

ADDENDUM NO. 1
October 13, 2023
229238

RE: BETHEL ER E23-1(452) CULVERT 54 REPLACEMENT

FROM: DuBOIS & KING, INC.
P.O. Box 339
Randolph, Vermont 05060
(802) 728-3376

TO: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued by the Town of Bethel, Vermont, for the Bethel ER E23-1(452) Culvert 54 Replacement project dated October 10, 2023. **Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so will subject the Bidder to disqualification.**

I. Pre-Bid Meeting

A Pre-Bid meeting was held at the Project Site on October 13, 2023 at 9:00 a.m. Attendees are listed on the attached Pre-Bid Meeting Attendance Log. Jonathan B. Ashley, P.E., of DuBois & King, Inc. described key elements of the project. Questions raised at the pre-bid meeting are addressed below.

II. Contract Documents and Drawings Changes

REMOVE and **REPLACE** Drawings with the attached revised Drawings.

ADD the attached Appendices to the Contract Documents.

III. Questions & Answers

The following addresses questions received by phone, email, or at the non-mandatory pre-bid meeting held on October 13, 2023 at 9am.

Question 1: In the Invitation to Bid, there's reference to Appendix A, B, & C for the EEO Certification (appendix A), Debarment and Non-Collusion Affidavit (appendix B), and the Worker Classification Compliance Requirement (appendix C). Where would we be able to locate these forms? I've gone through the available documents, and I can't seem to find them.

Answer 1: These forms are attached to Addendum 1.

ADDENDUM NO. 1

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Question 2: Is there an approved waste site in the area for excess cut and/or unsuitable material?

Answer 2: The Town has not pre-arranged a disposal site for the project, but some potential sites that may be worth considering are a former gravel pit near the junction of Route 73 and Route 100 in Rochester and possibly Harvey's in Rochester.

Question 3: Who is responsible for maintenance of the Town roads during construction, particularly if snowplowing is needed on the ~1 mile of road above Culvert 54 that is within the Town of Bethel?

Answer 3: The Town of Bethel is coordinating and will provide maintenance of the Town roads during the construction phase through an agreement with the Town of Rochester or a contracted plowing company.

Question 4: Who is responsible for concrete testing and compaction testing?

Answer 4: DuBois & King, as the Town's Engineer, will be subcontracting the required compaction and concrete testing.

Question 5: If the paving plants are closed and/or weather conditions are not suitable for paving, what is the plan for finishing the road surface this year?

Answer 5: It is the Town's strong preference that permanent paving be installed this year based on funding requirements. It is the Town's understanding that the asphalt plant in Williston is scheduled to shut down on November 22, 2023, and that asphalt is expected to be available from the Concord, NH area until November 27-29, 2023. As a contingency, if permanent paving can't be completed, a Pay Item and Special Provision for Recycled Asphalt Product have been added (see attached). The Special Provision (Aggregate Surface Course, RAP) will only be used if permanent paving can't be completed due to weather conditions and availability of asphalt.

Question 6: The documents indicate that bid bonds are acceptable, but a bid bond form wasn't provided. Are we allowed to use the Standard AIA 310 form for our bid bond?

Answer 6: Yes.

Question 7: Will you be adding a Solid Rock Excavation item in case ledge is encountered while excavating for the culvert?

Answer 7: Yes, this Pay Item has been added to the attached revised Bid Form and Plans.

Question 8: How soon will the contract be turned around after Bid opening?

Answer 8: The Engineer and Town are expected to complete the review of Bids and selection of a Contractor by the close of business on Friday, October 20, 2023.

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Question 9: Will you be revising the Bid Form to have an amount on the items that are listed as N.A.B.I.?

Answer 9: Yes, a revised Bid Form is attached.

This document constitutes Addendum 1 for this project.

BID FORM
Bethel ER E23-1(452)

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 Bethel, 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 December 15, 2023.

Bidder acknowledges receipt of the following Addenda:

Bid Form

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.10	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ _____	\$ _____
	Unit Price in Words _____				
203.15	Common Excavation	CY	2,952	\$ _____	\$ _____
	Unit Price in Words _____				
203.16	Solid Rock Excavation	CY	20	\$ _____	\$ _____
	Unit Price in Words _____				
203.27	Unclassified Channel Excavation	CY	183	\$ _____	\$ _____
	Unit Price in Words _____				
204.22	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 & 00/100</u>				
204.25	Structure Excavation	CY	400	\$ _____	\$ _____
	Unit Price in Words _____				
204.30	Granular Backfill for Structures	CY	1,185	\$ _____	\$ _____
	Unit Price in Words _____				
210.10	Coarse-Milling, Bituminous Pavement	SY	67	\$ _____	\$ _____
	Unit Price in Words _____				
301.26	Subbase of Crushed Gravel, Fine-Graded	CY	95	\$ _____	\$ _____
	Unit Price in Words _____				
301.35	Subbase of Dense-Graded Crushed Stone	CY	140	\$ _____	\$ _____
	Unit Price in Words _____				

Bid Form

402.12	Aggregate Shoulders	TON	25	\$ _____	\$ _____
	Unit Price in Words	_____			
404.65	Emulsified Asphalt	CWT	10	\$ _____	\$ _____
	Unit Price in Words	_____			
406.50	Price Adjustment, Asphalt Cement (N.A.B.I)	LU	1	\$ <u>1.00</u>	\$ <u>1.00</u>
	Unit Price in Words	<u>One Dollar & 00/100</u>			
507.11	Reinforcing Steel, Level I	LB	10,400	\$ _____	\$ _____
	Unit Price in Words	_____			
514.10	Water Repellent, Silane	GAL	5	\$ _____	\$ _____
	Unit Price in Words	_____			
541.25	Concrete, Class B	CY	70	\$ _____	\$ _____
	Unit Price in Words	_____			
605.11	Underdrain Pipe, 8 inches	LF	52	\$ _____	\$ _____
	Unit Price in Words	_____			
608.25	All Purpose Excavator Rental, Type I	HR	5	\$ _____	\$ _____
	Unit Price in Words	_____			
608.37	Truck Rental	HR	5	\$ _____	\$ _____
	Unit Price in Words	_____			
609.10	Dust Control with Water	MGAL	130	\$ _____	\$ _____
	Unit Price in Words	_____			
613.06	Stone Fill, Stream Bed Material (E-Stone, Type III)	CY	183	\$ _____	\$ _____
	Unit Price in Words	_____			

Bid Form

613.10	Stone Fill, Type I	CY	18	\$ _____	\$ _____
	Unit Price in Words	_____			
613.12	Stone Fill, Type III	CY	289	\$ _____	\$ _____
	Unit Price in Words	_____			
621.20	Steel Beam Guardrail, Galvanized	LF	200	\$ _____	\$ _____
	Unit Price in Words	_____			
621.50	Manufactured Terminal Section, Flared	EACH	2	\$ _____	\$ _____
	Unit Price in Words	_____			
621.80	Removal and Disposal of Guardrail	LF	220	\$ _____	\$ _____
	Unit Price in Words	_____			
631.16	Testing Equipment, Concrete	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
631.17	Testing Equipment, Bituminous	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
635.11	Mobilization / Demobilization	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
641.11	Traffic Control, All-Inclusive	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
646.404	Durable 4 inch White Line, Polyurea	LF	300	\$ _____	\$ _____
	Unit Price in Words	_____			
646.414	Durable 4 inch Yellow Line, Polyurea	LF	300	\$ _____	\$ _____
	Unit Price in Words	_____			

Bid Form

649.11	Geotextile for Roadbed Separator	SY	133	\$ _____	\$ _____
	Unit Price in Words	_____			
651.15	Seed	LB	60	\$ _____	\$ _____
	Unit Price in Words	_____			
651.18	Fertilizer	LB	115	\$ _____	\$ _____
	Unit Price in Words	_____			
651.20	Agricultural Limestone	TON	0.5	\$ _____	\$ _____
	Unit Price in Words	_____			
653.01	EPSC Plan	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
653.02	Monitoring EPSC Plan	HR	10	\$ _____	\$ _____
	Unit Price in Words	_____			
653.03	Maintenance of EPSC Plan (N.A.B.I.)	LU	1	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
	Unit Price in Words	<u>Three Thousand Five Hundred & 00/100</u>			
653.12	Straw Mulch	TON	0.5	\$ _____	\$ _____
	Unit Price in Words	_____			
653.20	Rolled Erosion Control Product, Type I	SY	432	\$ _____	\$ _____
	Unit Price in Words	_____			
653.45	Filter Bag	EACH	1	\$ _____	\$ _____
	Unit Price in Words	_____			
653.475	Silt Fence, Type I	LF	550	\$ _____	\$ _____
	Unit Price in Words	_____			

Bid Form

653.50 Barrier Fence
 LF 550 \$ _____ \$ _____
 Unit Price in Words _____

675.00 Removing Signs
 EACH 2 \$ _____ \$ _____
 Unit Price in Words _____

675.60 Resetting Signs
 EACH 2 \$ _____ \$ _____
 Unit Price in Words _____

675.61 Resetting Salvaged Posts
 EACH 2 \$ _____ \$ _____
 Unit Price in Words _____

900.645 Special Provision (Installation of Culvert)
 LS 1 \$ _____ \$ _____
 Unit Price in Words _____

900.645 Special Provision (Temporary Relocation of Stream)
 LS 1 \$ _____ \$ _____
 Unit Price in Words _____

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)
 TON 100 \$ _____ \$ _____
 Unit Price in Words _____

900.680 Special Provision (Aggregate Surface Course, RAP)
 TON 100 \$ _____ \$ _____
 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.

Bid Form

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

Title

Business Address

City

State

Date

ATTEST _____

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

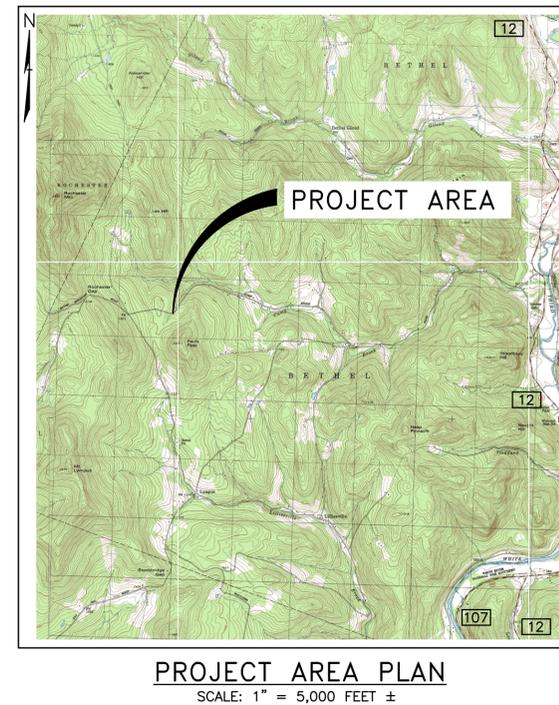
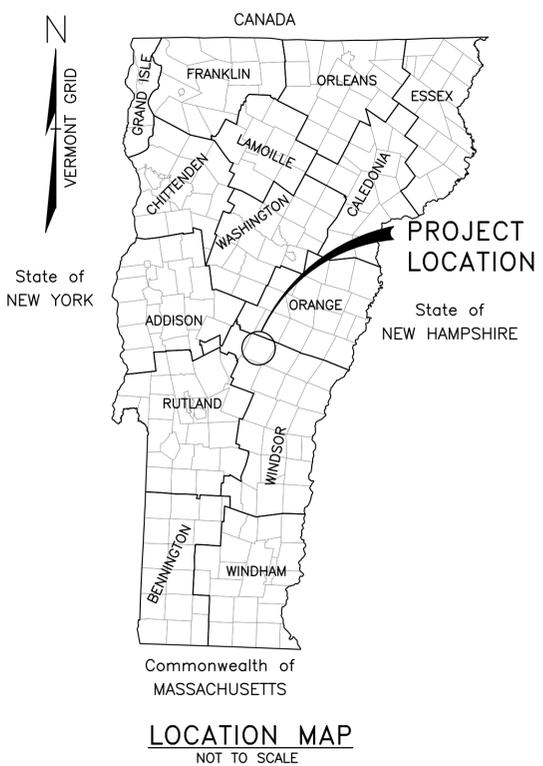
LB = pound

