

October 4, 2018

Request for Proposals (RFP): **Consultant Construction Management Services 2018**

The State of Vermont Agency of Transportation (VTrans) intends to retain the services of Engineering Consultant firms (CONTRACTORS) to provide construction management services related to construction activities, including but not limited to: inspection, materials sampling and testing, public outreach, quality assurance services for design-build projects, as well as specialty services related to construction projects administered by VTrans. This RFP will result in the award to multiple Contractors.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW) dated March 2018;
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- 2018 General Terms and Conditions for Contracts and Services
- 2018 Federal Terms and Conditions Services (Non-Construction)

all of which are attached hereto, in addition to all applicable local, state and federal regulations.

All questions related to this RFP shall be forwarded to **Doreen L Carminati, AOT Contract Administration, in writing** to the address above, by e-mail at doreen.carminati@vermont.gov or by fax at (802) 828-5545. All such questions and requests shall be received **no later than Thursday, October 18, 2018**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.***

Bidders' Conference: There will not be a pre-bid meeting.

Modifications. In the event that 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 website.

IT IS THE BIDDER'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED. They will be posted on the VTrans Contract Administration website at:

<http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps>

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 select more than one (1) Contractor to perform these services under a retainer contract. VTrans will enter into contracts, with an initial term of three (3) years with the option of extending for two (2) additional one (1) year periods.

Maximum Limiting Amount. The maximum limiting amounts for the contracts will be set at a level to permit a contractor to be awarded all work assignments if they are judged to be the most qualified. Qualification Based Selection will be determined by experience, specialists' availability, required specialized equipment capacity, creative and technical solution, and past performance. Award of a contract does not guarantee payment of any or all the maximum limiting amount.

Work Orders. VTrans may use several methods for determining and distributing work orders to contracted contractors including but not limited to: requesting technical proposals from more than one firm for comparison; requesting a proposal from a single contractor, or requesting proposals addressing more than one project. Award of Work Orders will be qualification based.

Contractors who are awarded work orders will report to the assigned VTrans Project Manager. Work will be performed primarily at project sites and municipalities throughout Vermont, as described in the work orders, and some meetings may be held at VTrans headquarters in Montpelier.

For sub-contractors not named in the proposal, utilization of sub-contractor personnel will require written approval by VTrans prior to the sub-contractor performing any work on orders under this contract.

No work may be performed after the expiration date plus exercised extensions of the applicable Contract. In exceptional circumstances where it might be mutually desired to have work extend beyond the term of a Contract, written authorization will be needed, overseen by VTrans' Contract Administration, and authorized by the Secretary of Transportation, the Agency's Chief Financial Officer and if required Federal oversight agencies. An official amendment to the contract will be required.

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 did 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.

Required Shipping Information:

Clearly indicate the following on the outside of the (2) two sealed envelopes or packages containing the 1) Technical proposal and 2) Financial Information:

Name and address of the Bidder

Due date and time (**Thursday, November 1, 2018 prior to 2:00 p.m.**)

“Consultant Construction Management Services 2018”

Contents: **Technical Proposal - or - Cost Proposal - or - Financial Information**

Submit your proposals to the Office of Contract Administration, Agency of Transportation, One National Life Drive, Montpelier, VT 05633-5001, **prior to 2:00 P.M.**, on **Thursday, November 1, 2018.**

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

Delivery Methods:

- U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure proposals are received by VTrans Contract Administration prior to the due date and time.
- EXPRESS DELIVERY: If proposals are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received by VTrans Contract Administration. *The postal (zip) code for express deliveries is 05601.*
- HAND DELIVERY: Hand-carried proposals shall be delivered to a representative of VTrans Contract Administration prior to the due date and time. *(National Life Campus - Davis Building, Fifth Floor)*
- ELECTRONIC: Electronic proposals **will not** be accepted.
- FAX BIDS: Faxed proposals **will not** be accepted.

Technical Proposal Format and Content

Submit One (1) envelope or package containing 1 CD, DVD or thumb drive holding an electronic copy of the proposal and seven (7) bound printed copies of the proposal.

The proposal shall not exceed twenty-six (26) single sided pages **or** thirteen (13) double 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 twenty-six (26) pages shall include information as required below:

Proposal Substantive Content

In tabbed and labeled sections, please provide the following elements:

- A. **Cover Letter.** All bidders or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the bidder that it is willing and able to perform the services described in the RFP and their proposal response. **This section counts toward the twenty-six (26) page limit.**
- B. **Technical Approach.** In this section the bidder must explain the bidder's understanding of VTrans' intent, objectives, and how the bidder proposes to achieve those objectives. The bidder must discuss the bidder's experience, capabilities and plan for providing the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required services, and any additional factors for VTrans' consideration. **This section counts toward the twenty-six (26) page limit.**
- C. **Business and Management Structure.** Provide a description of the bidding organization's size, background, and structure, and a list by name and title of management personnel. Indicate which management personnel will be responsible for the delivery of services under the contract and a description of how the organization's resources will be applied. **This section counts toward the twenty-six (26) page limit.**
- D. **Organizational Chart.** Provide a one-page organizational chart of the Contractor's team that notes the name and title of key individuals that are proposed to manage or perform tasks. Official address of your organization, contact information including a list of current employees, phone numbers and email addresses. This chart shall clearly indicate the lines of communication for problem resolution. **This section DOES NOT count toward the twenty-six (26) page limit.**
- E. **Key Personnel.** Identify the name and title of all personnel who will be assigned to provide professional services under this contract. Indicate any certifications or special licensing the individual holds that is pertinent. Include one-page resume for each individual. **This section DOES NOT count toward the twenty-six (26) page limit.**

NOTE: The key personnel identified in the proposal are considered by VTrans to be essential to the work being performed under the contract. Prior to diverting any of the specified individuals into other programs, the Contractor shall notify VTrans in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without VTrans' written consent.

F. **Subcontracts.**

A. Identify all subcontracts proposed, and provide the following information:

- (1) Company name of each subcontractor, or individual name in the case of independent contractors;
- (2) Names of each subcontractor principals and/or corporate officers
- (3) Names of each subcontractor's key personnel who will be assigned to provide professional services under the contract, including certifications or special licensing for each; and
- (4) The types of work to be performed by each subcontractor.

This section DOES NOT count toward the twenty-six (26) page limit.

NOTE: Fully executed sub-agreements must be in place for each subcontractor prior to the subcontractor performing any work on orders under this contract. Any changes are subject to the same notification and approval procedures applicable to key personnel described above.

- G. **Past Performance.** Provide three (3) projects that detail past performance. The projects must be completed in the past five years or currently in process which are of similar size, scope, complexity and contract type or otherwise relevant to the work described in this RFP.

The contact person must be able to speak knowledgably about the bidder's performance in both technical and business aspects. The contacts provided may be directly communicated with at VTrans discretion.

The technical proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.

VTrans reserves the right to discuss the Contractor's past performance with any VTrans employee who has had experience with the Contractor.

This section counts toward the twenty-six (26) page limit.

Required Certifications/Documents *Items 1-6 DO NOT count toward the twenty-six (26) page limit.*
Item 7 counts toward the twenty-six (26) page limit.

1. **Completed Certification Regarding Lobbying** – fillable PDF provided
2. **Debarment and Non-Collusion Affidavit** – Form CA-91: All bidders will be required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.
3. **Contractor's EEO Certification** - Form CA-109: The 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 contractors and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.
4. **Worker Classification Compliance Requirements (Self Reporting and Subcontractor Reporting)** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
5. **Contractor and Sub-Contractor Information Form** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
6. **Construction Regions; Appendix F** – This form must be completed and submitted as part of the responses for the proposal to be considered valid.
7. **Past Performance and Reference Form** – fillable PDF provided

Cost Proposal

Price/Cost

Actual price/cost for each project assigned under this contract will be determined at the work assignment level based on the approved Rate Schedule. For the purposes of determining the rates to be included in the Primary Contract, bidders must provide hourly rates per classification, for providing the necessary services as specified in the attached SOW. If there are multiple individuals in a classification, please calculate one rate per classification. The rates submitted shall be fully burdened rates. The classifications should be consistent with the information provided in your technical proposal. For sub-Contractors named in the proposal, include classification rates for all sub-Contractor personnel.

The submitted rates in this proposal will be binding on the bidder for work at the work assignment level. The rates submitted and included in the Primary Contract will be in effect for the initial term of the Primary Contract, which is two (2) years. Rates can be revised during the amendment process for the option of extending for two (2) additional one (1) year periods.

VTrans will use the submitted rates to evaluate cost reasonableness and realism in the award of the Primary Contract after the qualifications-based selection of the contractor(s) for Primary Contracts is completed.

Example of a Classification Rate Table:

Classification	Total
Civil Engineer I	\$xxx.00
Civil Engineer II	\$ xx.00
Technician I	\$ xx.00
Administrative Services Technician I	\$ xx.00
Sub-Contractors	
<i>ABC Company</i>	
Civil Engineer IV	\$ xx.00
Technician III	\$ xx.00

*** This is only an example. Please use the classifications and rates you are proposing for work on this contract.*

- A. Submit one (1) separate, labeled and sealed envelope, or package, containing four (4) copies of the Rate Sheet.
- B. Provide in the Rate Sheet, each class of labor with hourly rates. The prime and each sub-contractor (as appropriate) shall have all classifications and rates provided on the Rate Sheet.
- C. If the prime Contractor intends to utilize the services of a sub-Contractor(s), the following should be accomplished:
 - a) Provide justification and documentation in the cost proposal regarding the basis for selecting each sub-Contractor (qualifications, technical capabilities, etc.) you intend to use.

- b) For sub-Contractors named in the proposal, provide labor cost information as described in section 2-part B above for sub-Contractor personnel.
- c) The successful Contractor will be expected to execute sub-agreements for each sub-Contractor named in the proposal upon award of this contract. Primes must hold subs to the same regulatory compliance standards that VTrans requires of its primes.

2. Contractor Financial Information

Submit one (1) separate, labeled and sealed envelope, or package, containing:

A. Break Down of Rates

- 1. Provide the current direct hourly rates for the key individuals who may be utilized under this agreement grouped by classification titles. The list of individuals should be consistent with the information provided in your technical proposal.
- 2. Please provide a breakdown of all rates by classification title including: direct rate, overhead rate, profit and total for the key personnel identified in the cost proposal.

