BY:	C. PETERSON
FILE NAME:	z20F209bdr.dgn	CHECKED BY:	E. ALLING
PROJECT LEADER:	E. ALLING	SHEET	10 OF 31
DESIGNED BY:	C. PETERSON	PLAN SHEET	I

**CHANGING ELEVATION OF DIS. CATCH BASINS, OR MANHOLES**  
 STA. 5+39, 2' RT  
 STA. 6+58, 1' RT  
 STA. 7+48, 1' RT  
 STA. 8+29, 1' LT  
 STA. 9+28, 1' LT

**STONE FILL, TYPE II**  
 STA. 10+50, LT

**VERTICAL GRANITE CURB**  
 STA. 5+25 TO 9+37, LT  
 STA. 10+60 TO 10+75, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**  
 STA. 5+25 TO 5+93, LT  
 STA. 6+27 TO 6+60, LT  
 STA. 6+90 TO 7+16, LT  
 STA. 7+50 TO 8+20, LT  
 STA. 8+50 TO 8+66, LT  
 STA. 10+60 TO 10+75, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH**  
 STA. 5+93 TO 6+27, LT  
 STA. 6+60 TO 6+90, LT  
 STA. 7+16 TO 7+50, LT  
 STA. 8+20 TO 8+50, LT  
 STA. 8+66 TO 9+37, LT

**BITUMINOUS CONCRETE CURB, TYPE B**  
 STA. 9+55 TO 10+14, LT  
 STA. 10+37 TO 10+60, LT

**BITUMINOUS CONCRETE SIDEWALK**  
 STA. 9+55 TO 10+14, LT  
 STA. 10+37 TO 10+60, LT

**REMOVING AND RESETTING PROPERTY MARKERS**  
 STA. 7+59, LT

**4 INCH WHITE LINE, WATERBORNE PAINT**  
 STA. 5+25 TO 10+75, RT

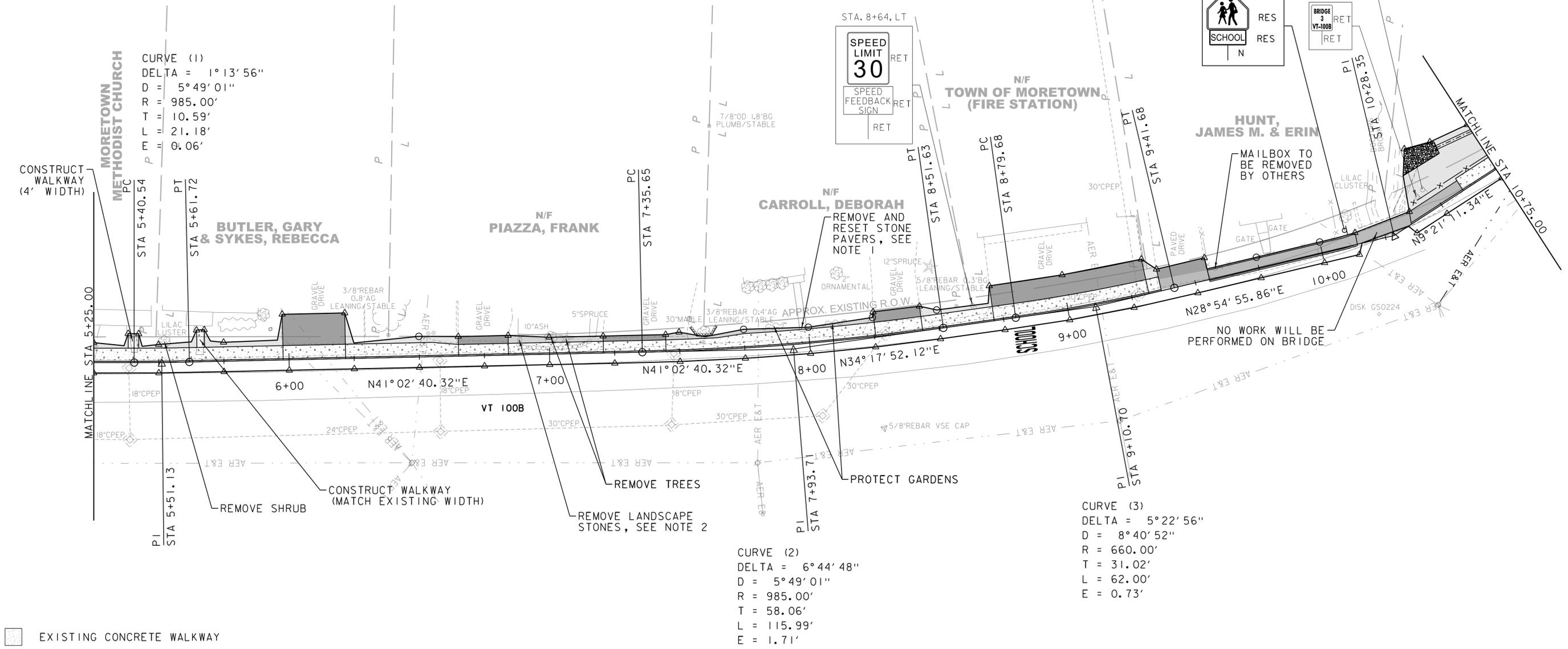
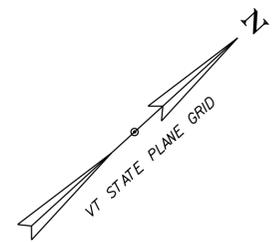
**LETTER OR SYMBOL, WATERBORNE PAINT**  
 STA. 8+82, RT "SCHOOL"

**TREE PROTECTION**  
 STA. 7+60, LT

**PLANK RAIL FENCE**  
 STA. 10+40 TO 10+75, LT

SIDEWALK WIDTHS			
WIDTH	START STA.	END STA.	TYPE
5'	5+25	6+55	CONCRETE
5' TO 4'	6+55	6+65	CONCRETE
4'	6+65	7+65	CONCRETE
4' TO 5'	7+65	7+75	CONCRETE
5'	7+75	9+37	CONCRETE
0'	9+37	9+55	NO SIDEWALK
4'	9+55	10+14	BITUMINOUS
0'	10+14	10+37	NO SIDEWALK
4'	10+37	10+60	BITUMINOUS
5'	10+60	10+75	CONCRETE

DRIVES			
LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 6+10, LT.	GRAVEL	24'	12'
STA. 6+75, LT.	GRAVEL	19'	3'
STA. 7+33, LT.	GRAVEL	24'	2'
STA. 8+35, LT.	GRAVEL	18'	4'
STA. 9+01, LT.	GRAVEL	60'	8'
STA. 9+46, LT.	PAVED	19'	4'



- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS DRIVE
- PROPOSED TURF ESTABLISHMENT

- NOTES:**
- WORK TO REMOVE AND RESET STONE PAVERS SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
  - REMOVAL OF THE STONE LANDSCAPING BORDER TO BE PAID AS COMMON EXCAVATION. CARE SHALL BE TAKEN TO AVOID DAMAGING THE PORCH FOUNDATION. ANY DAMAGE TO THE STRUCTURE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DATUM	
VERTICAL	NAVD88
HORIZONTAL	NAD83(2011)
ADJUSTMENT	LSQ



PROJECT NAME:	MORETOWN	PLOT DATE:	10/24/2025
PROJECT NUMBER:	STP BPI9(3)	DRAWN BY:	C. PETERSON
FILE NAME:	z20f209bdr.dgn	DESIGNED BY:	C. PETERSON
PROJECT LEADER:	E. ALLING	CHECKED BY:	E. ALLING
PLAN SHEET 2		SHEET	II OF 31

**VERTICAL GRANITE CURB**  
 STA. 10+75 TO 14+33, LT

**REMOVE AND RESET MAILBOX, MULTIPLE SUPPORT**  
 STA. 12+28, LT

**DETECTABLE WARNING SURFACE**  
 STA. 12+38, LT  
 STA. 12+38, RT  
 STA. 14+25, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**  
 STA. 10+75 TO 11+43, LT  
 STA. 11+74 TO 12+42, LT  
 STA. 12+65 TO 12+91, LT  
 STA. 13+21 TO 13+60, LT  
 STA. 13+82 TO 14+32, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH**  
 STA. 11+43 TO 11+74, LT  
 STA. 12+42 TO 12+65, LT  
 STA. 12+91 TO 13+21, LT  
 STA. 13+60 TO 13+82, LT

**CROSSWALK MARKING, WATERBORNE PAINT**  
 STA. 12+38, RT

**TREE PROTECTION**  
 STA. 12+03, LT  
 STA. 13+58, LT  
 STA. 13+85, LT

**SIGN REMOVAL, FLAT SHEET ALUMINUM**  
 AS SHOWN - 4

**RESETTING SIGNS**  
 AS SHOWN - 1

**WIRED CONDUIT, 2 INCH**  
 STA. 11+28 TO 11+84, LT

**SPLIT RAIL FENCE**  
 STA. 10+75 TO 10+79, LT

**4 INCH WHITE LINE, WATERBORNE PAINT**  
 STA. 10+75 TO 14+34, RT  
 STA. 11+65 TO 11+83, LT (PARKING)

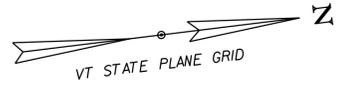
**LETTER OR SYMBOL, WATERBORNE PAINT**  
 STA. 11+77, LT (ACCESSIBLE SPACE)

**SIDEWALK WIDTHS**

WIDTH	START STA.	END STA.	TYPE
5'	10+75	14+32	CONCRETE

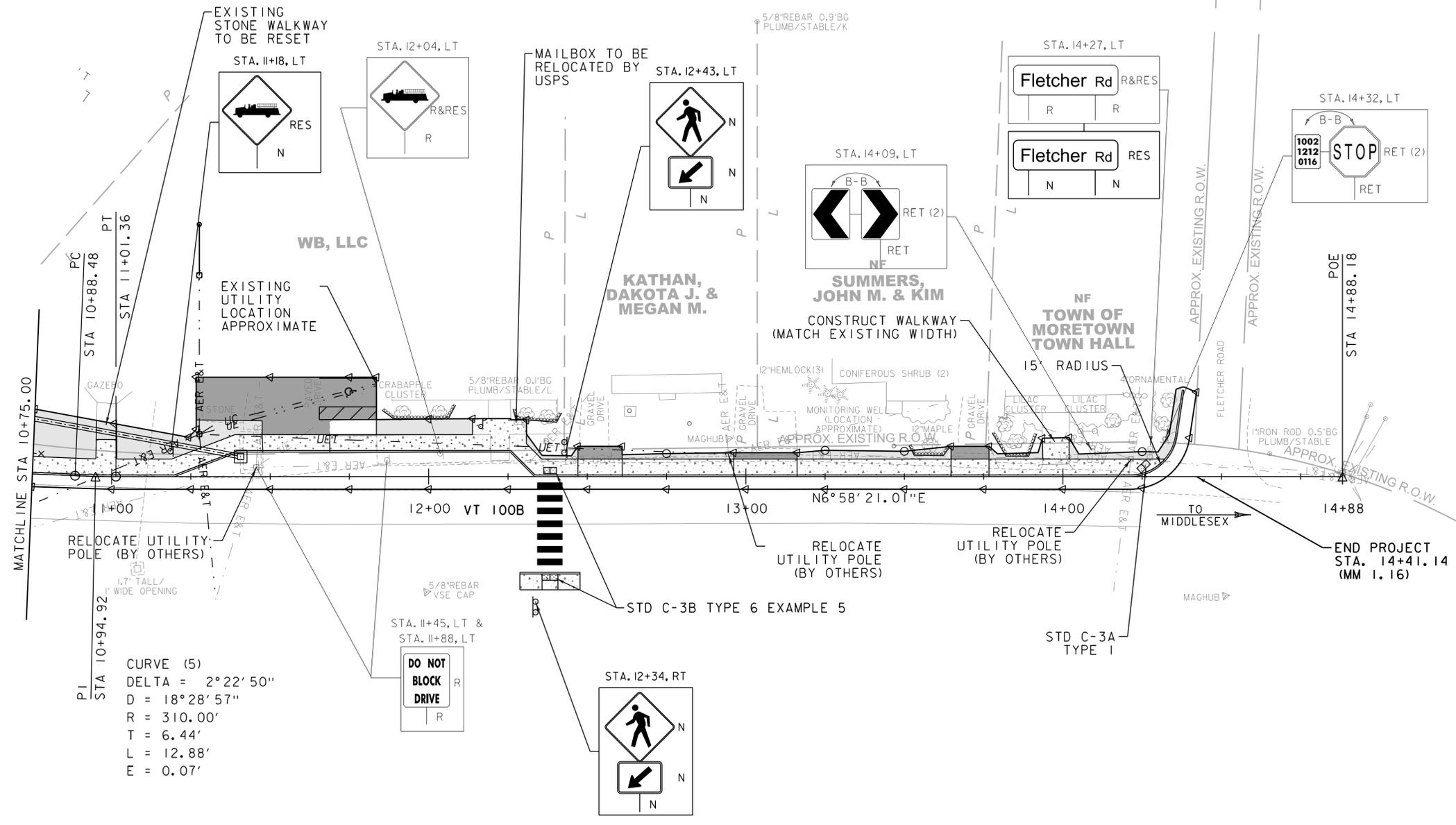
**DRIVES**

LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 11+57, LT.	PAVED	24'	5' - 18'
STA. 12+54, LT.	GRAVEL	14'	4'
STA. 13+06, LT.	GRAVEL	20'	2'
STA. 13+71, LT.	GRAVEL	12'	4'



101 STA. 11+40, 6.3' LT. TO STA. 10+59, 19.6' LT.  
 CONSTRUCT NEW 4' PRECAST REINFORCED CONCRETE DROP INLET WITH CAST IRON GRATE TYPE 'D' GRATE, CONSTRUCT NEW 81' X 18" CPEP (SL) PIPE.

RIM ELEVATION = 602.71'  
 18" INV OUT = 597.41'  
 18" INV OUT AT PIPE OUTLET = 597.00'



- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS DRIVE
- PROPOSED TURF ESTABLISHMENT

**DATUM**

VERTICAL	NAVD88
HORIZONTAL	NAD83(2011)
ADJUSTMENT	LSQ

**SIGN LEGEND**

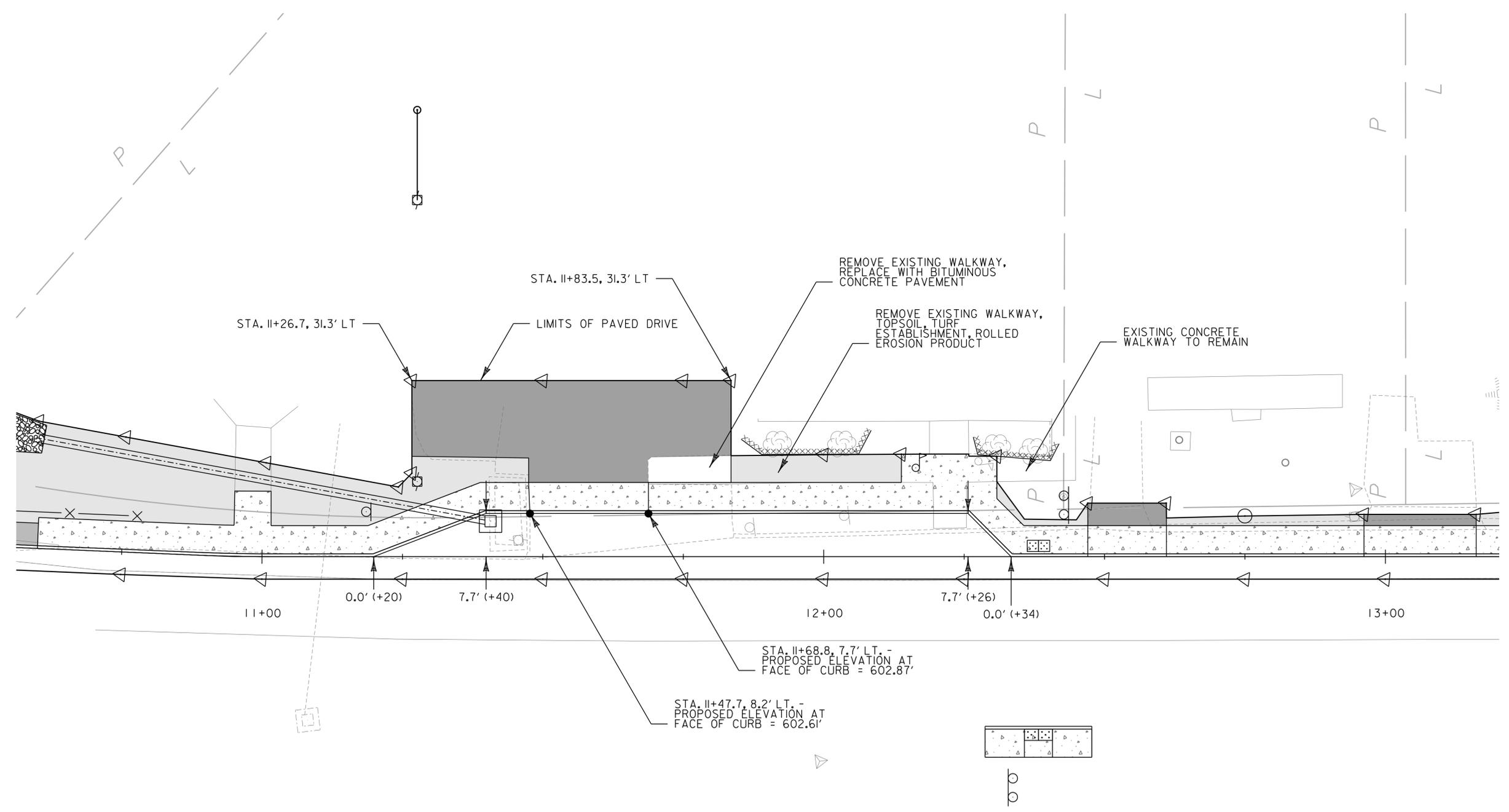
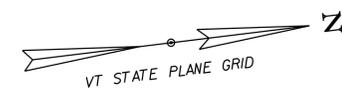
N	= NEW
R	= REMOVE
S	= SALVAGED
RET	= RETAIN
B-B	= BACK TO BACK



PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BP19(3)

FILE NAME: z20f209bdr.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 PLAN SHEET 3

PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 12 OF 31



- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS DRIVE
- PROPOSED TURF ESTABLISHMENT



PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BPI9(3)	
FILE NAME: z20f209bdr.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
PLAN SHEET 3A- POST OFFICE DETAIL	SHEET 13 OF 31



HAND-PLACED BITUMINOUS CONCRETE MATERIAL, DRIVES  
 STA. 1+20 TO 1+38, LT  
 STA. 2+00 TO 2+20, LT  
 STA. 2+61 TO 2+78, LT  
 STA. 4+11 TO 4+27, LT  
 STA. 5+05 TO 5+17, LT

CHANGING ELEVATION OF DI, CB, OR MH  
 STA. 3+98, 2' RT

VERTICAL GRANITE CURB  
 STA. 0+82 TO 5+25, LT

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH  
 STA. 0+82 TO 5+25, LT

DETECTABLE WARNING SURFACE  
 STA. 0+87, LT  
 STA. 3+03, LT

REMOVING AND RESETTING PROPERTY MARKERS  
 STA. 1+13, LT  
 STA. 4+94, LT

4 INCH WHITE LINE, WATERBORNE PAINT  
 STA. 0+82 TO 5+25, RT

CROSSWALK MARKING, WATERBORNE PAINT  
 STA. 3+03, RT

TREE PROTECTION  
 STA. 1+53, LT

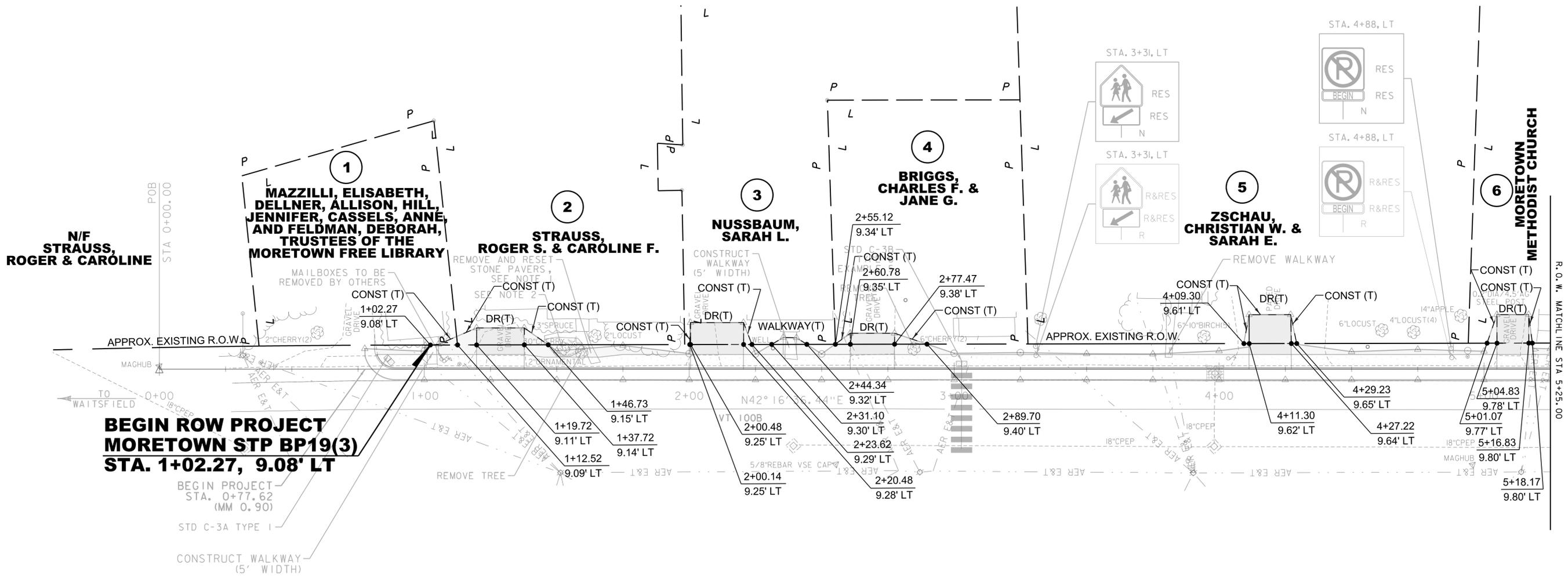
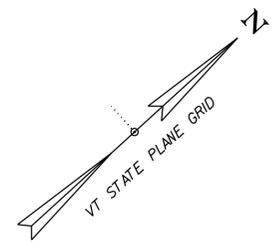
REMOVING SIGNS AS SHOWN - 4

RESETTING SIGNS AS SHOWN - 4

SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)  
 STA. 0+78 TO 5+25, LT

SIDEWALK WIDTHS			
WIDTH	START STA.	END STA.	TYPE
5'	0+82	1+38	CONCRETE
5' TO 4'	1+38	1+45	CONCRETE
4'	1+45	1+66	CONCRETE
4' TO 5'	1+66	1+75	CONCRETE
5'	1+75	5+25	CONCRETE

DRIVES			
LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 1+29, LT.	GRAVEL	18'	10'
STA. 2+11, LT.	GRAVEL	20'	12'
STA. 2+69, LT.	GRAVEL	17'	8'
STA. 4+19, LT.	PAVED	16'	15'
STA. 5+11, LT.	GRAVEL	12'	15'



**BEGIN ROW PROJECT  
 MORETOWN STP BP19(3)  
 STA. 1+02.27, 9.08' LT**

BEGIN PROJECT  
 STA. 0+77.62  
 (MM 0.90)

STD C-3A TYPE I

CONSTRUCT WALKWAY  
 (5' WIDTH)

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES (P/L) ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE TOWN OF MORETOWN ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

**FOR R.O.W. USE ONLY**



PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BP19(3)

FILE NAME: z20f209bdr\_row.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. WAITE  
 R.O.W. PLAN SHEET 1

PLOT DATE: 10/24/2025  
 DRAWN BY: L. BUXTON  
 CHECKED BY: G. SANTY  
 SHEET 15 OF 31

- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS SIDEWALK
- PROPOSED TURF ESTABLISHMENT

- NOTES:
- WORK TO REMOVE AND RESET STONE PAVERS SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
  - REMOVE AND RESET STONES ENCOUNTERED DURING EXCAVATION FOR GARDEN WALL TO PROTECT TREE AND REDUCE IMPACTS TO GARDEN. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO ALL OTHER CONTRACT ITEMS

**HAND-PLACED BITUMINOUS CONCRETE MATERIAL, DRIVES**  
 STA. 5+98 TO 6+22, LT  
 STA. 6+65 TO 6+84, LT  
 STA. 7+21 TO 7+45, LT  
 STA. 8+25 TO 8+44, LT  
 STA. 8+71 TO 9+37, LT

**CHANGING ELEVATION OF DI, CB, OR MH**  
 STA. 5+39, 2' RT  
 STA. 6+58, 1' RT  
 STA. 7+48, 1' RT  
 STA. 8+29, 1' LT  
 STA. 9+28, 1' LT

**STONE FILL, TYPE II**  
 STA. 10+50, LT

**VERTICAL GRANITE CURB**  
 STA. 5+25 TO 9+37, LT  
 STA. 10+60 TO 10+75, LT

**BITUMINOUS CONCRETE CURB, TYPE B**  
 STA. 9+55 TO 10+14, LT  
 STA. 10+37 TO 10+60, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**  
 STA. 5+25 TO 8+71, LT  
 STA. 9+32 TO 9+37, LT  
 STA. 10+60 TO 10+75, LT

**PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH**  
 STA. 8+71 TO 9+32, LT

**BITUMINOUS CONCRETE SIDEWALK**  
 STA. 9+55 TO 10+14, LT  
 STA. 10+37 TO 10+60, LT

**REMOVING AND RESETTING PROPERTY MARKERS**  
 STA. 7+59, LT

**4 INCH WHITE LINE, WATERBORNE PAINT**  
 STA. 5+25 TO 10+75, RT

**TREE PROTECTION**  
 STA. 7+60, LT

**SPECIAL PROVISION (REMOVE LANDSCAPE STONES)**  
 STA. 6+87 TO 7+16, LT

**SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)**  
 STA. 5+25 TO 10+75, LT

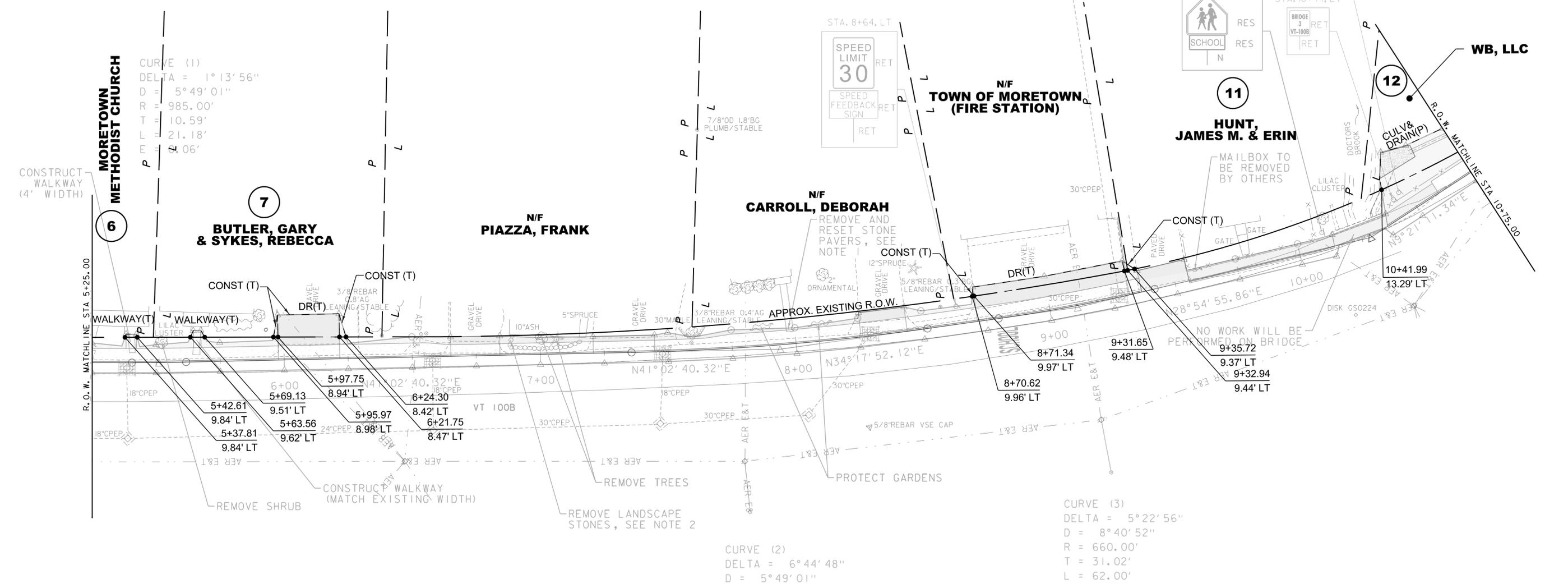
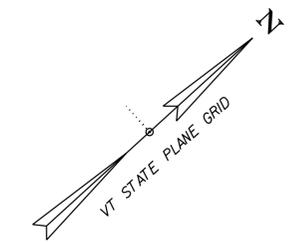
**SPECIAL PROVISION (SPLIT RAIL FENCE)**  
 STA. 10+40 TO 10+75, LT

**SIDEWALK WIDTHS**

WIDTH	START STA.	END STA.	TYPE
5'	5+25	6+55	CONCRETE
5' TO 4'	6+55	6+65	CONCRETE
4'	6+65	7+65	CONCRETE
4' TO 5'	7+65	7+75	CONCRETE
5'	7+75	9+37	CONCRETE
0'	9+37	9+55	NO SIDEWALK
4'	9+55	10+14	BITUMINOUS
0'	10+14	10+37	NO SIDEWALK
4'	10+37	10+60	BITUMINOUS
5'	10+60	10+75	CONCRETE

**DRIVES**

LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 6+10, LT.	GRAVEL	24'	12'
STA. 6+75, LT.	GRAVEL	19'	3'
STA. 7+33, LT.	GRAVEL	24'	2'
STA. 8+35, LT.	GRAVEL	18'	4'
STA. 9+01, LT.	GRAVEL	60'	8'
STA. 9+46, LT.	PAVED	19'	4'



- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS SIDEWALK
- PROPOSED TURF ESTABLISHMENT

- NOTES:**
- WORK TO REMOVE AND RESET STONE PAVERS SHALL BE INCIDENTAL TO ALL OTHER CONTRACT ITEMS.
  - CARE SHALL BE TAKEN TO AVOID DAMAGING THE PORCH FOUNDATION. ANY DAMAGE TO THE STRUCTURE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES (P/L) ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE TOWN OF MORETOWN ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

**FOR R.O.W. USE ONLY**

SCALE IN FEET

PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209bdr\_row.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. WAITE  
 R.O.W. PLAN SHEET 2

PLOT DATE: 10/24/2025  
 DRAWN BY: L. BUXTON  
 CHECKED BY: G. SANTY  
 SHEET 16 OF 31



HAND-PLACED BITUMINOUS CONCRETE MATERIAL, DRIVES  
 STA. 11+45 TO 11+84, LT  
 STA. 12+47 TO 12+61, LT  
 STA. 12+96 TO 13+16, LT  
 STA. 13+65 TO 13+77, LT

VERTICAL GRANITE CURB  
 STA. 10+75 TO 14+33, LT

REMOVE AND RESET MAILBOX, MULTIPLE SUPPORT  
 STA. 12+28, LT

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH  
 STA. 10+75 TO 11+45, LT  
 STA. 11+84 TO 14+33, LT

PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH  
 STA. 11+45 TO 11+84, LT

DETECTABLE WARNING SURFACE  
 STA. 12+38, LT  
 STA. 12+38, RT  
 STA. 14+25, LT

4 INCH WHITE LINE, WATERBORNE PAINT  
 STA. 10+75 TO 14+34, RT

CROSSWALK MARKING, WATERBORNE PAINT  
 STA. 12+38, RT

TREE PROTECTION  
 STA. 12+03, LT  
 STA. 13+58, LT  
 STA. 13+85, LT

REMOVING SIGNS AS SHOWN - 1

RESETTING SIGNS AS SHOWN - 1

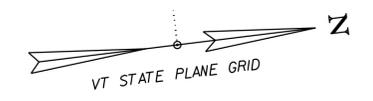
WIRED CONDUIT, 2 INCH  
 STA. 11+18 TO 11+84, LT

SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)  
 STA. 10+75 TO 14+42, LT

SPECIAL PROVISION (SPLIT RAIL FENCE)  
 STA. 10+75 TO 10+79, LT

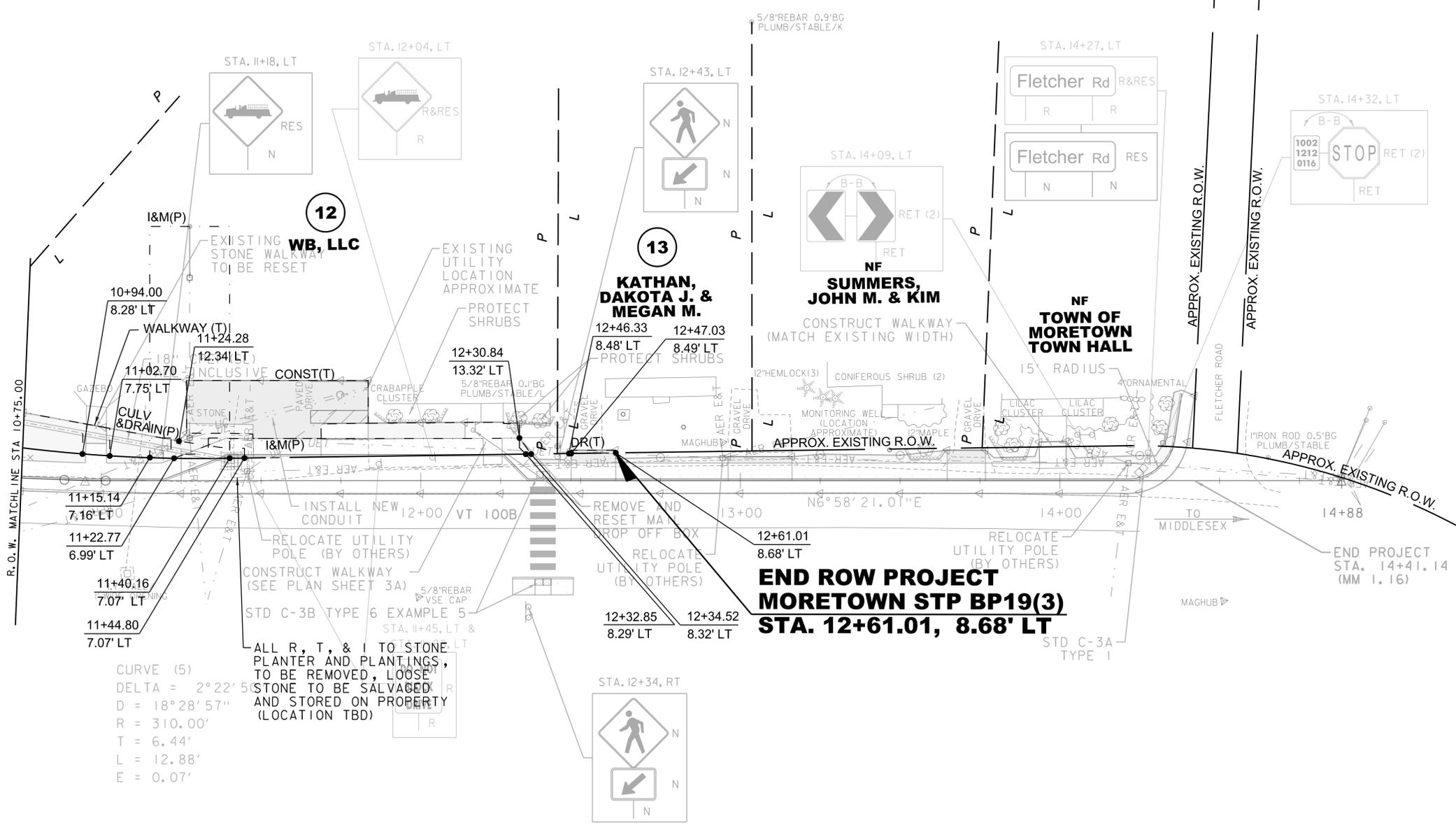
SIDEWALK WIDTHS			
WIDTH	START STA.	END STA.	TYPE
5'	10+75	14+32	CONCRETE

DRIVES			
LOCATION	EXISTING MATERIAL	WIDTH	APRON LENGTH
STA. 11+57, LT.	PAVED	24'	5' - 18'
STA. 12+54, LT.	GRAVEL	14'	4'
STA. 13+06, LT.	GRAVEL	20'	2'
STA. 13+71, LT.	GRAVEL	12'	4'



