State of Vermont
Contract Administration
219 North Main St., Suite 105
Barre, VT 05641
http://vtrans.vermont.gov/

Agency of Transportation
Finance & Administration

December 22, 2021

Request for Proposals (RFP): **Job Order Contracts #JC003**

Ladies and Gentlemen,

The Vermont Agency of Transportation (VTrans) releases this Request for Proposals (RFP) for Job Order Contracts (JOCs) to provide equipment, personnel (operators, laborers), and necessary materials for small transportation- related maintenance and repair requirements. All VTrans Bureaus may place Job Orders against JOC Primary Contracts as outlined in Attachment A - Scope of Work (SOW).

Each JOC awarded will specify:

- The equipment each contractor will make available;
- The hourly rates for the specified equipment and associated operators; and
- The geographical area (indicated by VTrans maintenance district) in which the bidder is willing to operate under a JOC.

This RFP will result in the award of multiple JOC Primary Contracts which will create a pool of contractors that VTrans may place Job Orders against, in the best interest of the State.

Contractors awarded a JOC may choose to make their equipment and services available to other State agencies, Vermont State Colleges, and political subdivisions of the State such as towns and schools (hereinafter "governmental entities") under the same terms and conditions provided in the JOC with VTrans. Contracts with other governmental entities will be separate in all ways from the VTrans JOCs, with the contracting governmental entity being entirely responsible for all aspects of contract administration, including payment, with no recourse to VTrans.

Questions. All questions related to this RFP shall be forwarded to **Danielle Tucker, Contract Specialist VI, Contract Administration, in writing** by e-mail at AOT.JOC@vermont.gov . All such questions and requests shall be received **no later than January 26, 2022 by 4:00 P.M.** VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date.

Communications. ***Communication with VTrans personnel other than the listed contracts specialist regarding this procurement is prohibited and may result in the rejection of your proposal.*** It is a condition of bidding under this RFP that by submitting a bid, bidder accepts and agrees unconditionally that if bidder in any way contacts, a VTrans evaluator involved in the selection process for this contract, either during or following the RFP process, regarding the selection process or outcome of the selection process, then that bidder will be completely barred from being awarded a contract by VTrans for 365 days from the date of that bidder contacted the VTrans evaluator. The only valid point of contact for questions about the selection process or outcome is the Contract Administration employee named as the Point of Contact in this RFP.

Pre-Bid Informational Meeting. There will be no formal pre-bid meeting for this Request for Proposals. Please address any questions through the formal Question & Answer process above.

Required Proposal Submission Information. All proposals shall be submitted via email. Proposals shall be submitted as indicated below:

To: AOT.JOC@vermont.gov.
Subject line: JC003 (Contractor Name) Proposal Submission.

Proposal Due Date and Time: **February 18, 2022, prior to 2:00 PM.**

Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted.

Delivery Methods.

- **ELECTRONIC**: Electronic proposals **only** will be accepted**.** Any other delivery methods, including but not limited to fax, U.S. Mail, Express Delivery, or hand delivery **will not** be accepted. All proposals shall be submitted via email as detailed above.

Modifications. In the event it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans' responses to questions and requests for clarification, such modification shall be posted to the VTrans Contract Administration Advertised Projects website at:

https://vtrans.vermont.gov/contract-admin/bids-requests/job-order-contracting

IT IS THE BIDDER'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED.

All modifications will be posted on the VTrans Contract Administration website at:
https://vtrans.vermont.gov/contract-admin/bids-requests/job-order-contracting.

Reservation of Rights. All proposals become the property of VTrans upon submission. The cost of preparing, submitting, and presenting a proposal is the sole expense of the proposing Contractor. Unselected proposals may be destroyed or returned to the bidder at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Exceptions to Terms and Conditions. The bidder must state in the business proposal any exceptions taken to the terms and conditions in this RFP. For each exception the bidder shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive.

Multiple Award Anticipated. VTrans intends to award more than one (>1) JOC Primary contract.

Contract Term. VTrans will enter into JOC Primary contracts, with an initial term of two (2) years with the option of extending for two (2) additional one (1) year periods.

Maximum Limiting Amount. The maximum limiting amount for all JOC Primary contracts will be $500,000.00. The maximum limiting amount for JOCs does not guarantee that an awardee will receive any work under the JOC or the payment of any portion of the maximum limiting amount.

Confidentiality. All Proposals received will become part of the contract file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the proposal documents include material that is considered by the bidder to be proprietary and confidential under 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

Proposal Instructions – General

- The quality of proposals and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the bidder could be expected to conduct business and will be given due consideration throughout the evaluation process.

- Failure to provide all required information, or indications that the bidder will not conform to all terms as set forth in the RFP and attachments may make the offer non-responsive and may result in the elimination of the bidder from further consideration for award.

- The selection panel may be comprised of VTrans employees from varying Departments and Bureaus and in some cases external Stakeholders. The panel members may or may not be familiar with your company. With that in mind, it is important to provide detailed information regarding the evaluation criteria listed below.

- ***Note: If a bidder requires assistance in preparing their proposal, they may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: http://accd.vermont.gov/ economic-development/programs/ptac. Please contact them directly for assistance.***

Proposal Format

Proposals shall be submitted electronically via email to the following email address: AOT.JOC@vermont.gov. Submitted proposals may be in any of the following formats: **MS Word Document and/or Adobe pdf.**

The proposal shall not exceed the equivalent of twenty (20) single sided pages. All pages that count toward the page limit shall be numbered consecutively. The pages shall be formatted as 8½" x 11" sheets. Font shall be size 12.

The proposal pages shall include information as required below:

Proposal Substantive Content

1. **Rate Sheet.** Use the attached Equipment Type List (Attachment S) to populate the Rate Sheet (Attachment T) and to identify and list equipment, labor rates, and designate districts. Please note the following information when filling out your Rate Sheet:

Equipment Descriptions. When listing equipment on the Rate Sheet (Attachment T), all equipment should list the **make, model, type and size for each item**, and list separately each attachment available for trucks, excavators, etc. *(Each Excavator, Paver etc. must be separate to allow for proper size selection.*

Example:

- *Caterpillar Excavator 160,*
- *Caterpillar Excavator 160 with Long Boom,*
- *Caterpillar Excavator 160 with Mulcher Head.*

Include mowers or plows if you provide these services, and include make, model, type, and size. If you are providing Railroad Services, please identify railroad specific equipment including make, model, size and if equipped with Hi-Rail.

Flaggers. Please break out flaggers by type, such as Traffic Flaggers, Railroad Flaggers etc. *If flaggers are not broken out, then the same rate will apply for all flagging types*. Flaggers are required for most services. Contractor must list Flaggers on the Rate Sheet (Attachment T).

Labor. Labor rates must be listed *separately* from equipment rates. Use the "Hourly Rate" column on the Rate Sheet (Attachment T) for labor rates for individual pieces of equipment. Do not include labor with items such as message boards, generators and other items that do not require continual labor/operator services. On the Rate Sheet, the Total Rate column will automatically calculate the combined hourly rate for both equipment and labor.

Mobilization. Contractors must provide pricing for any trucks and trailers that will be utilized for mobilization as part of their equipment list and rates. Listed equipment and labor rates will be utilized by VTrans when reimbursing contractors for mobilization costs. Do not include a standard hourly mobilization rate, this will be determined based on the equipment/labor used to mobilize and time to the particular job site as listed in the Job Order. **The maximum reimbursement for mobilization will be for the time required to move equipment from the Contractor's location where equipment is usually housed, to the job site, and back**.

Equipment not on the Equipment List. If the bidder wishes to provide equipment not listed on Attachment S – Equipment Type List, describe the equipment using the category of "37 -Other".

District. Identify all Districts the bidder will provide equipment and/or service(s). Please use the District Map provided in Attachment (R) to identify VTrans District areas. Should you desire to work in all available Districts, please indicate "ALL" in the appropriate column to indicate Statewide availability.

2. **Technical Capability and Experience.** Provide a written summary of why the contractor believes they have the capability and experience to meet the needs of VTrans in supplying the equipment and labor indicated in the Rate Sheet, in a timely and high-quality manner. This should not exceed two (2) pages, and should describe, for example:

- Years of Experience
- Work types/projects successfully completed
- Special licenses or certifications possessed, if any
- The experience level of personnel
- The company's safety record, certifications & trainings

3. **Attachment J** – Vermont Certificate of Compliance. The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

4. **Attachment L** – Contractor's EEO Certification, CA-109E. The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

5. **Attachment N** – Past Performance and Reference Form. The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

6. **Attachment Q** – Climate Change Considerations in State Procurements Certification. The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

Evaluation of Proposals

VTrans will award JOCs in the best interest of the State. In making best interest determinations, the selection panel will evaluate proposals based upon the following factors.

1. **Technical Capability and Experience.** The proposal indicates the bidder has the personnel and/or equipment to deliver timely, high-quality, contract performance.

2. **Past Performance.** The proposal indicates successful performance of similar work types in the past (not necessarily with VTrans).

   NOTE: VTrans may consider any information in its possession regarding past performance on VTrans contracts. VTrans reserves the right to discuss the Contractor's past performance with any VTrans employee who has had experience with the Contractor. Debarred and/or suspended firms will not be considered.

3. **Price. During the RFP process,** VTrans reserves the right to reach out to contractors to attempt negotiations of proposed Rate Sheets. All Primary contracts will reflect final pricing for Job Orders under that contract.

4. **Executive Order 05-16: Climate Change Considerations in State Procurements Preference.** Businesses who demonstrate business practices that promote clean energy and address climate change as identified in the Certification may be given preference.