Example:

<u>Classification</u>	<u>Direct Rate</u>	<u>Overhead Rate 150%</u>	<u>Profit</u>	<u>Total</u>	<u>Overtime Premium</u>	<u>Overtime Total</u>
Civil Engineer I	\$40.00	\$60.00	\$8.00	\$108.00	n/a	\$108.00
Technician I	\$32.50	\$48.75	\$6.50	\$ 87.75	\$16.25	\$104.00
Administrative Services Technician 1	\$20.00	\$30.00	\$4.00	\$ 54.00	\$10.00	\$64.00

This is only an example. Please use this format to present your information.

- 3. VTrans considers profit as a negotiable item and caps the profit at 10%. Please notify all sub-consultant(s) of the 10% cap.
- 4. **If there are multiple individuals in a class of labor, please calculate one rate per classification. Include an explanation and justification for the calculation method utilized in calculating that rate.**
- 5. The total (fully burdened) rate provided in this section shall match the total (fully burdened) rate per class of labor as submitted in the Cost Proposal, Section 3 B above.

B. Financial Documentation

- 1) A completed Form AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers (for the prime Contractor), along with required financial statements and indirect cost schedules. The current AASHTO ICQ form can be found on the VTran’s Audit page at <http://vtrans.vermont.gov/finance-admin/audit>
- 2) The financial information for the Contractor shall be for the most recently completed fiscal year.

If the Contractor has a completed AASHTO ICQ and current financials are on file already with the VTrans Audit Section, the Contractor does not need to resubmit for this RFP. Any Contractor wishing to verify their financial information should contact the VTrans Audit Section.

In accordance with 23 USC § 172 information supplied in compliance with the above financial requirements will be considered confidential.

Evaluation of Proposals

VTrans will award Contracts using a qualification based selection. The selection panel will evaluate proposals based upon the following factors and related sub-factors, which are of equal weight, unless noted otherwise.

1. Technical Capability (This section will be evaluated and rated at twice the weight of the other sections)

The proposal clearly indicates how the bidder will deliver timely, high-quality, compliant and cost-effective services to meet VTrans' needs. Specifically, the proposal demonstrates:

- Describe how your organization will verify that all staff proposed have the required technical capabilities to meet the needs of the proposed classification.
- Describe the training initiatives that will be conducted to ensure that staff maintain the required technical capabilities for the given classification for the duration of the contract.
- Describe how your organization will train proposed staff, in VTrans specific practices.

2. Business and Management Structure (This section will be evaluated and rated at twice the weight of the other sections)

- The proposal clearly demonstrates a sound organizational structure and management approach which indicate positive business ethics, clear lines of communication between the bidder's team and VTrans, active and continuing participation of senior executives, a focus on quality assurance and partnering.
- The proposal clearly demonstrates that the bidder has the business managerial capability and approach to provide the required services in a cost-effective manner.

3. Key Personnel

- Bidder's proposed key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner.
- Describe the services and commitment that key personnel will provide to staff and the correlated performance benefits that VTrans can expect.

4. Past Performance

- The past performance evaluation will examine how the bidder’s past and present performance indicates the likelihood of successful completion of work under this contract. In conducting the past performance assessment, VTrans may use data obtained by references provided and any other source.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the bidder’s proposal. Assigned ratings represent the consensus developed by the selection committee. Each criterion described above will be scored according to the following chart.

Single Max Weight	Twice Max Weight	Overall Rating	Description
4	8	Exceptional	Indicates a proposal containing significant strengths with few to no weaknesses
3	6	Very Good	Indicates a proposal containing a number of strengths but also some weaknesses
2	4	Acceptable	Indicates a proposal containing some strengths but also some significant weaknesses
1	2	Unacceptable	Indicates a proposal that contains significant weaknesses that outweigh any strengths

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.

The Bidder shall submit to VTrans a certificate of insurance showing that minimum coverages 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 at AOT 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.

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 Proposers, 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.

It is a condition of proposing under this RFP that, by submitting a proposal, the proposer accepts and agrees unconditionally that if the proposer in any way contacts, or attempts to contact, a member of the selection panel involved in the selection process for this RFP, either during or following the RFP process, with the aim

of communicating about the selection process or outcome, then that proposer will be completely barred from receiving or performing such work of the type covered under the RFP for a period of 365 days from the date of that proposer's attempted contact with the selection panel member. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the RFP.

The selection panel is 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.

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 receipt. No contract shall be considered effective until it has been fully signed by all of the parties.

Enclosures:

- Scope of Work (SOW) dated March 2018
- Payment Provisions
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment D: Architect/Engineer Professional Service Agreement dated August 19, 2016
- 2018 General Terms and Conditions for Contracts and Services
- 2018 Federal Terms and Conditions Services (Non-Construction)
- Certification for Federal Aid Projects (DOT Form 272-040 EF)
- Certification Regarding Lobbying
- Debarment and Non-Collusion Affidavit (Form CA-91)
- Contractor's EEO Certification (Form CA-109)
- Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)
- Past Performance and Reference Form
- Contractor and Sub-Contractor Information Form

Link for: AASHTO Internal Control Questionnaire (ICQ)

<http://vtrans.vermont.gov/finance-admin/audit>

***State of Vermont
Agency of Transportation***

***SCOPE OF WORK
For
CONSULTANT CONSTRUCTION MANAGEMENT SERVICES***



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Construction & Materials Bureau – Dewey Building
1 National Life Drive
Montpelier, Vermont 05633-5001

March 2018

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I. Purpose of Agreement:

The State of Vermont Agency of Transportation (VTrans) intends to retain the services of Engineering Consultant firms (CONTRACTOR) to provide construction management services related to construction activities, including but not limited to: inspection, materials sampling and testing, public outreach, quality assurance services for design-build projects, as well as specialty services related to construction projects administered by VTrans.

Personnel provided by the CONTRACTOR may be assigned to: construction projects throughout the state; the VTrans Headquarters Office in Montpelier; VTrans Regional Construction offices; or the VTrans Materials Laboratory. VTrans will review all submitted proposals and may initiate negotiations with selected firms. Upon successful negotiations and a fully executed contract, the selected firms will receive a Letter of Authorization as assignments are made.

The services rendered to VTrans by the CONTRACTOR shall include, but are not limited to:

- Provide construction management personnel including Chief Inspectors, Inspectors and Office Engineers that will report to and take direction from a VTrans employee, thereby designated as the ENGINEER. Their duties and responsibilities as defined in the Field Assignment Matrix (*Appendix A*).
- Provide assistance to the Finals Unit in the contract reconciliation process.
- Provide assistance in the production of guidance documents and manuals.
- Provide Quality Assurance Services for Design-Build Contracts

a. Specialty Services:

The CONTRACTOR may be requested in writing by VTrans to provide “Specialty Services” related to construction and/or training activities. “Specialty Services” are defined as services requested by VTrans that are not a part of routine construction activities. Such activities may include, but are not limited to: Schedule and/or Claims Analysis, Emergency Response support, ultrasonic weld testing, sampling and testing of hazardous materials not anticipated in the contract, detailed analysis of differing or unusual site conditions, management of project web pages, and training of State personnel.

- Provide personnel experienced in Schedule/Claims Analysis. Personnel must be approved by the VTrans Construction Engineer to conduct this work. A resume shall be provided by the CONTRACTOR at the time a personnel request is made. The CONTRACTOR shall demonstrate the proficiency of proposed personnel. Proficiency expectations are as follows:
 - A. Schedule Analysis: Personnel will be proficient in analyzing construction sequencing, equipment operations and limitations, crew sizing, and critical path scheduling. Written reports detailing the analysis will be required.
 - B. Claims Analysis: Personnel will be proficient in analyzing construction claims. A thorough understanding and experience in contract interpretation is expected. Written reports detailing the analysis will be required.

b. Construction Quality Assurance Services for Design-Build Projects:

The CONTRACTOR may be requested to provide Construction Quality Assurance services for Design-Build projects. The expected services will be provided by a team of professionals led by the Construction Quality Assurance Manager. The QAM and the team will be assigned to design-build project sites, and the QAM will report to the VTrans Resident Engineer. Neither the QAM nor the team members shall provide any services to the Design-Build team on the project.

II. CONTRACTOR Personnel Qualifications:

The CONTRACTOR shall ensure that qualified personnel are available during project working hours, which may include nights and weekends. The CONTRACTOR staff shall be responsible for on-site inspections and progress monitoring to ensure that the Contractor is in conformance with the contract.

Personnel provided by the CONTRACTOR for the following Classifications shall meet the minimum qualifications for that classification, as defined in *Appendix B*. Resumes submitted for each individual shall identify eligible Classifications.

All requests for CONTRACTOR personnel reclassification must be reviewed and approved by either the Regional Construction Engineer, Construction Engineer, or Construction & Materials Bureau Director.

Engineering and Technical – Inspection services

- *Civil Engineer I
- *Civil Engineer II
- *Civil Engineer III
- **Civil Engineer IV

- *AOT Technician I
- *AOT Technician II
- *AOT Technician III
- *AOT Technician IV
- *AOT Technician V
- **AOT Technician VI

Administrative Services – Manuals and Website design/updates

- *Administrative Services Technician II
- *Administrative Services Technician III
- *Administrative Services Technician IV

Specialty Services – to be determined as assignments are requested.

- *Eligible for Overtime at time-and-a-half rates based on their Direct Labor Rate
- **Eligible for Overtime only at straight time rates

a. Construction Quality Assurance Manager Personnel Qualifications:

The QAM shall have a minimum of five (5) years construction QA experience; be a registered, licensed, Professional Engineer in the State of Vermont; and, be able to demonstrate relevant licensing, certifications and training.

The QAM staff shall include, but not be limited to: the QAM, Testing Technicians, and Inspection Technicians.