STA. 11+40, 6.3' LT.  
 CONSTRUCT NEW 4' PRECAST REINFORCED CONCRETE DROP INLET WITH CAST IRON GRATE TYPE 'D' GRATE, CONSTRUCT NEW 81' X 18" CPEP (SL) PIPE. CONSTRUCT CAST IRON COVER WITH FRAME AT EXISTING DI

RIM ELEVATION = 602.71'  
 18" INV OUT = 597.41'  
 18" INV OUT AT PIPE OUTLET = 597.00'



CURVE (5)  
 DELTA = 2°22'5"  
 D = 18°28'57"  
 R = 310.00'  
 T = 6.44'  
 L = 12.88'  
 E = 0.07'

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES (P/L) ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE TOWN OF MORETOWN ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

**FOR R.O.W. USE ONLY**

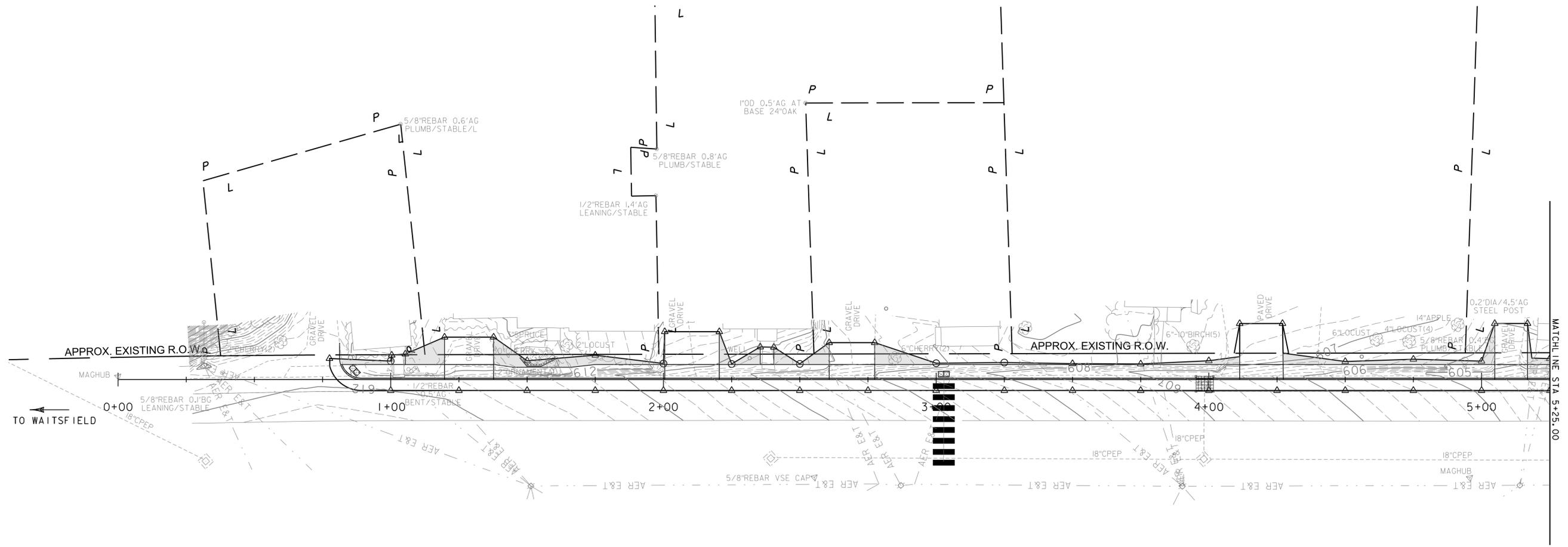
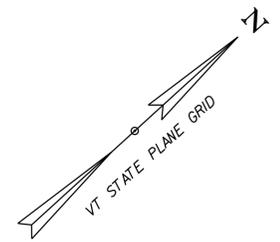


PROJECT NAME: MORETOWN	PLOT DATE: 10/24/2025
PROJECT NUMBER: STP BP19(3)	DRAWN BY: L. BUXTON
FILE NAME: z20f209bdr_row.dgn	CHECKED BY: G. SANTY
PROJECT LEADER: E. ALLING	SHEET 17 OF 31
DESIGNED BY: C. WAITE	
R.O.W. PLAN SHEET 3	

- EXISTING CONCRETE WALKWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS SIDEWALK
- PROPOSED TURF ESTABLISHMENT

INLET PROTECTION  
DEVICE - TYPE III  
STA. 3+99, LT

TREE PROTECTION  
STA. 1+53, LT



 INLET PROTECTION DEVICE, TYPE III  
 TURF ESTABLISHMENT AREA



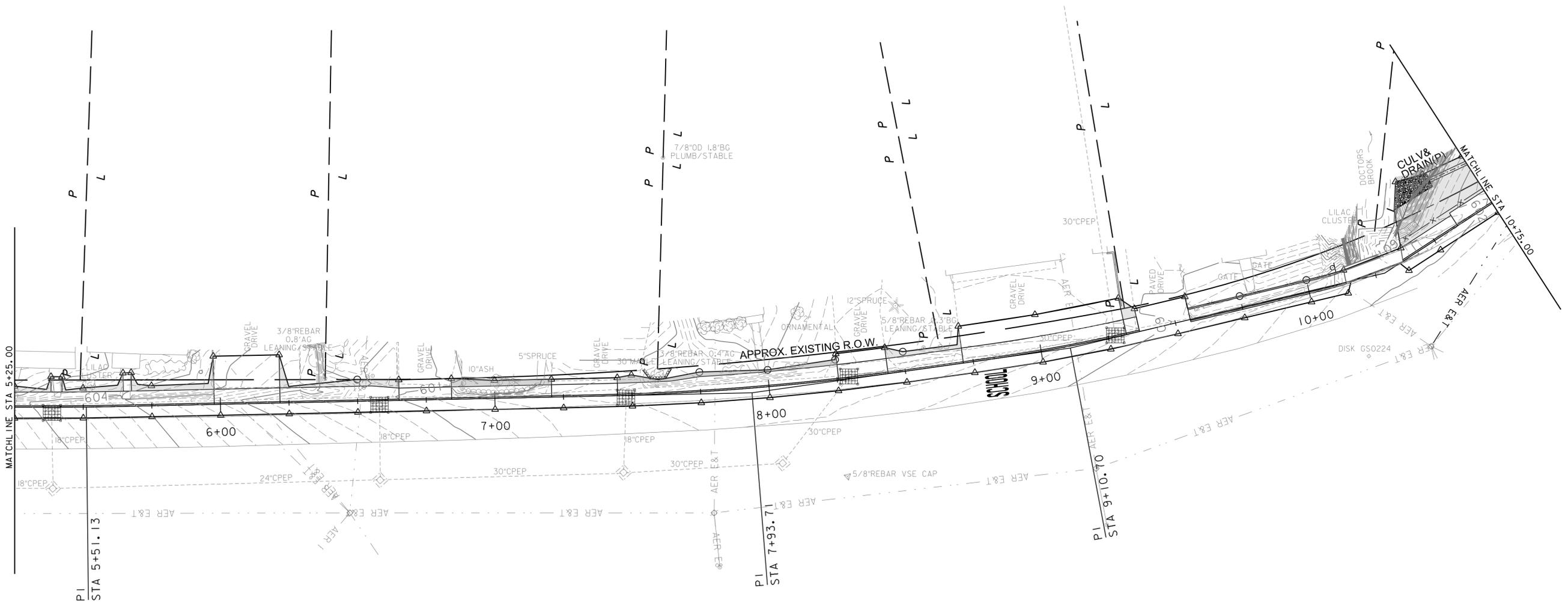
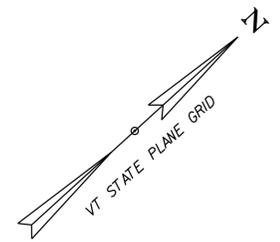
PROJECT NAME: MORETOWN  
PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209bdr\_ero.dgn  
PROJECT LEADER: E. ALLING  
DESIGNED BY: C. PETERSON  
EPSC PLAN SHEET I

PLOT DATE: 10/24/2025  
DRAWN BY: C. PETERSON  
CHECKED BY: E. ALLING  
SHEET 18 OF 31

INLET PROTECTION  
DEVICE, TYPE II  
STA. 5+39, LT  
STA. 6+58, LT  
STA. 7+48, LT  
STA. 8+29, LT  
STA. 9+28, LT

TREE PROTECTION  
STA. 7+60, LT

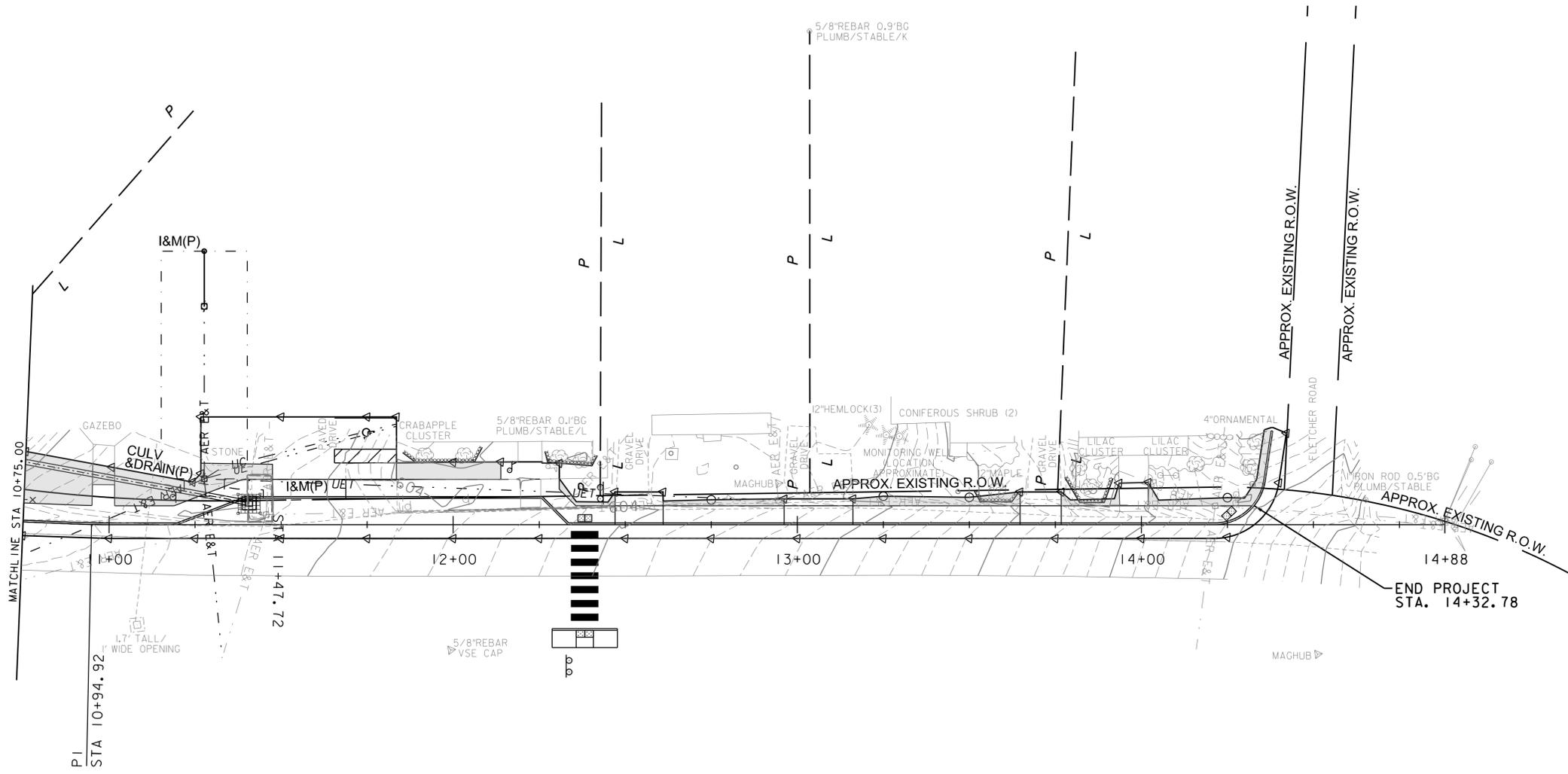
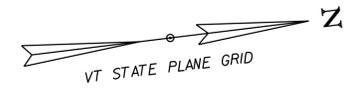


 INLET PROTECTION DEVICE, TYPE II  
 TURF ESTABLISHMENT AREA



PROJECT NAME:	MORETOWN	PLOT DATE:	10/24/2025
PROJECT NUMBER:	STP BP19(3)	DRAWN BY:	C. PETERSON
FILE NAME:	z20f209bdr_ero.dgn	CHECKED BY:	E. ALLING
PROJECT LEADER:	E. ALLING	DESIGNED BY:	C. PETERSON
DESIGNED BY:	C. PETERSON	EPSC PLAN SHEET 2	SHEET 19 OF 31

INLET PROTECTION  
DEVICE, TYPE 11  
STA. 11+41, LT  
  
TREE PROTECTION  
STA. 12+03, LT  
STA. 13+58, LT  
STA. 13+85, LT



■ TURF ESTABLISHMENT AREA



PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BP19(3)	
FILE NAME: z20f209bdr_ero.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
EPSC PLAN SHEET 3	SHEET 20 OF 31

# EPSC PLAN NARRATIVE

## 1.1 PROJECT DESCRIPTION

THIS PROJECT INVOLVES THE CONSTRUCTION OF A NEW 5-FOOT-WIDE CONCRETE SIDEWALK, CURB, AND ASSOCIATED WORK. VT-100B IS LOCATED IN THE TOWN OF MORETOWN, BETWEEN HURDLE ROAD AND FLETCHER ROAD. THE LENGTH OF THE NEW SIDEWALK IS 1,365'.

NOTE: AREA OF DISTURBANCE INCLUDES LIMITS OF EARTH DISTURBANCE WITHIN THE PROJECT AREA, AS WELL AS WASTE, BORROW AND STAGING AREAS, AND OTHER EARTH DISTURBING ACTIVITIES WITHIN OR DIRECTLY ADJACENT TO THE PROJECT LIMITS AS SHOWN ON THE ATTACHED EPSC PLAN.

TOTAL AREA OF DISTURBANCE AS SHOWN ON THE ATTACHED EPSC PLAN IS APPROXIMATELY 0.44 ACRES.

IT IS ANTICIPATED THAT THIS PROJECT WILL LAST ONE CONSTRUCTION SEASON.

## 1.2 SITE INVENTORY

### 1.2.1 TOPOGRAPHY

THE TOPOGRAPHY OF THE AREA IS FLAT. DOCTORS BROOK ROAD, TWO COMMERCIAL DRIVEWAYS, AND THIRTEEN RESIDENTIAL DRIVEWAYS ARE WITHIN THE PROJECT SITE. THERE ARE TEN RESIDENTIAL PROPERTIES, A UNITED STATES POSTAL SERVICE PROPERTY, THE TOWN-OWNED MEMORIAL LIBRARY, FIRE DEPARTMENT, AND TOWN HALL THAT ABUT THE PROJECT, AND SEVERAL BUSINESSES AND OTHER RESIDENTIAL PROPERTIES NEARBY.

### 1.2.2 DRAINAGE, WATERWAYS, BODIES OF WATER, AND PROXIMITY TO NATURAL OR MAN-MADE WATER FEATURES

DOCTORS BROOK IS BROOK WITHIN THE PROJECT AREA AND THE MAD RIVER RUNS PARALLEL TO THE PROJECT SITE. THE BROOK IS NARROW, WITH A CONFINED CHANNEL NEAR THE SITE. THERE ARE THIRTEEN DROP INLETS ON SITE DRAINING FROM THE ROADWAY TO THE RIVER. DUE TO THE NATURE OF THE SURROUNDING TERRAIN THE PROJECT SITE WILL NOT RECEIVE RUNOFF WATER FROM NEARBY SLOPES.