<u>Name</u>	<u>Representing</u>	<u>Email</u>
<u>Jeremy Sargent</u>	<u>Kubricky</u>	<u>jsargent@dacollins.com</u>
<u>Randy St. Onge</u>	<u>A. L. St. Onge</u>	<u>alstonge@pivot.net</u>
<u>Jen Powers</u>	<u>Casella Construction</u>	<u>jennifer.powers@casellainc.com</u>
<u>Chris Hunt</u>	<u>VTrans</u>	<u>Chris.Hunt@vermont.gov</u>
<u>Jonathan Ashley</u>	<u>DuBois & King</u>	<u>jashley@dubois-king.com</u>



TOWN OF BETHEL BETHEL, VERMONT

BETHEL ER E23-1(452) CULVERT NO. 54 REPLACEMENT CAMP BROOK ROAD, BETHEL, VT



△ LIST OF DRAWINGS

TITLE	SHEET NO.
TITLE SHEET	C1
GENERAL NOTES	C2
CONTROL OF WATER NOTES AND LEGEND	C3
TRAFFIC CONTROL PLAN	C4
QUANTITIES SHEET 1 OF 2	C5
QUANTITIES SHEET 2 OF 2	C6
REINFORCING STEEL SCHEDULE	C7
EXISTING SITE PLAN AND LAYOUT	C8
NEW SITE PLAN	C9
PROFILES	C10
STRUCTURE DETAILS SHEET 1 OF 3	C11
STRUCTURE DETAILS SHEET 2 OF 3	C12
STRUCTURE DETAILS SHEET 3 OF 3	C13
DETAILS	C14
EROSION & SEDIMENTATION CONTROL DETAILS	C15
EASEMENTS	C16

NO.	DATE	DESCRIPTION	BY	CHK'D
1	10-13-2023	ADDED LIST OF DRAWINGS	EBS	JBA

TOWN OF BETHEL,
 VERMONT
 134 SOUTH MAIN
 STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54
 REPLACEMENT

SHEET TITLE
 TITLE SHEET

DRAWN BY EBS	DATE OCT. 2023
CHECKED BY JBA	D&K PROJECT # 229238
PROJ. ENG. BMB	D&K ARCHIVE #

SHEET NUMBER
C1



NO.	DATE	DESCRIPTION	BY	CHK'D

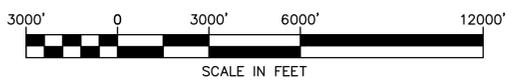
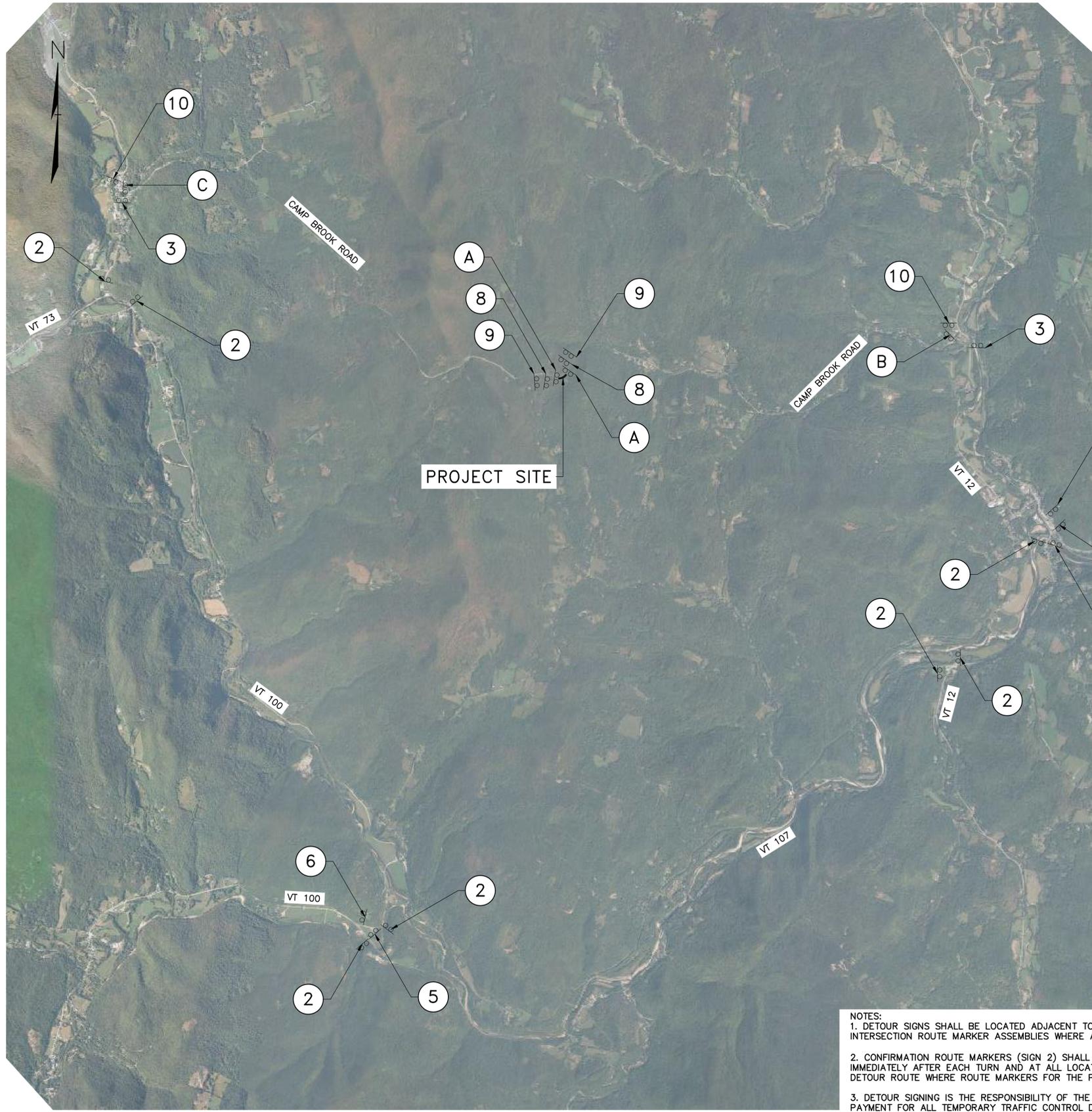
TOWN OF BETHEL, VERMONT
 134 SOUTH MAIN STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54 REPLACEMENT

SHEET TITLE
 TRAFFIC CONTROL PLAN

DRAWN BY EBS	DATE OCT. 2023
CHECKED BY JBA	DBK PROJECT # 229238
PROJ. ENG. BMB	DBK ARCHIVE #

SHEET NUMBER
C4
 SHEET 4 OF 16



- NOTES:**
1. DETOUR SIGNS SHALL BE LOCATED ADJACENT TO EXISTING INTERSECTION ROUTE MARKER ASSEMBLIES WHERE APPLICABLE.
 2. CONFIRMATION ROUTE MARKERS (SIGN 2) SHALL BE PLACED IMMEDIATELY AFTER EACH TURN AND AT ALL LOCATIONS ALONG THE DETOUR ROUTE WHERE ROUTE MARKERS FOR THE PARENT ROUTE EXIST.
 3. DETOUR SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR. PAYMENT FOR ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR IMPLEMENTING THE DETOUR, INCLUDING BUT NOT LIMITED TO SIGNS AND BARRICADES, WILL BE INCLUDED IN THE UNIT PRICE BID FOR CONTRACT ITEM 641.11 TRAFFIC CONTROL, ALL INCLUSIVE.
 4. THIS DETOUR PLAN IS AN OUTLINE ONLY AND THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN OF EACH INTERSECTION SHOWING DETOUR SIGN LOCATIONS IN RELATION TO EXISTING SIGNS.

 M4-8 (TYP.) W1-6L 1	 M6-3 2
 M4-8A 3	 M5-2R 4
 M5-1R 5	 M5-1L 6
 W1-6R 7	 W20-3 8
 M4-10L 9	 W20-2A 10
 R11-1 A	 R11-2 B
 R11-2 C	

5. PORTABLE CHANGEABLE MESSAGE BOARDS TO BE PLACED PRIOR TO AND DURING LENGTH OF ROAD CLOSURE ON VT 100 WEST OF THE DETOUR IN STOCKBRIDGE, VT 100 NORTH OF THE DETOUR IN ROCHESTER, VT 12 EAST OF THE DETOUR IN BETHEL, AND VT 12 NORTH OF THE DETOUR IN BETHEL.



NO.	DATE	DESCRIPTION
1	10-13-2023	ADDED LABELS
2		
3		
4		
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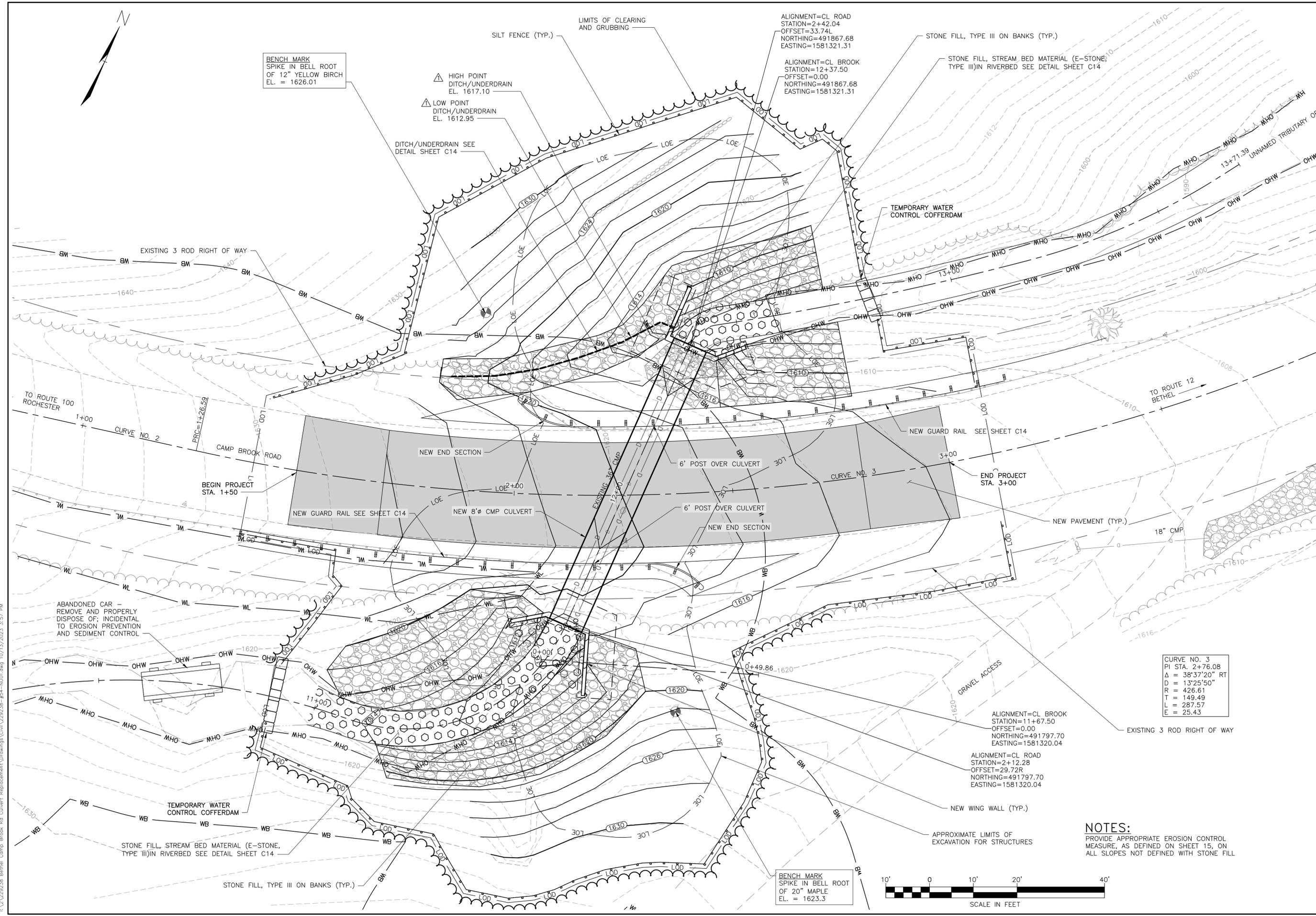
TOWN OF BETHEL,
VERMONT
134 SOUTH MAIN
STREET
PO BOX 404
BETHEL, VT 05032

CAMP BROOK ROAD
CULVERT NO. 54
REPLACEMENT

SHEET TITLE
NEW SITE
PLAN

DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

SHEET NUMBER
C9
SHEET 9 OF 16



BENCH MARK
SPIKE IN BELL ROOT
OF 12" YELLOW BIRCH
EL. = 1626.01

HIGH POINT
DITCH/UNDERDRAIN
EL. 1617.10

LOW POINT
DITCH/UNDERDRAIN
EL. 1612.95

ALIGNMENT=CL ROAD
STATION=2+42.04
OFFSET=33.74L
NORTHING=491867.68
EASTING=1581321.31

ALIGNMENT=CL BROOK
STATION=12+37.50
OFFSET=0.00
NORTHING=491867.68
EASTING=1581321.31

STONE FILL, TYPE III ON BANKS (TYP.)