The QA Inspection and Testing Technicians shall hold current certifications, such as NETTCP, NICET, and ACI, for the pertinent materials testing they are assigned to perform.

b. Certification/Training Requirements:

VTrans may require that personnel involved with material sampling and testing be certified by:

- the National Institute for Certification in Engineering Technologies (NICET)
- the NorthEast Transportation Technician Certification Program (NETTCP) as a HMA Inspector, Certified by Troxler in Nuclear Gauge handling and use, Concrete Inspector, Soils and Aggregate Inspector, Soils and Aggregate Lab Technician, and American Concrete Institute (ACI).
- It is possible that a CONTRACTOR Chief Inspector/Inspector may be assigned to a structural project that contains lead paint which must be removed. A CONTRACTOR Chief Inspector/Inspector can anticipate potential lead exposure when assigned to a structural project. In the event that a need for paint treatment or removal arises, the Chief Inspector/Inspector must be current in all trainings and certifications, as required by VOSHA, the Vermont Department of Health, or other applicable regulatory agencies, including but not limited to NACE or SSPC certifications for all coating inspectors. All costs associated with CONTRACTOR employee training, protective equipment and certifications will be borne by the CONTRACTOR or the employee.
- The CONTRACTOR is required to adhere to all applicable VOSHA regulations, including, but not limited to: 29 CFR 1926/1910, Safety and Health Standards for Construction - Subsection (1926.503) Training Requirements, fall protection, trench excavation, lead abatement, etc. In addition, it is the CONTRACTOR's responsibility to make sure their personnel are properly trained and equipped. Copies of each individual's training record shall be kept on file with the VTrans Construction Engineer, the Regional Construction office, the Resident Engineer, and the Materials Section Independent Assurance Office, for the duration of the Project. (sample - Appendix C) As Certifications are renewed, copies will be forwarded as noted previously.

c. Expectations

It is expected that the CONTRACTOR will provide personnel with specific experience in environmental, paving and structural issues, traffic signaling, water and sewer line construction, other utility construction, and water quality sampling and/or testing. Chief Inspectors/Inspectors requested in the rail and aviation sector must have a working knowledge of Federal Railroad Administration and Federal Aviation Administration rules and procedures. The CONTRACTOR should be prepared to provide Chief Inspectors/Inspectors with demonstrated construction inspection experience in all aspects of rail and aviation facilities. It is not required that any one individual possess experience in all subjects, however the CONTRACTOR should have available, qualified personnel to cover services requested at any given time.

CONTRACTOR personnel are expected to be qualified to perform a variety of duties including, but not limited to: inspection, record keeping, utilizing E-books, and construction engineering activities, some examples of which follow:

- Construction surveying and staking include, but are not limited to:
 - Installation of all control points
 - Reestablishing the centerline including any detours and sidelines
 - Verification and installation of all vertical and horizontal control
 - Bridge or drainage layout
 - Initial and final sections
- Documenting quantities associated with borrow areas
- Inspection of borrow sources and material disposal areas
- Enter into SiteManager project quantities, daily work reports equipment hours, etc.; SiteManager training to be provided by CONTRACTOR firm
- Preparation of *Daily Work Reports* for the ENGINEER'S approval
- Compilations of reports and data entry for the *Bi-weekly Estimates* for the ENGINEER'S approval
- Preparation of *Written Orders* for the ENGINEER'S approval
- Preparation of *Changes of Design/Supplementary Agreements* for the ENGINEER'S approval
- Recording of materials certifications in accordance with State procedures
- Tracking of utility relocation and plotting of final utility locations on the as-built plans.
- Erosion control monitoring in accordance with applicable permits
- Monitoring of Equal Employment Opportunity and Wage Rate requirements
- Calculation and verification of the final contract quantities
- Verification of monitoring of traffic control plans
- Estimating bridge and highway construction quantities and costs from a detailed design
- Using the VTrans' Estimator[®] application to develop cost estimates of construction pay items
- Reviewing designs and plans for Value Engineering improvements
- Developing and managing construction critical path progress schedules
- Developing construction specifications
- Checking/confirming that all Final Quantities have been paid which includes: generating paperwork pertaining to Final Quantities and Extension of Time, processing paperwork related to the Final Estimate, and the routing of the Final Estimate.
- Preparation of the final as-built plans
- Documenting reasons for materials justification/disposition
- Documenting reasons for quantity overruns/underruns
- Reviewing and commenting on the clarity, consistency, completeness, and constructability of VTrans, or CONTRACTOR, developed design plans from conceptual to Contract Plans

The CONTRACTOR Inspectors shall be guided by, and perform their work in accordance with, the current versions of the following publications:

- Vermont Agency of Transportation's *Construction Manual*
- Vermont Agency of Transportation's *Materials Sampling Manual*
- Vermont Agency of Transportation's *Route Survey Manual*

The VTrans Manuals are available on-line at <http://vtrans.vermont.gov/docs>.

VTrans will provide electronic copies of Project Contract Documents, which may include, but not be limited to:

- Vermont Agency of Transportation General Special Provisions for All Projects
- Vermont Agency of Transportation Supplemental Specifications
- Special Provisions for the project
- All Federal and State Permits included within the Contract
- Vermont Agency of Transportation's **2011 Standard Specifications for Construction, or the most recent version**, if one is published during the life of a given Contract. Upon execution of the contract, VTrans will provide four (4) copies to the CONTRACTOR; any additional copies shall be at the CONTRACTOR's expense. An electronic copy of the *Standard Specifications* may be found at <http://vtrans.vermont.gov/contract-admin/construction>.

The CONTRACTOR shall be responsible for obtaining copies of any other necessary publications, including but not limited to:

- VOSHA's 29 CFR 1926/1910, Safety and Health Standards for Construction with special attention given to Subsection 1926.503, *Training Requirements*.
- Manual on Uniform Traffic Control Devices

All CONTRACTOR personnel on project serve at the pleasure of the Regional Construction Engineer. The Chief Inspector will report to and take direction from the Resident Engineer. The Chief Inspector will provide direction and oversight of the Inspectors and Office Engineers.

CONTRACTOR personnel providing services to the Montpelier Headquarters office or Materials Laboratory shall serve at the pleasure of and report to the Construction and Materials Bureau Director, Construction Engineer, Finals Engineer, Construction Services Engineer, Materials Testing and Certification Section's Independent Assurance Supervisor, HMA Materials Manager, or Concrete Materials Manager as appropriate.

If the CONTRACTOR's/SUBCONTRACTOR's Chief Inspector/Inspector continues to work on project documentation during the construction "off season" (December 1 – April 15), or past the date the Contractor begins a winter shut down, whichever comes first, regardless of location there will be no mileage reimbursement to and from that location. If the CONTRACTOR's/SUBCONTRACTOR's employee(s) are providing services to VTrans' Construction Services Unit, Finals Unit in the Montpelier Headquarters Office, or Materials Testing & Certification Section there will be no mileage reimbursement to and from the Montpelier Headquarters Office or Materials Lab in Berlin, VT unless CONTRACTOR is performing a Specialty Service as requested by the Construction & Materials Bureau Director. Mileage will be reimbursed if employee is required to visit a project site and/or attend a meeting.

Failure by the CONTRACTOR to present final documentation in accordance with the methods outlined in the latest VTrans **Construction Manual**, and/or as prescribed by the Finals Unit of the Construction Section, will be considered unacceptable and must be corrected by the CONTRACTOR at no additional expense to VTrans.

The CONTRACTOR will be expected to provide the necessary staff to the State within two (2) weeks of the date the request is issued. In the case of unforeseen circumstances requiring “Specialty Services”, the required staff may need to be available on shorter notice. Any of the CONTRACTOR’s personnel assigned to a given project shall be committed to that project for its duration, if required. The CONTRACTOR and VTrans may mutually agree to make changes in assigned staff, if necessary.

VTrans may request rates for additional specialty positions as determined by VTrans, with the rates to be reviewed and approved by the Construction & Materials Bureau Director and/or Construction Engineer. An “**Approved and Date**” line is to be included in the request letter for the Bureau Director/Construction Engineer to authorize. A copy will be distributed back to the CONTRACTOR. Any request for SUBCONTRACTOR services to be performed under this contract must have prior written approval by the Bureau Director/Construction Engineer before the CONTRACTOR signs an agreement with the SUBCONTRACTOR. All requests will have “**Approved and Date**” lines included for sign off.

III. CONTRACTOR Provided Equipment:

The CONTRACTOR shall furnish their employees with all necessary personal engineering supplies and equipment required for them to perform their job. This shall include, but not be limited to:

- CONTRACTOR staff shall bring all VOSHA required/recommended personal protective equipment applicable to the project. All costs associated with CONTRACTOR employee’s protective equipment will be paid for either by the CONTRACTOR or the employee.
- Tools as necessary to perform the job required. Tools may include, but not limited to:
 - Hand level
 - Plumb bob
 - Rain gear
 - Scientific calculator
 - Necessary basic office supplies (including, but not limited to: pens, pencils, colored pencils, paper, Flash Drive, etc.) for use during inspection documentation.
 - Drafting tools
 - Metric/English folding rule
 - Metric/English tape measure and/or measuring wheel
 - Amber light for personal vehicle(s)
- Cell phone – number to be provided to the ENGINEER, VTrans Regional Construction Office and the Montpelier Headquarters Office - Construction Executive Services Coordinator
- Laptop computer compatible with all software VTrans Construction Section utilizes for the duration of this contract.
 - The CONTRACTOR will provide any upgrades to the software during the life of the Contract. It is the responsibility of the CONTRACTOR to contact VTrans during the life of the Contract to determine the specifics of the software versions currently in use by and acceptable to VTrans.
 - The CONTRACTOR will maintain an e-mail address for any CONTRACTOR Inspector assigned to a VTrans project, for the duration of that assignment. The e-mail address shall be provided to the ENGINEER and VTrans Regional Construction office.
 - The CONTRACTOR shall transfer all project related documents to the ENGINEER electronically as agreed to by VTrans.

IV. Work Authorization / Letter of Authorization

A Letter of Authorization will be issued for each assignment made under this contract. The Letter of Authorization will include the following information:

- Assignment/Project Name
- Assignment/Project Number
- Duration of Assignment
- Effective Date
- CONTRACTOR Employee's Name
- Classification
- Duration of the Assignment; Letter of Authorization is valid only for this duration period; duration timeframe can be adjusted as needed.

V. Invoices

Once under contract, the CONTRACTOR shall abide by the following procedure for submitting invoices to VTrans for reimbursement of services rendered:

CONTRACTOR or any SUBCONTRACTOR(s) personnel shall not be paid travel time to or from the project location, or facility where the CONTRACTOR is providing services. If CONTRACTOR/SUBCONTRACTOR personnel are working on multiple projects throughout the day, time to travel between projects and on project will be compensated. Travel time may be considered for Specialty Services or training which have been requested and approved in writing by VTrans prior to utilization or invoicing of said services/training under this contract. No meals will be reimbursed during a Specialty Service assignment unless there is overnight lodging required/involved with the assignment.

Mileage within the State of Vermont will be reimbursed at the current State rate unless the CONTRACTOR can justify otherwise for crew vehicles. Mileage and travel time will not be reimbursed for assignments to a Construction Field Office, Regional Construction Office, or the Montpelier Headquarters while performing final paperwork on any construction project, nor the Montpelier Headquarters Office and Materials Certification and Testing facility while performing work for the Construction Services Unit, Finals Units, or Materials Certification and Testing Section. Mileage reimbursement may be provided for CONTRACTOR assignees performing necessary site visits to verify field conditions/quantities depicted on plans being reviewed or finalized, and to attend meetings as requested.