### 1.2.3 VEGETATION

THE VEGETATION IN THE PROJECT AREA CONSISTS MOSTLY OF LAWN AREAS, GROUND COVER, SHRUBS, AND A FEW MATURE TREES. THE IMPACT TO VEGETATION WILL BE LIMITED TO THAT WHICH IS DIRECTLY AFFECTED BY CONSTRUCTION OF THE SIDEWALK. UPON PROJECT COMPLETION, DISTURBED VEGETATION WILL BE REESTABLISHED WITH STANDARD SEED AND MULCH PRACTICE AND TREES REMOVED DURING CONSTRUCTION WILL BE REPLACED AS INDICATED ON THE PLANS.

### 1.2.4 SOILS

ALL SOIL DATA CAME FROM THE U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE FOR THE COUNTY OF WASHINGTON, VERMONT. SOILS ON THE PROJECT SITE ARE WAITSFIELD SILT LOAM, 0% TO 3% SLOPES, "K FACTOR" = 0.49, AND COLTON GRAVELLY SANDY LOAM, 3% TO 8% SLOPES, "K FACTOR" = 0.10. THE COLTON GRAVELLY SANDY LOAM IS CONSIDERED TO HAVE LOW EROSION POTENTIAL, THE WAITSFIELD SILT LOAM SHOULD BE CONSIDERED HIGHLY ERODIBLE.

NOTE: K-VALUES GENERALLY INDICATE THE FOLLOWING:  
 0.0-0.23 = LOW EROSION POTENTIAL  
 0.24-0.36 = MODERATE EROSION POTENTIAL  
 0.37 AND HIGHER = HIGH EROSION POTENTIAL

### 1.2.5 SENSITIVE RESOURCE AREAS

CRITICAL HABITATS: NO  
 HISTORICAL OR ARCHEOLOGICAL AREAS: YES  
 PRIME AGRICULTURAL LAND: NO  
 THREATENED AND ENDANGERED SPECIES: YES, POTENTIAL NORTHERN LONG-EARED BAT HABITAT  
 WATER RESOURCE: YES (DOCTORS BROOK AND MAD RIVER ARE IN THE PROJECT AREA)  
 WETLANDS: NO

## 1.3 RISK EVALUATION

THIS PROJECT DOES NOT FALL UNDER THE JURISDICTION OF GENERAL PERMIT 3-9020 FOR STORMWATER RUNOFF FROM CONSTRUCTION SITES. SHOULD CHANGES PRIOR TO OR DURING CONSTRUCTION RESULT IN ONE OR MORE ACRES OF EARTH DISTURBANCE OR SHOULD THE PROJECT BECOME PART OF A LARGER PLAN OF DEVELOPMENT, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL PERMITTING.

## 1.4 EROSION PREVENTION AND SEDIMENT CONTROL

THE EROSION CONTROL PLANS ARE MEANT AS A GUIDELINE FOR PREVENTING EROSION AND CONTROLLING SEDIMENT TRANSPORT. THE PRINCIPLES OUTLINED IN THIS NARRATIVE CONSIST OF APPLYING MEASURES THROUGHOUT CONSTRUCTION OF THE PROJECT IN ORDER TO MINIMIZE SEDIMENT TRANSPORT TO THE RECEIVING WATERS. THE MEASURES INCLUDE STABILIZATION AND STRUCTURAL PRACTICES, STORM WATER CONTROLS AND OTHER POLLUTION PREVENTION PRACTICES. THEY HAVE BEEN PROPOSED BY THE DESIGNER AS A BASIS FOR PROTECTING RESOURCES AND WILL NEED TO BE BUILT UPON BASED ON THE SPECIFIC MEANS AND METHODS OF THE CONTRACTOR. REFER TO THE LOW RISK SITE HANDBOOK AND APPROPRIATE DETAIL SHEETS FOR SPECIFIC GUIDANCE AND CONSTRUCTION DETAILING.

ALL MEASURES SHALL BE REGULARLY MAINTAINED AND SHALL BE CHECKED FOR SEDIMENT BUILD-UP. SEDIMENT SHALL BE DISPOSED OF AT AN APPROVED SITE WHERE IT WILL NOT BE SUBJECT TO EROSION.

### 1.4.1 MARK SITE BOUNDARIES

SITE BOUNDARIES AND AREAS CONSTRUCTION EQUIPMENT CAN ACCESS SHALL BE DELINEATED.

PROJECT DEMARCATION FENCING (PDF) SHALL BE USED TO PHYSICALLY MARK SITE BOUNDARIES.

### 1.4.2 LIMIT DISTURBANCE AREA

PREVENTING INITIAL SOIL EROSION BY MINIMIZING THE EXPOSED AREA IS MUCH MORE EFFECTIVE THAN TREATING ERODED SEDIMENT. EARTH DISTURBANCE CAN BE MINIMIZED THROUGH CONSTRUCTION PHASING BY ONLY OPENING UP EARTH AS NECESSARY. THIS CAN LIMIT THE AREA THAT WILL BE DISTURBED AND EXPOSED TO EROSION. EMPLOY TEMPORARY CONSTRUCTION STABILIZATION PRACTICES IN INCREMENTAL STAGES AS PHASES CHANGE.

MAINTAINING VEGETATED BUFFERS ALONG STREAM BANKS, WETLANDS OR OTHER SENSITIVE AREAS IS A CRUCIAL EROSION AND SEDIMENT CONTROL MEASURE THAT SHOULD BE ESTABLISHED WHEREVER POSSIBLE.

### 1.4.3 SITE ENTRANCE/EXIT STABILIZATION

TRACKING OF SEDIMENT ONTO PUBLIC HIGHWAYS SHALL BE MINIMIZED TO REDUCE THE POTENTIAL FOR RUNOFF ENTERING RECEIVING WATERS. INSTALLATION SHALL COINCIDE WITH THE CONTRACTORS PROGRESS SCHEDULE.

BECAUSE OF THE ADJACENT ROADWAY, TRUCKS WILL BE ABLE TO STAY OFF OF THE DISTURBED EARTH. THEREFORE, IT IS NOT ANTICIPATED THAT VEHICLE TRACKING PADS WILL BE USED.

### 1.4.4 INSTALL SEDIMENT BARRIERS

SEDIMENT BARRIERS SHALL BE UTILIZED TO INTERCEPT RUNOFF AND ALLOW SUSPENDED SEDIMENT TO SETTLE OUT. THEY SHALL BE INSTALLED PRIOR TO ANY UP SLOPE WORK.

### 1.4.5 DIVERT UPLAND RUNOFF

DIVERSIONARY MEASURES SHALL BE USED TO INTERCEPT RUNOFF FROM ABOVE THE CONSTRUCTION AND DIRECT IT AROUND THE DISTURBED AREA SO THAT CLEAN WATER DOES NOT BECOME MUDDIED WHILE TRAVELING OVER EXPOSED SOILS ON THE CONSTRUCTION SITE.

THE PROJECT AREA IS RELATIVELY FLAT. THEREFORE IT IS NOT ANTICIPATED THAT DIVERSION MEASURES WILL BE NECESSARY.

### 1.4.6 SLOW DOWN CHANNELIZED RUNOFF

CHECK STRUCTURES SHALL BE UTILIZED TO REDUCE THE VELOCITY, AND THUS THE EROSION POTENTIAL, OF CONCENTRATED FLOW IN CHANNELS.

IT IS NOT ANTICIPATED THAT STONE CHECK DAMS WILL BE NEEDED FOR THIS PROJECT.

### 1.4.7 CONSTRUCT PERMANENT CONTROLS

PERMANENT STORMWATER TREATMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH PERMIT CONDITIONS.

### 1.4.8 STABILIZE EXPOSED SOILS DURING CONSTRUCTION

ALL AREAS OF DISTURBANCE MUST HAVE TEMPORARY STABILIZATION IN PLACE WITHIN 48 HOURS OF DISTURBANCE.

SURFACE ROUGHENING OF ALL EXPOSED SLOPES, COMBINED WITH TEMPORARY MULCHING, SHALL BE UTILIZED ON A REGULAR BASIS. BIODEGRADABLE EROSION CONTROL MATTING OR AN EQUIVALENT SHALL BE USED TO STABILIZE ALL SLOPES STEEPER THAN 1:3.

THE FORECAST OF RAINFALL EVENTS SHALL TRIGGER IMMEDIATE PROTECTION OF EXPOSED SOILS.

## 1.4.9 WINTER STABILIZATION

VARIOUS MEASURES SPECIFIC TO WINTER MAY BE NECESSARY SHOULD THE PROJECT EXTEND INTO WINTER (OCTOBER 15 THROUGH APRIL 15). REFER TO THE LOW RISK SITE HANDBOOK FOR GUIDANCE.

### 1.4.10 STABILIZE SOIL AT FINAL GRADE

EXPOSED SOIL MUST BE STABILIZED WITHIN 48 HOURS OF REACHING FINAL GRADE.

SEED, MULCH, FERTILIZER AND LIME SHALL BE USED TO ESTABLISH PERMANENT VEGETATION. FOR SLOPES STEEPER THAN 1:3, BIODEGRADABLE EROSION CONTROL MATTING OR AN EQUIVALENT SHALL BE USED INSTEAD OF MULCH.

### 1.4.11 DE-WATERING ACTIVITIES

DISCHARGE FROM DEWATERING ACTIVITIES THAT FLOWS OFF OF THE CONSTRUCTION SITE MUST NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF THE VERMONT WATER QUALITY STANDARDS.

DE-WATERING ACTIVITIES ARE NOT ANTICIPATED FOR THIS PROJECT.

### 1.4.12 INSPECT YOUR SITE

REFER TO THE LOW RISK SITE HANDBOOK FOR INSPECTION GUIDANCE AND REQUIREMENTS.

## 1.5 SEQUENCE AND STAGING

THIS SECTION WILL BE DEVELOPED BY THE CONTRACTOR USING THE GUIDANCE OUTLINED IN THE VTRANS EPSC PLAN CONTRACTOR CHECKLIST.

### 1.5.1 CONSTRUCTION SEQUENCE

### 1.5.2 OFF-SITE ACTIVITIES

IN ADDITION TO THE CONTRACTOR CHECKLIST ANY ACTIVITIES OUTSIDE THE CONSTRUCTION LIMITS SHALL FOLLOW SPECIFICATION 105.25- 105.29 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

### 1.5.3 UPDATES

PROJECT NAME:	MORETOWN
PROJECT NUMBER:	STP BPI9(3)
FILE NAME: z20F209frm.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
EPSC NARRATIVE	SHEET 21 OF 31



VAOT POLLINATOR DRY			
% OF MIX	LATIN NAME	COMMON NAME	CULTIVAR/ ECOTYPE
6	AGROSTIS PERENNANS	AUTUMN BENTGRASS,	APB (NY)
25.2	ANDROPOGON GERARDII	BIG BLUESTEM	APB (NY)
0.5	ASCLEPIAS SYRIACA	COMMON MILKWEED	ANY
0.8	ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	PA
25	ELYMUS VIRGINICUS	VIRGINIA WILDRYE	MADISON OR PA
0.6	MONARDA FISTULOSA	WILD BERGAMOT	FIG (PA)
20	PANICUM CLANDESTINUM	DEERTONGUE	TIOGA
1.5	RUDBECKIA HIRTA	BLACK EYED SUSAN	ANY
20	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	ANY
0.2	SOLIDAGO JUNCEA	EARLY GOLDENROD	PA
0.2	SOLIDAGO RUGOSA	WRINKLE LEAF GOLDENROD	PA
<b>100%</b>			

SEED RATE: 60 LBS/ACRE PURE LIVE SEED (PLS)  
 30 LBS/ACRE OF NURSE CROP  
 30 LBS/ACRE OF BULKING AGENT

\*PREFERRED SEEDING PERIOD FOR POLLINATOR SEED MIX IS BEFORE MAY 1 (AFTER SNOWMELT) AND AFTER SEPTEMBER 15 (BEFORE SNOWPACK). IF SEEDING OCCURS DURING THE PREFERRED PERIOD, SEEDING RATE SHALL BE REDUCED BY 30%. NO ADJUSTMENT IS REQUIRED FOR NURSE CROPS OR BULKING AGENTS).

DESIGN GUIDANCE

1. THIS SEED MIX SHALL BE USED IN AREAS THAT WILL NATURALIZE, RECEIVING MOWING ONCE EVERY 3 YEARS OR LESS.
2. USE SEED MIX FOR AREAS THAT ARE SLOPED OR FLAT, WITH NORMAL TO DRY CONDITIONS, OR AS INDICATED IN THE PLANS.

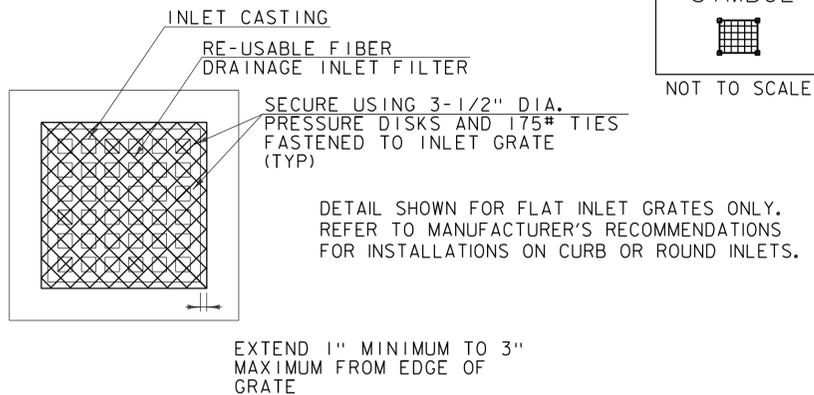
CONSTRUCTION GUIDANCE

1. SEE VAOT POLLINATOR SEED CONSTRUCTION GUIDANCE DETAIL FOR MORE INFORMATION ON INSTALLATION AND BULKING AGENT.

TURF ESTABLISHMENT

THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 651 FOR SEED (PAY ITEM 651.1600 TURF ESTABLISHMENT, SPECIALTY SEED)

REVISIONS	
JUNE 21, 2023	BKD



CONSTRUCTION SPECIFICATIONS

1. FILTERS SHALL RETAIN ALL CONSTRUCTION DEBRIS AND SHALL RETAIN OR OTHERWISE CONTROL MOST OF THE SEDIMENT PRODUCED BY CONSTRUCTION OPERATIONS.
2. IF CLOGGING OCCURS, INLETS SHALL BE ABLE TO BE EASILY UNCLOGGED BY BROOMING THE SIDES AND TOP OF THE FILTER.
3. INSTALLED FILTERS SHALL BE RESISTANT TO TRAFFIC DAMAGE, INCLUDING TRAFFIC BY STREET CLEANING MACHINES.
4. FILTER UNITS SHALL BE BIODEGRADABLE AND MAY OFTEN BE RE-USED.
5. INSTALL FILTER UNIT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
6. MINIMUM NUMBER OF ANCHORS PER FILTER UNIT: 7 FOR CURB INLETS, 8 FOR FLAT GRATES.
7. INSPECT ALL INSTALLED FILTER UNITS AFTER EVERY RAIN.
8. INSPECT ALL INSTALLED FILTER UNITS PRIOR TO INITIATING CONSTRUCTION ACTIVITIES FOR THE DAY IF RAIN PERSISTS OVERNIGHT.
9. IF, UPON VISUAL INSPECTION, 50% OR MORE OF FILTER FABRIC SURFACE AREA IS INUNDATED WITH SEDIMENT OR FILTER FABRIC IS CLOGGED, CONTRACTOR SHALL BROOM COLLECTED MATERIAL OFF FILTER UNIT SURFACES AND AWAY FROM EDGES.
10. REMOVE SEDIMENT AND DEBRIS COLLECTED AROUND FILTER UNITS. DISPOSE OF COLLECTED SEDIMENT AND DEBRIS OFF-SITE IN ACCORDANCE WITH THE VERMONT AGENCY OF NATURAL RESOURCES, SOLID WASTE MANAGEMENT RULES.

ORIGINALLY DEVELOPED BY STANTEC

INLET PROTECTION DEVICE, TYPE II

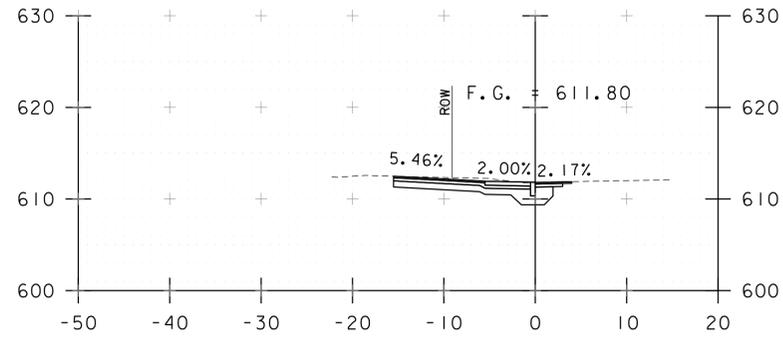
NOTES:  
 THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 600 FOR PAY ITEM 653.4002, INLET PROTECTION DEVICE, TYPE II.