Evaluation Method

- A Contractor Selection Committee will review all complete and compliant proposals and rate factors 1-3 above as **pass, fail, or neutral**. Failure on any of these factors may disqualify the proposal. VTrans may attempt to negotiate lower prices where unreasonably high prices alone cause a "fail" rating.
- Assigned ratings represent the consensus developed by the Contractor Selection Committee.
- When determining JOC awards in the best interest of the State, VTrans, in its sole discretion, will consider which and how many JOCs will be needed to meet the State's needs in terms of necessary equipment availability and geographical coverage.
- Should there be more contractors receiving a Passing score than contracts awarded, factor 4 will be utilized to provide, *where all other considerations are equal*, preference to contractors that promote clean energy and promote climate change, as identified in the applicable Certificate of Compliance.

Other Requirements:

- **Registration with the Secretary of State**. The Bidder awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439- 8683. Registration can be completed online at www.vtsosonline.com/online . VTrans will not process the contract until the contractor is registered with the Secretary of State's office.

- **Required Insurance**. The Bidder shall submit to VTrans a certificate of insurance showing that minimum coverages required by Attachment C are in effect. The certificate must be submitted to the office of Contract Administration prior to execution of the agreement. ***No work may be performed for any VTrans contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file with VTrans Contract Administration.*** It is the responsibility of the contractor to maintain current certificates of insurance on file with the State through the term of the contract.

  - **Railroad Protective Liability (where applicable).** When the Job Order requires work on, over, or under the right-of-way of any railroad, the Contractor shall provide and file with the Agency, with respect to the operation that it or its subcontractor perform under the State of Vermont Agency of Transportation contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State, the Railroad, and Municipalities, when applicable, named as additional insured, providing coverage limits of:

    - Not less than $2,000,000.00 for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and

    - Subject to that limit per accident, a total (or aggregate) limit of $6,000,000.00 for all injuries to persons or property during the policy period.

- **Worker's Compensation:** With respect to all operations performed, the contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont. ***NOTE: In the case of out-of-state Bidders, the Bidder's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.***

- **Contract Execution**. The Contractor shall sign the contract documents and return them to the Agency's Office of Contract Administration within **fifteen (15) calendar days** from the date of the award notification. No contract shall be considered effective until it has been fully signed by all of the parties. *Failure to sign and return all contract documents, including insurance certificates in accordance with instructions within fifteen (15) days may result in retraction of the award.*

- **Worker Classification Compliance Requirements.** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

  - Self-Reporting: For bid amounts exceeding $250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

- Subcontractor Reporting: For bid amounts exceeding $250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the Revised May 29, 2018, overall contract, or project. This list MUST be updated and provided to the State as additional subcontractors are hired.

- **Prevailing Wages.** Davis-Bacon wage requirements will be applicable to any Job Order in which laborers are engaged as part of a construction project exceeding $2,000.00, which receives Federal aid and is located within the right of way of a roadway that is functionally classified as a Federal highway. Additionally, 29 V.S.A. §161(2)(b)(c)(d) requires Vermont prevailing wage rates for work on certain projects funded in whole or in part through the State's Capital Construction Act. **Individual Job Orders will indicate which prevailing wage rates, *if any*, apply**.

- **Payment Bonds.** The Contractor selected to perform some Job Orders may be required to furnish bonds, accordance with 19 V.S.A.§ 10 (9). The Bond given by the Contractor shall be a Labor and Materials Bond in the sum equal to one hundred per centum (100%) of the total task order price of the work. **Individual Job Orders will indicate bonding requirements if *any* apply.**

- **Contract Terms.** Contractor hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

Enclosures:

- Attachment A- Scope of Work (SOW)
- Attachment B- Payment Provisions
- Attachment C- Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment D- Other Provisions
- Attachment E- VTrans General Terms and Conditions for Contracts for Services- 2018
- Attachment F- *Not Applicable, Reserved for Federal Contract Provisions*
- Attachment G- *Not Applicable, Reserved for Federal Contract Provisions*
- Attachment H- Title VI Assurance, Appendices A&E
- Attachment I- *Not Applicable, Reserved for Federal Contract Provisions*
- Attachment J- Vermont Certificate of Compliance
- Attachment K- *Not Applicable, included in Vermont Certificate of Compliance*
- Attachment L- Contractor's EEO Certification CA-109E
- Attachment M- *Not Applicable, included in Vermont Certificate of Compliance*
- Attachment N- Past Performance and Reference Forms
- Attachment O- *Not Applicable*
- Attachment P- Standard Job Order Form
- Attachment Q- Executive Order 05-16: Climate Change Considerations in State Procurement Certification
- Attachment R- Vermont Maintenance District Map
- Attachment S- Equipment Type List
- Attachment T- Rate Sheet

Attachment A

Job Order Contract Scope of Work
December 22, 2021

Contractor has been selected for this Job Order Contract for the equipment, personnel, district(s), and rates specified in the contractor Rate Sheet (Attachment T). This contract is not intended to provide continuous day-to-day work for Contractor or for Contractor's equipment or employees. The Contractor shall perform its work under this contract to the satisfaction of the State's representative and, to the extent applicable and not inconsistent with this contract, in accordance with VTrans *Standard Specifications for Construction* (2018), which are incorporated herein by reference. The Contractor shall work with the State's authorized representative and others assigned by the authorized representative.

Job Orders. As a need arises, VTrans will place Job Orders for equipment, and any required materials and personnel with individual contractors whose JOC Rate Sheet includes the required equipment and district.

- The requesting VTrans organization will utilize a standard **Job Order Form** (see Attachment P) for all tasks assigned under JOCs.

- Job Orders will be submitted and received electronically. All contractors must have the capability to electronically send and receive the **Job Order Form** (see Attachment P).

- Job Orders will be assigned to the contractor that represents the best value to the State, considering such factors as, but not limited to; price, quality, past performance, and availability.

Job Order Assignment Procedure.

- VTrans may decide, in its sole discretion, to place Job Orders with contractors based upon hourly rates **or** request lump sum pricing.

  - Hourly Rate: The Job Order is based on hourly rates only, and does not include lump sum pricing, VTrans will review JOCs, identify contractors with the equipment type sought, and select the contractor that represents the best value to the State for that Job Order.

  - Lump Sum Pricing or Materials. If a Job Order requires lump sum pricing or materials, VTrans will request at least three (3) quotes from JOC holders prior to placing the order with the contractor that represents the best value to the State.

Emergencies. In emergency situations VTrans may deviate from the above-described procedures to place Job Orders against JOCs.

On-Ramp Procedures. To maintain healthy competition, to be inclusive of new contractors who may enter the field of work during the span of the Primary Contracts, and to replace contractors if needed over the duration of the Primary Contracts, VTrans reserves the right to add contractors to the JOC pool during the original and optional JOC periods. The evaluation and selection of awardees for any on-ramp will be the same as the evaluation and award criteria used for the initial JOC awards. Any new awardees will compete going forward with any existing or remaining contractors for all Job Orders. The period of performance for new awardees will not exceed the term of the original JOC, including options exercised.

Off-Ramp Procedures. In addition to any other means or methods of termination provided for in this contract, VTrans reserves the right to terminate JOCs at any time when it determines that a Contractor has failed to deliver adequate performance or demonstrated inadequate availability. No JOC will be terminated via these off-ramp procedures prior to an opportunity for the contractor to respond to a proposed termination.

Changes to Prices or Equipment Lists. As approved by VTrans, Contractors may add or delete equipment from the equipment lists that are part of the JOC contract, as an Administrative Adjustment. Such changes will only be effective when submitted to Contract Administration on the Administrative Adjustment form, and the contractor has been notified of acceptance and the effective date. Contract prices may be adjusted only as part of amendments exercising option years in accordance with an approved request for revised pricing.

Subcontracting. JOCs are to be utilized primarily for small maintenance and repair tasks, therefore subcontracting entire Job Orders shall not be permitted, except in unusual circumstances with prior approval which must be clearly stated in the Job Order or with written permission from the VTrans Authorized Representative.

Job Order Duration.
It is intended that no Job Order will have a completion date after the expiration of the applicable Primary Contract (including extensions of a Primary Contract, if extended). In rare and exceptional circumstances where it might be mutually desired to have a Job Order extend beyond the term of a Primary Contract, special documentation will be needed, overseen by VTrans' Contract Administration and authorized by the Secretary of Transportation and with budgetary approval.

Performance Measures.
At the conclusion of each Job Order or when the Contractor's performance is considered less than satisfactory, VTrans will complete a Contractor's performance evaluation. The evaluation will consider all aspects of the Contractor's performance. The Contractor will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. VTrans will maintain copies of evaluations for use in future procurement selections.

FOR ALL ACTIVITIES:

Traffic Control shall either be the responsibility of the Contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the Contractor as part of the Job Order regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) (mutcd.fhwa.dot.gov/kno_2009r1r2.htm) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control for bridge and culvert repair operations, shall comply with Chapter 6H of the MUTCD whenever possible. The following figures and associated notes from the MUTCD, in conjunction with

VTrans Standard Sheets T-1, T-10, T-11, T-12, T-13, T-15 and T-17, found at http://vtrans.vermont.gov/cadd/downloads and will generally govern the various traffic control needs for bridge and culvert repair: Figure 6H-1 (Work Beyond the Shoulder), Figure 6H-6 (Shoulder Work with Minor Encroachment), Figure 6H-10 (Lane Closure on Two-Lane Road Using Flaggers), and Figure 6H- 33 (Stationary Lane Closure on Divided Highway).

The Contractor shall be responsible for providing all signs, barricades, or other necessary traffic control devices. All traffic control signs shall be fabricated with ASTM Type VI and type VII sheeting (high intensity encapsulated lens) as a minimum and shall be consistently in good to excellent condition.

Unless protected by guardrail or other positive barriers, signs shall be erected on yielding or breakaway supports that meet the requirements of NCHRP Report 350 or of MASH. (Payment for Traffic Control equipment shall be subsidiary to Support Equipment.)
See: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/nchrp_350/.