Specialty Services will be eligible for mileage reimbursement at the current State rate. Travel time for Specialty Services may be eligible for reimbursement with prior written approval from VTrans.

Current State rates can be found at the following site:

<http://humanresources.vermont.gov/compensation/expense-reimbursement>

The CONTRACTOR may propose renting/leasing a vehicle as an alternative to the mileage reimbursement described above. The CONTRACTOR shall submit a cost proposal to the Regional Construction Engineer for approval, demonstrating the cost effectiveness of this approach based on the specific requirements of the assignment. The proposal will include a fuel cost component containing a fixed rate fuel allowance for reimbursement. The analysis will be based on published fuel economy data for the specific vehicle and the estimated mileage for the assignment. Vehicles leased for the purposes of this agreement shall be used

exclusively for the project assignment. The Regional Construction Engineer is responsible for approving or rejecting the proposed rental/lease. The proposed rental/leasing option will be provided by the CONTRACTOR during the cost negotiation process that immediately follows the award of the assignment based on the Work Order Request.

No work shall be reimbursed without an approved Letter of Authorization provided by Contract Administration upon the request of the Resident Engineer. All Federal and State observed Holidays are non-reimbursable unless the contractor is working and the ENGINEER requires the CONTRACTOR employee to be on site.

Lodging:

Lodging may be obtained at hotels, motels, or tourist homes, and will be reimbursed at actual cost. Receipts are required for reimbursement of lodging expenses. Many hotels and motels offer special government rates, and it is expected that CONTRACTOR employees will avail themselves of these rates. Two or more employees may occupy a room, with each paying and receiving reimbursement for their pro-rated share of the room expenses only.

The following special travel and lodging conditions may occur:

1. In the selection of lodging, consideration will be given to selecting the location that requires the least amount of travel to obtain meals and arrive at the project.
2. A CONTRACTOR employee whose home is at least 80 miles from the project, and whose presence on the project is required by 7:00 AM on Monday will be allowed to travel to the project on Sunday night and receive reimbursement for the lodging.
3. It is anticipated that these will be rare cases that must be coordinated with and approved by the Regional Construction Engineer prior to incurring the expense.

On occasion, a CONTRACTOR may request the rental of an apartment or a house, henceforth referred to as a "unit." With the recommendation of the Regional Construction Engineer and the approval of the Construction Engineer, a CONTRACTOR may be authorized to be reimbursed for a "unit," provided the following conditions are met:

1. A cost analysis is submitted to VTrans which demonstrates that the rental of a unit is a cost-savings to the State.
2. CONTRACTOR's shall not be reimbursed for staying at their primary residence, at personally-owned property, or the residence of a relative or friend.
3. The individual acknowledges that they are entering into the rental agreement at their own risk. The CONTRACTOR takes full responsibility for all costs associated with the rental of the "unit" not addressed in the approved cost analysis. If the individual's assignment changes and the "unit" is no longer needed, the State will not be liable for any outstanding costs or deposits due to the lease of the unit.
4. A CONTRACTOR on leave will not be eligible for lodging reimbursement. An amount proportionate to the number of days worked as compared to the days on leave may be reimbursed with approval. This

amount may be adjusted if a cost analysis shows that a higher proportion continues to be a cost-savings to the State.

5. A “unit” that has been authorized for reimbursement shall not be subleased while a CONTRACTOR is receiving reimbursement for that “unit” without prior additional authorization of the sublease.
6. Approval may be rescinded for any rental reimbursement agreement at any time if VTrans deems it in the best interest of the State

The CONTRACTOR shall submit a **monthly invoice** (*Appendix D*) for services rendered. The CONTRACTOR must submit the Invoice **no later than 30 days from** the last day of the period covered. A separate invoice for each project shall show a detailed breakdown of labor and direct expenses incurred by each employee. Invoices shall be sequentially numbered, dated, and indicate the time period during which the services were performed and expenses incurred. In addition, the CONTRACTOR shall provide a summary sheet that lists all projects on which work has been performed, as well as indicating previous charges, current charges, and total charges to date. The CONTRACTOR shall submit the invoice(s) electronically in .pdf format for payment to the VTrans Contract Administration Department at aot.contractadministrators@vermont.gov along with a summary sheet.

The following information shall be included on each invoice coversheet as follows (sample attached - Appendix D):

- Firm Name and Address
- Contact Information
 - Contact person
 - Telephone Number
 - Telefax Number
 - E-mail of contact person
- Contract Number
- Total Billed to Date
- Total Previously Billed
- Timeframe covered by Invoice
- Invoice Date
- Invoice Number (to be numbered sequentially)
- VTrans Project Name and Number
- Work Authorization Number (Letter of Authorization)
- Employee Name
- Dates Employee is authorized to work per the Letter of Authorization (example – 7/1/15 – 12/31/15)
- Employee Classification
- Breakdown of Time –
 - Straight Time Labor (number of hours, rate/hour)
 - Overtime Labor – (number of hours, rate/hour)
 - Subtotal of all Labor
 - Breakdown of Expenses (expense sheet to include: miles/meals/lodging)
 - Mileage
 - Meals
 - Lodging

- Subtotal of all expenses
- Invoice Total
- Signature of authorized CONTRACTOR firm official

All Time and Expense sheets provided must fall within the timeframe covered by the invoice. Employee hours and expenses will be reported by date, and must be signed and dated by the CONTRACTOR employee and VTrans representative (ENGINEER/ Project Supervisor/ Regional Construction Engineer/ Construction Services Engineer/ Construction & Materials Bureau Director/ Construction Engineer) on a weekly basis. If lodging is involved, a copy of the paid receipt must be included.

No invoice time period may span more than one fiscal year. The State fiscal year begins July 1.

All invoices shall be signed by an authorized CONTRACTOR firm official.

The CONTRACTOR shall also submit electronically, in a .pdf format, to the attention of VTrans Construction & Materials Bureau Director the CONTRACTOR Monthly Summary Report (*Appendix E*). This report shall be sent via the Administrative Services Technician with the VTrans Construction Section (concurrent with the submission to the Highway Division Business Office). Once under Contract, the CONTRACTOR will be supplied with the appropriate contact and e-mail address. The CONTRACTOR must submit a Monthly Summary Report no later than 30 days from the last day of the timeframe covered. This report shall include the following information (sample attached - Appendix D):

- CONTRACTOR Firm Name
- Contract Number
- Contract Maximum Limiting Amount
- Date of Invoice
- Invoice Number
- Time Frame covered by the Invoice
- Assignment/Project Name and Number
- Work Authorization Number (Letter of Authorization)
- Employee's Name
- Employee's Classification
- Regular Hours – total amount by employee per project
- Overtime Hours – total amount by employee per project
- Expenses – total amount by employee per employee
- Current Invoice Total
- Total Invoiced to Date
- Remaining Contract Amount

VI. CONFLICTS OF INTEREST

The CONTRACTOR is responsible for disclosing and reporting any and all potential or actual conflicts of interest, including the appearance of a potential or actual conflict of interest promptly to the VTrans' Program Manager. Where possible, such conflicts should be disclosed prior to the CONTRACTOR's performance of work under the contract. A conflict of interest is a pecuniary interest or the appearance thereof, in the award or performance of a contract, or such an interest, known to the employee, by a member of his/her current or

former family or household, or a business associate. See “Bulletin 3.5, State of Vermont, Agency of Administration, Contracting Procedures”.

Federal regulations also define conflict of interest as “a situation in which [the CONTRACTOR] has a financial interest, personal activity or relationship that could impair the [CONTRACTORS’s] ability to act impartially and in the best interest of the Government when performing under the contract.” See 48 C.F.R. 3.1101. Financial interests, for example, include stock ownership, a prospective employment interest or a gift from a CONTRACTOR.

The CONTRACTOR will not be allowed to provide Consultant Services to VTrans’ Contractors on projects whereby the CONTRACTOR has employees assigned at any time.

VII. RETENTION OF RECORDS

Under 2 CFR 200.333-200.337 and The Standard State Contract Provisions: The CONTRACTOR will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is initiated before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement. Copies of these documents shall be furnished upon request.

Field Assignment Matrix			Appendix A	
Activity	Resident Engineer	Chief Inspector	Inspector	Office Engineer
<u>Plan Reviews before Contract</u>				
Constructability issues	X			
Special provisions check	X			
Contract date- does it work	X			
<u>Plan and Special Provision Review after award.</u>				
Detail plan review and tabbing	X			
Contract review and tabbing	X			
Submittal checklist spread sheet set up - email to contractor	X			
Acquire Design Folder				X
Check permit dates		X		
Get ASTM or AASHTO Standards as referenced in contract				X
Identify the clear zone		X		
Get MUTCD from contractor if required				X
<u>Pre-Construction Prep</u>				
Contact DTA	X			
Drive through w/ District Foreman		X		
Speed Limit Reduction certificate request				X
Identify Special construction requirements		X		
Review Permits		X		
<u>Initial Survey</u>				
Contact Survey Section for baseline layout		X		
Verify traverse points		X		
Acquire stakes, hubs, and paint		X		
Perform bench run		X		
Upload or enter survey file in Data collector		X		
Install centerline of bearing line o/s		X		
Install additional traverse points as required		X		
<u>Project Setup</u>				
Contact/communicate with contractor on location of FO	X			
Communicate on FO phone, power and office equip.				X
Verify offsite activity paperwork for accuracy and completeness				X
Offsite activities for waste/borrow/staging areas/FO		X		
Take Project photos prior to construction.		X		
Speak with property owners	X			
Field Assignment Matrix			Appendix A	

Activity	Resident Engineer	Chief Inspector	Inspector	Office Engineer
Existing sign inventory			X	
Existing Guardrail removal measurements			X	
Inventory (Ditching, drainage, GR, Signs, etc.)			X	
Measure/note salvage material to operations or town			X	
Print Item Detail list from site-manager and setup books				X
Complete 511 form				X
Complete roadway restriction form				X
Complete OT authorization form	X			
Sign Stakeout			X	
Check status and/or requests of subcontract agreements				X
Verify certification checklist for accuracy		X		
Check sampling checklist for accuracy		X		
Start Concrete Log				X
Setup weather log				X
Setup Rain gauge				X
Setup project folders				X
Request Speed Enforcement from VSP	X			
Verify contractor has contacted dig safe/Ops/Local for utilities		X		
Identify lighting issues- supplemental lighting required		X		
Request U-turn authorization				X
<u>Civil Rights Payroll</u>				
Verify payroll				X
Interview employee				X
Complete forms and post to Civil Rights				X
Email Civil Rights with clarifications				X
<u>OJT</u>				
Interview meeting	X			
Employee check up				X
checking status of OJT log				X
Payments to contractor/verify training				X
Communication with Civil Rights throughout	X			
<u>Field Operations</u>				
Communicate with Superintendent of daily activity		X		
Weather cancellation documentation	X			
Traffic control setup and condition check			X	
Daily survey requirement determination		X		
Coordination with Regional Soils Tech for field sampling		X		
Field Assignment Matrix		Appendix A		
Activity	Resident Engineer	Chief Inspector	Inspector	Office Engineer