STONE FILL, STREAM BED MATERIAL (E-STONE,
TYPE III) IN RIVERBED SEE DETAIL SHEET C14

TEMPORARY WATER
CONTROL COFFERDAM

BEGIN PROJECT
STA. 1+50

END PROJECT
STA. 3+00

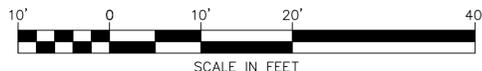
ABANDONED CAR -
REMOVE AND PROPERLY
DISPOSE OF; INCIDENTAL
TO EROSION PREVENTION
AND SEDIMENT CONTROL

CURVE NO. 3
PI STA. 2+76.08
 $\Delta = 38^{\circ}37'20''$ RT
D = 13'25'50"
R = 426.61
T = 149.49
L = 287.57
E = 25.43

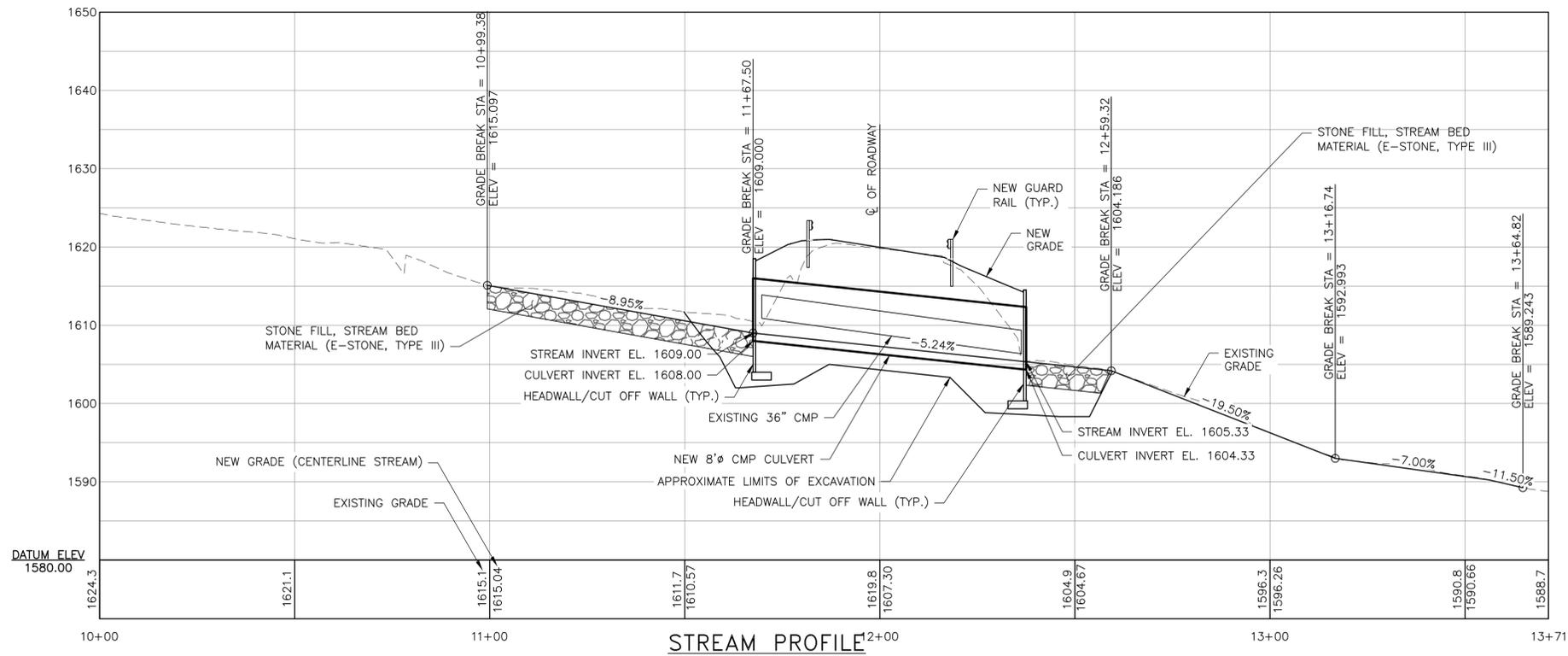
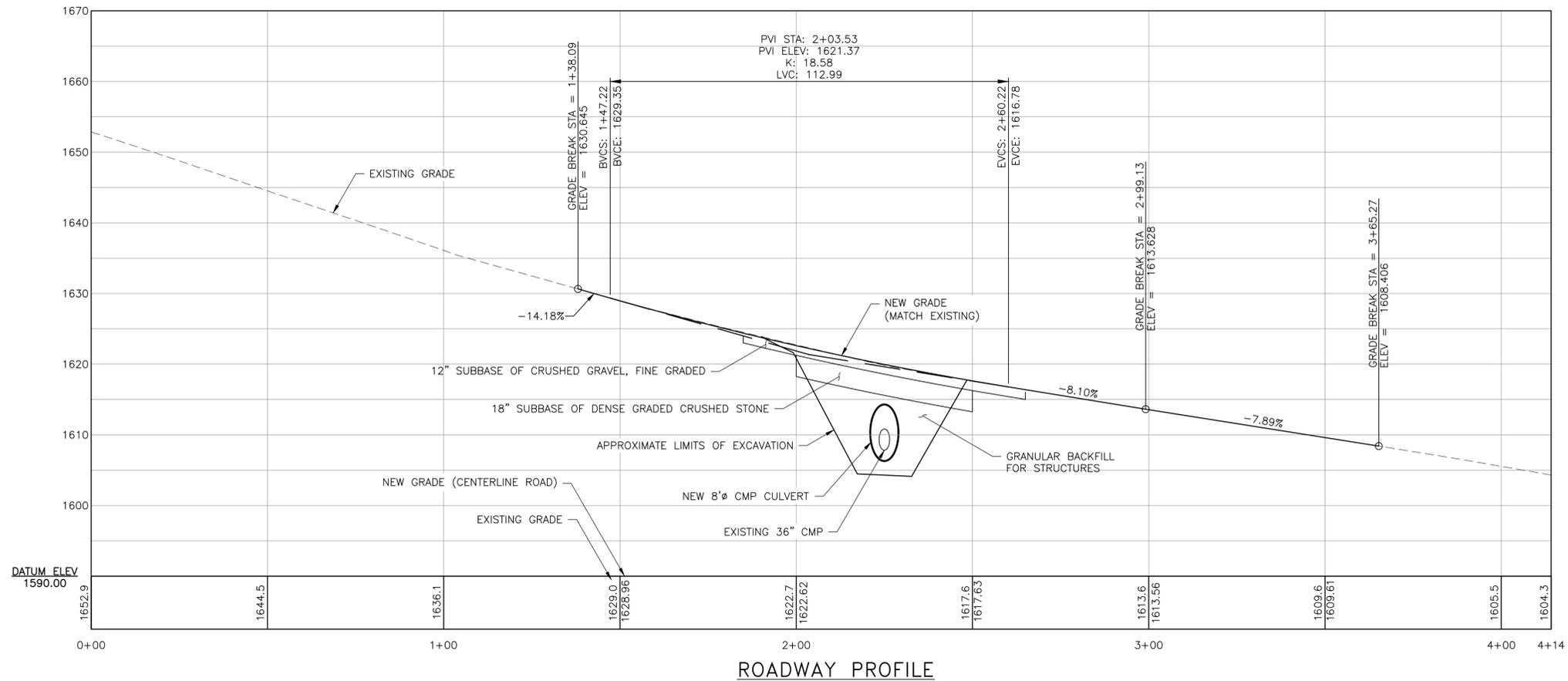
ALIGNMENT=CL BROOK
STATION=11+67.50
OFFSET=0.00
NORTHING=491797.70
EASTING=1581320.04

ALIGNMENT=CL ROAD
STATION=2+12.28
OFFSET=29.72R
NORTHING=491797.70
EASTING=1581320.04

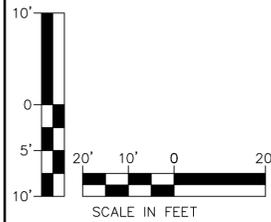
NOTES:
PROVIDE APPROPRIATE EROSION CONTROL
MEASURE, AS DEFINED ON SHEET 15, ON
ALL SLOPES NOT DEFINED WITH STONE FILL.



I:\2\229238 Bethel Comp. Brook Rd. Culvert Replacement\Drawings\C14\229238-#54-N101.dwg 10/13/2023 3:57 PM



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NO.	DATE	DESCRIPTION	BY	CHK'D

TOWN OF BETHEL,
 VERMONT
 134 SOUTH MAIN
 STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54
 REPLACEMENT

SHEET TITLE
 PROFILES

DRAWN BY EBS	DATE OCT. 2023
CHECKED BY JBA	D&K PROJECT # 229238
PROJ. ENG. BMB	D&K ARCHIVE #

SHEET NUMBER
C10
 SHEET 10 OF 16

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NO.	DATE	DESCRIPTION	BY	CHK'D
1	10-13-2023	ADDED DIMENSIONS, DEFINED PIPE	EBS	JBA

TOWN OF BETHEL, VERMONT
 134 SOUTH MAIN STREET
 PO BOX 404
 BETHEL, VT 05032

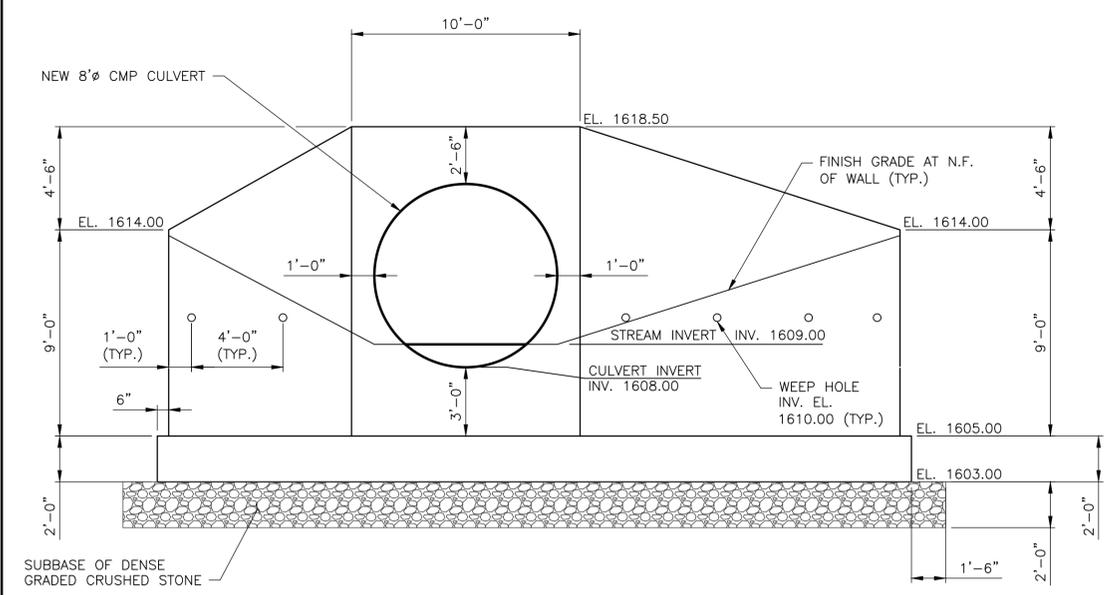
CAMP BROOK ROAD
 CULVERT NO. 54 REPLACEMENT