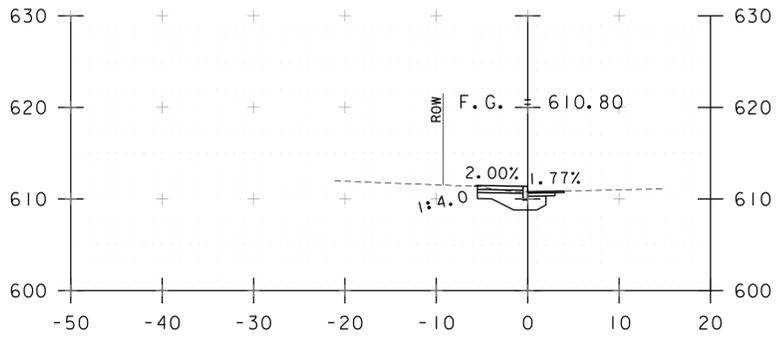
PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209frm.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 EPSC DETAIL SHEET

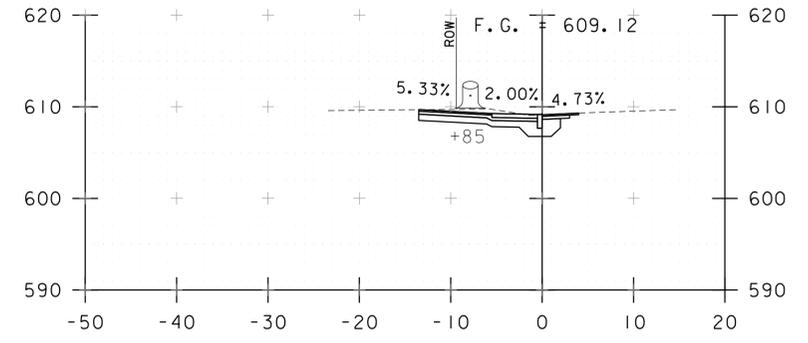
PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 22 OF 31



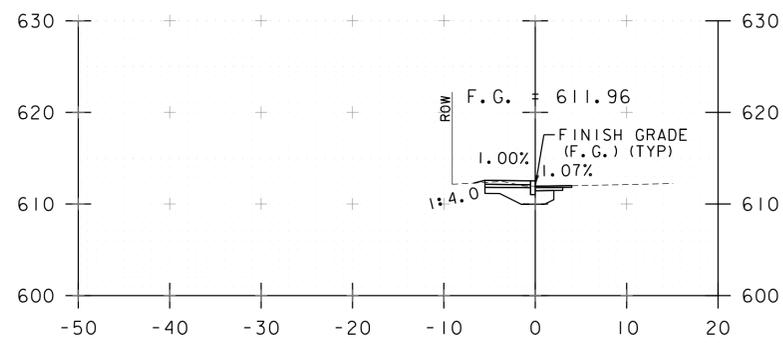
1+25



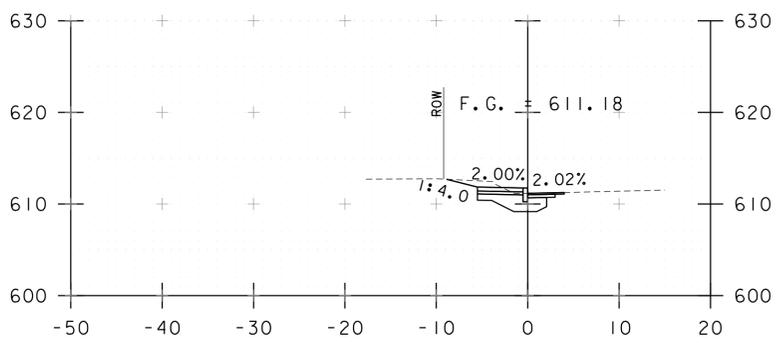
2+00



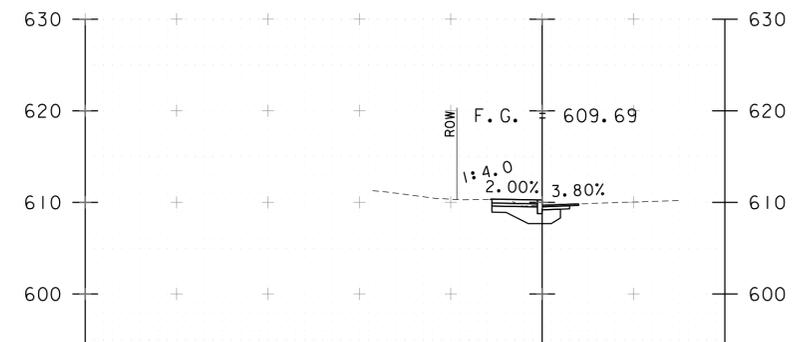
2+75



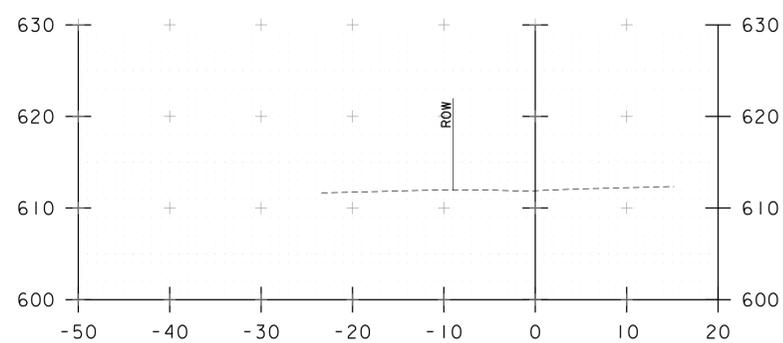
1+00



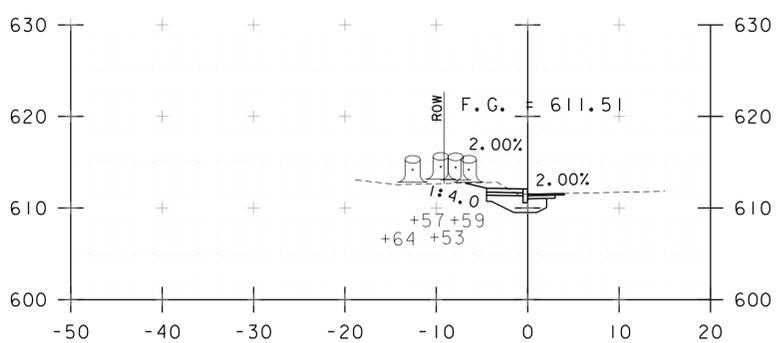
1+75



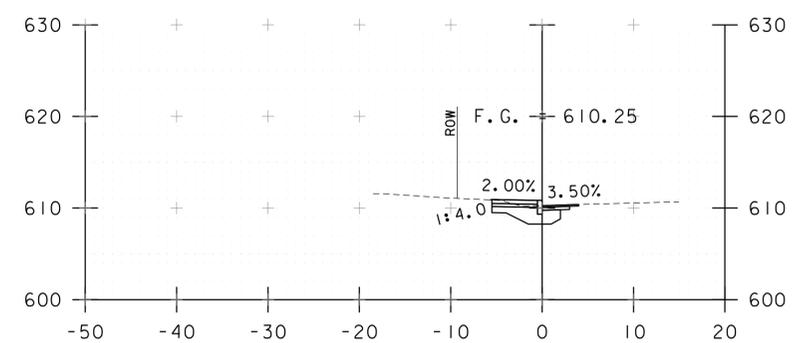
2+50



0+75



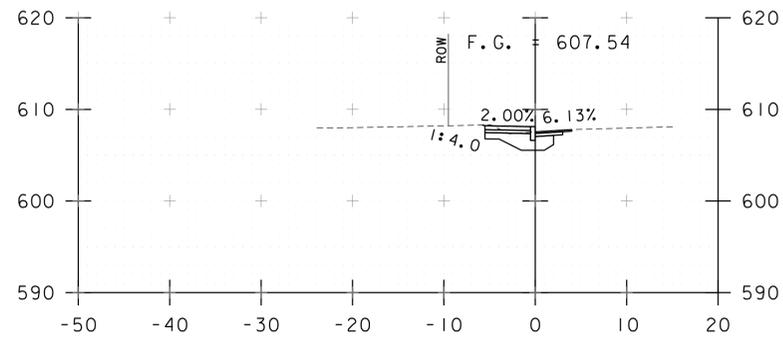
1+50



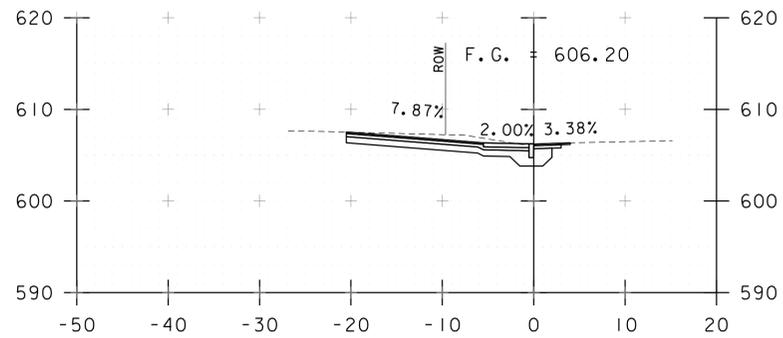
2+25



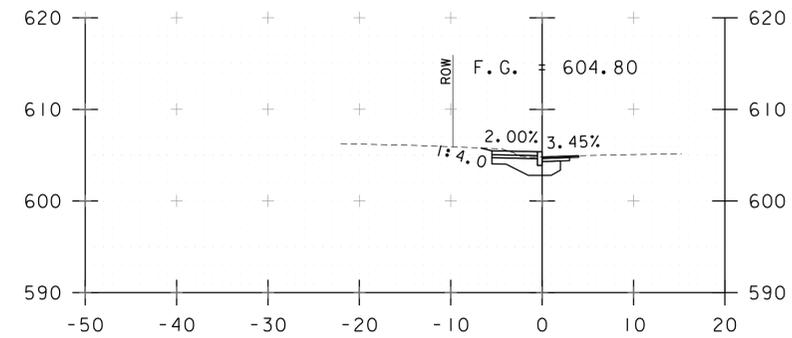
PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BPI9(3)	
FILE NAME: z20f209xs.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
CROSS SECTIONS SHEET 1	SHEET 23 OF 31



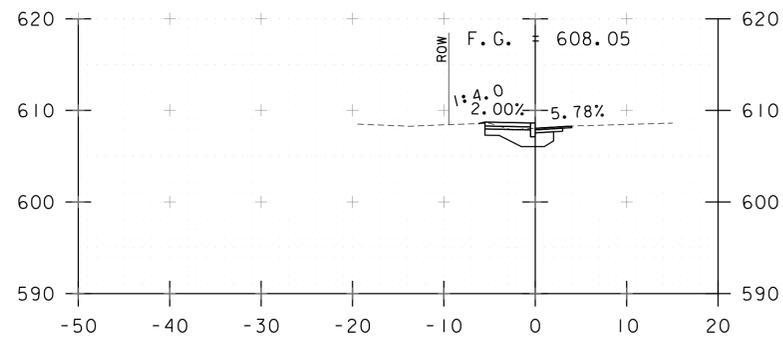
3+50



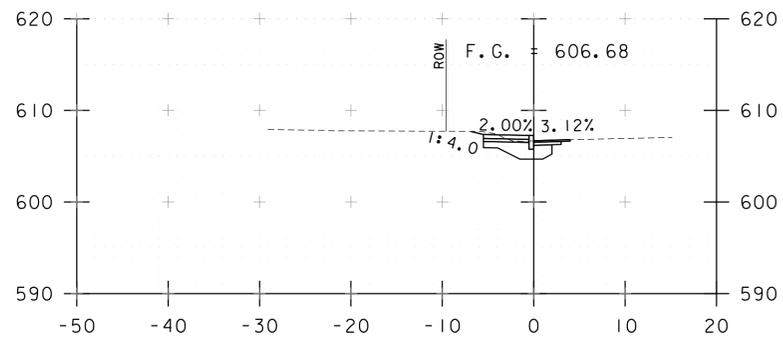
4+25



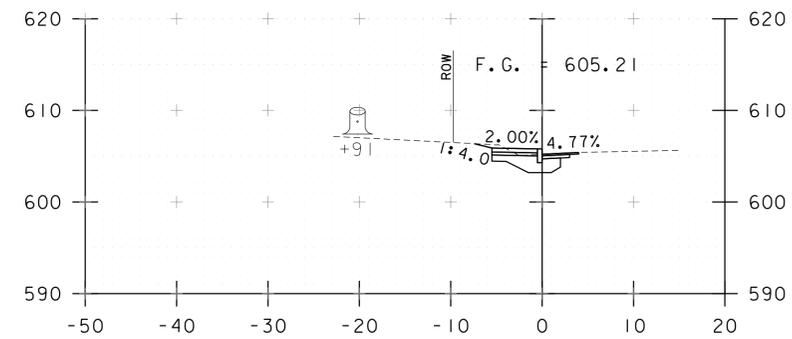
5+00



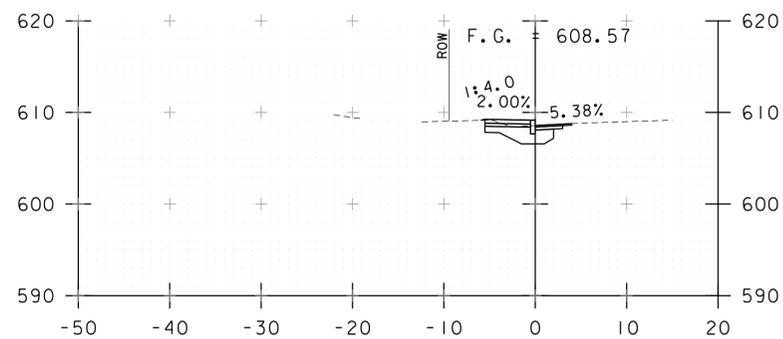
3+25



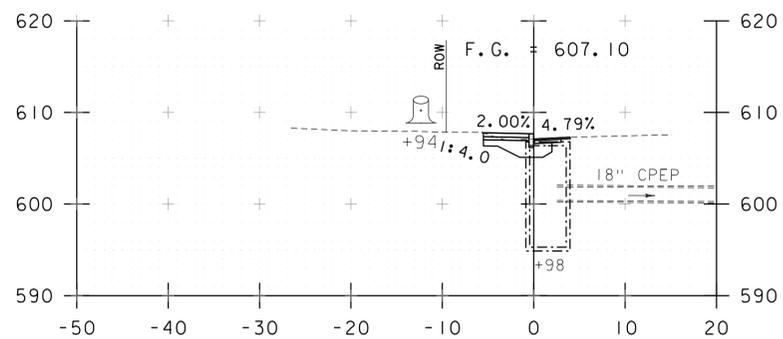
4+00



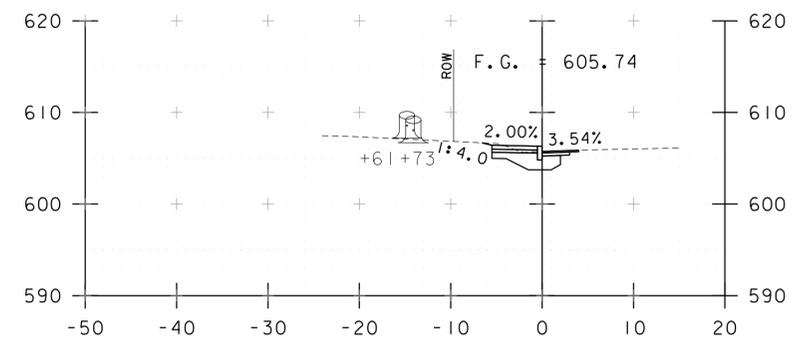
4+75



3+00



3+75



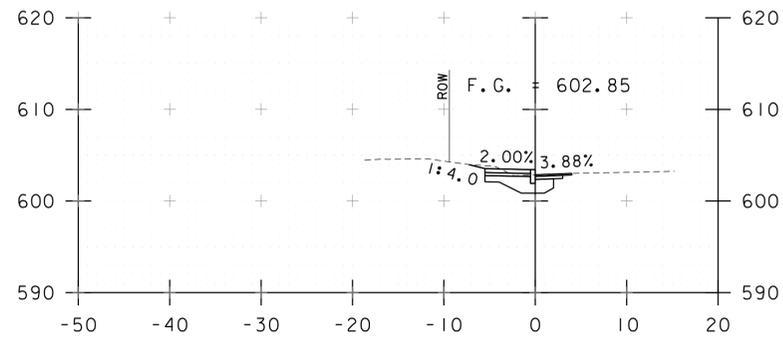
4+50



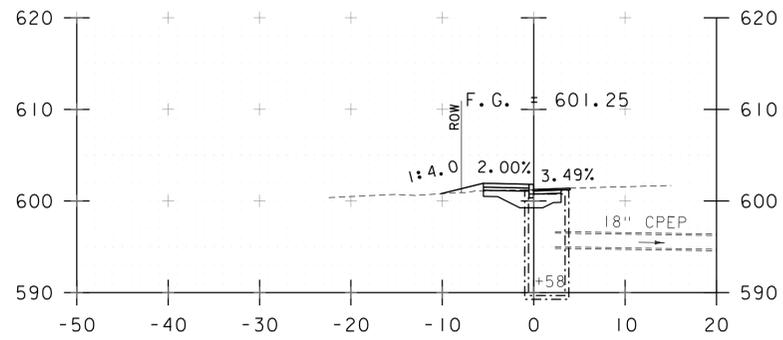
PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209xs.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 CROSS SECTIONS SHEET 2

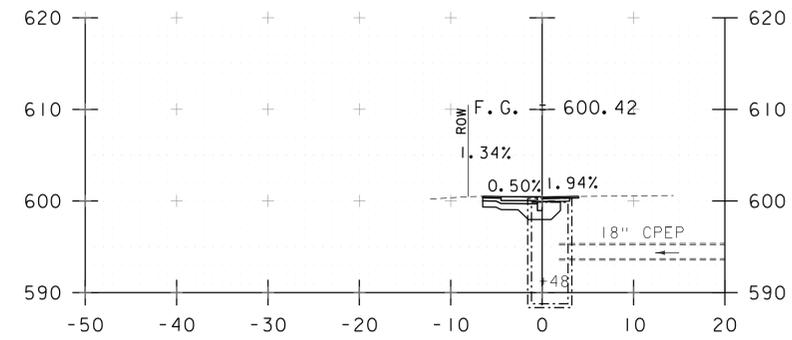
PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 24 OF 31