Submittals & Responses				
Tracking of all submittals				X
CPM Schedule Review & forward	X			
Traffic Control Plan Review & forward	X			
EPSC Plan Review & forward	X			
Cofferdams/excavations review and forward	X			
Formwork review and forward	X			
Bituminous/Concrete Mix Design verify status		X		
Welding procedures review and forward	X			
Erection plans review and forward	X			
Precast Structures verify status		X		
Bearings verify status		X		
Structural Steel verify status		X		
Drilled Shafts review and forward	X			
Project Environmental Permits		X		
Stockpile review and forward				X
Temporary bridge review and forward	X			
Specialty subcontractors - review resumes/qualifications	X			
Supervisory				
Annual Evaluations of State/Consultant personnel	X			
Timesheet approval of State/Consultant personnel	X			
Expense approval of State/Consultant personnel	X			
Train Personnel	X			
Staff meetings	X			
Scheduling of personnel and assignments	X			
Ensure staff performs duties in a safe manner	X			
Certification and Sampling				
Check status of material certification checklist with SM items				X
Check status of material sampling checklist				X
Sample results are being recorded in the materials record				X
Maintain certification log				X
Process IA verification request		X		
Receive and Process material failure notification	X			
Communicate with Montpelier on status of missing certifications				X
Field Assignment Matrix				Appendix A
Activity	Resident Engineer	Chief Inspector	Inspector	Office Engineer
Process non-compliance notifications	X			
Field verify material certifications			X	
Perform material testing and sampling			X	

Core Sampling generation		X		
Locating Core locations in Field		X		
Fill out Material Sample paper work (Cert. Of Compliance)		X		
SiteManager Sample entry				X
Fill out TA 555, 556, & 557 and small quantity forms				X
Verify approved product requirements		X		
Initial Project Sampling Memo				X
Notes and disposition of failing materials	X			
Scheduling w/ Regional Soil Technicians		X		
Review Sample results		X		
<u>Project Completion</u>				
Final Inspection Punch List	X			
Review Project Checklist with Regional Tech	X			
Project Box to Finals	X			

AOT TECHNICIAN I

Class Definition: Technical and administrative work at an entry level for the Agency of Transportation. Work assignments include routine and repetitive activities in construction inspection, field surveys, road and bridge design, hydraulic studies, materials testing, traffic and safety, environmental studies, planning, property administration and contract administration. Assignments are performed under general supervision of a higher-level technician, engineer, or administrative supervisor. New assignments are performed under close supervision. There are no supervisory responsibilities.

Examples of Work: Inspects earthwork construction. Performs soil gradation tests. Tests soils densities using the sand cone method. Operates survey instruments for basic and intermediate level field surveys. Calculates design quantities. Tests densities using the nuclear gauge. May assist in the review of proposals for traffic signs and signals. Assists other technicians and engineers with field measurements, investigations and inspections; land surveying; environmental measurements, and sampling. May assist in the development of site evaluation, inspection and investigation reports, drafting plans and specifications utilizing Computer Assisted Design & Drafting (CADD). May participate in work groups and coordinate assignments with other staff. Performs related duties as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Class incumbents may be required to carry equipment weighing up to 40 pounds, traverse rough, wooded and steep terrain, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions.

Minimum Qualifications

Knowledge, Skills and Abilities: Knowledge of basic mathematics including calculations of areas and volumes.

- Awareness of transportation construction and maintenance technology.
- Ability to maintain logs and records and to prepare clear, effective reports.
- Ability to learn to operate and maintain assigned equipment.
- Ability to read and interpret maps and engineering plans.
- Ability to perform compliance inspections.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships.

Education and Experience: Associate's degree in civil engineering, environmental technology, engineering technology, surveying, construction technology, or architecture.

OR

High school graduation or equivalent and two years of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, investigation, maintenance or construction of various types of civil engineering projects.

Special Requirements: N/A

AOT TECHNICIAN II

Class Definition: Technical and administrative work for the Agency of Transportation. Technicians at this level are provided general supervision on intermediate level technical work assignments and close supervision on complex assignments. Work assignments include construction inspection, field surveys, road and bridge design, hydraulic studies, materials testing, traffic and safety, environmental studies, planning, property administration and contract administration activities. Work at this level differs from the higher-level technicians in the level of independence and from lower level technicians in the level of expertise and breadth of knowledge required. Work is reviewed by a higher-level technician, engineer, or administrative supervisor.

Examples of Work: Operates survey instruments for intermediate and complex level field surveys. Prepares construction and Right-of-Way (ROW) plans for highways and bridges utilizing Computer Assisted Design & Drafting (CADD). Performs tests of aggregates (other than gradation), concrete, and bituminous concrete. Conducts traffic studies for intersections. Develops pavement-marking plans. May assist in the preparation of categorical exclusion statements related to highway projects. May assist in the preparation of court plats. May assist in the preparation of utility permits. May operate a digital-bar-code level and GPS equipment. Performs other related work as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards, and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Class incumbents may be required to carry equipment weighing up to 40 pounds, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions.

Minimum Qualifications

Knowledge, Skills and Abilities: Knowledge in at least one transportation engineering technology field such as highway construction, design, traffic, surveys, bridge safety or materials.

Awareness of the uses of computers in transportation construction and maintenance activities.

Ability to mathematically compute all areas and volumes, select proper techniques and calculate basic probabilities.

Ability to coordinate work efforts with the general public, private contractors, and other federal, state and local agencies.

Ability to conduct and record advanced materials tests.

Ability to carry out the data collections, data confirmations, plotting, and drafting necessary to prepare plans.

Ability to translate technical material into layman's terms.

Ability to maintain diaries and records and to prepare clear effective reports.

Ability to establish and maintain effective working relationships.

Ability to communicate effectively, both orally and in writing.

Education and Experience: Associate's degree in civil engineering, environmental engineering, engineering technology, surveying, construction technology, architecture, and one year experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, investigation, maintenance or construction of various types of civil engineering projects.

OR

High school graduation or equivalent and three years of experience as described above.

OR

One year as an AOT Technician I with the State of Vermont.

Special Requirements: N/A

AOT TECHNICIAN III

Class Definition: Advanced technical and administrative work for the Agency of Transportation. Duties involve the gathering, processing, and management of technical data and records using computerized systems and technology; equipment maintenance, field inspections, surveys, designs, plan review and traffic and safety studies. Employees in this

class act with substantial independence and may function in a lead worker role. Work is performed under the direction of a higher-level technician, engineer, or an administrative supervisor.

Examples of Work: May act as party chief for all types of surveys, including layouts, staking and checking. Inspects roadway and structure construction. Develops preliminary designs for roadway and structures projects. May perform bridge and roadway design calculations and conduct safety inspections. May perform bituminous and structural concrete testing. May supervise the collection and validation of a variety of traffic, engineering, and economic data. May conduct hydraulic and hydrological analysis. May develop traffic signal plans. May serve as resident engineer on construction projects. May prepare plans and specifications for underground utility facilities. Performs other related work as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards, and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Class incumbents may be required to carry equipment weighing up to 40 pounds, traverse rough, wooded and steep terrain, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions.

Minimum Qualifications

Knowledge, Skills and Abilities: Working knowledge of transportation engineering technology including areas such as roadway construction, design, traffic operations, surveys, or materials.

Knowledge of materials used in roadways and bridge construction.

Knowledge of basic contract and project management practices and procedures.

Awareness of supervisory principles and practices.

Ability to monitor both agency and construction compliance to plans and contract specifications.

Ability to complete assigned work in an accurate and timely fashion.

Ability to communicate effectively orally and in writing.

Ability to establish and maintain effective working relationships.

Education and Experience: Associate's degree in civil engineering, environmental technology, engineering technology, surveying, construction technology, or architecture, and two years' experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, investigation, maintenance or construction of various types of civil engineering projects.

OR

High school graduation or equivalent and four years of experience as described above.

OR

Two years as an AOT Technician II with the State of Vermont.

Special Requirements: N/A

AOT TECHNICIAN IV

Class Definition: Advanced technical and administrative work performed with considerable independence in a variety of specialties for the Agency of Transportation. Requires independent judgment in selecting, adapting, and designing techniques to solve problems associated with planning, designing, constructing, and operating transportation facilities. Incumbent may exercise supervision over technicians and engineers. Work is performed under the direction of a higher-level technician, engineer, or an administrative supervisor.

Examples of Work: Responsible for the completion of assigned projects from beginning to end. May act as consultant to local governments, ensuring that contractors meet standards, assisting with project design and site selection and identifying grant opportunities. May prepare structure, roadway, railway, and airport designs and contract documents. Applies Agency guidelines in completing routine environmental, location, utility, traffic and related analyses and developments. May complete field surveys for roadway, rail, structures, airport facility projects, and property surveys. Performs materials testing. May serve as construction resident engineer. May perform hydraulic analysis and design and prepare reports. Performs other related duties as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards, and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Class incumbents may be required to carry equipment weighing up to 40 pounds, traverse rough, wooded and steep terrain, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions. Attendance at public meetings as an agency representative may be required. Some public speaking may be needed. Strong differences of opinion may be encountered with contractors, property owners, and the general public. Overtime needs are predictable.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge in transportation engineering technology areas such as roadway and structure construction, design, traffic operations, surveys, or materials.

Considerable knowledge of project management practices and procedures.

Working knowledge of administrative principles and practices.

Ability to read, interpret, and explain complex regulations, plans, and specifications.

Ability to evaluate the need for and to prepare change orders in projects.

Ability to secure compliance from private contractors on major projects.

Ability to plan, assign, supervise, and review the work assigned staff.

Ability to communicate effectively orally and in writing.

Ability to establish and maintain effective working relationships.

Education and Experience: Associates Degree in civil engineering, environmental technology, engineering technology, surveying, construction technology or architecture AND three years of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, materials investigation, maintenance or construction of various types of civil engineering projects.

High school graduation or equivalent and five years of experience as described above.

Three years of experience as an AOT Technician III with the State of Vermont.