SHEET TITLE
 STRUCTURE DETAILS
 SHEET 1 OF 3

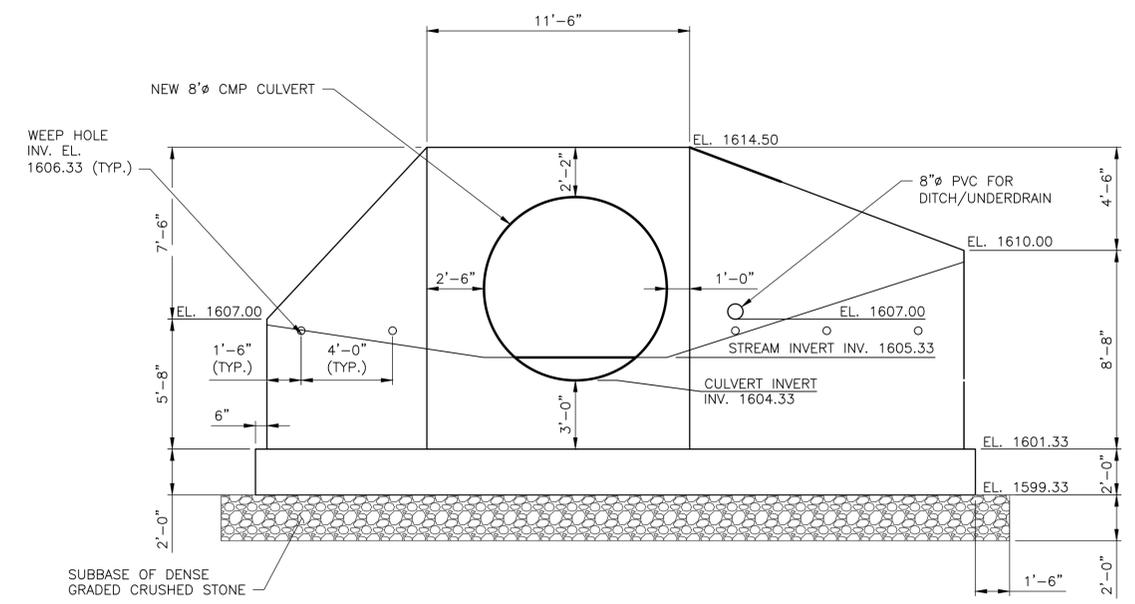
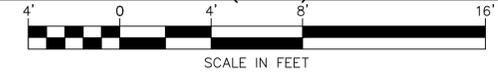
DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

SHEET NUMBER

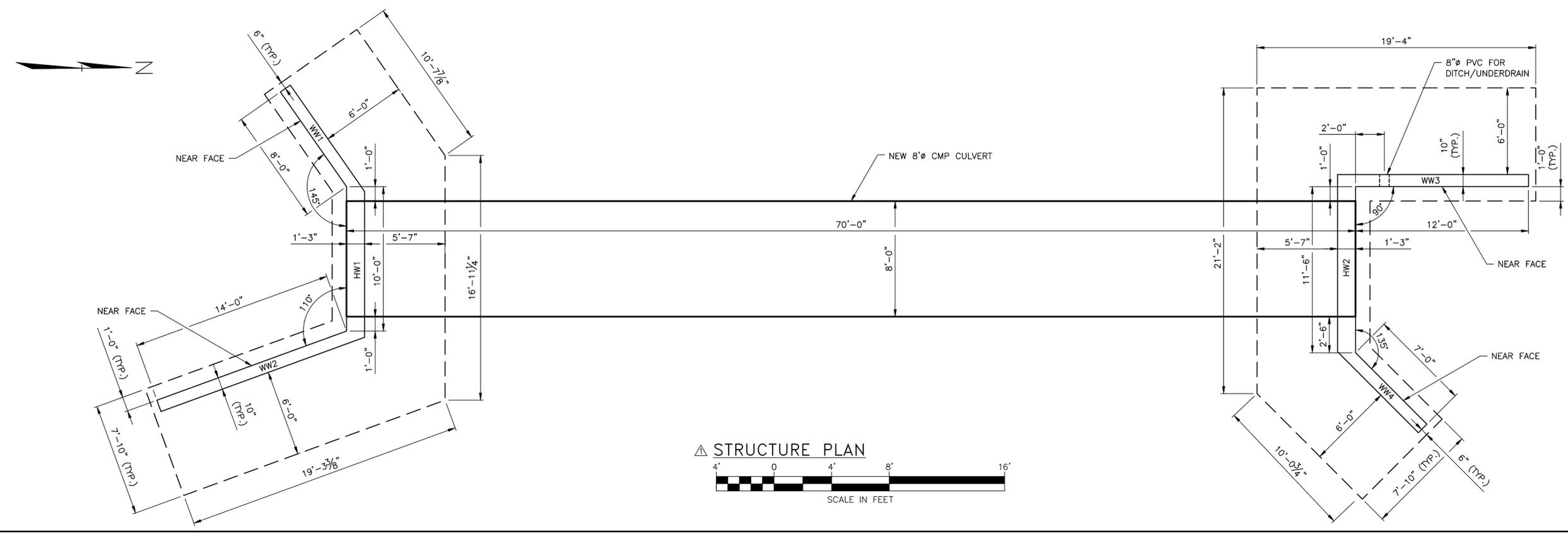
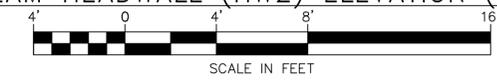
C11



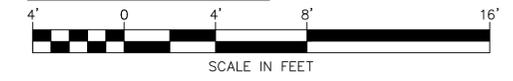
△ UPSTREAM HEADWALL (HW1) ELEVATION (AT NEAR FACE)



△ DOWNSTREAM HEADWALL (HW2) ELEVATION (AT NEAR FACE)



△ STRUCTURE PLAN



I:\229238 Bethel Comp. Brook Rd. Culvert Replacement\Drawings\Civil\229238-#64-STRUC-NUD1.dwg 10/13/2023 3:57 PM



DATE	NO.	DESCRIPTION	BY	CK'D
10-13-2023	1	REFINE REINFORCING STEEL, ADDED ANCHOR BOLTS	EBS	JBA

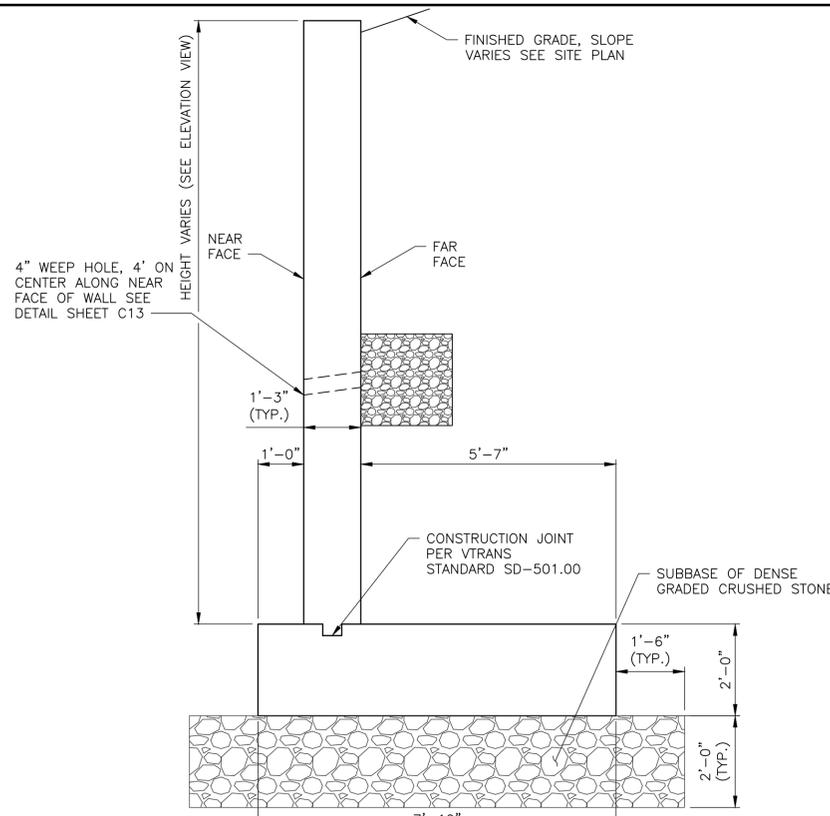
TOWN OF BETHEL, VERMONT
134 SOUTH MAIN STREET
PO BOX 404
BETHEL, VT 05032

CAMP BROOK ROAD
CULVERT NO. 54
REPLACEMENT

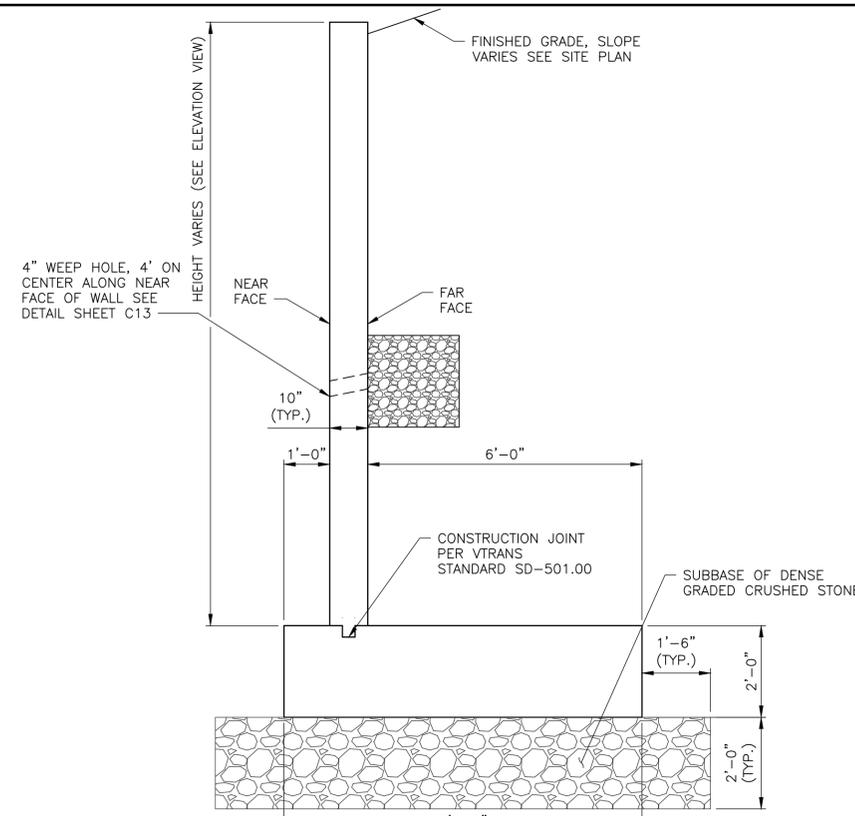
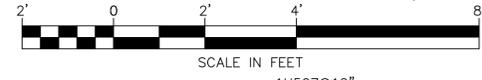
SHEET TITLE
STRUCTURE
DETAILS
SHEET 2 OF 3

DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

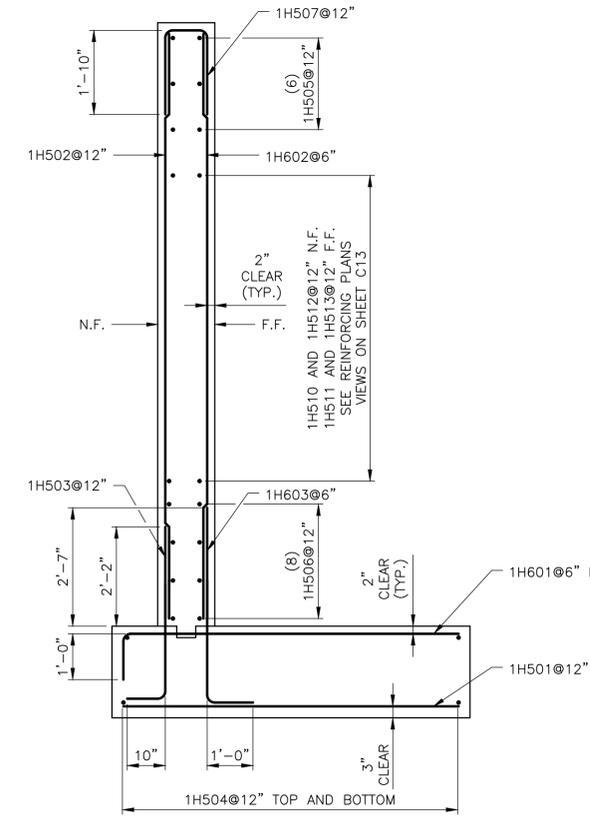
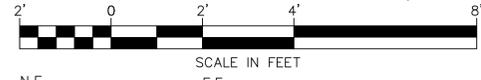
SHEET NUMBER
C12
SHEET 12 OF 16