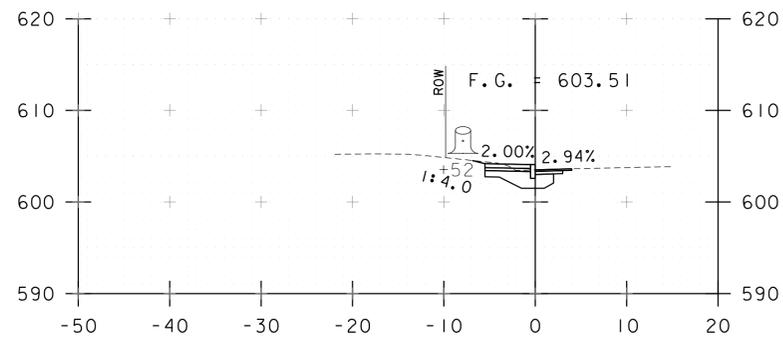
5+75



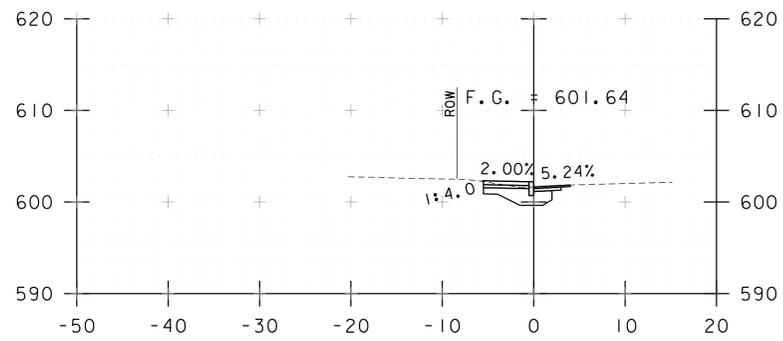
6+50



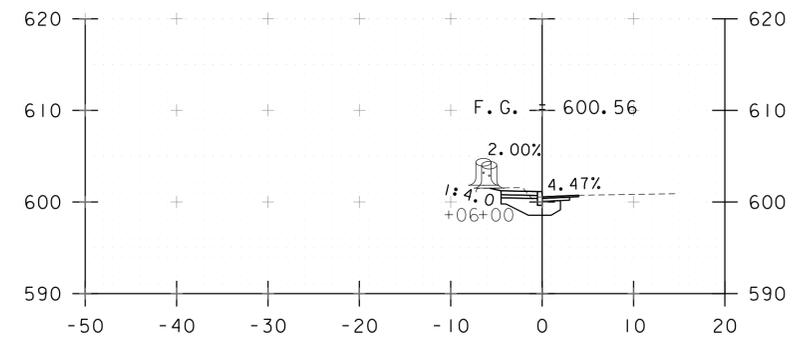
7+25



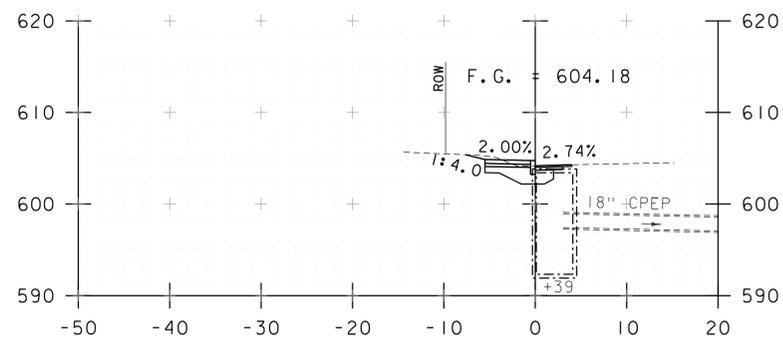
5+50



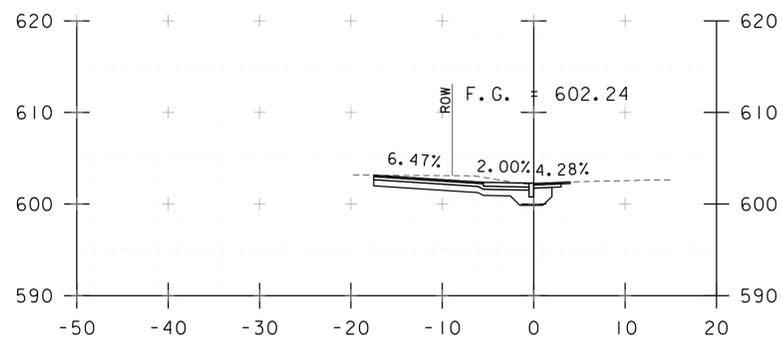
6+25



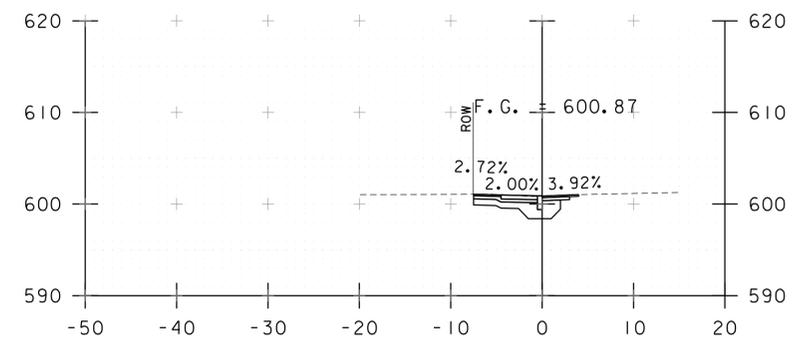
7+00



5+25



6+00



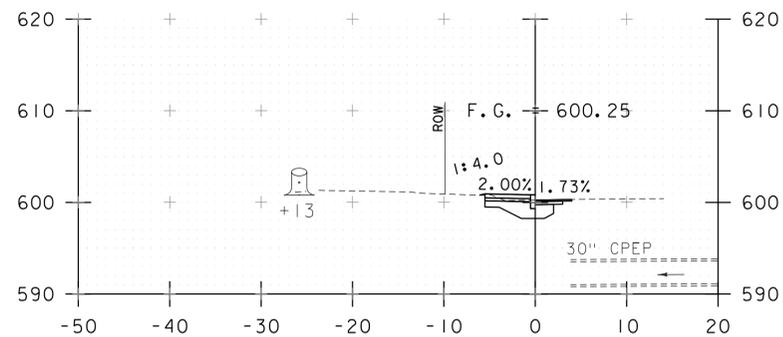
6+75



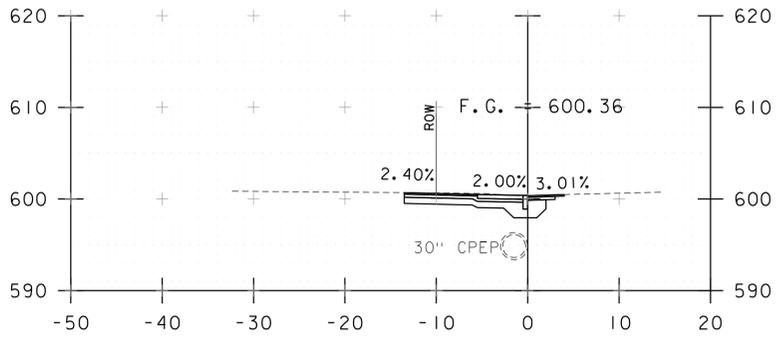
PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20F209xs.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 CROSS SECTIONS SHEET 3

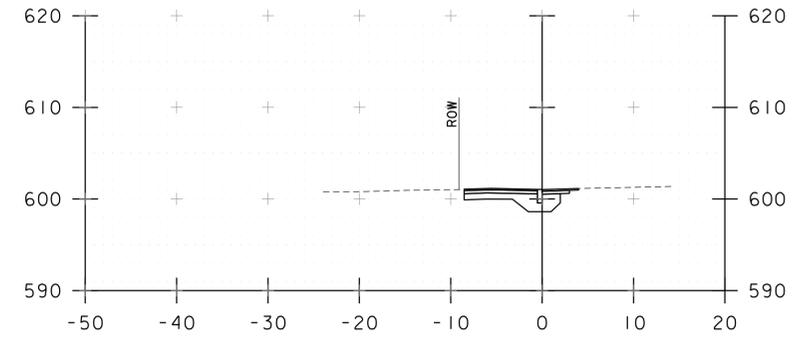
PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 25 OF 31



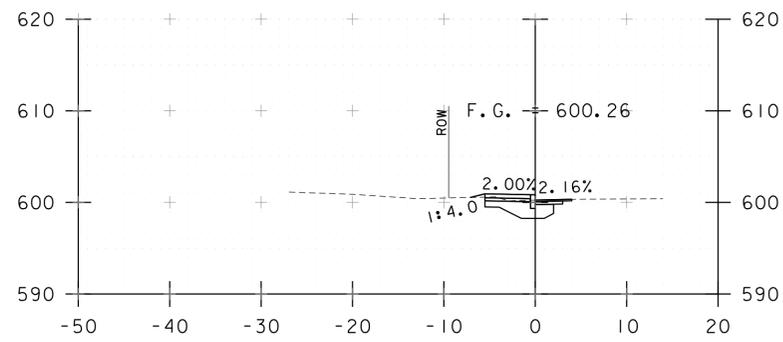
8+00



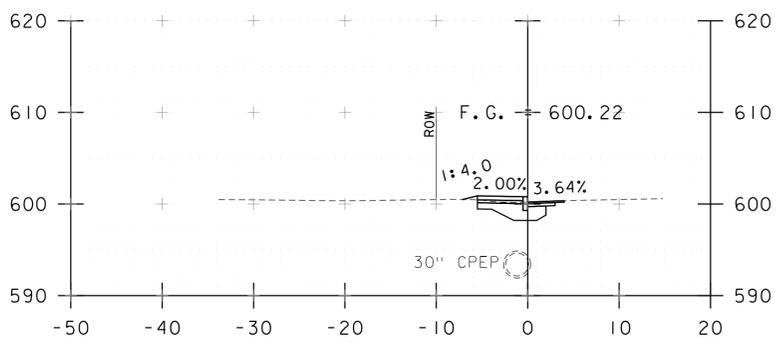
8+75



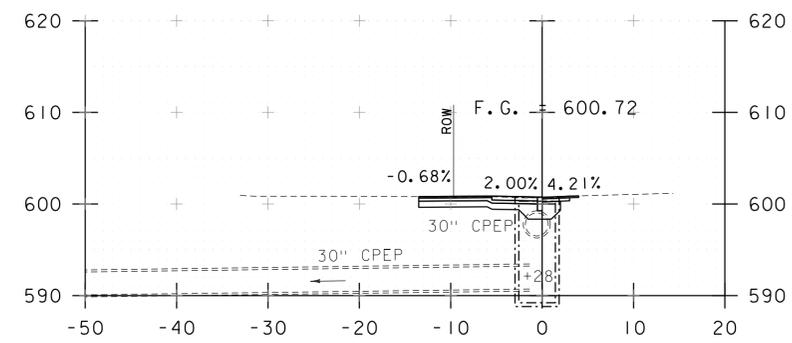
9+50



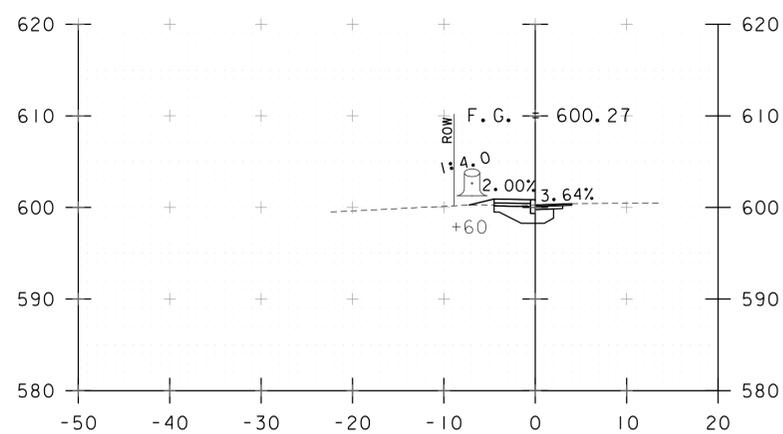
7+75



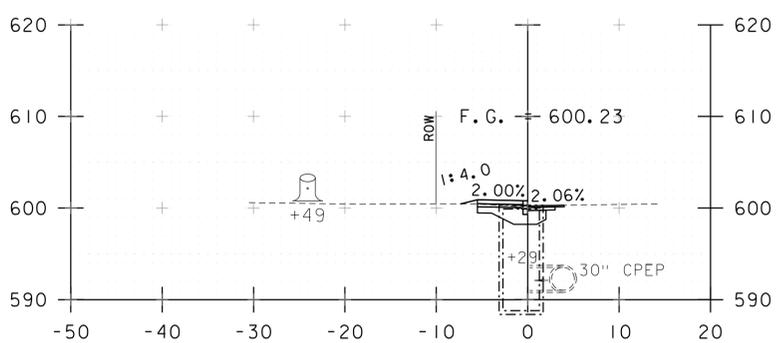
8+50



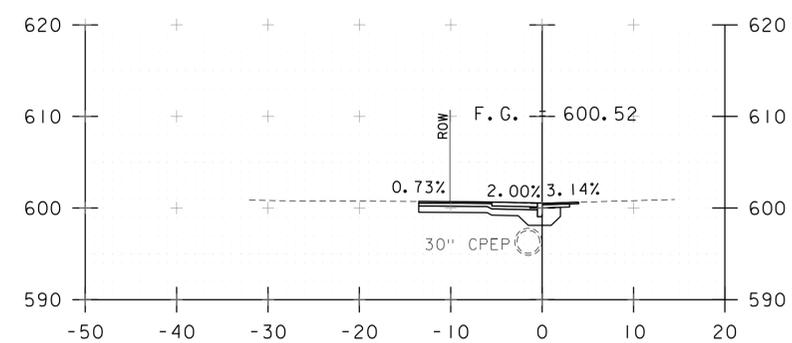
9+25



7+50



8+25



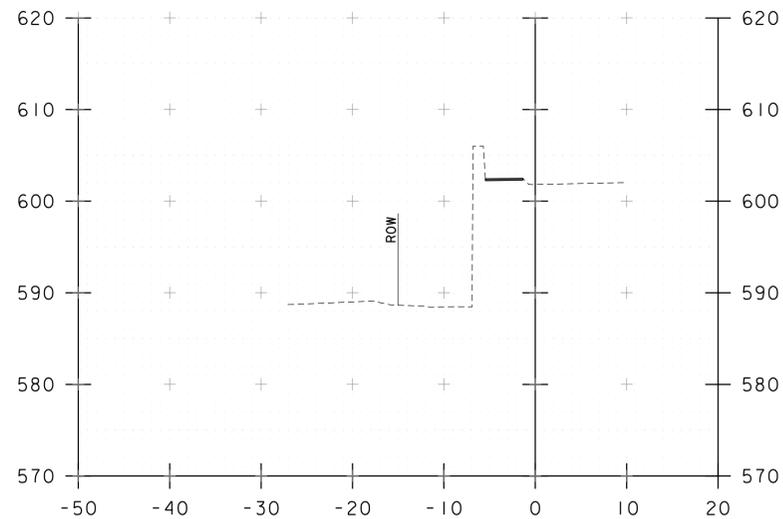
9+00



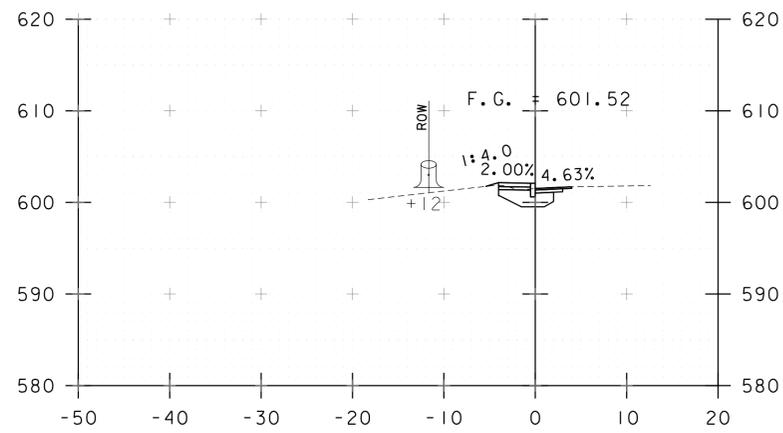
PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20F209xs.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 CROSS SECTIONS SHEET 4

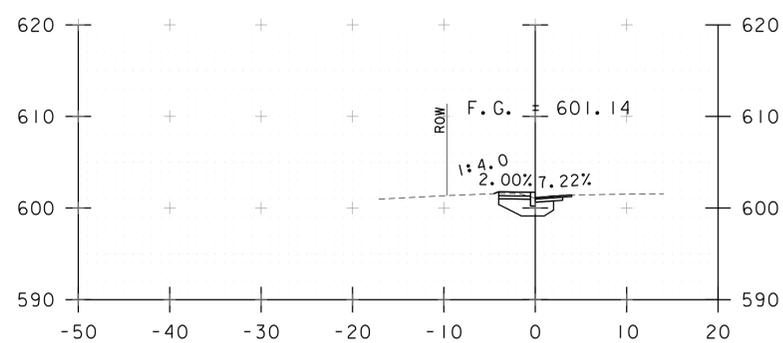
PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 26 OF 31