Measures to Mitigate Potential Impacts Due to the Covid-19 Pandemic.
The Contractor is hereby notified that they should anticipate the possibility of future temporary Contract shutdowns, delays, or suspensions as a result of the COVID-19 pandemic. The Contractor shall consider risks associated with the COVID–19 pandemic as the Contractor develops project schedules and advances the work. The Contractor shall schedule work in a manner that in the event of a temporary shutdown, delay, or suspension, the impacts to mobility will be minimized. The sequence and progression of the work will be solely the Contractor's responsibility. The Contractor is expected to communicate with the Agency regularly to discuss the risks to the project and proposed mitigation measures. VTrans will collaborate with the contractor to mitigate the risks to the project and adjust the sequence of work as necessary to ensure that mobility is not impaired unnecessarily.

If a shutdown, suspension or delay occurs due to the COVID-19 pandemic, the Contractor shall ensure the site is in a stable, safe, and maintainable condition by implementing mitigation measures. Such mitigation measures may include, but are not limited to, limiting the area of milled surfaces exposed at once, or limiting the number of work operations in progress at any one time. The Contractor is solely responsible for any additional maintenance activities or delays related to the sequence and progression of operations. The Agency has established a contract duration which may be longer than expected for the specified work to account for inefficiencies related to the COVID-19 pandemic. The Contractor should anticipate mobility, labor, employee protection measures and material supply issues related to the COVID-19 pandemic. The Contractor is also expected to comply with any Executive Orders.

SITE CONDITION. Prior to any shutdown or suspension, the site condition shall be in a stable, safe, and maintainable condition for the travelling public. Stable, safe, and maintainable condition means that the Contractor shall establish necessary erosion and environmental controls; ensure that the full width of the roadway is fully paved with no milled sections; install all safety features including guardrail, traffic signs, and pavement markings as designed or restored to the existing condition to meet the existing geometry; and undertake any additional measures as needed based on site conditions.

No lane reductions will be allowed through the winter months. Subsection 109.06 will not apply for work that is required to bring a project to a satisfactory shutdown condition. In the event of a project Suspension of Work Ordered by the Engineer, the Contractor will be reimbursed per Subsection 108.16.

SUBSECTION 108.16(b). Subsection 108.16(b) is hereby modified by adding the following language.
(1) The ownership costs for equipment with a current Blue Book value in excess of $200,000.00 on site of an active project at the time of a suspension caused by the COVID-19 pandemic will be paid per Subsection 109.06(c).

HEPA Filters and Cleaning Supplies (if applicable).
SUBSECTION 631.02(a)(5). Subsection 631.02(a)(5) is hereby modified by adding the following as the second paragraph.

The heating and cooling systems shall be fitted with HEPA air filters meeting the requirements of the most current version of DOE-STD-3020. New HEPA filters shall be installed upon initial erection of the Field Office. All HEPA filters shall be replaced with new filters every 12 months, or when airflow through the filter becomes restricted, or as recommended by the manufacturer, whichever is more frequent.

SUBSECTION 631.02(a)(6). Subsection 631.02(a)(6) is hereby modified by being deleted in its entirety and replaced with the following.

(6) Sanitary Facilities and Cleaning Supplies. Sanitary facilities consisting of a flush toilet, chemical toilet, or other approved type, shall be furnished by the Contractor, with proper sewage disposal as is necessary to comply with the requirements and regulations of the State and local Boards of Health and VOSHA. Sanitary facilities shall be cleaned and disinfected regularly, per the ACCD guidance at:

https://accd.vermont.gov/news/update-new-work-safe-additions-be-smart-stay-safe-order. The frequency of cleaning shall be a minimum of once a week or as directed by the Engineer. The degree of cleanliness shall be approved by the Engineer. Sanitary facilities shall be provided with either hot, running, potable water and soap, or an alcohol-based hand sanitizer containing at least 70% alcohol by volume, for use in washing hands.

A potable water system consisting of a sink with a faucet within the office, with a continuous supply of pressurized clean potable water, shall be supplied for the duration of the project. When clean potable water is not available, a commercial bottled drinking water system shall be installed in the Field Office complete with necessary disposable drinking cups (8 oz. size or larger), cup dispenser, and continuous water supply furnished for the duration of the project. The system
shall supply both hot and cold water. The system and the bottled water shall be furnished by a commercial water service on a regular basis agreeable to the Engineer.

The Contractor shall supply the Field Office with hand sanitizer to be used for washing hands, and with a disinfectant for use in disinfecting surfaces. The hand sanitizer shall be alcohol based and shall contain at least 70% alcohol by volume. The disinfectant shall be one of the products identified on EPA List N: Disinfectants for Use Against SARS-CoV-2 (COVID-19), and shall have a contact time of 5 minutes or less, as specified on List N. If the disinfectant supplied is of the liquid or spray-on type, the Contractor shall also supply the Field Office with disposable paper towels for use in applying the disinfectant.

Personal Protective Equipment (PPE).
All Contractor personnel assigned to work under this contract shall wear approved Personnel Protective Equipment (PPE) similar to that used by employees of the State's transportation maintenance district. The Contractor shall furnish all PPE needed by the Contractor's employees during the course of work under this contract. The Contractor shall not be entitled to additional compensation for furnishing PPE to the Contractor's employees.

Gender-Free Single Occupancy Restrooms.
The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

Contaminated Sharps (Hypodermic Needles).
The Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency.

The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at https://dec.vermont.gov/content/safe-disposal-sharps for guidance.

If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as well. The standard can be found at the following link:
https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051.
If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked, and workers should be notified to stay out of the area.

Wetlands.
Debris should never be stored in a wetland, even temporarily. Debris removal from a wetland should be coordinated with DEC, USACE, and the U.S Fish and Wildlife Service. If a proposed project is located on or above a reach of a river designated as wild and scenic, it must be reviewed for compliance with the Wild and Scenic Rivers Act.

EO 11988 – Floodplain Management and EO 11990 – Protection of Wetlands require Federal Agencies to minimize or avoid activity that adversely affects floodplains and wetlands. FEMA's regulations for applying EO's 11988 and 11990 are outlined in 44 CFR Part 9.

The FEMA review process is not required for most projects where eligible damage is less than $5,000.00. In addition, the review is not required for Category A (Debris Removal) and Category B (Emergency Protective Measures) projects, except for projects involving disposal of debris in Special Flood Hazard Areas or wetlands. *Prior to beginning work, the Contractor must confirm with VTrans if the project involves floodplains or wetlands.*

FELA Coverage (where applicable).
With respect to all operations performed under this contract involving railroad employees covered under the Federal Employer's Liability Act (FELA) (45 U.S.C. § 51-60), the Railroad shall carry insurance covering Railroad's liability under FELA, with limits of coverage required by federal law and at least $1,000,000 per occurrence. To the extent that the workers' compensation laws of Vermont are pre-empted by FELA, Railroad need not carry workers' compensation insurance.

Railroad Flagging (where applicable). When the SOW requires work on, over, or under the right-of-way of an active railroad, the Contractor or its subcontractor shall submit a Railroad Worker Clearance request form at least 10 days prior to work being performed. This form is reviewed by our Rail Property Management Unit and then forwarded to the appropriate railroad for approval. Then, the railroad will schedule a flagger. The form can be found at: https://maps.vtrans.vermont.gov/rail/flagging/form/

Federal Railroad Administration (FRA) (where applicable).
When FRA funding is being utilized the Contractor must complete a Buy American Certificate of Compliance per 49 U.S.C. Section 24405(a)(1).

AREMA Recommended Practices (where applicable).
The Manual for Railway Engineering & Manual for Communications and Signals is published by the American Railway Engineering and Maintenance-of-Way Association (AREMA). It contains policies, practices, principles, data, specifications, plans and economics pertaining to the engineering, design and construction of the fixed plant of railways. It is developed by AREMA technical committees, with the aim to assist in construction of a railway plant which will have inherent qualities of uniformity, promoting safety and economical operation as well as low maintenance cost. All work completed within the State's state-owned railroad right-of-way is subject to and certification of ARMEA standards.

Federal Contract Provisions.
For any Job Order that involves work on a federal aid project with a project cost of $10,000.00 or more, Federal terms will be included with the Job Order and incorporated therein.

Attachment B
Payment Provisions
December 22, 2021

Payment Basis. As determined by VTrans, Job Orders will be placed as a firm fixed lump sum price or on an hourly rate schedule basis, in accordance with the rates set forth in the attached Rate Sheet (Attachment T).

Expenses. No expenses will be paid outside of hourly rates or agreed upon lump sum pricing.

Mobilization. Contractors must provide pricing for any trucks and trailers that will be utilized for mobilization as part of their equipment list and rates. Listed equipment rates will be utilized by VTrans when reimbursing contractors for mobilization costs. The maximum reimbursement for mobilization will be for the time required to move all equipment from the Contractor's location where equipment is usually housed, to the job site, and back.

Materials. No more than a 10% mark-up will be permitted on materials. VTrans will require invoices to confirm compliance.

Subcontractors. No more than a 5% mark-up will be permitted on subcontracted equipment or services. VTrans will require invoices to confirm compliance. All subcontractors should be approved in advance, in writing, by the VTrans Authorized Representative.

Overtime. Overtime (greater than 40 hours in a work week) will be reimbursed at 1.5 times the direct labor awarded hourly rate and will be permitted only with **advance written** approval by the VTrans Authorized Representative. Overtime rates will apply only to personnel, not to equipment.

Holiday and Weekend Work. Work on holidays and weekends will only be permitted with the advance permission of the VTrans Authorized Representative and will be reimbursed at 1.5 times the awarded hourly rate. Holiday and weekend rates will apply to personnel only, not to equipment.