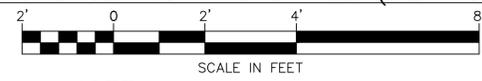
TYPICAL SECTION HEADWALL (MASONRY)



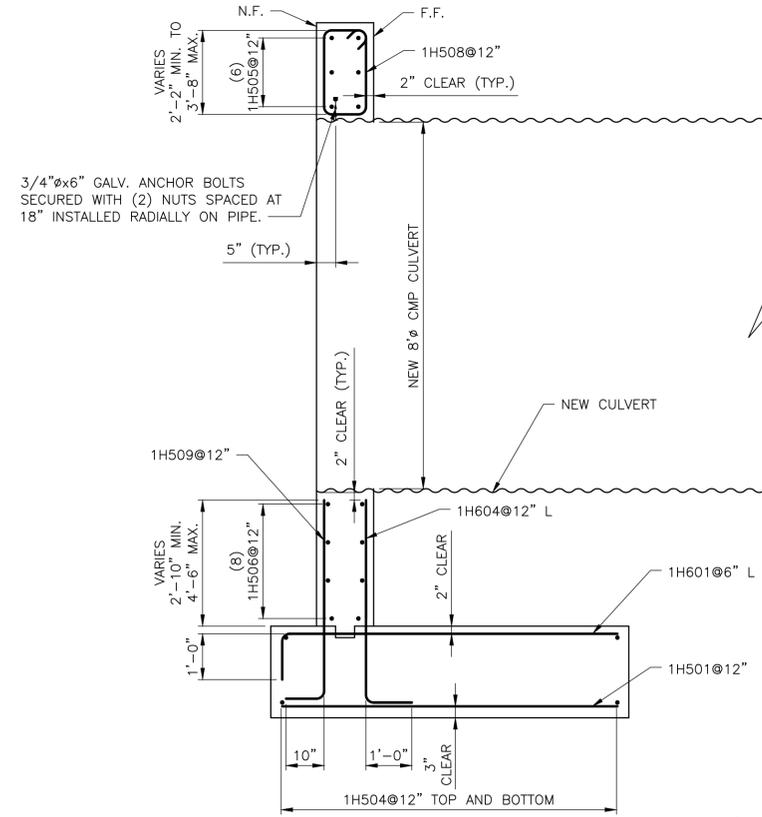
TYPICAL SECTION WINGWALL (MASONRY)



△ TYPICAL SECTION HEADWALL (REINFORCING)



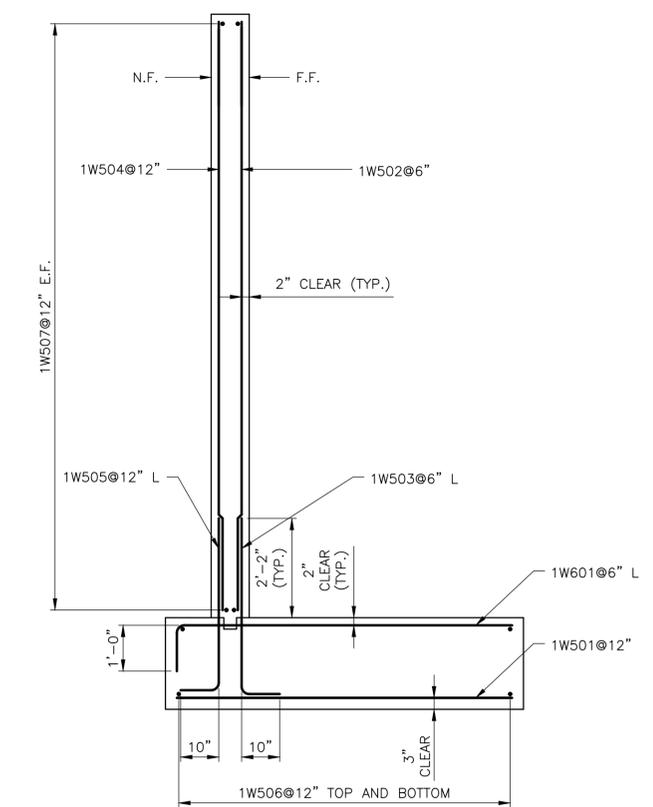
NOTE: HEADWALL 1 SHOWN, HEADWALL 2 SIMILAR.



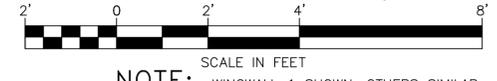
△ TYPICAL SECTION HEADWALL AT CULVERT (REINFORCING)



NOTE: HEADWALL 1 (AT PIPE) SHOWN, HEADWALL 2 SIMILAR.



TYPICAL SECTION WINGWALL (REINFORCING)



NOTE: WINGWALL 1 SHOWN, OTHERS SIMILAR.

I:\229238 Bethel Comp. Brook Rd. Culvert Replacement\Drawings\Civil\229238-#64-STRUC-NUT.dwg 10/13/2023 3:57 PM



NO.	DATE	DESCRIPTION	BY	CK'D
1	10-13-2023	REFINE REINFORCING STEEL, ADD SLOPE	EBS	JBA

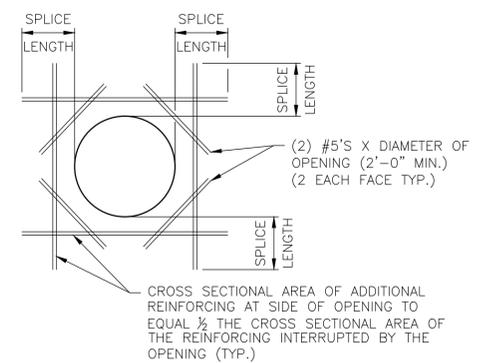
TOWN OF BETHEL, VERMONT
 134 SOUTH MAIN STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54 REPLACEMENT

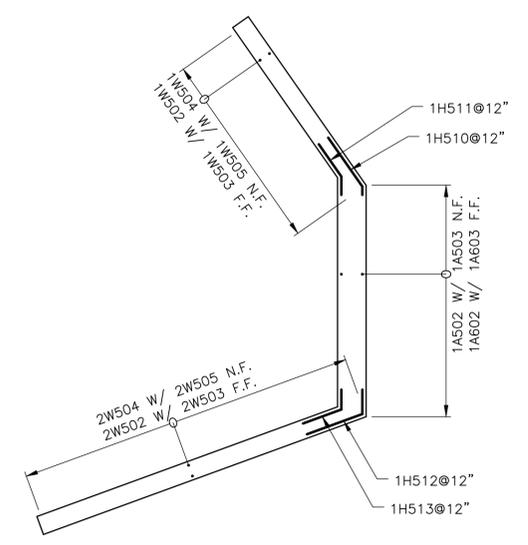
SHEET TITLE
 STRUCTURE DETAILS
 SHEET 3 OF 3

DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

SHEET NUMBER
C13
 SHEET 13 OF 16

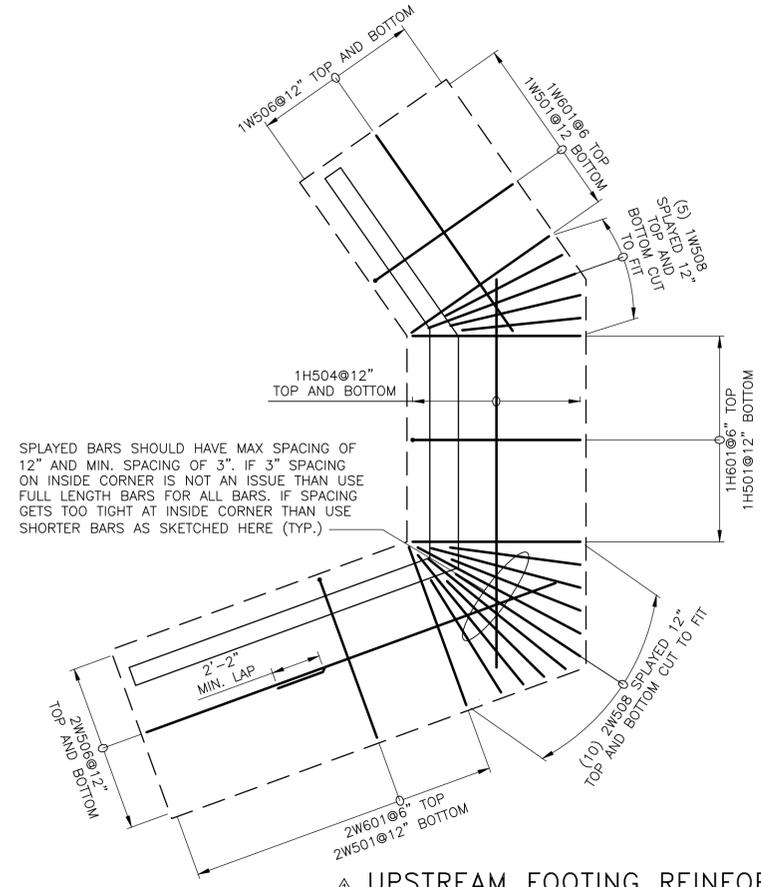


EXTRA REINFORCING AT ABUTMENT AND WINGWALL PENETRATIONS
 NOT TO SCALE



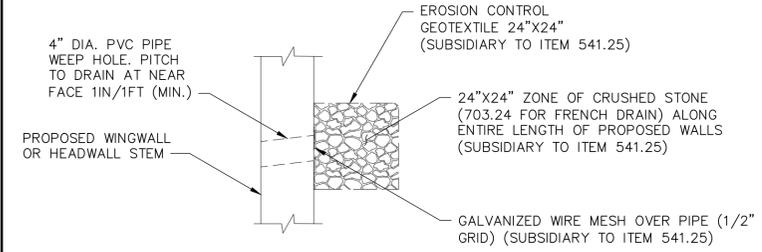
- NOTES:**
- NOT ALL REINFORCING STEEL SHOWN IN PLAN VIEW REFER TO TYPICAL SECTIONS SHEET C12
 - ALL HORIZONTAL AND VERTICAL REINFORCING STEEL IN HEADWALLS (1A AND 2A) NEED TO MAINTAIN 2" CLEAR FROM CMP PIPE

UPSTREAM HEADWALL/WINGWALL REINFORCING
 SCALE IN FEET

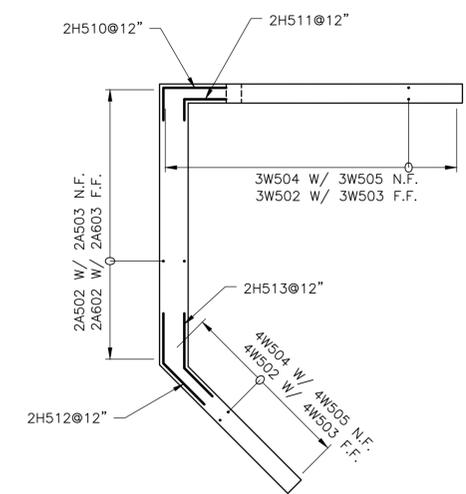


SPLAYED BARS SHOULD HAVE MAX SPACING OF 12" AND MIN. SPACING OF 3". IF 3" SPACING ON INSIDE CORNER IS NOT AN ISSUE THAN USE FULL LENGTH BARS FOR ALL BARS. IF SPACING GETS TOO TIGHT AT INSIDE CORNER THAN USE SHORTER BARS AS SKETCHED HERE (TYP.)