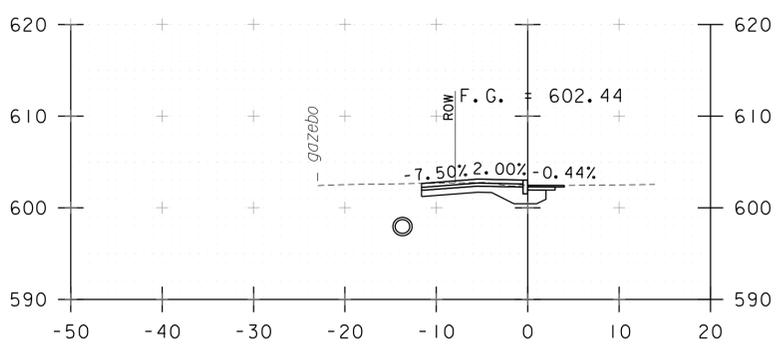
10+25



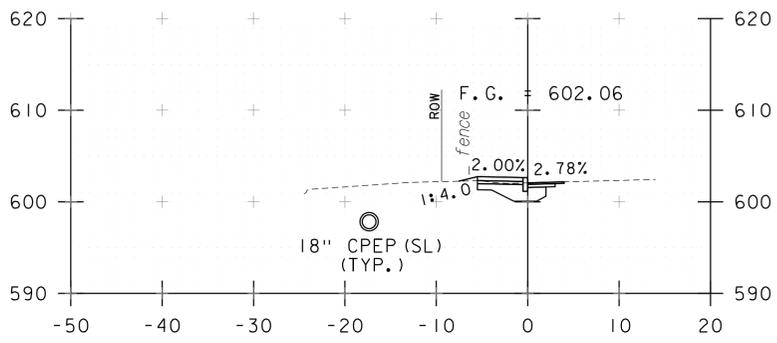
10+00



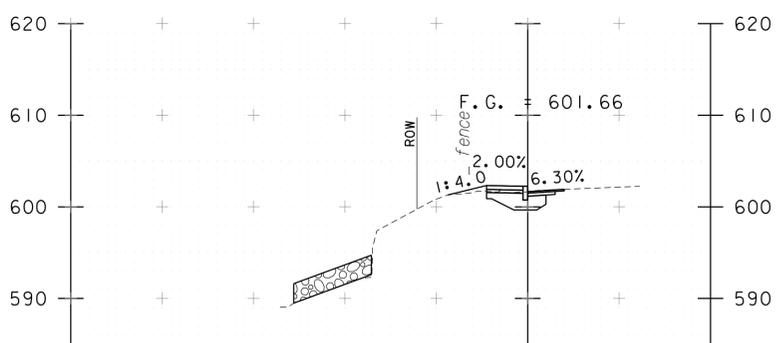
9+75



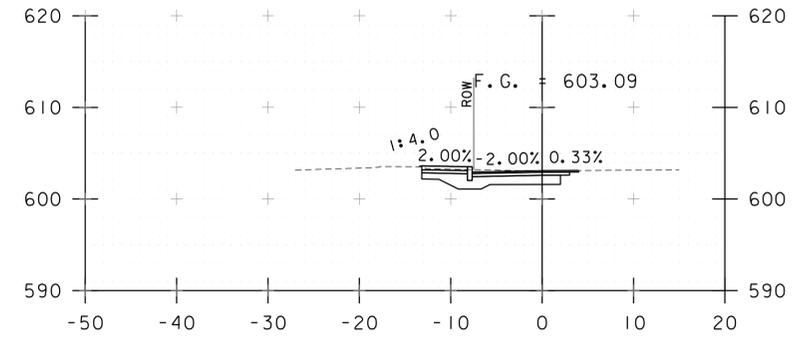
11+00



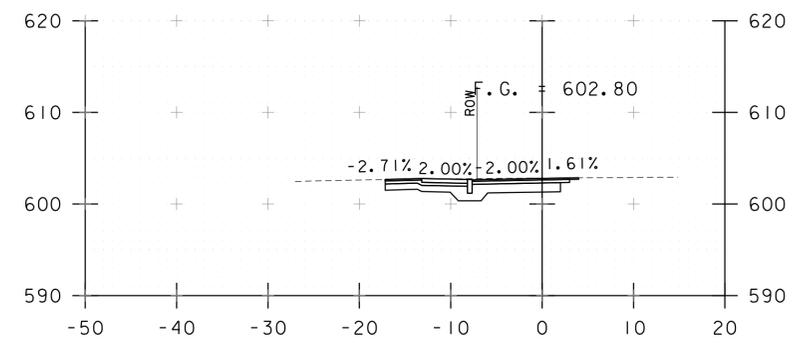
10+75



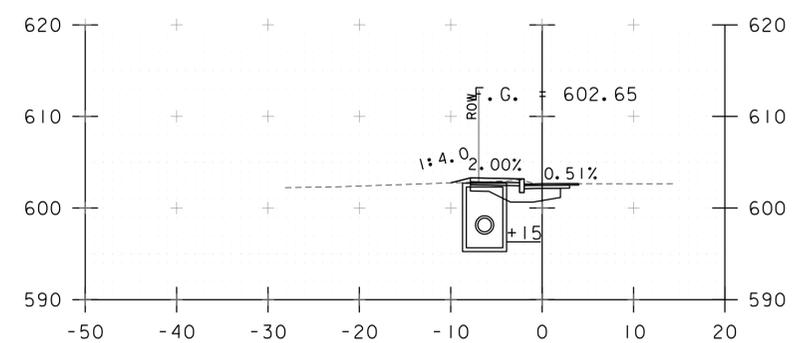
10+50



11+75



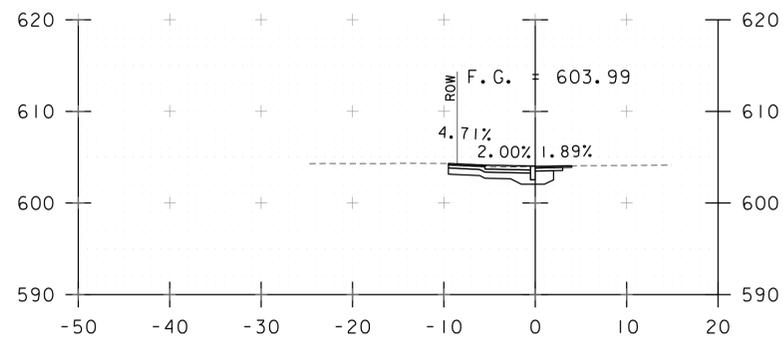
11+50



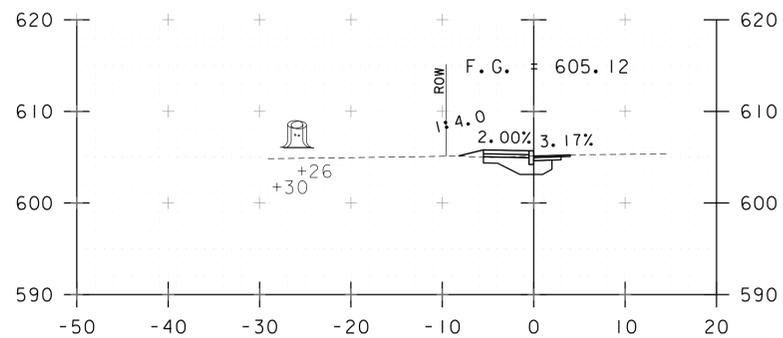
11+25



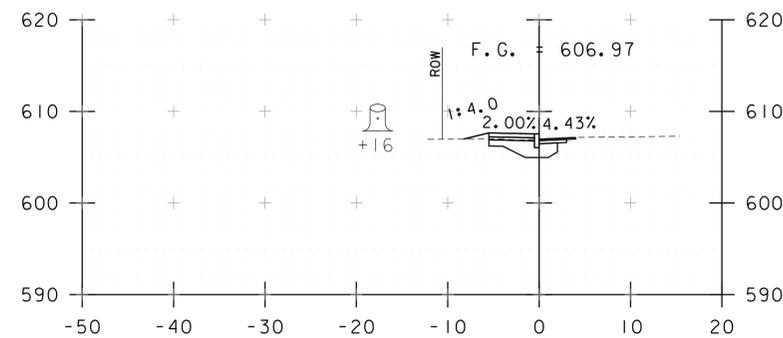
PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BPI9(3)	
FILE NAME: z20F209xs.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
CROSS SECTIONS SHEET 5	SHEET 27 OF 31



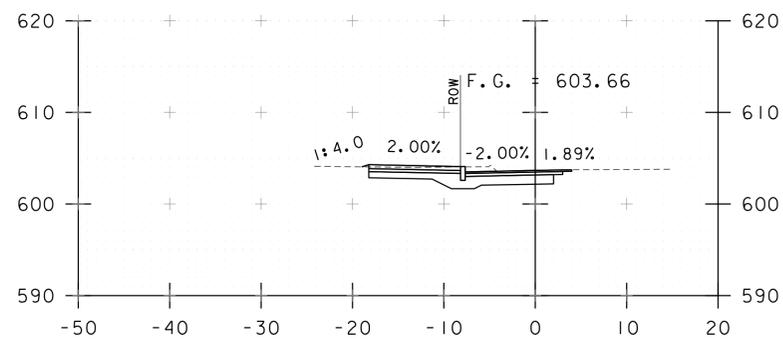
12+50



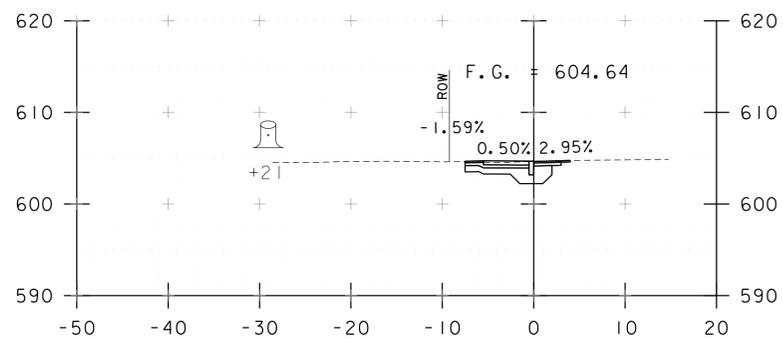
13+25



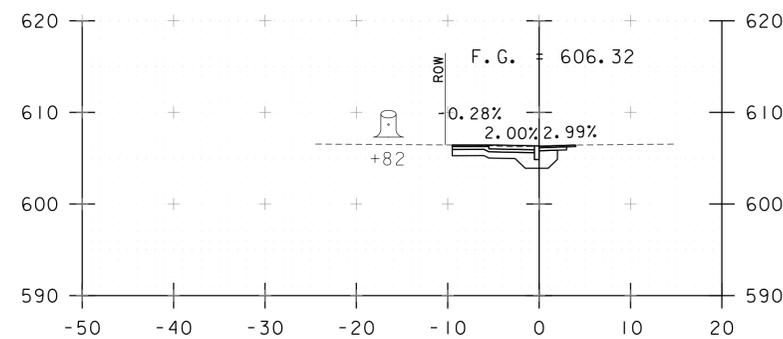
14+00



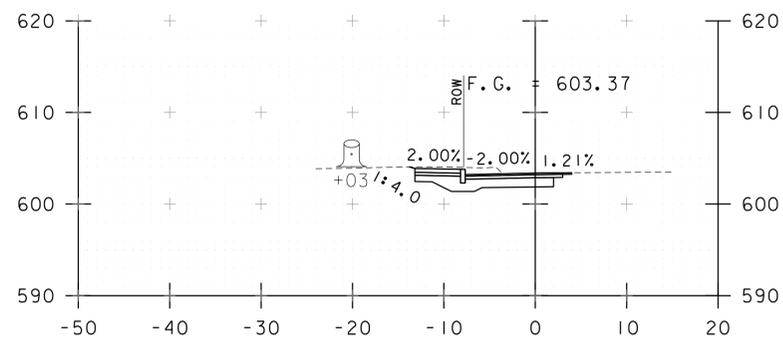
12+25



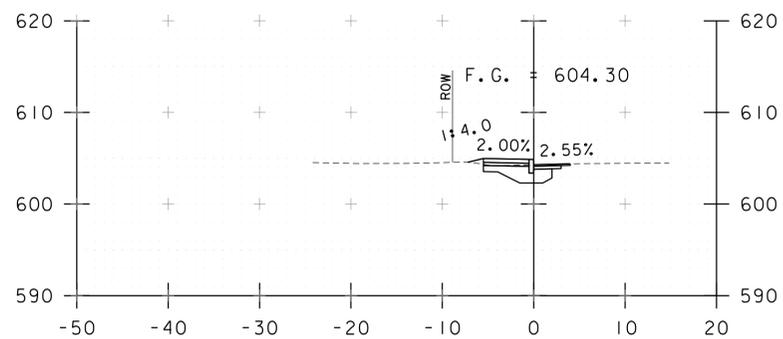
13+00



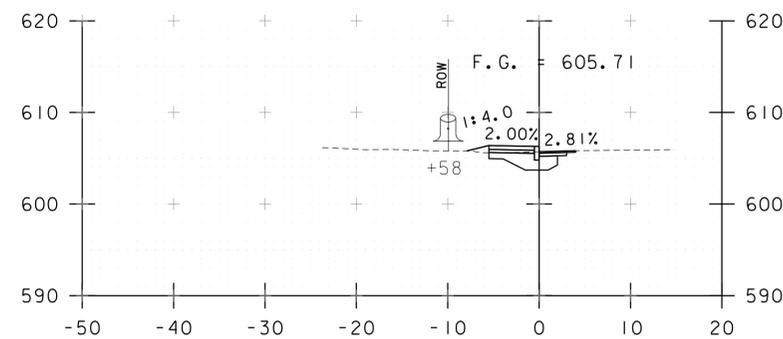
13+75



12+00



12+75



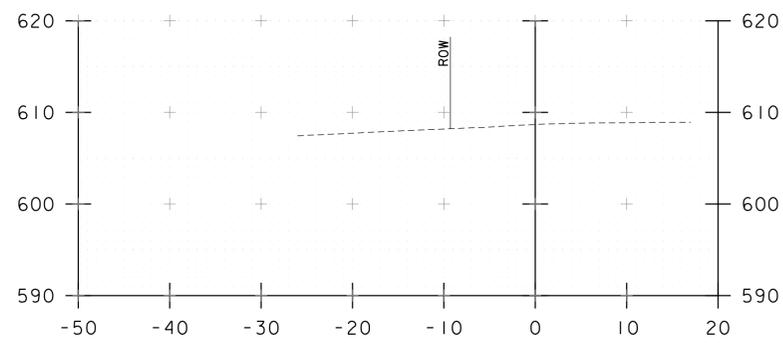
13+50



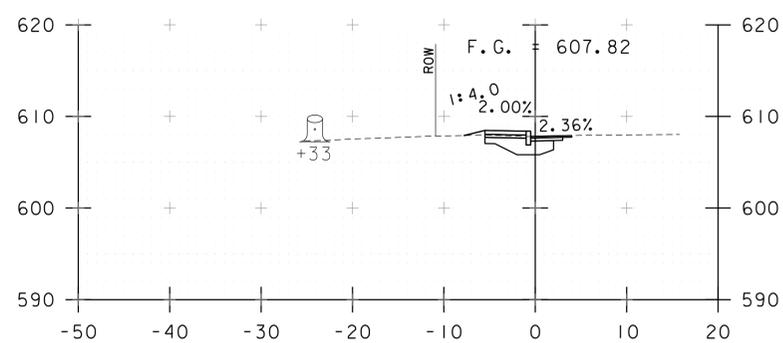
PROJECT NAME: MORETOWN  
 PROJECT NUMBER: STP BPI9(3)

FILE NAME: z20f209xs.dgn  
 PROJECT LEADER: E. ALLING  
 DESIGNED BY: C. PETERSON  
 CROSS SECTIONS SHEET 6

PLOT DATE: 10/24/2025  
 DRAWN BY: C. PETERSON  
 CHECKED BY: E. ALLING  
 SHEET 28 OF 31



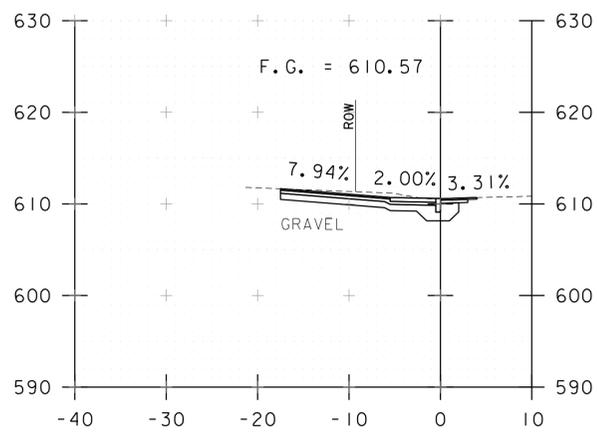
14+50



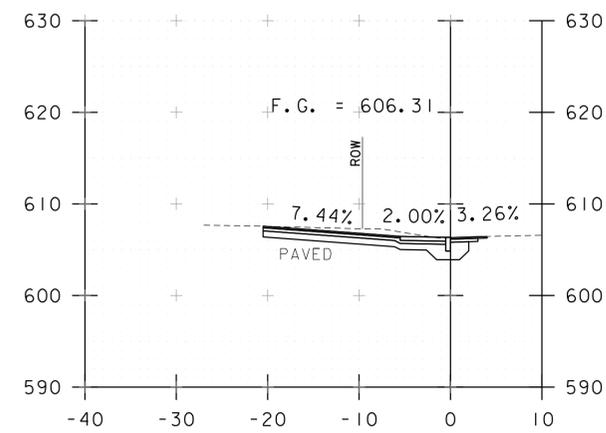
14+25



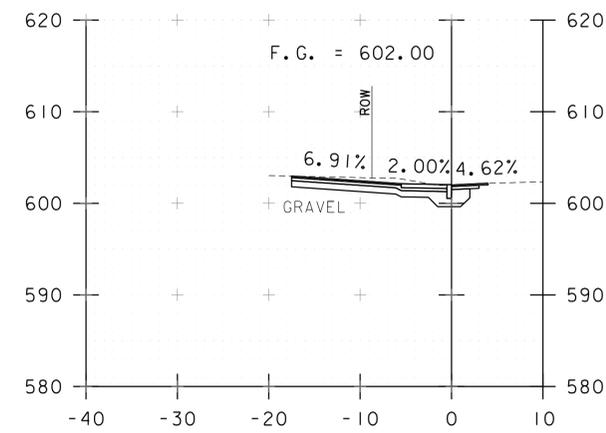
PROJECT NAME: MORETOWN	PLLOT DATE: 10/24/2025
PROJECT NUMBER: STP BP19(3)	DRAWN BY: C. PETERSON
FILE NAME: z20F209xs.dgn	CHECKED BY: E. ALLING
PROJECT LEADER: E. ALLING	SHEET 29 OF 31
DESIGNED BY: C. PETERSON	
CROSS SECTIONS SHEET 7	