Special Requirements: N/A

AOT TECHNICIAN V

Class Definition: Advanced technical, administrative and consultative work performed with a high degree of independence in a variety of specialties for the Agency of Transportation. An incumbent receives only general supervision on the most complex sub professional work and is responsible for projects requiring independent judgment in selecting, adapting, and as necessary; designing techniques to solve problems associated with planning, designing, constructing, and operating transportation facilities. Work is performed under the direction of a higher-level technician, engineer, or an administrative supervisor.

Examples of Work: Responsible for the completion of large or complex projects from beginning to end. May act as consultant to local governments, ensuring that contractors meet standards, assisting with project design and site selection and identifying grant opportunities. May act as resident engineer. May serve as a design squad or unit leader in such areas as project design, land surveys, contract administration, materials testing and short and long-term planning. May supervise technical and administrative staff. May attend and make presentations at a variety of public hearings. May serve as CADD Support Specialist. May serve as Mapping and GIS Specialist. Performs related duties as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards, and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Incumbents may be required to carry equipment weighing up to 40 pounds, traverse rough, wooded, and steep terrain, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions. Attendance at public meetings as an agency representative may be required. Some public speaking may be needed. May encounter hostile attitudes on the part of contractors, property owners, and the general public. Incumbents should possess private means of transportation. Overtime needs are predictable.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge in at least two transportation engineering technology areas such as highway construction, design, traffic operations, surveys, or materials.

Considerable knowledge of project and program management practices and procedures.

Working knowledge of administrative principles and practices.

Ability to read, interpret, and explain complex regulations, plans, and specifications.

Ability to evaluate the need for and to prepare change orders in projects.

Ability to secure compliance from private contractors on major projects.

Ability to plan, assign, supervise, and review the work of assigned staff.

Ability to communicate effectively orally and in writing.

Ability to establish and maintain effective working relationships.

Education and Experience:

Associate's degree in civil engineering, environmental technology, engineering technology, surveying, construction technology, or architecture AND four (4) years or more of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, investigation, maintenance or construction of various types of civil engineering projects.

OR

High School diploma or equivalent AND six (6) years or more of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, investigation, maintenance or construction of various types of civil engineering projects.

OR

Four (4) years or more of experience as an AOT Technician IV with the State of Vermont.

Special Requirements: N/A

AOT TECHNICIAN VI

Class Definition: Advanced technical, administrative, and consultative work performed with a high degree of independence for the Agency of Transportation. An incumbent with minimal supervision on assigned projects with work generally reviewed after completion. Supervision may be exercised over technical and maintenance employees. Work is performed under the direction of a senior engineer, section chief, or project manager.

Examples of Work: Responsible for the successful completion of very complex projects. Acts as a consultant to contractors and local governments on a wide-range of projects. Serves as a resident engineer. May serve as a design squad or section leader in such areas as project design, land surveys, contract administration, materials testing, district maintenance, and short and long-term planning. May supervise technical, administrative and maintenance staff. May appear at public hearings and act as the Agency representative at town and municipal meetings. Performs related duties as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards, and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Class incumbents may be required to carry equipment weighing up to 40 pounds, traverse rough, wooded, or steep terrain, travel in boats or work on structures above ground level. Duties may also require exposure to extreme weather conditions. Attendance at public meetings as an agency representative where strong adversarial opinions may be encountered. Some public speaking may be needed. Overtime needs are predictable.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge in transportation engineering technology areas such as roadway construction, design, traffic operations, surveys, or materials.

Considerable knowledge of project management practices and procedures.

Considerable knowledge of administrative principles and practices.

Ability to read, interpret, and explain complex regulations, plans, and specifications.

Ability to evaluate the need for and to prepare change orders in projects.

Ability to secure compliance from private contractors on major projects.

Ability to plan, assign, supervise, and review the work of assigned staff.

Ability to communicate effectively orally and in writing.

Ability to establish and maintain effective working relationships.

Education and Experience:

Associate's degree in civil engineering, environmental technology, engineering technology, surveying, construction technology or architecture AND five (5) years or more of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, materials investigation, maintenance or construction of various types of civil engineering projects.

OR

High School diploma or equivalent AND seven (7) years or more of experience performing engineering support tasks involved in one or more of the following: planning, surveying, design, inspection, construction, research and statistics, testing, materials investigation, maintenance or construction of various types of civil engineering projects.

OR

Five (5) years or more of experience as an AOT Technician V with the State of Vermont.

Special Requirements: N/A

CIVIL ENGINEER I

Class Definition: Engineering work at an entry level for the Agency of Transportation. Duties involve the engineering review and analysis of transportation plans, designs and activities, and the evaluation of technical data in a variety of department regulatory and engineering projects. Duties may also entail assisting other engineers and technicians in the collection and analysis of engineering data, and the preparation and evaluation of engineering design and construction plans and specifications. Exercise of judgment is generally limited to work details and making preliminary selections of technical alternatives best applied to well defined tasks. Work is performed under the supervision of a higher-level technician, engineer or administrative supervisor.

Examples of Work: Assists in the planning, development, design and implementation of engineering plans and projects. Assists in the engineering review and analysis of proposed projects and plans for consistency with policies, statutes, regulations, rules, and impact. Assists in research and the collection and analysis of data; may enter information into and maintain databases, and draft reports. Participates in fieldwork, assisting in project reviews, site inspections, investigations and the preparation of draft recommendations. Assists in the processing and engineering review of applications. Assists in the construction inspection and documentation of work completed. Performs related duties as required.

Environmental Factors: Duties are largely performed in office and field settings. Incumbents should possess private means of transportation. Fieldwork may involve exposure to hazardous materials, traffic hazards and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Some work outside of regular working hours may be required. Strong and conflicting opinions may be encountered.

Minimum Qualifications

Knowledge, Skills and Abilities: Working knowledge of civil engineering principles and practices.

Working knowledge of commonly used civil engineering construction principles, practices and materials.

Working knowledge of commonly used civil engineering materials testing equipment and procedures.

Knowledge of computer uses and potential in data management and project planning and performance of engineering functions.

Ability to communicate effectively both orally and in writing.

Ability to establish and maintain effective working relationships.

Ability to accurately compile, interpret and apply a variety of field notes, data tables and other information to civil engineering problems

Ability to read and correctly interpret engineering plans and specifications.

Ability to understand and interpret complex and technical information

Education and Experience:

Bachelor's degree in civil engineering.

OR

Bachelor's degree in any field of engineering AND EITHER one (1) year or more of professional civil engineering work

OR one (1) year or more of technical experience performing engineering support tasks involved in the planning, surveying, design, inspection, construction, research and statistics, testing, investigation, and maintenance of various types of civil engineering projects or operations.

OR

Registration as a Professional Engineer (PE).

OR

College senior in the final semester majoring in civil engineering.

Special Requirements: N/A

CIVIL ENGINEER II

Class Definition: Engineering work at a basic professional level for the Agency of Transportation. Duties involve the engineering review, design and analysis of projects, activities, and data in a variety of Agency engineering projects. Duties entail the collection and analysis of engineering data, and the preparation and evaluation of engineering design and construction plans and specifications. Work at this level differs from higher-level engineers in the scope of projects and level of independence and from lower level engineers in the level of expertise and breadth of knowledge required. Work is performed under the supervision of a higher level technician, engineer or administrative supervisor.

Examples of Work: Under the general guidance and review of a supervisor plans, develops, and implements engineering plans and projects. Designs or checks the design of complex roadway and bridge projects. Reviews and analyzes proposed projects and plans for consistency with policies, statutes, regulations, rules, and impact. Researches, collects, analyses, and enters information into and maintains databases, and drafts reports. May prepare impact statements and recommendations for corrective actions or alternatives. Participates in fieldwork, including project reviews, site inspections, investigations, and the preparation of draft recommendations. May prepare recommended project schedules and staffing plans. Evaluates potential engineering computer application and current capabilities recommends projects and applications. Trains technicians in the less complex principles of civil engineering as they apply to the planning, materials, design, construction and maintenance operations for which they are responsible. Acts as Assistant to the Resident Engineer on construction projects or functions as the Resident Engineer on small construction projects. Performs related duties as required.

Environmental Factors: Duties are largely performed in office and field settings. Incumbents should possess private means of transportation. Fieldwork may involve exposure to hazardous materials, traffic hazards and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Some work outside of regular working hours may be required. Strong and conflicting opinions may be encountered.

Minimum Qualifications

Knowledge, Skills and Abilities: Working knowledge of civil engineering principles and practices as used in transportation planning, design, construction, reconstruction and rehabilitation projects.

Working knowledge of transportation field inspection practices and procedures.

Working knowledge of planning principles and procedures.

Working knowledge of data gathering techniques and various systems for organizing and interpreting such data.

Working knowledge of computer uses and potential in data management, project planning, and in the performance of engineering functions.

Ability to read, understand and evaluate engineering plans and specifications.

Ability to conduct and correctly interpret physical property and chemical tests.

Ability to communicate effectively both orally and in writing.

Ability to read and understand technical writing.

Ability to understand and interpret complex and technical information.

Ability to establish and maintain effective working relationships.

Education and Experience:

Bachelor's degree in civil engineering or registration as a Professional Engineer (PE) and either one year of professional experience in civil engineering or two years of technical experience performing engineering support tasks involved in the planning, surveying, design, inspection, construction, research and statistics, testing, investigation, or maintenance of various types of civil engineering projects or operations. Graduate

CIVIL ENGINEER II - Continued

Course work in civil engineering may be substituted for up to one year of the experience requirement on a semester for six months basis

OR

Bachelor's degree in any field of engineering and either two years of professional engineering work or two years as a technician performing engineering support tasks involved in planning, surveying, design, roadway and bridge construction inspection, research and analysis, materials testing, and investigation. Graduate coursework in civil engineering may be substituted for up to one year of the experience requirement on a semester for six months basis.

OR

One year as a Civil Engineer I in the Agency of Transportation with the State of Vermont.

Special Requirements: N/A

CIVIL ENGINEER III

Class Definition: Engineering work at a journey professional level for the Agency of Transportation. Duties involve the engineering review, design and analysis of projects, activities, and data in a variety of Agency engineering projects. Duties entail the collection and analysis of engineering data, evaluation of conceptual engineering plans and the preparation and evaluation of engineering design and construction plans and specifications. Work at this level differs from lower level engineers in the complexity of projects; degree of independence, responsibility, and accountability; and level of expertise and breadth of knowledge required. May act as a lead worker, overseeing the work of temporary, contractual, or classified employees at a lower level. Work is performed under the general supervision of a higher-level technician, engineer or administrative supervisor.