Holidays Include:

- New Year's Day January 1st
- Martin Luther King Jr. Day Third Monday in January
- Presidents' Day Third Monday in February
- Town Meeting Day First Tuesday in March
- Memorial Day Last Monday in May
- Independence Day July 4th
- Bennington Battle Day August 16th
- Labor Day First Monday in September
- Columbus Day Second Monday in October
- Veterans Day November 11th
- Thanksgiving Day Fourth Thursday in November
- Day After Thanksgiving Day
- Christmas Day December 25th

Invoicing. Invoices shall be submitted not more than monthly as indicated on the individual Job Order. Pricing on the invoice shall be reflective of prices provided in Attachment T or as approved on subsequent Administrative Adjustments.

All Original Invoices will include the following:

- Company name and address
- JOC Primary contract number
- Job Order Project name
- Invoice number
- Dates of work performed
- For lump sum pricing, a breakdown of the lump sum price into materials, labor, and equipment
- Invoice backup for all materials purchased
- Job Order form

If any of the above information is not included on an invoice, payment may be delayed.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its 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. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D

OTHER PROVISIONS

1. The Contractor will receive work orders and effective dates from VTrans Authorized Representative via email.

2. Typical working hours will range between 7:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which will require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the operational needs of the location where work is being performed and will be established at the beginning of each jJob.

3. The Contractor is required to notify VTrans Authorized Representative of any maintenance related issues discovered while performing work.

4. All unclaimed property found in or about the work area by the Contractor shall be turned in immediately to the Authorized Representative, specifying the location where the article was found.

5. Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Any inspections shall be made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty is issued.

6. Subcontractors, if required, will need to be approved in writing by the VTrans Authorized Representative prior to performing work as part of the contract, in conjunction with Attachment C.

7. It is the contractor's responsibility to contact Dig-Safe prior to beginning any excavation.

8. Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the Job Order for each project. Equipment considered bythe VTrans Authorized Representative to be improper or inadequate for this purpose shall be removed from the site and replaced with satisfactory equipment.

9. All work performed under this contract shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.

10. The Contractor guarantees, even though not specifically described in Job Orders or otherwise, that materials shall be of the best possible quality, that work shall be done in a professional manner, and that all aspects of the project will be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary as contemplated by the Job Order and shall be included in the rates provided.

11. All supplies, equipment and machines will be kept free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.

12. The Contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the Contractor. Determination of the need for and extent of, any repair work is at the sole discretion of the VTrans Authorized Representative.

13. The Contractor agrees to furnish to the State in writing the names of the subcontractors (including those who are to furnish materials or equipment fabricated to a special design) for each of the principal portions of the Work. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected without written approval by the State.

14. By written agreement, the Contractor shall require each Subcontractor, to the extent of the Job to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the State. The Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this document and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their Sub-subcontractors.

15. The Contractor shall supervise and direct the Job, using their best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. All aspects of the Job shall be subject to the inspection and approval of the State.

16. The Contractor shall at all time supervise their employee and be responsible to the State for the acts and omissions of their employees, Subcontractors and their agents and employees, and other persons performing any of the Job under a contract with the Contractor.

17. The Contractor shall not be relieved from their obligations to perform the Job in accordance with the Contract Documents.

18. All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his or her employees shall familiarize themselves and comply with all rules and regulations applicable to the location and projects at the location.

19. The Contractor shall provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of the Job, whether temporary or permanent and whether or not incorporated or to be incorporated in the Job. Contractor guarantees that materials shall be of the best quality, that work shall be completed in a neat and workmanlike manner. In the event of installation, that equipment will be installed in a first class manner, and that all aspects of the project will be delivered in good working order complete and perfect in every respect and that all systems and materials necessary to make the project a complete operating utility.

20. The Contractor shall, at all times enforce strict discipline and good order among their employees and shall not employ on the Job any unfit person or anyone not skilled in the task assigned to him.

21. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Job or in the work of the State or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Job.

22. By approving and submitting any Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that they have determined and verified all materials, measurements, and criteria related thereto, or will do so, and that they have checked and coordinated the information contained within such submittals with the requirements of the Job.

23. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Job he shall remove all his waste materials and rubbish from and about the Project site as well as all his tools, construction equipment, machinery and surplus materials and shall leave the premises in a clean and satisfactory condition.

24. If the Contractor fails to clean up at the completion of the Job, the State may do so, and the cost thereof shall be charged to the Contractor.

25. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Job to be inspected, tested or approved, the Contractor shall give the VTrans Authorized Representative timely notice of its readiness, so the VTrans Authorized Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

26. If the VTrans Authorized Representative determines that any Job requires special inspection, testing, or approval he or she will, upon written authorization from the State, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice to the VTrans Authorized Representative. If such special inspection or testing reveals a failure of the Job to comply with the requirements of the Job, the Contractor shall bear all costs thereof, including compensation for the additional services made necessary by such failure; otherwise the State shall bear such costs, and an appropriate Change Order shall be issued.

27. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by them to the VTrans Authorized Representative.

28. If the VTrans Authorized Representative is to observe inspections, tests or approvals required by the Job Order, he or she will do so promptly.

29. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Job.

30. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- all employees on the Job and all other persons who may be affected thereby;
- all the Job and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors.

31. The Contractor shall erect and maintain, as required by existing conditions and progress of the Job, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

32. The Contractor shall promptly remedy all damage or loss (consistent with Contractor's obligations described in Attachment C) to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the State or anyone directly or indirectly employed by them, or by anyone for whose acts for them may be liable, and not attributable to the fault or negligence of the Contractor.

33. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as necessary.

34. The Contractor shall be responsible for correcting all Job which the State has found to be defective or which fails to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the State's Engineers' and the State's additional services made necessary thereby.

35. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the date of completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Job, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Job.

36. As of 2018, the presence of emerald ash borer (EAB), Agrilus planipennis, has been confirmed within Vermont's borders. To assure 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) on the same day that 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 entitled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", (https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pd f). Tree material shall not be moved out of state.

Alternatively, the Contractor may choose to hire a qualified professional (an Arborist certified by the International Society of Arboriculture or a 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.

37. The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

Attachment E

Revised May 2020

General Terms and Conditions for Contracts for Services

VERMONT AGENCY OF TRANSPORTATION

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The following terms and conditions are incorporated into the contract in addition to those contained in Attachment C, the Vermont Standard Provisions for Contracts and Grants, except where noted that the terms herein are substitutions for those contained in the Vermont Standard Provisions for Contracts and Grants.

A. INSURANCE

1. Basic Insurance Requirements for All Contracts for Services:

   a. Prime Contractor:
   For any work, a prime contractor must at minimum have and maintain throughout the life of the contract insurance coverage in types and amounts meeting or exceeding the State's standard insurance requirements specified in the State's Attachment C in effect at inception of the contract.

   When a contract is amended, if a new Attachment C was adopted since the execution of the original contract, then the new Attachment C insurance requirements will apply as of and after amendment.

   Certain types and settings of work require additional types and amounts of insurance coverage, beyond Attachment C requirements, as specified at Sections 2.e. and 3 below, which the Contractor must obtain and maintain throughout the life of the contract.

   b. Subcontractors:
   Subcontractors are required to have insurance coverage in types and amounts meeting or exceeding the prime contractor's insurance obligations to the State, including any additional types and amounts of insurance coverage for certain types and settings of work as specified at Sections 2.e and 3 below.

   As to subcontractors, a prime contractor is obligated, for each of its subcontractors, to verify and maintain evidence of verification that each subcontractor carries all VTrans-required insurances. Subcontractors must do the same for their sub-subcontractors.

2. Workers Compensation Verification Compliance *(applies to both prime and subcontractors)*:

   a. In accordance with Act 54 of 2009,[1] and as subsequently amended, for total project costs over $250,000, all contractors and subcontractors must have, when applicable:

      A payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite,

[1] See: Act 54 of 2009, § 32; Act 142 of 2010, § 17; Act 50 of 2011, § 6, as available at: https://legislature.vermont.gov/

and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the job site, and the same information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the [Department of Financial Regulation], upon request, and shall be available to the public.

b. Contractors and subcontractors must preserve and retain the above discussed documentation seven (7) years, per section JJ of this document.

c. VTrans has the right to audit contractors' and subcontractors' compliance with the above; however, contractors and subcontractors should be in good standing at all times with this monitoring obligation, regardless of whether or how often VTrans conducts such audits.

d. VTrans reserves the right to require contractors and subcontractors to submit periodic attestations of compliance with these workers compensation verification requirements.

e. Contract-specific risk and insurance:

   i. Where the subject matter of the contract gives rise to specific insurance obligations under the Federal Motor Carrier Safety Act ("FMCSA") https://www.fmcsa.dot.gov, which applies to both certain transport of passengers and certain materials of environmental concern, contractors and subcontractors must comply with the FMCSA insurance requirements.

   ii. Environmental and pollution insurance coverage may also be required when the State, in its sole discretion, determines it to be required under the scope and subject matter of a contract.

   iii. VTrans reserves the right to require other additional types or amounts of insurance for specific contracts when, in VTrans' sole discretion, it is prudent to do so in relation to the details of a particular contract.

3. Additional Types and Amounts of Insurance for Certain Subjects and Settings of Contracts for Services:

   One or more types and amounts of the insurance coverages specified below will apply when the subject or setting of work falls within the scope(s) specified and described below:

   a. For Design/Engineering Professional Services for a Specific Contracts:

      i. Where Contractor's work under the contract provides in whole or part design/ engineering professional services for one or more specific projects, then before commencing work and throughout the term of this contract, contractor must provide Professional Liability insurance for all relevant services performed

under this Agreement, with minimum coverage of no less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) policy aggregate.

ii. The required Professional Liability insurance coverage must be maintained continuously for five (5) years after the final acceptance of any construction that may be developed as a result of such design work, even if the construction is performed under a separate contract or project.

iii. Separate from task or project-specific requirements to maintain coverage, if contractor for any reason ceases operations, the contractor shall be responsible to obtain and maintain professional liability coverage that extends for not less than five (5) years after such cessation of operations.