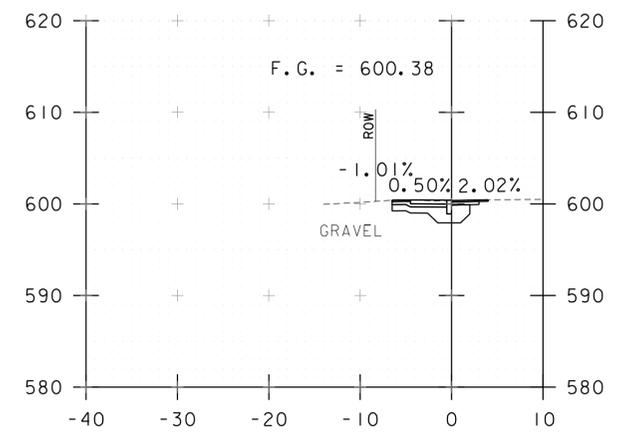
2+10



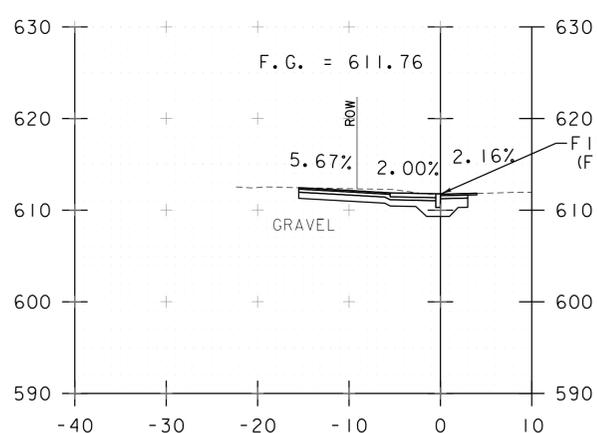
4+19



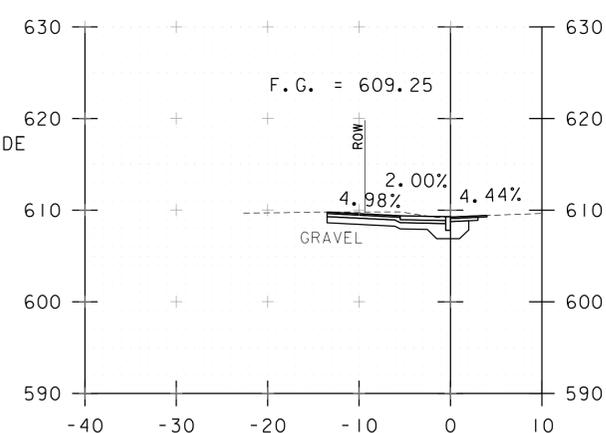
6+10



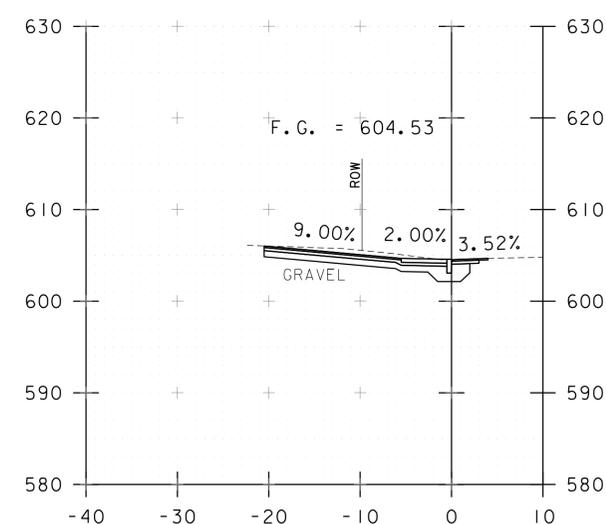
7+33



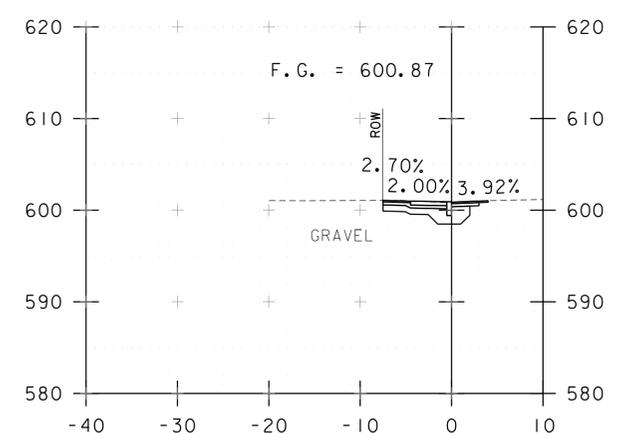
1+29



2+69



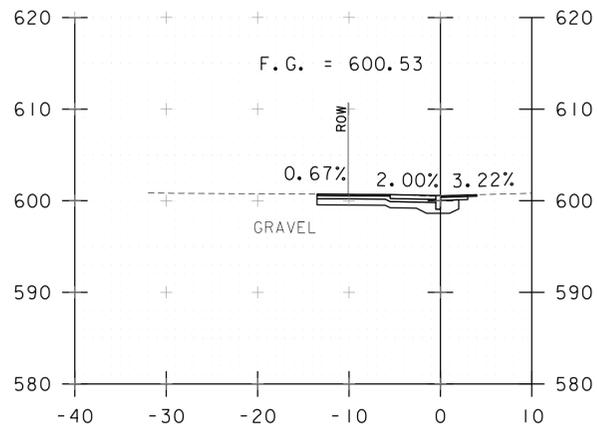
5+11



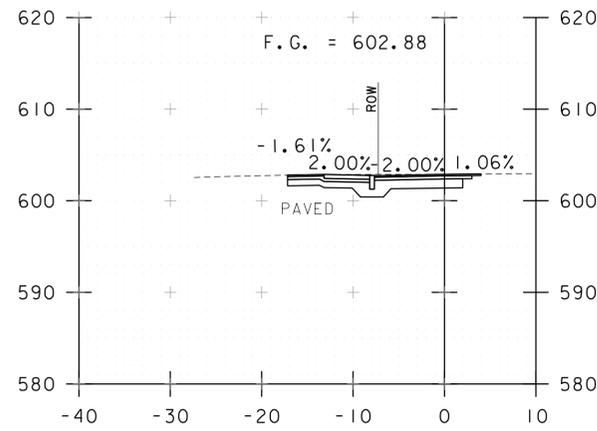
6+75



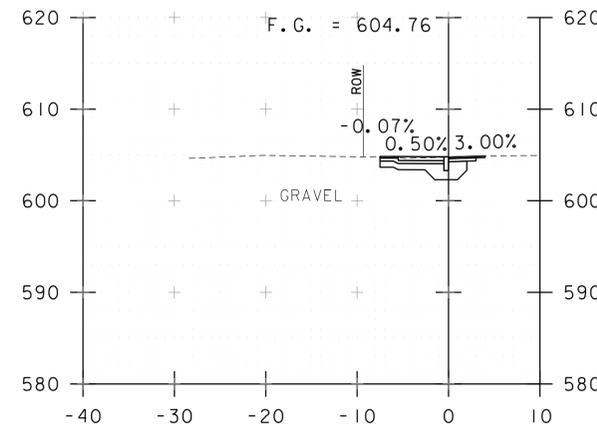
PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BP19(3)	
FILE NAME: z20F209xs.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
DRIVE SECTIONSS SHEET 1	SHEET 30 OF 31



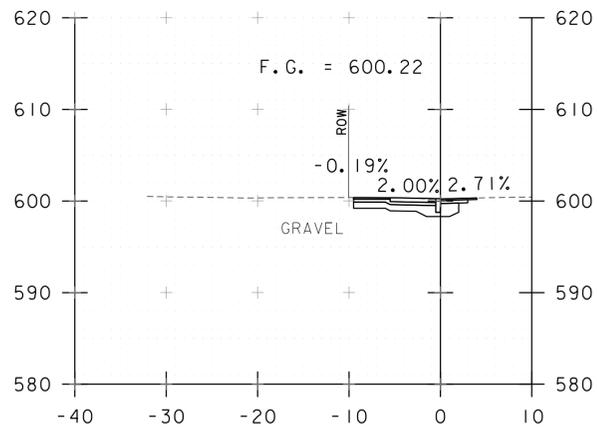
9+01



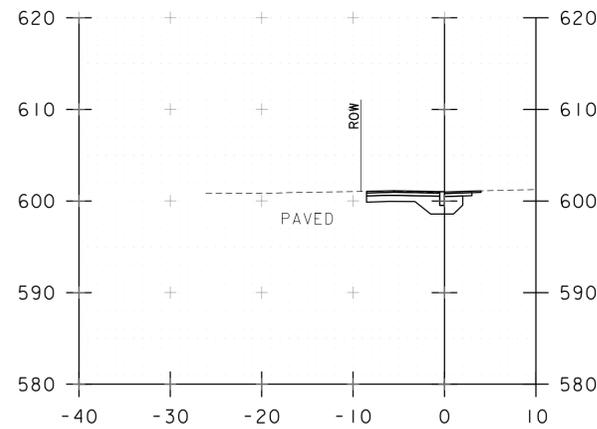
11+57



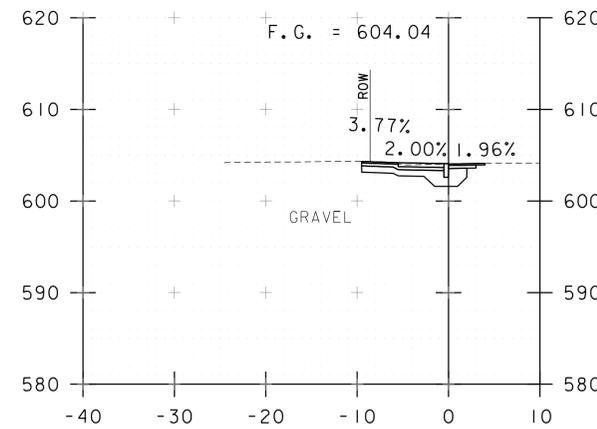
13+06



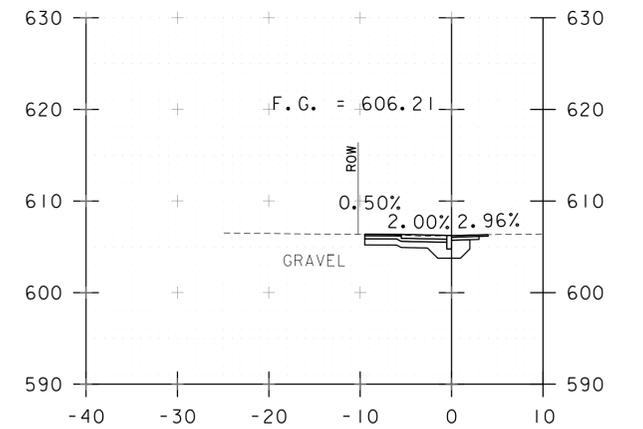
8+35



9+46



12+54



13+71



PROJECT NAME: MORETOWN	
PROJECT NUMBER: STP BPI9(3)	
FILE NAME: z20F209xs.dgn	PLOT DATE: 10/24/2025
PROJECT LEADER: E. ALLING	DRAWN BY: C. PETERSON
DESIGNED BY: C. PETERSON	CHECKED BY: E. ALLING
DRIVE SECTIONSS SHEET 2	SHEET 31 OF 31

## Certificate Of Completion

Envelope Id: D7623F5D-7454-49BE-A80A-CDD3E98B1D2E

Status: Completed

Subject: Complete with Docusign: Moretown Permit 47506 Town Sidewalk.pdf

Source Envelope:

Document Pages: 38

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 1

Covey, Nathan

AutoNav: Enabled

One National Life Drive - Dewey Building

Envelopeld Stamping: Enabled

Montpelier, VT 05620-2001

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Nathan.Covey@vermont.gov

IP Address: 174.83.89.12

## Record Tracking

Status: Original

Holder: Covey, Nathan

Location: DocuSign

11/18/2025 1:53:54 PM

Nathan.Covey@vermont.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: AOT - Agency of Transportation - AOT40

Location: Docusign

## Signer Events

### Signature

### Timestamp

Nathan Covey

DocuSigned by:

Sent: 11/18/2025 1:55:51 PM

Nathan.Covey@vermont.gov

Viewed: 11/18/2025 1:56:03 PM

AOT Permit Coordinator

Signed: 11/18/2025 1:56:11 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.83.89.12

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Theresa Gilman

Sent: 11/18/2025 1:56:16 PM

Theresa.Gilman@vermont.gov

Viewed: 11/18/2025 1:57:01 PM

AOT Permitting Services Supervisor

Signed: 11/18/2025 1:57:44 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 104.219.99.188

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Craig Keller

Sent: 11/18/2025 1:57:48 PM

Craig.Keller@vermont.gov

Viewed: 11/18/2025 1:58:33 PM

AOT Permitting Chief

Signed: 11/18/2025 1:59:44 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 73.182.132.17

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	11/18/2025 1:55:51 PM
Certified Delivered	Security Checked	11/18/2025 1:58:33 PM
Signing Complete	Security Checked	11/18/2025 1:59:44 PM
Completed	Security Checked	11/18/2025 1:59:44 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

## TMP CHECKLIST

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

**Project Name and Number/PIN:** Moretown STP BP19(3) / 20f209

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

### Project Manager during Project Definition:

Name:  Ken Robie  Date: \_\_\_\_\_

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

Name:  Ken Robie  Date: \_\_\_\_\_

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

Name:  Ken Robie  Date: \_\_\_\_\_

**Project Description** (Location, Activity, Anticipated Duration): New sidewalk and granite curb installation along VT Route 100B starting near the Moretown Memorial Library and continuing north to Fletcher Road along the west side of the road.

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

	Yes	No	Poss	N/A	Comments
7. Will construction impact access to businesses?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractor shall maintain access to drives or coordinate alternative access.
8. Are there other projects (utility, district maintenance, construction, municipal) in the area that should be coordinated or avoided?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	None known at this time.
9. Will/Can the traffic be reasonably detoured? If no or N/A, proceed to #10. If yes or possibly:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Road closures aren't anticipated.
a. Is the detour route roadway type equivalent to closed roadway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the local alternate detour route in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Will the detour route have a detrimental impact on emergency vehicles, school buses, or other sensitive traffic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Are there load limit restrictions on the detour?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Are there bridge/culvert width or height restrictions on the detour?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Are modifications needed at intersections on detour/alternate routes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will traffic signal timing need to be adjusted for the project (with or without a detour)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are there truck facilities or routes that would be impacted by the project or by a detour (turning radii, weight restrictions, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Are there special events or traffic generators (schools and bus routes, large employers, hospitals) that may be affected by the project and/or detour?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moretown Elementary and the local post office are both in the project area.
13. Will the emergency vehicle routing, mail delivery, school bus routes, or trash services be interrupted by the project (with or without a detour)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor shall coordinate with property owners regarding any impacts on mail or garbage.
14. Are there specific stakeholders to engage regarding the work zone impacts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elementary School and Post Office
15. Does the project occur within a high crash location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Are there other maintenance of traffic issues to consider? Specify.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

**Additional Narrative for Projects with issues identified above:**

Contractor should coordinate with the Town, property owners, business owners, emergency services and the schools regarding access to properties and school bus pick ups.

Maintain access for emergency vehicles at all times.

**Table 4 Project Significance Criteria**

Project Type (Number of Criteria)	Permanent Posted Speed Limit of Facility	Existing AADT	Multi-Project Interaction	Project Location	Non- Automobile Modes	Duration of Project Traffic Impacts	Level of impact to high-volume or critical traffic generators	Network Reliability	Significance	Resulting Requirements
A—Typically high-volume, high-speed roads (meets 1 or more of these criteria)	≥55 mph	>20,000 interstate or >15,000 state highway				2 or more construction seasons			Significant	TMP checklist to determine <b>required scope</b> for TO, PI, TTC; consider mitigation
B—Complicated areas due to users, locations generators, or other projects (meets 3 or more of these criteria)		>15,000 interstate or >10,000 state highway	One or more other projects in the vicinity are affected by this project’s traffic impacts (or vice versa)	Located within a downtown district or village center that creates additional traffic management challenges	Extensive impact to pedestrian or bicycle facilities with demonstrated demand or transit routes		High Impact	If there is an incident, there is no redundancy in network to ensure mobility	Significant	TMP checklist to determine <b>required scope</b> for TO, PI, TTC; consider mitigation
C—Lower-volume locations with some complications (Meets 2 or more of these criteria)		>10,000 interstate or >5,000 and state highway	One or more other projects in the vicinity are affected by this project’s traffic impacts (or vice versa)	Located within a downtown district or village center that creates additional traffic management challenges	Extensive impact to pedestrian or bicycle facilities with demonstrated demand or transit routes		Medium or High Impact	If there is an incident, there is no redundancy in network to ensure mobility	Not Significant	TMP checklist to determine <b>if any</b> TO, PI, TTC requirements
D—Simpler work zones on lower-volume roadways			Project is isolated or other projects are not likely to affect traffic or safety of this project	Location presents minimal traffic management challenges					Not Significant	TMP checklist to document <b>if no</b> TO, PI, TTC requirements