UPSTREAM FOOTING REINFORCING
 SCALE IN FEET

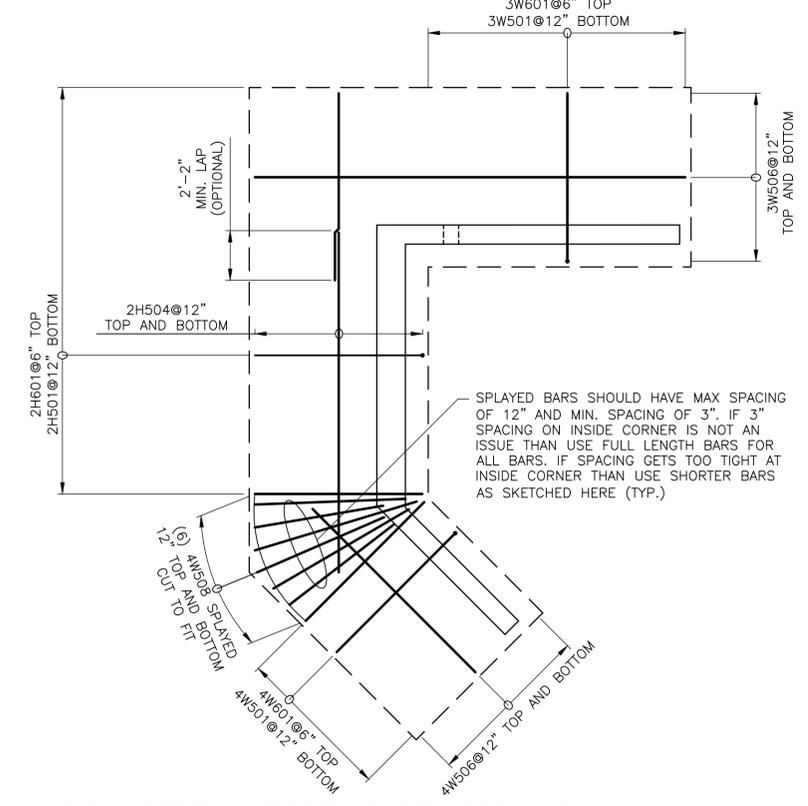


WEEP HOLE FILTER DETAIL
 NOT TO SCALE



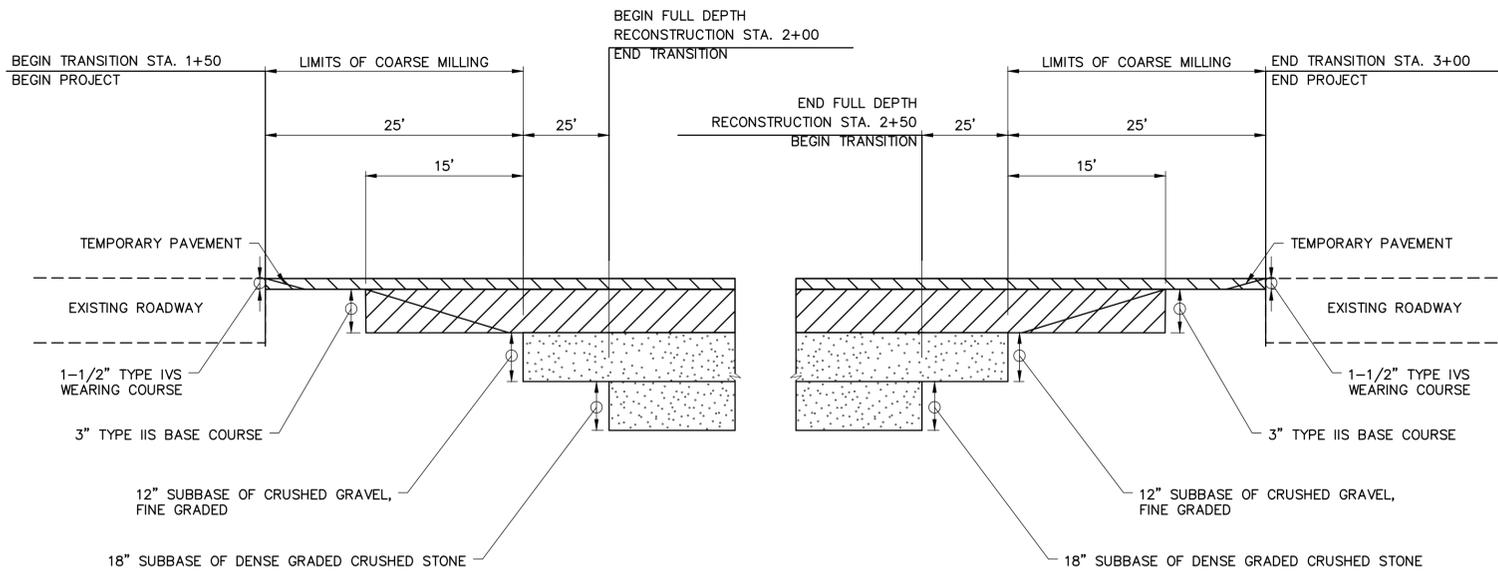
- NOTES:**
- NOT ALL REINFORCING STEEL SHOWN IN PLAN VIEW REFER TO TYPICAL SECTIONS SHEET C12
 - ALL HORIZONTAL AND VERTICAL REINFORCING STEEL IN HEADWALLS (1A AND 2A) NEED TO MAINTAIN 2" CLEAR FROM CMP PIPE

DOWNSTREAM HEADWALL/WINGWALL REINFORCING
 SCALE IN FEET

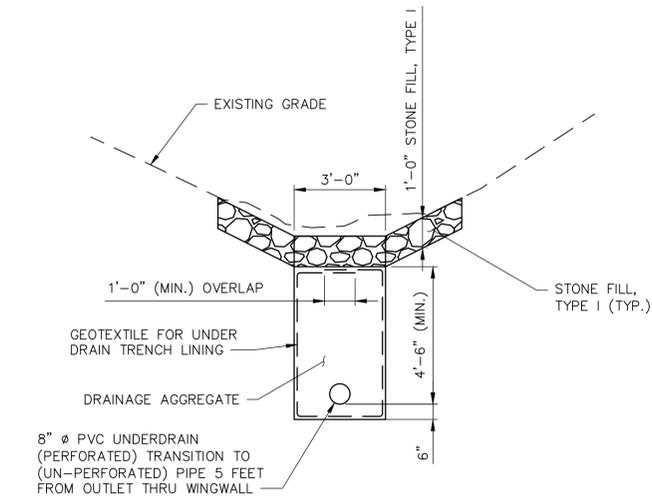


SPLAYED BARS SHOULD HAVE MAX SPACING OF 12" AND MIN. SPACING OF 3". IF 3" SPACING ON INSIDE CORNER IS NOT AN ISSUE THAN USE FULL LENGTH BARS FOR ALL BARS. IF SPACING GETS TOO TIGHT AT INSIDE CORNER THAN USE SHORTER BARS AS SKETCHED HERE (TYP.)

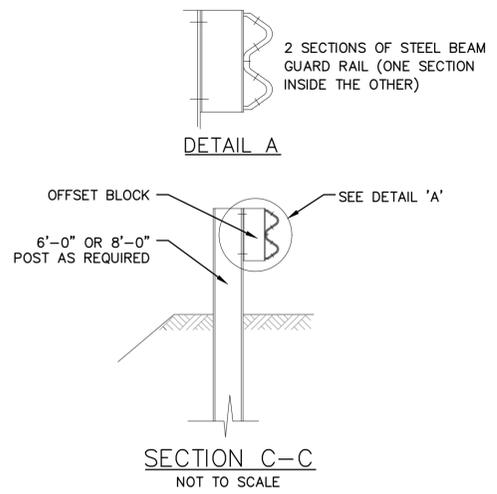
DOWNSTREAM FOOTING REINFORCING
 SCALE IN FEET



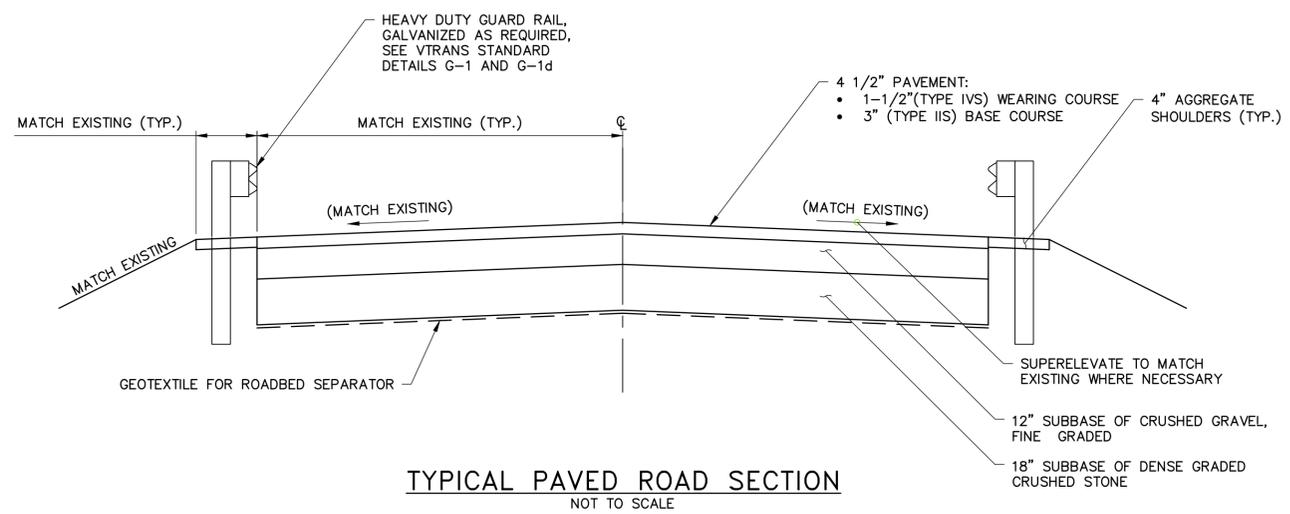
APPROACH AREA DETAIL
NOT TO SCALE



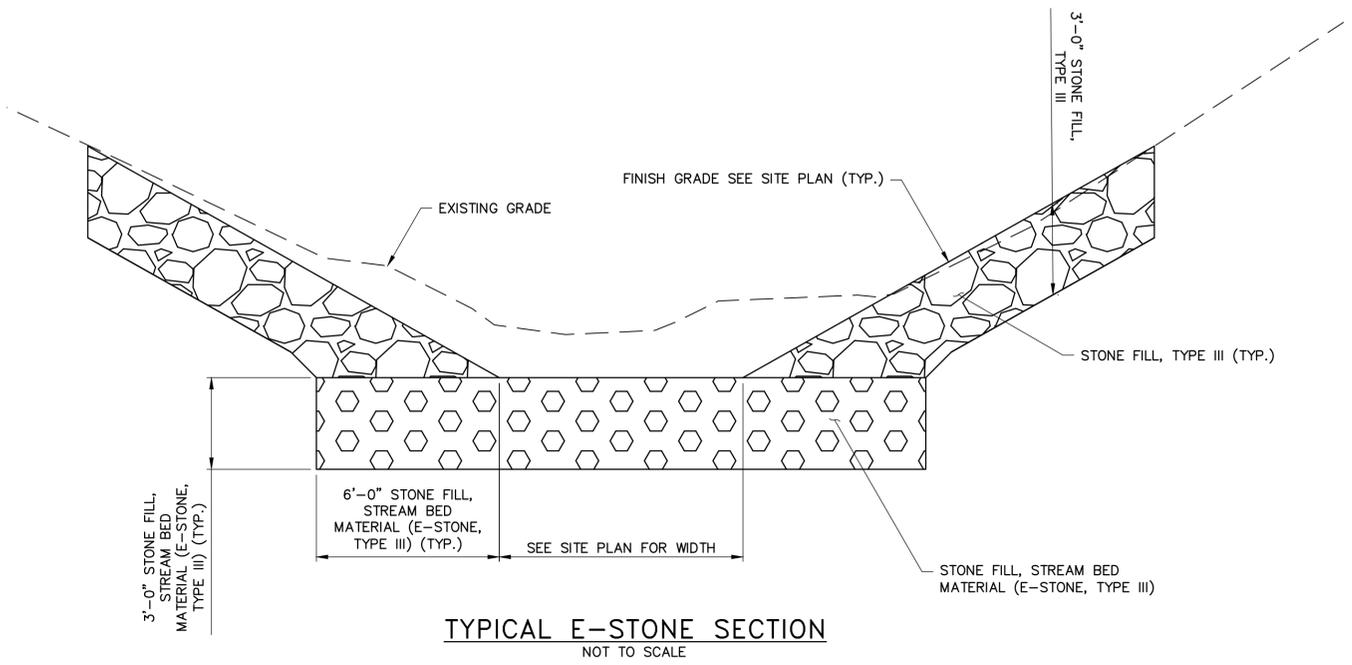
TYPICAL DITCH/UNDERDRAIN SECTION
NOT TO SCALE