Examples of Work: Independently, following general policies and guidance, plans, develops, and implements engineering plans and projects. Reviews and analyzes proposed projects and plans for consistency with policies, statutes, regulations, rules, and impact. Researches, collects, analyzes, and enters information into and maintains databases, and prepares reports. Conducts field work, including project reviews, site inspections and plans review. Participates in the training of staff, and represents the state in public meetings. Recommends technical and administrative program changes. May serve as a Resident Engineer on construction projects. Performs related duties as required.

Environmental Factors: Duties are largely performed in an office and field setting. Private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Some work outside of regular working hours, including attendance at public meetings, may be required. Strong differences of opinion may be encountered on a regular basis.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge of civil engineering principles and practices.

Considerable knowledge of engineering systems analysis and evaluation.

Considerable knowledge of planning principles and procedures.

Considerable knowledge of data gathering techniques and various systems for organizing and interpreting such data.

Considerable knowledge of equipment and materials used in civil engineering projects.

Working knowledge of computer uses and potential in data management and program planning and in the performance of engineering functions.

Knowledge of engineering economics.

Awareness of supervisory principles and practices.

Ability to carry out engineering assignments through from beginning to completion with a minimal amount of supervision.

Ability to work on multiple assignments concurrently.

Ability to read and understand engineering plans and specifications.

Ability to evaluate engineering reports, plans and specifications.

Ability to communicate effectively both orally and in writing.

Ability to read and understand technical writing.

Ability to understand and interpret complex and technical information.

Ability to plan, organize, implement, and administer data gathering systems.

Ability to establish and maintain effective working relationships.

Education and Experience:

Bachelor's degree in civil engineering OR registration as a Professional Engineer (PE) AND EITHER two (2) years or more of professional experience in civil engineering OR three (3) years or more of technical experience performing engineering support tasks involved in the planning, surveying, design, inspection,

Appendix B - JOB CLASSIFICATIONS

CIVIL ENGINEER III - Continued

construction, research and statistics, testing, investigation, or maintenance of various types of civil engineering projects or operations.

OR

Bachelor's degree in any field of engineering AND EITHER three (3) years or more of professional engineering work OR three (3) years or more as a technician performing engineering support tasks involved in planning, surveying, design, roadway and bridge construction inspection, research and analysis, materials testing, and investigation.

OR

Bachelor's degree in civil engineering or registration as a Professional Engineer (PE) AND one (1) year or more of graduate coursework in civil engineering AND EITHER one (1) year or more of professional experience in civil engineering OR two (2) years or more of technical experience performing engineering support tasks involved in the planning, surveying, design, inspection, construction, research and statistics, testing, investigation, or maintenance of various types of civil engineering projects or operations.

OR

Bachelor's degree in any field of engineering AND one (1) year or more of graduate coursework in civil engineering AND EITHER two (2) years or more of professional engineering work OR two (2) years or more as a technician performing engineering support tasks involved in planning, surveying, design, roadway and bridge construction inspection, research and analysis, materials testing, and investigation.

OR

Eighteen (18) months or more of experience as a Civil Engineer II in the Agency of Transportation with the State of Vermont.

Special Requirements: N/A

CIVIL ENGINEER IV

Class Definition: Engineering work at an advanced professional level for the Agency of Transportation. Duties involve complex tasks in the technical review and analysis of policies, projects, activities and data in a variety of engineering projects. Duties entail the collection and analysis of engineering data, evaluation of conceptual engineering plans and the preparation and evaluation of engineering design and construction plans and specifications. Work involves considerable independence in completing work assignments and greater responsibility and accountability than lower level engineer work. May provide project oversight and supervise project staff or provide expertise in a specialized engineering project. Work is performed under the general direction of a higher-level technician, engineer or administrative supervisor.

Examples of Work: Independently, following general policies and guidance, plans, develops, and implements engineering plans and projects; reviews and analyzes proposed projects and plans for consistency with policies, statutes, regulations, rules, and impact. May serve as Resident Engineer on complex construction projects. May serve as Project Engineer in the coordination and execution of consultant designed transportation projects. Researches engineering and administrative issues. Develops and maintains expertise in assigned technology or program element. Provides expert opinion, advice and training to Agency management and staff, outside parties and the public in the areas of expertise. Conducts field work, including project reviews, site inspections, investigations and makes compliance recommendations. Participates in the training of staff, and represents the state in public meetings and in legal proceedings. Recommends technical and administrative program changes. Performs related duties as required.

Environmental Factors: Duties are generally performed in both an office and field setting for which private means of transportation must be available. Fieldwork may involve exposure to hazardous materials, traffic hazards and construction sites during all weather conditions; and may involve traversing rough terrain and bodies of water. Some work outside of regular working hours, including attendance at public meetings, may be required. Strong differences of opinion may be encountered on a regular basis.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge of civil engineering principles and practices as used in transportation planning, design, construction, reconstruction or rehabilitation projects.

Considerable knowledge of engineering systems analysis and evaluation.

Considerable knowledge of the laws, regulations, rules, policies and technologies of the projects applicable to area of assignment.

Considerable knowledge of the technology and administrative procedures associated with the area of expertise assigned the position.

Considerable knowledge of planning principles and procedures.

Considerable knowledge of data gathering techniques and various systems for organizing and interpreting such data.

Working knowledge of computer uses and potential in data management and program planning and in the performance of engineering functions.

Working knowledge of engineering economics.

Ability to read and understand engineering plans and specifications.

Ability to evaluate engineering reports, plans and specifications.

Ability to communicate effectively both orally and in writing.

Ability to read and understand technical writing.

Ability to understand and interpret complex and technical information.

Ability to establish and maintain effective working relationships.

Ability to speak effectively in public form, including formal hearings and court proceedings.

Ability to train other employees in areas of assigned engineering expertise.

CIVIL ENGINEER IV - Continued

Education and Experience:

Bachelor's degree in civil engineering OR Registration as a Professional Engineer (PE) AND three (3) years or more of professional experience in civil engineering.

OR

Bachelor's degree in any field of engineering AND four (4) years or more of professional civil engineering work.

OR

Master's degree in civil engineering AND one (1) year or more of professional civil engineering work.

OR

Two (2) years or more of experience as a Civil Engineer III in the Agency of Transportation with the State of Vermont.

Special Requirements: N/A

ADMINISTRATIVE SERVICES TECHNICIAN II

Class Definition:

Performs office support duties such as typing, proofreading, data entry, procuring office supplies, filing, sorting mail, copying documents, and serving as a receptionist. Follows established methods and routine procedures with the ability to perform tasks with some independence. Work is performed under the supervision of a higher level technician or administrative superior.

Examples of Work:

Codes, collects, enters, extracts or sorts data via keyboarding. Reviews documents, reports or various forms for accuracy. Prepares correspondence, forms, reports, vouchers or other similar materials. Maintains, prepares or reviews financial, inventory, payroll or other records or reports. Provides general information to state government employees or the general public. Prepares documents for data entry or other processing. Compiles information to be used in documents or reports. Inventories and/or orders office materials or supplies. Operates personal computers, office machines or other office equipment. Receives, opens, distributes or prepares incoming or outgoing mail or parcels. Schedules appointments and/or meetings. Maintains filing systems. Answers switchboard and/or operates office phone systems. Performs receptionist duties. Performs other duties as required

Environmental Factors:

Work is performed in a standard office setting.

Minimum Qualifications

Knowledge, Skills and Abilities:

Considerable knowledge of English grammar, spelling, vocabulary, and punctuation.

Working knowledge of office practices, procedures, and equipment.

Working knowledge of filing systems and practices.

Working knowledge of record keeping systems.

Considerable knowledge of office management practices.

Ability to perform mathematical calculations.

Ability to understand and follow complex oral and written instructions.

Ability to communicate effectively both orally and in writing.

Ability to prepare both general and special reports of moderate complexity.

Ability to establish and maintain effective working relationships.

Education and Experience:

High School diploma or equivalent AND one (1) year or more of office clerical experience.

OR

High School diploma or equivalent AND completion of a vocational/technical training program in business, office administration, financial support or related area.

OR

One (1) year or more of full-time college level study in accounting, business or public administration, office administration or a related field.

OR

One (1) year or more of experience as an Administrative Services Technician I with the State of Vermont.

Special Requirements:

For some positions experience working with the VISION system (VISION is the State of Vermont PeopleSoft financial management system) may be required.

ADMINISTRATIVE SERVICES TECHNICIAN III

Class Definition:

Performs a variety of office support duties such as designing forms, surveys; preparing, checking and maintaining records, procuring office supplies, and preparing reports involving the use of multi-faceted office practices and procedures requiring interpretation and/or initiative. Work is performed under the general supervision of an administrative superior.

Examples of Work:

Receives, organizes, edits, corrects or enters various data via keyboarding. Maintains files, logs, manuals or other documents. Prepares documents for filing, storage, data entry or other processing. Drafts or prepares correspondence, detailed forms, reports or other materials. Designs forms, surveys, questionnaires or other documents unique to agency's mission. Answers inquiries and provides detailed information on office inquiries in person, by telephone or by electronic mail. Checks, maintains or prepares records such as financial documents, office payroll, time and attendance, travel vouchers or related documents. Prepares daily, monthly or annual records or reports. Operates personal computers, office machines or other office equipment. Applies a departments or agency's methods, procedures, rules or regulations to accomplish agency goals or objectives. Orders office supplies and/or maintains inventory of equipment, furniture or other items. Provides training to new employees. Distributes incoming mail or other incoming material to office staff or prepares outgoing mail or parcels. Schedules appointments or meetings for managers or supervisors. Performs other duties as required.

Environmental Factors:

Work is performed in a standard office setting.

Minimum Qualifications

Knowledge, Skills and Abilities:

Considerable knowledge of English grammar, spelling, vocabulary, and punctuation.

Considerable knowledge of office practices, procedures, and equipment.

Considerable knowledge of filing systems and practices.

Considerable knowledge of record keeping systems.

Knowledge of computer capabilities and information management systems, plus the role of word processing in office operations.

Considerable knowledge of office management practices.

Ability to perform mathematical calculations.

Ability to understand and follow complex oral and written instructions.

Ability to communicate effectively both orally and in writing.

Ability to prepare both general and special reports of moderate complexity.

Ability to establish and maintain effective working relationships.

Ability to compose a variety of letters, memoranda, and reports on own initiative or from minimum instructions.

Ability to work independently on moderately complex administrative tasks and to make decisions within the framework of established policies.

Education and Experience:

High School diploma or equivalent AND two (2) years or more of office clerical experience.

OR

Completion of a vocational/technical training program in business, office administration, financial support or related area AND one (1) year or more of office clerical experience.