4. Valuable Papers and Records Insurance:
Where contractor's work under the contract will in whole or part consist of providing the State with designs, plans, drawings, analyses, studies, reports, data, or other professional work product, contractor shall carry Valuable Papers and Records Insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the State or developed by the contractor, subcontractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final work product as well as all related materials have been delivered by the contractor to, and accepted by, the State. Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of at least one hundred thousand dollars ($100,000).

5. Railroad Protective Liability:

a. When any portion of contractor's or a subcontractor's work under the contract involves work on, over, or under the right-of-way of any railroad, the contractor shall provide and file with the Agency, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State and its officers and employees specified as additional insured.

b. If Railroad Protective Liability insurance is required, the contractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and activities, and shall maintain coverage until contractor notifies the State and the railroad that contractor has completed and ceased work on, over, or under the railroad right-of-way, and both State and railroad have concurred that contractor may terminate the railroad protective liability. Railroad coverage limits must meet or exceed:

i. Not less than two million dollars ($2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and injury to or destruction of property; and

ii. Subject to that limit per accident, a total (or aggregate) limit of six million dollars ($6,000,000) for all injuries to persons or property during the policy period.

The Contractor shall file the original and one (1) copy of the Railroad Protective Liability policy with the State, who will provide the original to the appropriate railroad.

6. Information Technology Contracts:

a. For contracts determined by the State to fall within the category of "information technology activity" as defined in statute at 3 V.S.A. §3301(b)(2), additional types and amounts of insurance will typically be required, and may change over time, either as to general standards or with regard to the subject matter or potential risk exposure in a specific IT transaction.

b. As of the issuance of these General Terms and Conditions, the required IT insurance types include: Technology Professional Liability insurance with third-party coverage, and, if contractor has access to, processes, handles, collects, transmits, stores, or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage, which shall include the State of Vermont and its officers and employees as additional insureds.

c. Information technology contracts will also generally require their own set of additional specific terms and conditions, derived from the then-applicable templates issued by the Agency of Digital Services and the Office of Purchasing and Contracting within the Department of Buildings and General Services.

B. INDEMNIFICATION

1. Basic Indemnification Requirements (any contract for services):

a. Prime Contractor:
Except as specifically provided below, a prime contractor must act in an independent capacity and defend and indemnify the State in accordance with the State's then-current Attachment C

b. Subcontractors:
Except as specifically provided below, the prime contractor must include requirements as to independence, defense, and indemnity, matching Attachment C and identical to those in the prime contractor's contract with State, in the prime contractor's contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

2. For Design/Engineering Professional Services for a Specific Projects:

   a. Prime Contractor:
   Where a contract is for design/engineering professional services for a specific project, or, when a contract contains a mixed scope of work that in part consists of tasks of such professional design services for a specific project or projects, then as to, and only as to, those specific professional design services, the provisions of Standard Attachment C on the subjects of "Defense and Indemnity" (numbered item 7 in the December 2017 version of Attachment C, and any equivalent provisions, however numbered, in any subsequently-issued Attachment C) are stricken in their entirety and replaced in full by the following:

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing "non-professional services" under this Agreement. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of "non-professional services" provided under this Agreement.

   Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party's provision of engineering design services or architectural design services. However, the Party's obligation to defend the State and its officers and employees against all claims or suits arising out of "non-professional services" provided under this Agreement as provided in Subsection C above and the Party's other obligations under Attachment C shall remain in effect.

   The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney's fees incurred and paid by the State in defending claims by third parties (collectively "Damages") but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions ("Professional Negligence") by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

   As used herein, "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the Party arising from the provision of "non-professional services" (as defined herein) under this Agreement.

The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

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

b. Subcontractors:
As to subcontractors working under a prime contractor and where the subcontractors are providing such professional design services for a specific project, the prime contractor will include the same design-specific provisions as defined in Section B(2)(a) above in the prime contractor's own contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

C. GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION

1. The contractor shall observe and comply with all applicable federal, state, and municipal laws, 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 such orders or decrees as exist at present and those which may be enacted, adopted, or issued later, during the course of the work, by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their 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 contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

2. If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Project Manager in writing.

D. COMPLIANCE WITH DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES

The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives, and any other requirements related to the

contract. In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the State.

E. SEVERABILITY

Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, VTrans, in its sole discretion may sever that provision from the contract, and the remaining provisions shall have the same force and effect as if the severed provisions had never been a part of the contract.

F. PROMPT PAYMENT

1. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. §§ 4001-4009, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. Compliance with this clause also satisfied the requirements of 46 CFR § 26.29. applicable to Federally funded contracts.

2. In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract provision, payments shall be made within seven days from receipt of a corresponding final or progress payment by the State to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes violation of this contract.

3. 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/consultants/. Electronic reports shall be filed with VTrans Office of Civil Rights by an authorized representative and received in the VTrans 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 VTrans Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the VTrans 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.

4. Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the VTrans Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.

5. This section shall be included in the prime contractor's contract made with all of its subcontractors.

G. TERMINATION

In addition to the Termination provisions contained in Attachment C, the following terms are included in this contract:

Termination for Convenience

1. General

    a. The Agency may, with thirty (30) days written notice to the Contractor, terminate the Contract or any portion thereof when such termination would be in the best interest of the Agency. Upon notification, the contractor may be directed to immediately stop all work and incur no further costs under the contract.

    b. Any such termination shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

    c. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.

    d. No compensation will be allowed for incomplete or eliminated contract items.

    e. Termination of the Contract, or portions thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

    After receipt of the Notice of Termination and except as otherwise directed by VTrans, the Contractor shall immediately proceed to:

    a. The extent specified in the Notice of Termination, cease work under the Contract on the date specified.

    b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the Contract that are not terminated.

    c. Terminate and cancel any orders or subcontracts related to the services, except as may be necessary for completion of such portions of the work under the Contract that are not terminated.

d. Transfer to VTrans all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to VTrans.

e. Take other actions as may be necessary or as directed by VTrans for the protection and preservation of the property related to the contract which is in the possession of the contractor and that VTrans has or may acquire any interest.

f. Make available to VTrans all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

   After receipt of the Notice of Termination from VTrans, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within sixty (60) days of the effective termination date. Should the Contractor fail to submit a claim within the sixty (60) day period, VTrans may, at its sole discretion, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

   Negotiations to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and VTrans. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

H. PROPRIETARY RIGHTS

1. If a patentable discovery or invention results from work performed under the contract, all rights to such discovery or invention shall be the sole property of the Contractor, but the State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.

2. Publications: All data, valuable papers, photographs, and any other documents produced under the terms of the contract shall become the property of the State of Vermont. The Contractor agrees to allow access to all data, valuable papers, photographs, and other documents at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the State.

3. Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, photographs, and other material prepared or collected by the contractors ("instruments of professional

service") shall become the property of the State as they are prepared or developed during performance of the work under the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the State. The Contractor shall not be liable for any reuse, misuse, or alteration of these "instruments of professional service" by the State.

4. The Contractor shall surrender to the State upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken, or completed by the Contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the Contractor and turned over to the State.

5. Data and publication rights to any instruments of professional services produced under the contract are reserved to the State and shall not be copyrighted by the contractor at any time without written approval of the State. No publication or publicity of the work, in part or in total, shall be made without the consent of the State, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

6. Rights and Remedies Additional: The rights and remedies of the State under this section are in addition to any other rights and remedies that the State may possess by law or under this contract.

7. Decisions Final and Binding: Decisions of the State on matters discussed in this section shall be final and binding.

I. PERSONAL CONFLICTS OF INTEREST

Contractor employees performing services for the VTrans shall not have, directly or indirectly, a personal conflict of interest with respect to any contract with VTrans and must immediately disclose to VTrans any personal conflicts of interest arising at any time from the bidding process to final contract close-out.

Definitions

As used in this clause:

1. Contractor Employees means employees and subcontractors of a VTrans contractor.

2. Personal Conflict of Interest means a situation in which a contractor employee has a financial interest, personal activity, or relationship that could impair the individual's ability to act impartially and in the best interest of the Government when performing under the contract.

    a. Sources of personal conflicts of interest include but are not limited to:

i. Financial interests of the contractor employee, of close family members, or of other members of the contractor employee's household;

ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

iii. Gifts, including travel.

b. Examples. Financial interests referred to above may arise from:

i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

ii. Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

iii. Services provided in exchange for honorariums or travel expense reimbursements;

iv. Research funding or other forms of research support;

v. Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

vi. Real estate investments;

vii. Patents, copyrights, and other intellectual property interests; or

viii. Business ownership and investment interests.

3. Acquisition Function means supporting or providing advice or recommendations to the following activities of a State agency:

a. Planning acquisitions;

b. Determining what supplies or services are to be acquired by the Government, including developing statements of work;

c. Developing or approving any contractual documents, including documents defining requirements, incentive plans, and evaluation criteria;

d. Evaluating contract proposals;

e. Awarding Government contracts;

f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services):

g. Terminating contracts; and

h. Determining whether contract costs are reasonable, allocable, and allowable.

4. Non-public information means any State or third-party information that:

a. Is deemed by VTrans to be proprietary or confidential, or is exempt from disclosure under the Vermont Public Records Act, 1 V.S.A. § 315, et al, or otherwise protected from disclosure by statute, Executive order, or regulation; or

b. Has not been disseminated to the general public and the State has not yet determined whether the information can or will be made available to the public.

Requirements

The Contractor shall:

1. Have procedures in place to screen employees for potential personal conflicts of interest;

2. Prevent personal conflicts of interest, including not assigning or allowing an employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency; and

3. Prohibit use of non-public information accessed through performance of a Government contract for personal gain.

4. Inform employees of their obligation:

a. To disclose and prevent personal conflicts of interest;

b. Not to use non-public information accessed through performance of a Government contract for personal gain;

c. To avoid even the appearance of personal conflicts of interest;

5. Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

6. Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause;

7. Report to VTrans any personal conflict-of-interest violation by an employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation.

8. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include:

    a. Failure by an employee to disclose a personal conflict of interest;

    b. Use by an employee of non-public information accessed through performance of a Government contract for personal gain; and

    c. Failure of an employee to comply with the terms of a non-disclosure agreement.

9. In the case of contractors' employees *who perform acquisition functions* for VTrans, screening procedures must include:

    a. Maintaining and obtaining from each employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

        i. Financial interests of the employee, of close family members, or of other members of the covered employee's household;

        ii. Other employment or financial relationships of the employee (including seeking or negotiating for prospective employment or business); and

        iii. Gifts, including travel.

    b. Requiring each employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the employee is performing.

Mitigation or Waiver

1. In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required above, the Contractor may submit a request through the applicable Division Director for:

    a. An agreement to a plan to mitigate the personal conflict of interest; or

    b. A waiver of the requirement.

2. The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

3. The Contractor shall:

    a. Comply, and require compliance by the employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

    b. Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

Disclosure

A mandatory duty is established for the Contractor to disclose procurement fraud, and overpayments, or risk debarment or suspension. The contractor must report fraud, conflicts of interest, bribery, and illegal gratuities in connection with the award or performance of a state contract.

Code of Business Ethics

Contractors are encouraged to have a written code of business ethics and conduct. In addition, the contractor should have an ongoing ethics and compliance training program for principals and employees, as well as a system of internal controls to detect fraud and improper conduct.

J. ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)

Definition

Organizational conflict of interest ("OCOI") means that because of other activities or relationships with other persons or entities, a contractor *as a business entity*:

1. Is unable or potentially unable to render impartial assistance or advice to VTrans;

2. Is or may be impaired in its objectivity in performing the contract work (Example: A firm has a contract to inspect work by firms that are its business affiliates); or

3. Has an unfair competitive advantage. (Example: a firm participates in systems engineering and technical direction; preparing specifications or work statements; participates in development and design work; or gains access to the information of other companies in performing advisory and assistance services for the government drafting a scope of work for a project, then bids on the project itself.)

Disclosure

The Contractor shall make an immediate and full disclosure, in writing, to the VTrans Project Manager of any potential or actual OCOI or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions

the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

Contractors in Management Support Roles

OCOIs often arise when contractors or subcontractors are employed in management support roles, such as oversight and inspection of the work of other contractors, and the development of designs, requirements, or statements of work or procurement documents such as requests for proposal. Such contracts bear particularly close monitoring to avoid OCOIs. A contractor serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflicts of interest.

OCOI Screening

Prior to submitting a proposal, each submitter or proposer will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the anticipated procurement. Potential submitters or proposers will be notified that existing or future contractual obligations relative to the proposed procurement may present an OCOI that may require avoidance, neutralization, or mitigation.

Disqualification

Prior to the award of a contract, VTrans may determine that an OCOI exists which would warrant disqualifying the bidder for award of the contract. Vtrans will discuss the matter with the contractor to determine whether the OCOI can be mitigated to VTrans satisfaction by negotiating terms and conditions of the contract to that effect.

Subcontracts

1. The Contractor shall require from its subcontractors full disclosure of any actual, apparent, or potential OCOI, and report such OCOIs to the VTrans Project Manager.

2. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor OCOI prior to award of the contract to the satisfaction of the VTrans Project Manager. If the subcontractor's OCOI cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval from the appropriate VTrans Division Director prior to entering into the subcontract.

3. If the Contractor becomes aware of a subcontractor's potential or actual OCOI after the contract award, the Contractor agrees that VTrans may require the Contractor to eliminate the subcontractor from its team.

K. CONFLICT OF INTEREST REMEDIES

VTrans may terminate this contract, in whole or in part, or decline to make an award to a contractor if, in VTrans sole discretion, it is deemed necessary to avoid, neutralize, or mitigate an actual or

apparent personal or OCOI. No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the Secretary of Transportation or authorized representative.

1. If a Contractor fails to disclose facts pertaining to the existence of a potential or actual personal or OCOI or misrepresents relevant information to VTrans, VTrans may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

2. The Contractor will have the right to appeal a finding of an actual or potential OCOI to the appropriate Division Director, whose decision will be final, subject to further review only as provided for by state law, regulation or procedure.

L. CONTRACTOR PERSONNEL

1. The Contractor shall employ only qualified personnel to supervise and perform the work. VTrans shall have the right to approve or disapprove personnel hired to perform or supervise work related to the contract.

2. Upon VTrans' request, the Contractor shall supply resumes for staff proposed to work on assignment or under primary contracts for VTrans' review and acceptance or rejection. VTrans retains the right to interview the proposed staff.

3. If contractor has submitted a list of key personnel to VTrans as part of a proposal, the Contractor must notify and seek approval if any changes to the proposed personnel occur during the performance period of the contract.

4. VTrans reserves the right to require removal of any person employed by a contractor from work related to the contract as deemed necessary to protect the interests of the State. The decision of VTrans shall be final and not subject to challenge or appeal beyond the appropriate Division Director.

M. APPROVAL REQUREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES

1. Contractors are required to obtain VTrans approval prior to making offers of employment to VTrans employees who are engaged in acquisition functions as defined in paragraph I.3 a-h above, or an individual who was engaged in acquisition functions for VTrans within one year of the end of employment with VTrans. Request for approval must be submitted to the appropriate Division Director.

2. Discussions with current VTrans employees engaged in acquisition functions regarding *potential* employment with a contractor creates a conflict of interest for the employee and is prohibited absent a State approved mitigation plan or waiver.

3. Contractors are encouraged to maintain an open dialogue with VTrans regarding such matters and work toward mutually acceptable avoidance and resolution of any issues.

N. ASSIGNMENTS, TRANSFERS, AND SUBLETTING

1. The Contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without the prior written consent of the State and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive the prior written consent of the State.

2. The approval or consent to assign, sublet, or assign any portion of the work shall in no way relieve the Contractor of its responsibility to perform that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.

3. Any authorized subcontracts shall contain all the same provisions specified for and attached to the original contract with the State.

O. PERFORMANCE AND COMPLETION OF WORK

1. The Contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.

2. Apart from ongoing obligations (*e.g.*, insurance, ownership of the work, and appearances), upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.

3. If, at any time during or after performance of the contract, the Contractor discovers any design errors or other issues that warrant changes, the contractor shall notify the Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

P. CONTINUING OBLIGATIONS

The Contractor agrees that if, because of a death or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the State may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) or key project personnel to be a loss of such magnitude that it would affect the contractor’s ability to satisfactorily comply with the contract.

Q. APPEARANCES

1. Hearings and Conferences. The Contractor shall provide professional services required by

the State that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain, or defend its services provided under the contract.

2. The Contractor shall serve as a liaison if the State deems it necessary for the furtherance of the work and participate with the State, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.

3. The Contractor further agrees to participate in meetings with the State, applicable Federal Agencies, or any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.

4. Appearance as Witness. When required by the State, the Contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the State, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.

R. CHANGES AND AMENDMENTS

1. VTrans may, upon written notice, require changes, additions, or deletions to the work or contract. Whenever possible, any such adjustments shall be administered under the appropriate fee schedule or payment provisions established in the contract based on the adjusted quantity of work.

2. The State may, upon written notice, and without invalidating the contract, require changes resulting from the revision or abandonment of work already satisfactorily performed by the Contractor or changes in the statement of work section of the contract.

3. If the value of such changes, additions, or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time or expense to perform the work, the contract may be amended accordingly.

4. Changes to the scope, duration or value of the contract will require amendment of the contract, approved by the State's Secretary of Transportation or other official delegated such authority.

5. The Contractor agrees to maintain complete and accurate records, in a form satisfactory to VTrans, for any extra work or additional services in accordance with the contract and the Contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by VTrans.

S . EXTENSION OF TIME

1. The contractor may request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if VTrans determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

2. The decision of VTrans relative to granting an extension of time shall be final and binding, and may result in damages owed to the State by the contractor.

3. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities.

T. CONTRACTOR ERRORS AND OMISSIONS

1. "Professional negligence" resulting in errors and omissions in the work product of the contractor or subcontractors must be corrected by the contractor at no cost to the State, when it is determined that the error or omission was a direct cause of the contractor's work. The contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in designs furnished under its contract.

2. When VTrans becomes aware of an error or omission on the part of the contractor or subcontractors, VTrans will inform the contractor and provide an opportunity for discussion and correction, if applicable. Discussions will not relieve the contractor from complying with any VTrans-ordered corrections.

3. VTrans' review, approval, or acceptance of or payment for the services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

4. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

U. DISPUTE RESOLUTION.

1. Design Professionals: In cases where VTrans believes damages are owed by a contractor, VTrans will attempt to negotiate a resolution with the contractor. If requested in writing by either party, negotiations may take the form of structured non-binding mediation with the assistance of a mediator on a "without prejudice" basis. The mediator shall be appointed by agreement of the parties, and the fees split equally between the parties. Negotiations or mediation will not bar either party from pursuing any other available remedies except as mutually agreed to in a written mediation agreement.

2. Construction Services Professionals: The parties shall attempt to resolve any disputes that may arise under the contract by informal negotiation, with the approval of the appropriate Division Director. If the dispute is not resolved, the Director shall issue a decision, which the Contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. § 5.

V. RETAINAGE AND LIQUIDATED DAMAGES

1. Pursuant to the provisions of Agency of Administration Bulletin 3.5 – Contracting Procedures, VTrans has considered whether services contracts should contain provisions that provide for liquidated damages and/or retainage. As a general principle, based on experience and policy, VTrans has generally chosen not to include liquidated damages and retainage in its services contracts.

2. Should VTrans believe that liquidated damages or retainage provision are advisable in a particular contract, VTrans will include such provisions in the contract.

W. NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.

Neither the contractor nor the State shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

X. HOSTILE ACTS

Except as provided below, or otherwise agreed to in writing by a duly authorized representative of the State, the Contractor agrees that during the term of this contract, and also after termination of this contract, it will not represent or render assistance to anyone in any matter, proceeding, or lawsuit against or otherwise adverse to the interests of the State or any of its agencies or instrumentalities in a matter, proceeding, or lawsuit related to any aspects of any work or projects to which this contract relates. Contractor also agrees to include written provision in any of contractor's subcontracts with others relating to this contract, providing that such subcontractors also recognize and agree to be bound by this duty of loyalty to the State regarding any aspects of any work or projects to which this contract relates.

Y. RESPONSIBILITY FOR SUPERVISION

The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the contract.

Z. WORK SCHEDULE AND PROGRESS REPORTS

As required by VTrans, prior to initiating any work, the Contractor shall work with VTrans' Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission dates in the contract. VTrans will use this work schedule to monitor the contractor.

The Contractor during the life of the contract shall make monthly progress reports, or as otherwise determined by the Project Manager, or set forth in the statement of work, indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. VTrans may require the Contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by VTrans.

AA. WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS

Specific tasks or projects under primary (ie. retainer or Indefinite Delivery/Indefinite Quantity ["IDIQ"]) type contracts will be awarded and managed as provided in the scope of work section of the contract. Contractors should not begin work on any task or project under a primary contract until they have received authorization as described in the scope of work.

BB. UTILITIES

Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the Contractor shall consult with the State's Utility Section and initiate contacts or discussions with the affected owners regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The Contractor shall inform the State, in writing, of all contacts with utility facility owners, and the results thereof. Further details should be provided in the scope of work section of the contract.

CC. PUBLIC RELATIONS

Whenever it is necessary to perform work in the field (*e.g.*, with respect to reconnaissance, testing, construction inspection, and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is a need to enter upon private property to accomplish the work under the contract, the Contractor shall inform property owners and tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owners thereof. Upon request of the Contractor, the State shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the State.

DD. INSPECTION OF WORK

1. The State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing.

2. The contractor shall permit the State and its representatives the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the contract.

3. A conference, visit to a site, or inspection of the work may be held at the request of the Contractor, State, and appropriate federal agencies.

EE. WRITTEN DELIVERABLES/REPORTS

All communications and deliverables presented under terms of the contract shall be in a form and format identified in the statement of work section of the contract, including, but not limited to CADD Requirements, Data Specifications, and Geographic Information System Requirements.

FF. ELECTRONIC DATA MEDIA.

VTrans Web Page and File Transfer Protocol (FTP) Site Disclaimer. The files located on the VTrans web page and FTP site are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free.

GG. REVIEWS AND APPROVALS.

All work prepared by the Contractor, subcontractors, and representatives thereof pursuant to the contract shall be subject to review and approval by VTrans. Approval for any work shall be documented in writing. Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor's expense.

The pertinent federal agencies may independently review and comment on the contract deliverables. The Contractor, through VTrans, shall respond to all official comments regardless of their source. The Contractor shall supply VTrans with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

HH. PAYMENT PROCEDURES

Payment procedures will be set forth in Attachment B.

II. AUDIT REQUIREMENTS

1. Design and Engineering Contracts of Five Hundred Thousand Dollars ($500,000.00) and over:

    a. Annually, the Contractor shall furnish the State with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the Contractor's overhead rate shall be based on actual, audited overhead costs.

2. **Design and Engineering Contracts** Under Five Hundred Thousand Dollars ($500,000.00):

    a. The contractor may submit internally generated indirect cost computations and the related schedules.

    b. Additional information may be requested from a new contractor executing a contract under $500,000.00 or in some cases from contractors with existing or previous contracts with the State if any of the following conditions or areas of concern exist:

        i. There is insufficient knowledge of the consultant's accounting system.

        ii. There is previous unfavorable experience regarding the reliability of the consultant's accounting system

        iii. The contract involves procurement of new equipment or supplies for which cost experience is lacking.

        iv. There have been issues with adherence to Federal and State regulations and policies.

        v. Capacity – ensuring ongoing delivery

JJ. RECORDS RETENTION:

The Contractor shall maintain all records related to the contract for a period of seven (7) years unless required to keep them longer as indicated Federal provisions or in the scope of work section of the contract.

KK. REGISTRATION WITH SECRETARY OF STATE

1. The Contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the Contractor:

    a. Is a domestic or foreign corporation,

b. Is a resident co-partner or resident member of a co-partnership or association,

c. Is a non-resident individual doing business in Vermont in his or her individual capacity,

d. Is doing business in Vermont under any name other than the Contractor's own personal name.

2. This registration must be complete prior to contract execution and maintained throughout the life of the contract.

LL. SITE VISIT

Where relevant to the work to be performed under the contract, contractors must inspect physical locations of construction when required in the statement of work and will not be compensated for any differing site conditions that could have been discovered during the inspection.

MM. MARKETING

The Contractor is prohibited from representing in marketing or promotional materials that VTrans is a co-sponsor in any project, or otherwise representing any sort of collaboration or partnership with VTrans; making claims of general endorsement by VTrans; and from using the VTrans logo, seal, or letterhead. In accordance with Attachment C, Standard State Provisions for Contracts and Grants, the Contractor has VTrans permission to refer to the fact that the Contractor has, or previously had, contracts with VTrans in marketing or promotional materials, as long as purely factual statements are made, and no general endorsement is asserted. Additionally, the Contractor may provide factual information regarding work under VTrans projects to other potential employers or identify designated VTrans employees or officials who could be consulted by as a reference about such prior work for VTrans. Designated VTrans employees may provide factual information regarding a Contractor's work under VTrans contracts to third parties requesting references. Contractor's providing false information regarding work under VTrans contract will be subject to administrative, civil, and criminal penalties.

Approved By: E-SIGNED by Joe Flynn on 2020-05-29 18:21:30 GMT

Secretary of Transportation

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

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.

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.

CA-271
Rev. 04/14/2021

STATE OF VERMONT
AGENCY OF TRANSPORTATION
CERTIFICATE OF COMPLIANCE

For a bid/proposal to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

A. **NON-COLLUSION:** The undersigned certifies under the penalties of perjury under the laws of the State of Vermont and the United States that it 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/proposal.

B. **DEBARMENT:** The undersigned certifies under the penalties of perjury under the laws of the State of Vermont and the United States that it:

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

2. Has not within a three-year period preceding this bid/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; and

3. Is 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 2 above; and

4. Has 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.

5. **Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal, including whom it applies and dates of action. Exceptions will not necessarily result in denial of award but will be considered in determining bidder eligibility and/or responsibility. Providing false information may result in criminal prosecution or administration sanctions.**

C. **BYRD ANTI-LOBBYING:** The undersigned hereby certifies, by signing and submitting this bid/proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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.

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

3. 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 as required 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.

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

E. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to the undersigned when the total project costs exceed $250,000.00.

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, please enter ôNot Applicableô or ôN/Aô below.**

Summary of Detailed Information	**Date of Notification**	**Outcome**

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).

Subcontractor Reporting.

A. **Contracts for Services.** The undersigned hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this solicitation, the undersigned will provide to the State a list of all proposed subcontractors and subcontractorsô subcontractors, together with the identity of those subcontractorsô workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the undersigned will provide any update of such list to the State as additional subcontractors are hired. The undersigned further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

B. **Construction Contracts**. The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractorôs subcontractors and by whom those subcontractors are insured for workersô compensation purposes. This is not a requirement for subcontractorôs providing supplies only and no labor to the overall contract or project.

   Additionally, the Contractor shall collect and retain evidence of subcontractorsô workersô compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractorôs compliance.

This information must be updated as necessary and provided to the State as additional subcontractors are hired. If none, please enter ôNot Applicableô or ôN/Aô below.

Sub-Contractor	Insured By	Sub-Contractorôs Sub	Insured By

The undersigned further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and as amended will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

As a duly authorized representative of the bidder, I hereby certify that the information above is true and correct.

Date: _____

Duly Authorized Signature: _____

Name and Title of Person Signing: _____
(Duly Authorized Signer)

Company Name: _____

Company Address: _____

_____

E-Mail Address: _____

Attachment L

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 1

Company Name:

Contact Name: **Phone:**

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 2

Company Name:

Contact Name: **Phone:**

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 3

Company Name:

Contact Name: **Phone:**

E-mail:

Job Order Form

Part I – Job Order Information

- To be completed by Requesting District/Division
- Fill out this form for **ALL** projects going through the Job Order Contracting method
- Projects must be **State Funds ONLY,** unless otherwise specified

Date:

Project Name

Requesting District/Division:

Point of Contact

Email Address

Phone Number

Start Date

Completion Date

Scope of Work/Instructions

☐ Additional Job Order documents attached (Example: plans, additional scope of work documents, materials list, etc.).

Selection Method:

○ Lump Sum

- Must be bid to at least three (3) contractors
- Fill out Part II for contractor selection information

BID DEADLINE: Date: Time:

◉ Hourly Rate Schedule

- Can **NOT** contain materials or subcontractors
- Fill out Part III for contractor selection information

Part II – LUMP SUM BID

Section A: To be completed by Contractor

This form must be submitted by the deadline listed, to the Point of Contact listed on Part I of this form. Any defects or omissions may result in rejection of the bid. Communication with other VTrans personnel regarding this Job Order is prohibited and may result in the rejection of your bid proposal.

Contractor Name:

CERTIFICATION OF PROPOSAL: I, or we, hereby certify that I am, or we are, the only person or persons interested in this bid proposal as principal or principals; that the bid is made without collusion with any person, firm or corporation; that I, or we have examined the bid proposal, plans, specifications, applicable legal requirements, scope of work, and the site of the work, and that I or we propose to furnish all necessary machinery, equipment, tools, labor and other means of completing the required work including all materials specified, in the manner and time period prescribed in the Job Order Form Part I, the JOC Contract, and attachments for the sum(s) set forth below.