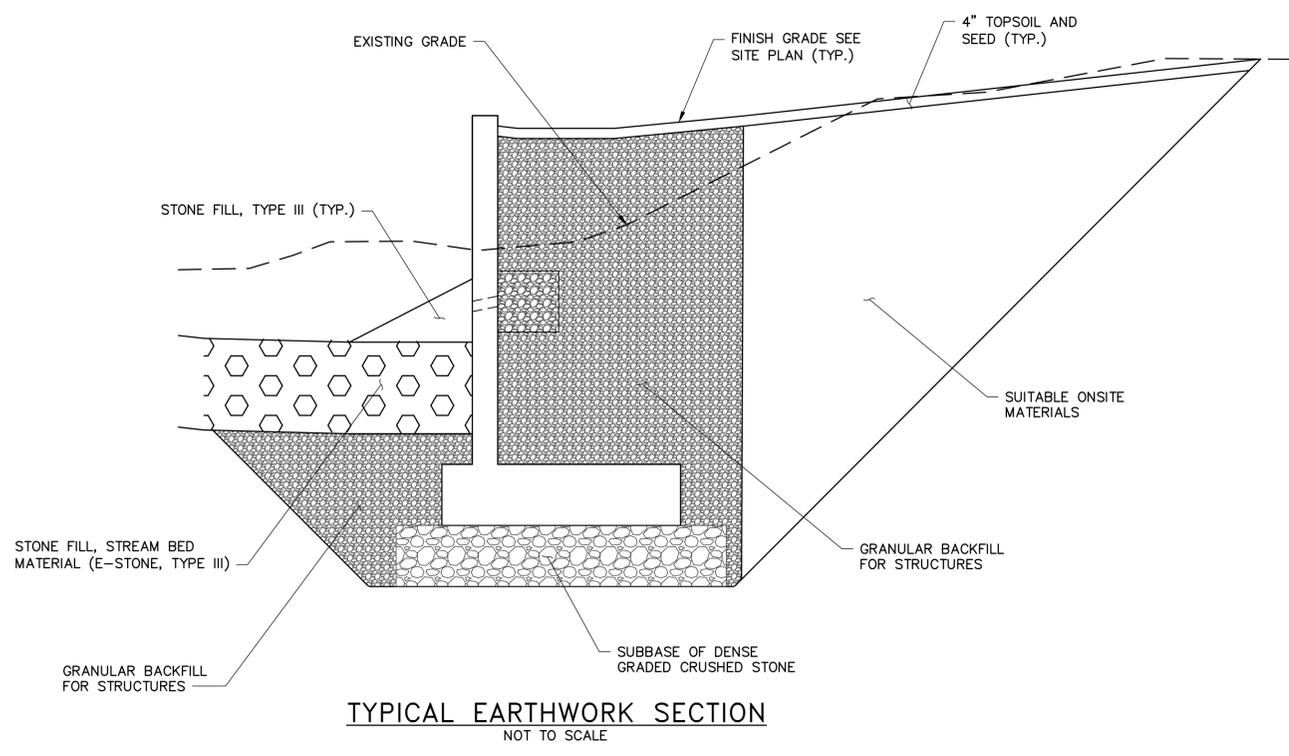
NOTES:
1. SEE STANDARDS G-1 & G-1D FOR STEEL PIPE TYPE DESCRIPTIONS.



TYPICAL PAVED ROAD SECTION
NOT TO SCALE



TYPICAL E-STONE SECTION
NOT TO SCALE



TYPICAL EARTHWORK SECTION
NOT TO SCALE

DuBois & King inc.
ENGINEERING • PLANNING • MANAGEMENT • DEVELOPMENT
28 NORTH MAIN ST.
RANDOLPH, VT 05060
TEL: (802) 728-3376
FAX: (802) 783-7101
www.dubois-king.com

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DATE	10-13-2023
NO.	1
DESCRIPTION	DEFINE PIPE TYPE
BY	EBS
CK'D	JBA

TOWN OF BETHEL, VERMONT
134 SOUTH MAIN STREET
PO BOX 404
BETHEL, VT 05032

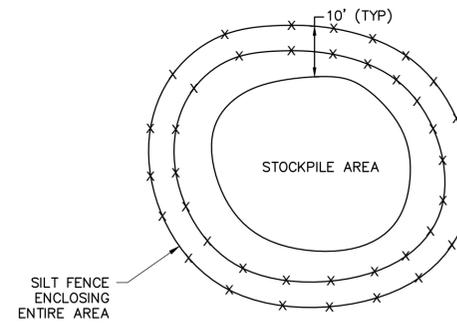
CAMP BROOK ROAD
CULVERT NO. 54 REPLACEMENT

SHEET TITLE
DETAILS

DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

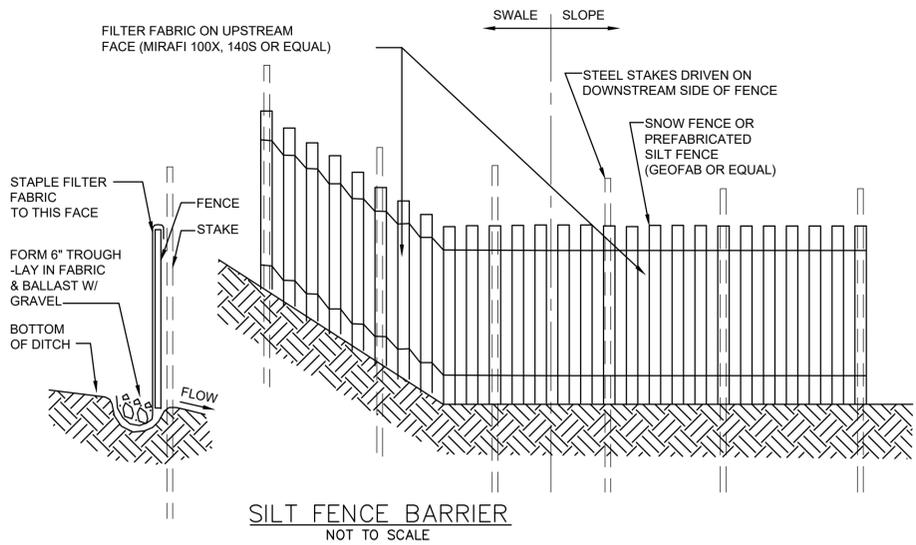
SHEET NUMBER
C14
SHEET 14 OF 16

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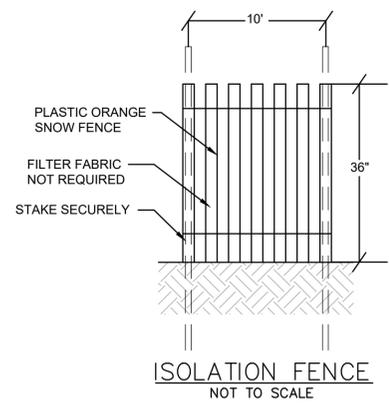


STOCKPILE AREA ISOLATION DETAIL
NOT TO SCALE

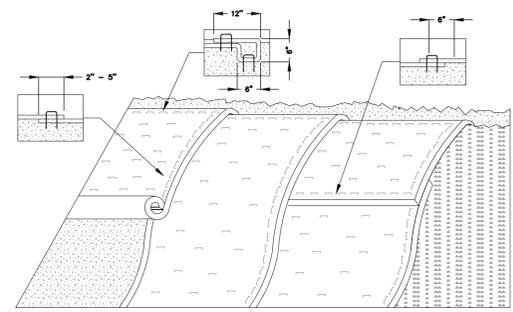
NOTE:
 ALL AREAS NOT TO BE WORKED FOR 14 DAYS OR MORE SHALL BE TEMPORARILY STABILIZED WITH MULCH, MATTING, OR OTHER MEASURES SUITABLE TO THE LOCATION. ALL AREAS NOT TO BE WORKED FOR 30 OR MORE DAYS SHALL BE TEMPORARILY STABILIZED WITH SEED AND MULCH, MATTING, OR OTHER MEASURES SUITABLE TO THE LOCATION. ALL AREAS SHALL GENERALLY RECEIVE FINAL STABILIZATION WITHIN 48 HOURS OF REACHING FINAL GRADE.



SILT FENCE BARRIER
NOT TO SCALE



ISOLATION FENCE
NOT TO SCALE



APPLICATION NOTES:
 1. THE PURPOSE OF MATTING ON SIDE SLOPES IS TO REDUCE EROSION AND AID THE ESTABLISHMENT OF VEGETATION.
 2. EROSION CONTROL MATTING SHALL BE USED FOR THE FOLLOWING REASONS:
 A. SIDE SLOPES > 3:1 (H:V)
 B. AREAS WHERE SEED AND MULCH WILL NOT STAY IN PLACE ALONE
 C. WHERE SEEDING IS OUTSIDE THE GROWING SEASON.

GENERAL NOTES:
 1. GRADE AND SMOOTH THE SLOPE TO PROVIDE GOOD MATTING TO SOIL SURFACE CONTACT.
 2. APPLY FERTILIZER, LIME, AND SEED PRIOR TO PLACING MATTING.
 3. ANCHOR MATTING AS SHOWN, UTILIZING ANCHOR STAPLES. STAPLE PLACEMENT SHALL BE DETERMINED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 4. UNROLL MATTING VERTICALLY DOWN SLOPE IN THE DIRECTION OF WATER FLOW.
 5. OVERLAP UPPER MATTING OVER LOWER MATTING AS SHOWN.
 6. OVERLAP ADJACENT MATTING AS SHOWN.
 7. CUT EXCESS MATTING AT END OF SLOPE AND ANCHOR THE END.
 8. MEASURES SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS MINIMUM AND WITHIN 24 HOURS OF A STORM EVENT GREAT ENOUGH TO CAUSE WATER TO LEAVE THE CONSTRUCTION SITE.
 9. MATTING SHALL BE REPAIRED AND RESTAPLED AS NECESSARY TO ENSURE PROPER FUNCTION.
 10. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION, INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES.

EROSION PREVENTION FOR SIDE SLOPES
NOT TO SCALE

WINTER CONSTRUCTION

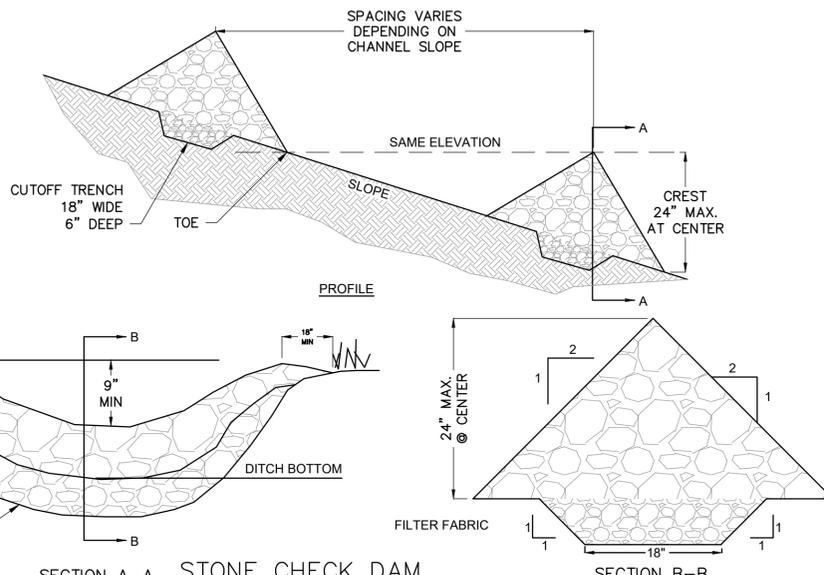
SITE CONSTRUCTION WILL NOT CONTINUE THROUGH THE WINTER MONTHS ON THIS PROJECT. IT IS IMPERATIVE THAT ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES BE IN PLACE AND FUNCTIONING TO ENSURE THEIR EFFECTIVENESS THROUGH THE WINTER AND SPRING SEASON. WINTER IN VERMONT CAN DIMINISH THE EFFECTIVENESS OF CONTROLS AND PREDISPOSE A SITE TO SEVERE EROSION AND SEDIMENTATION. DISTURBED AND BARE SOIL THAT IS WELL-FROZEN IS QUITE RESISTANT TO EROSION. HOWEVER, SEVERE EROSION OCCURS DURING THE MIDWINTER AND SPRING THAWS WHEN MELTING SNOW, THAWING SOILS AND HEAVY RAINS PRODUCE INTENSE RUNOFF OVER SATURATED UNSTABLE SOILS. FOR THESE REASONS, SOIL DISTURBANCES SHALL BE STABILIZED BY PRIOR TO THE START OF THE WINTER CONSTRUCTION SEASON (OCTOBER, 15TH).

INSPECTION AND MAINTENANCE

INSPECT EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MORE FREQUENTLY IN THE WINTER AND SPRING THAN IN THE SUMMER. PAY CAREFUL ATTENTION TO WEATHER PREDICTIONS. WATCH FOR PREDICTED THAWS OR HEAVY RAINS. BEFORE SUCH EVENTS, CHECK ALL CONTROL MEASURES TO BE SURE THAT STRUCTURES WILL MANAGE THE POTENTIALLY HEAVY AND INTENSE RUNOFF AND SEDIMENT. PRACTICALLY CONSTANT MAINTENANCE OF CRITICAL CONTROL MEASURES MAY BE NECESSARY DURING THE WINTER AND EARLY SPRING TO PREVENT FAILURE OR OVERLOADING OF CONTROL MEASURES. BE PREPARED TO QUICKLY INSTALL A SECOND LINE OF DEFENSE IF PROBLEMS OCCUR. BE PREPARED TO DEVOTE A SUBSTANTIAL AMOUNT OF TIME, EQUIPMENT AND MANPOWER TO EROSION PREVENTION AND SEDIMENT CONTROL.

FOLLOW-UP

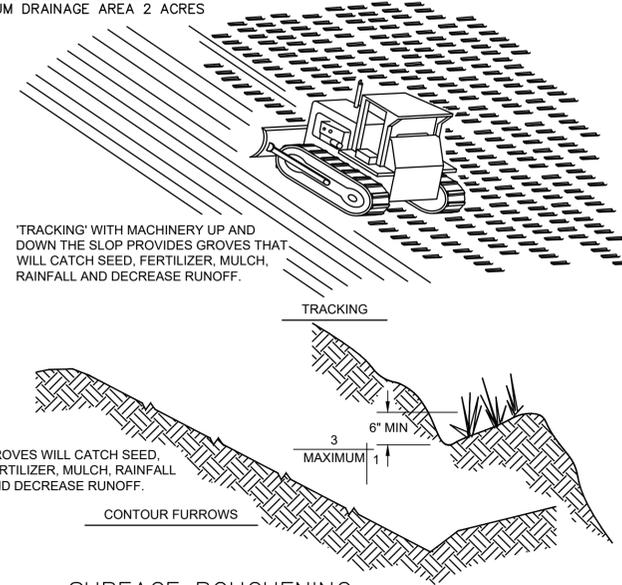
AS EARLY AS IS PRACTICAL, AT THE BEGINNING OF THE NEXT GROWING SEASON, INSTALL PERMANENT VEGETATIVE CONTROLS AS SPECIFIED IN THIS EPSC PLAN.



NOTES:
 1. STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION TO THE LINES, GRADES, AND LOCATIONS SHOWN ON THE PLAN.
 2. SET SPACING OF CHECK DAMS SO THAT THE CREST OF THE DOWNSTREAM DAM IS AT THE SAME ELEVATION OF THE TOE OF THE UPSTREAM DAM.
 3. EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
 4. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.
 5. ENSURE THAT CHANNEL APPURTENANCE SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONE.
 MAXIMUM DRAINAGE AREA 2 ACRES

SECTION A-A STONE CHECK DAM

SECTION B-B



SURFACE ROUGHENING
NOT TO SCALE

EROSION CONTROL SCHEDULE	
FOR SITE CONDITIONS	USE TYPE
AREAS FLATTER THAN 1:5 (20%)	HAY AND STRAW MULCH
AREAS 1:5 (20%) OR STEEPER	MATTING/BLANKETS
ALL DISTURBED AREAS	SEED AND SOD
ACROSS SLOPES AROUND CATCH BASINS AROUND STOCK PILE AND BORROW AREAS TOES OF SLOPE ALONG STREAMS AND WATER BODIES AS SHOWN ON DRAWINGS	SILT FENCES
ACROSS SLOPES AROUND CATCH BASINS IN DRAINAGE DITCHES 9% SLOPE OR LESS - PLACE 100 FT. APART 10% TO 19% - PLACE 50 FT. APART 20% OR GREATER - PLACE 25 FT. APART AS SHOWN ON DRAWINGS	CHECK DAMS
IN DITCHES PRIOR TO DISCHARGE TO BODIES OF WATER AS SHOWN ON DRAWINGS	SEDIMENT BASINS
STABILIZED CONST. ENTRANCE AS SHOWN ON DRAWINGS	STABILIZED CONST. ENTRANCE

Dewatering Procedure

DEWATERING WILL BE ACCOMPLISHED BY PLACEMENT OF CRUSHED STONE FILLED SUMPS IN LOW AREAS OF THE EXCAVATION. WATER WILL BE PUMPED FROM THESE SUMPS THROUGH A SEDIMENTATION DEVICE AND DISCHARGE INTO THE SUBSURFACE STORMWATER SYSTEM. THE DETAILS OF DEWATERING, INCLUDING THE NUMBER AND LOCATION OF SUMPS; THE TYPE, NUMBER AND LOCATION OF THE SEDIMENTATION DEVICE(S) AND THE ASSOCIATED DISCHARGE POINTS AND OPERATING PROCEDURES WILL DEPEND ON THE CONDITIONS ENCOUNTERED DURING CONSTRUCTION, AS WELL AS THE SEASONAL WEATHER CONDITIONS. A PLAN WHICH DETAILS THE DEWATERING SYSTEM AND PROCEDURES WILL BE PROVIDED FOR REVIEW AND APPROVAL BY THE ON-SITE COORDINATOR PRIOR TO ITS IMPLEMENTATION.

NO.	DATE	DESCRIPTION	BY	CK'D

TOWN OF BETHEL, VERMONT
 134 SOUTH MAIN STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54 REPLACEMENT

SHEET TITLE
 EROSION & SEDIMENTATION CONTROL DETAILS

DRAWN BY: EBS
 CHECKED BY: JBA
 PROJ. ENG.: BMB
 DATE: OCT. 2023
 D&K PROJECT #: 229238
 D&K ARCHIVE #

SHEET NUMBER
C15
 SHEET 15 OF 16



NO.	DATE	DESCRIPTION	BY	CK'D

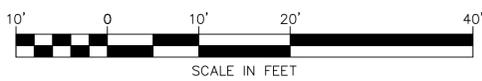
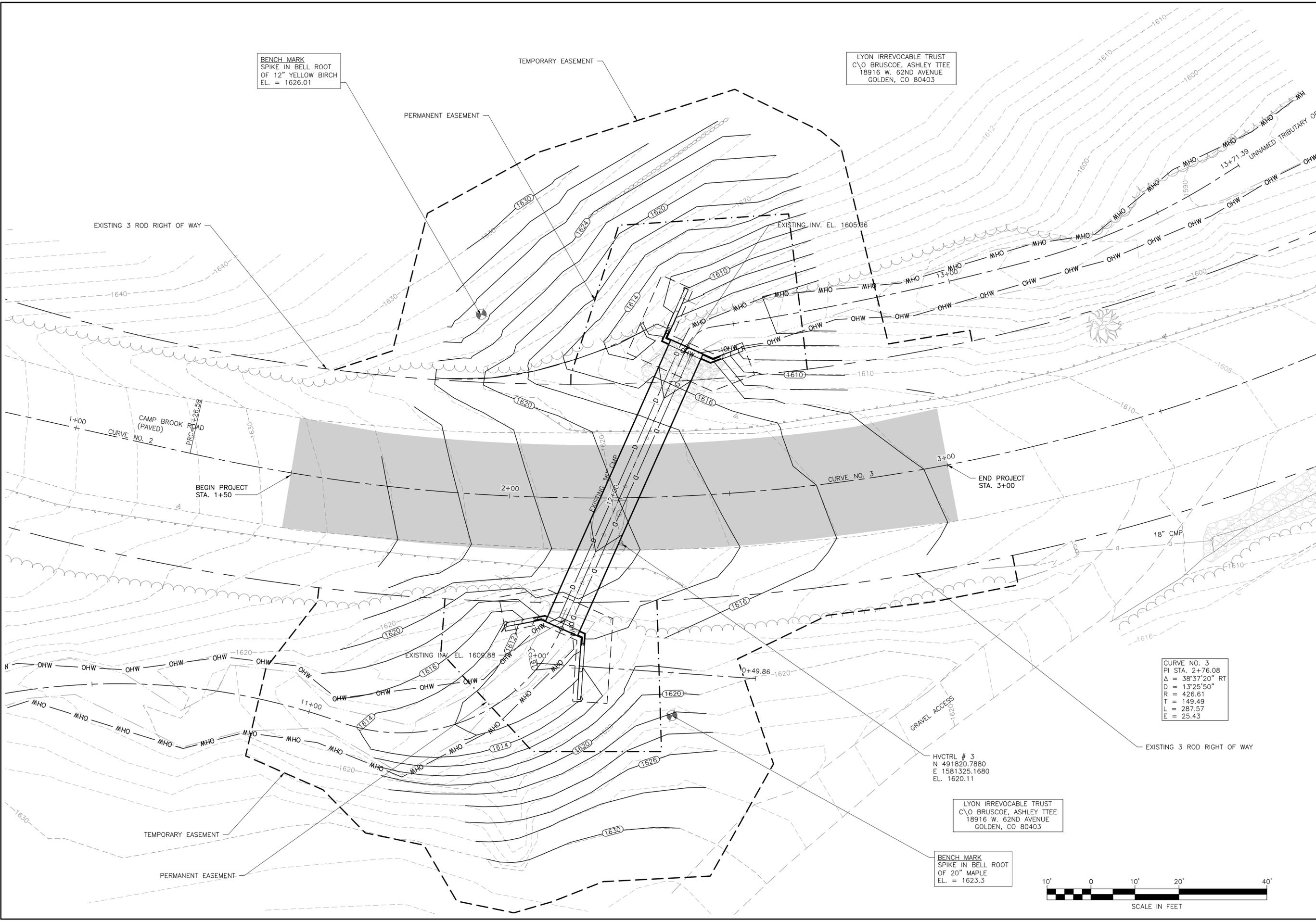
TOWN OF BETHEL, VERMONT
 134 SOUTH MAIN STREET
 PO BOX 404
 BETHEL, VT 05032

CAMP BROOK ROAD
 CULVERT NO. 54 REPLACEMENT

SHEET TITLE
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DRAWN BY	DATE
EBS	OCT. 2023
CHECKED BY	D&K PROJECT #
JBA	229238
PROJ. ENG.	D&K ARCHIVE #
BMB	

SHEET NUMBER
C16
 SHEET 16 OF 16



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SPECIAL PROVISION (Aggregate Surface Course, RAP)

DESCRIPTION

This work shall consist of furnishing, placing and compacting material for Special Provision (Aggregate Surface Course, RAP) on a prepared surface.

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

MATERIALS

Special Provision (Aggregate Surface Course, RAP) shall meet the requirements of the following Subsections:

Aggregate for Surface Course and Shoulders.....704.12 (1) & (4)

EQUIPMENT:

Special Provision (Aggregate Surface Course, RAP) shall be placed and compacted with equipment capable of meeting the required percentage of maximum dry density as specified herein and has been approved by the Engineer.

CONSTRUCTION

Special Provision (Aggregate Surface Course, RAP) shall be placed with equipment capable of placing the material in accordance with the Plans. The Contractor shall demonstrate to the Engineer the proposed placement procedures. If deemed necessary by the Engineer the procedures shall be adjusted to avoid damage to the wearing course. It shall be the Contractor's responsibility to repair any damage to the wearing course to the satisfaction of the Engineer, at no additional cost to the Agency.

Unless otherwise directed by the Engineer or shown on the Plans, Special Provision (Aggregate Surface Course, RAP) shall be placed in one course. The maximum layer thickness for placement of material shall be (6 ± 2 inches) after compaction. When multiple layers are required, all layers shall be placed in approximately equal thicknesses.

All layers of Special Provision (Aggregate Surface Course, RAP) shall be compacted to 95 percent of the maximum dry density determined by AASHTO T 99, method C or to the satisfaction of the Engineer.

The Contractor shall correct any segregated material to the satisfaction of the Engineer, at no additional cost to the Agency.

All material shall have a true and even surface as shown in the Plans. All holes or depressions found prior to acceptance of the project shall be filled with additional material, reworked and compacted as necessary.

A printed load ticket indicating truck identification, date and time of delivery, and weight shall be furnished to the Engineer with each load delivered to the project.

METHOD OF MEASUREMENT

The quantity of Special Provision (Aggregate Surface Course, RAS) to be measured for payment will be the number of tons used in the complete and accepted work, as determined from load tickets. Partial loads shall be paid for on a pro-rated basis.

BASIS FOR PAYMENT

The accepted quantity of Special Provision (Aggregate Surface Course, RAP) will be paid for at the Contract unit price per ton. Payment will be full compensation for performing the work specified and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Water used for obtaining the required compaction will not be paid for separately but will be considered incidental to Special Provision (Aggregate Surface Course, RAP).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.680 Special Provision (Aggregate Surface Course, RAP)	Tons

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.

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

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.