Fixed Lump Sum Price: $

Contractor Signature (must be authorized agent) **Date**

_____

Section B: To be completed by Requesting District/Division for **WINNING BIDDER ONLY**. Please attach ALL bid sheets to this submittal package

Selection:
Describe the reason for selecting the contractor chosen for this task.

☐ Lowest Price

OR

If the contractor was selected for reasons other than lowest price, note other best value factors considered:

☐ Past Performance

☐ Equipment Quality

☐ Availability

☐ Other

Solicited Contractors: Please provide names of all contractors contacted with bid opportunity

Printed Name & Signature of Selector: _____

Part III – HOURLY RATE SCHEDULE

To be completed by Requesting District/Division

Contractor Selected: **Contractor JOC #:**

Selection:

Describe the reason for selecting the contractor chosen for this task.

☐ Lowest Price

OR

If the contractor was selected for reasons other than lowest price, note other best value factors considered:

☐ Past Performance

☐ Equipment Quality

☐ Availability

Comments:

All rates must correspond to the **current rates listed in Contractor's Job Order Contract**. No rate changes will be allowed without prior approval and submission of an Administrative Amendment. Rates are not subject to change in the first two years of the contract.

Printed Name & Signature of Selector: _____

Part IV – Award

- To be completed by Requesting District/Division.
- Contractor should sign and return award form

JOB ORDER AWARD

VTrans hereby notifies that _____ is being awarded this Job Order for the project of _____.

Start Date:

Completion Date:

Award Method:

○ Lump Sum: $

◉ Hourly Rate Schedule (see contract for rates)

Signature of Selector Date

_____

CONTRACTOR: I/we agree to complete the work described herein at the rates specified above (for lump sum) or by contracted hourly rate agreement as selected above. Start/completion dates will be adhered to if listed. Lump Sum items are paid as bid and not considered variable unless specified by an approved change order.

Signature of Contractor Date

_____

Part V—Evaluation

- To be filled out by VTrans representative **within 2 weeks of project completion**.
- Evaluation must be sent to contractor for review & comment once form is completed by VTrans.
- Contractor must sign evaluation and return to VTrans. **Signature of contractor is acknowledgement of receipt only, and in no way indicates agreement with the contents of the evaluation.**
- Completed evaluations should be saved to the following location: Z:\Projects-Internal\JOC\Contractor Evaluations

Project:

Rate the Contractor's performance on this job.

Outstanding

Acceptable

Poor

Unacceptable

Comments:

Signature of Evaluator Date

Contractor: Please sign below and return to VTrans Project Manager. **Signature of contractor is acknowledgement of receipt only, and in no way indicates agreement with the contents of the evaluation.**

I acknowledge receipt of this evaluation for work performed under Job Order Contracting.

Contractor Signature Date

Comments:

Company Name:

Attachment Q

Executive Order 05 – 16:
Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

☐ Energy Star® Certification

☐ LEED®, Green Globes®, or Living Buildings Challenge℠ Certification

☐ Other Internationally Recognized Building Certification:

_____

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

_____

3. Please Check all that apply:

☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.

☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.

☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.

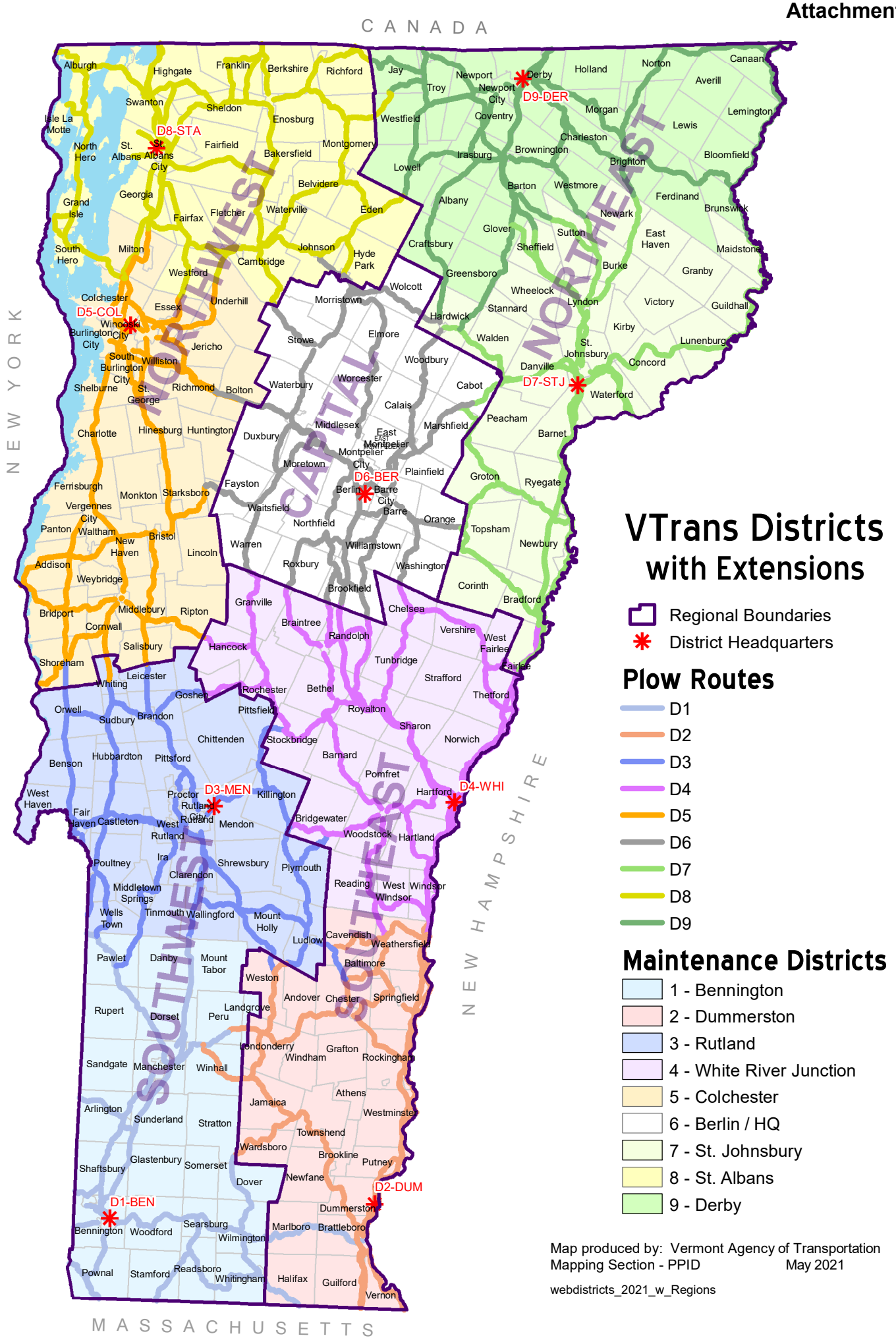
Company Name:

3. Please Check all that apply (continued):

- [ ] Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?
- [ ] Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- [ ] Bidder offers employees an option for a fossil fuel divestment retirement account.
- [ ] Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

Attachment R



Map produced by: Vermont Agency of Transportation
Mapping Section - PPID May 2021

webdistricts_2021_w_Regions

Equipment Type List

1. Air Compressor
2. Air Track Drill
3. Asphalt Plant
4. Backhoe/excavators
5. Blowers
6. Brush chipper
7. Chain Saw
8. Cold Planer
9. Compactor
10. Concrete Mixer
11. Concrete Pump
12. Concrete Saw
13. Crack-filler Pot
14. Crane
15. Ditchers
16. Dozer
17. Excavator
18. Flagger
19. Flagger- railroad
20. Forklift
21. Generators
22. Grader
23. Guardrail Post Driver
24. Heaters
25. Hole ram
26. Jack
27. Jack Hammer
28. Laborer
29. Landscape rake
30. Loader
31. Man Lift
32. Message Boards
33. Mini
34. Mixer, concrete
35. Mower
36. Mulcher
37. Other
38. Pavement Grinder
39. Pavement Heater
40. Pavement Marking
41. Pavement Saw
42. Pavers
43. Pile Driver Hammer
44. Pile Driver Leads
45. Post Digger
46. Power Generator
47. Power Washer
48. Pump
49. Rail dump Truck
50. Rail excavator
51. Rail truck (pick up)
52. Roller
53. Safety Equipment
54. Sandblaster
55. Scaffold/Lift
56. Screening/Crusher
57. Seeder
58. Shoulder machine
59. Skid Steer
60. Skidder
61. Snow Plow (pick up)
62. Snow·melter
63. Stump Chipper/ Grinder
64. Sweeper
65. Tack Distributers
66. Tamper
67. Toilets
68. Torches
69. Track
70. Tractor
71. Traffic control Devices
72. Trailer
73. Trench Box
74. Trencher
75. Truck, Attenuator/ Crash
76. Truck, Auger, Pounder
77. Truck, Distribution
78. Truck, Dump
79. Truck, Miscellaneous
80. Truck, Pick-up
81. Truck, Snooper/ Bucket
82. Truck, Vacuum
83. Truck, Water
84. Welder
85. Wheeled
86. Wood Chipper
87. Wood Splitter

Instructions:

- Drop Down the correct Equipment Type (see Attachment S)
- Enter the Make, Model, Size and other descriptors needed in the text field
- Add the hourly rate for the Equipment **ONLY** and the Operator **ONLY**-- the total will automatically calculate
- Enter the District numbers (see Attachment R) in which you will work
  OR
- Enter "ALL" to indicate you will work in all Districts

Attachment T
Rate Sheet

Equipment Type	Equipment Description (Include Make/Model/Size)	Hourly Rate (Equipment) +	Hourly Rate (Labor) =	Total Rate **Total Rate will auto Calculate**	District(s)
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
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Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	
Equipment Type (Dr				0	

Submitted By:_____ Date:_____

(Company)