OR

ADMINISTRATIVE SERVICES TECHNICIAN III - Continued

One year of full-time college coursework in accounting, business or public administration, office administration or a related field AND one (1) year or more of office clerical experience.

OR

Two years or more of full-time college coursework OR an associate's degree or higher in accounting, business or public administration, office administration or a related field.

OR

One (1) year or more as an Administrative Services Technician II with the State of Vermont.

Preferred:

Experience providing administrative-level support to a business or organization. Administrative support include those functions which keep the organization running or provide the resources for others to provide the programmatic work (e.g., accounting, budget management, grant administration, finance, human resources, payroll, purchasing, or space management).

Special Requirements:

For some positions experience working with the VISION system (VISION is the State of Vermont PeopleSoft financial management system) may be required.

ADMINISTRATIVE SERVICES TECHNICIAN IV

Class Definition:

Performs routine administrative duties in the day to day functions of a division, office, or department requiring independence, judgment, and initiative in determining office needs, in prioritizing and organizing work, and in determining the appropriate action to be taken. Work is performed under the general supervision of an administrative superior.

Examples of Work:

Interprets and applies departmental rules, regulations and policies as they relate to general office management. Provides support to supervisors and administrative staff in carrying out the functions of the office. Collects simple data and prepares routine reports and correspondence. Performs research work such as collecting, tabulating and collating routine data. Edits documents, manuals and other materials for style and format. Has the authority to make decisions based upon well-defined rules, regulations, methods or procedures for the processing of documents and may communicate these decisions to others. Verifies that all policy and procedures manuals are updated when changes have been made. Collects and assembles basic data to be used in the development of bulletins, reports and other informational materials. May assign work to lower level employees. Reviews documents for completeness and checks figures for accuracy. Reports unit time and attendance. Trains employees in office practices and procedures. Receives complaints and general information requests from the public, performs basic research, and notifies superiors or personally drafts or makes oral response. Performs related duties as required.

Environmental Factors:

Work is performed in a standard office setting.

Minimum Qualifications

Knowledge, Skills and Abilities:

Thorough knowledge of English grammar, spelling, vocabulary, and punctuation.

Thorough knowledge of office practices, procedures, and equipment.

Thorough knowledge of filing systems and practices.

Thorough knowledge of record keeping systems.

Thorough knowledge of office management practices.

Considerable knowledge of computer capabilities and information management systems, plus the role of word processing in office operations.

Ability to correctly read, interpret and apply rules and regulations of considerable complexity.

Ability to perform mathematical calculations.

Ability to understand and follow complex oral and written instructions.

Ability to communicate effectively both orally and in writing.

Ability to prepare both general and special reports of moderate complexity.

Ability to establish and maintain effective working relationships.

Ability to compose a variety of letters, memoranda, and reports on own initiative or from minimum instructions.

Ability to work independently on moderately complex administrative tasks and to make decisions within the framework of established policies.

Education and Experience:

High school graduation or equivalent and one year of experience providing administrative-level support to a business or organization; OR

ADMINISTRATIVE SERVICES TECHNICIAN IV - Continued

College level study in accounting, business or public administration, office administration or a related field will substitute for the experience requirement on a year for year basis. One year of full-time study is defined as 30 semester hours or 45 quarter hours; OR

One year as an Administrative Services Technician III with the State of Vermont.

NOTE: Only administrative work experience is qualifying. Administrative support includes those functions which keep the organization running or provide the resources for others to provide the programmatic work (e.g., accounting, budget management, grant administration, finance, human resources, payroll, purchasing, or space management).

Special Requirements:

For some positions experience working with the VISION system (VISION is the State of Vermont PeopleSoft financial management system) may be required.

**Consultant Inspector
Materials Certification**

Consultant Firm Name:	
Contract #:	
Consultant Inspector:	
Title:	
Project Name and Number	Duration Timeframe
Certifications Retained by Inspector:	Expiration Date:

Copy of Certification to be sent to the following via e-mail along with this coversheet:

Terri Picard, Construction Executive Services Coordinator, terri.picard@vermont.gov
 , Resident Engineer
 , Regional Construction Engineer

Approved Certification Programs:

In 1995 the six New England States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont implemented a Technician Certification program; Northeast Transportation Technician Certification Program (**NETTCP**). The Certification Program was established to meet the requirements of the Code of Federal Regulations, 23 CFR, Part 637, Quality Assurance (QA) Procedures for Construction, issued June 29, 1995. This regulation states, "After June 29, 2000 all sampling and testing data to be used in the acceptance decision or the independent assurance program will be executed by qualified sampling and testing personnel." In order to meet this requirement, we must certify our Resident Engineers and Inspectors on construction contracts awarded by the Agency.

American Concrete Industry (**ACI**)

NACE and **SSPC** Coatings Certification Programs

CONSTRUCTION REGIONS

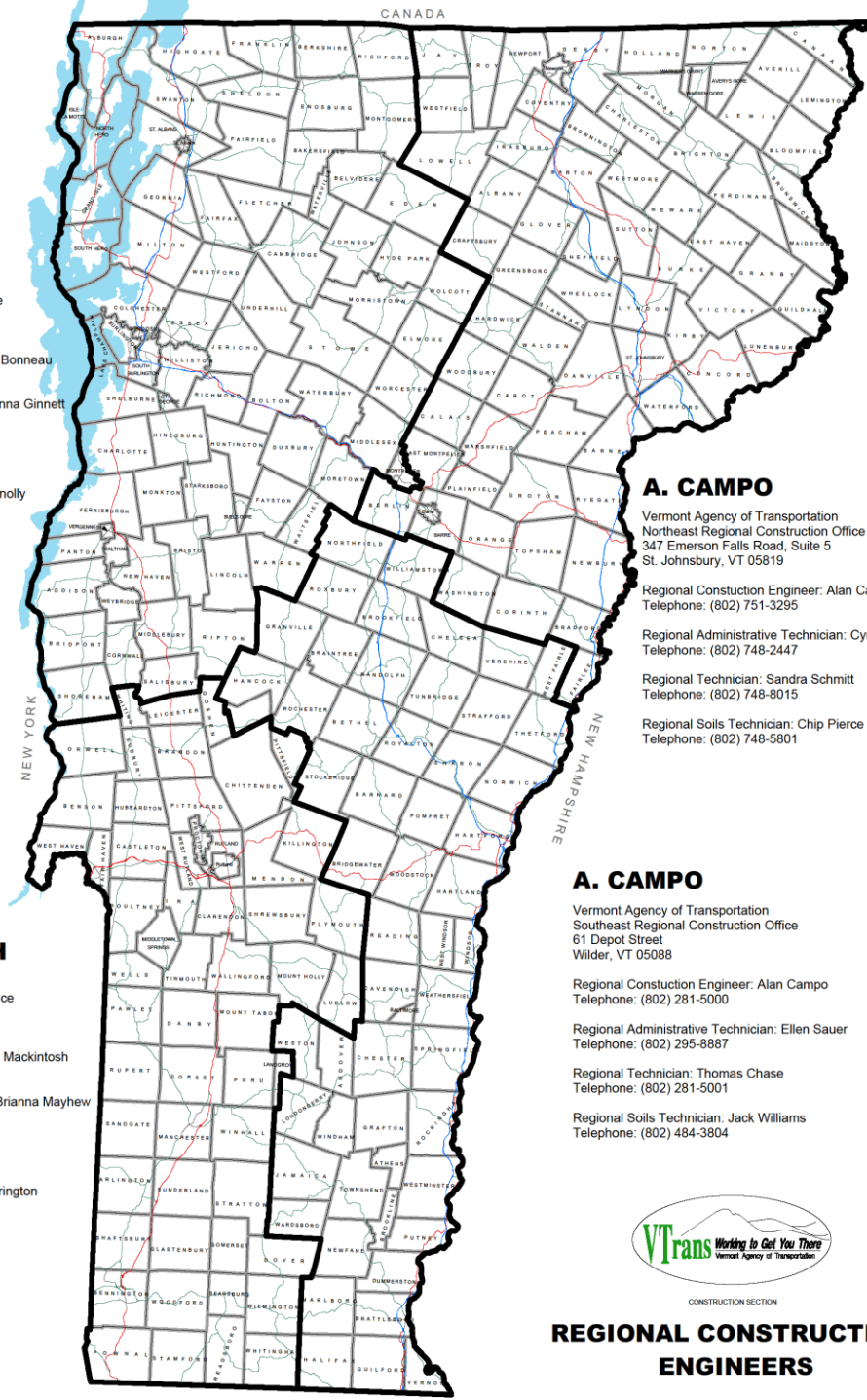
Our firm will provide Construction Engineering Services in the following Areas:

- Northwest
- Northeast
- Southeast
- Southwest
- Headquarters (Montpelier)
- Materials Certification & Testing Facilities (Berlin)

Name of Firm

Authorized Signature for Firm

Date



D. BONNEAU

Vermont Agency of Transportation
Northwest Regional Construction Office
189 Troy Avenue
Colchester, VT 05446

Regional Construction Engineer: Doug Bonneau
Telephone: (802) 522-6096

Regional Administrative Technician: Donna Ginnett
Telephone: (802) 654-0726

Regional Technician: Dave Hosking
Telephone: (802) 654-0792

Regional Soils Technician: Darren Connolly
Telephone: (802) 279-2894

A. CAMPO

Vermont Agency of Transportation
Northeast Regional Construction Office
347 Emerson Falls Road, Suite 5
St. Johnsbury, VT 05819

Regional Construction Engineer: Alan Campo
Telephone: (802) 751-3295

Regional Administrative Technician: Cyndi Hastings
Telephone: (802) 748-2447

Regional Technician: Sandra Schmitt
Telephone: (802) 748-8015

Regional Soils Technician: Chip Pierce
Telephone: (802) 748-5801

M. MACKINTOSH

Vermont Agency of Transportation
Southwest Regional Construction Office
61 Valley View
Mendon, VT 05701

Regional Construction Engineer: Mark Mackintosh
Telephone: (802) 786-0023

Regional Administrative Technician: Brianna Mayhew
Telephone: (802) 773-1384

Regional Technician: Judy Gilmore
Telephone: (802) 786-0022

Regional Soils Technician: Tracy Harrington
Telephone: (802) 786-5864

A. CAMPO

Vermont Agency of Transportation
Southeast Regional Construction Office
61 Depot Street
Wilder, VT 05088

Regional Construction Engineer: Alan Campo
Telephone: (802) 281-5000

Regional Administrative Technician: Ellen Sauer
Telephone: (802) 295-8887

Regional Technician: Thomas Chase
Telephone: (802) 281-5001

Regional Soils Technician: Jack Williams
Telephone: (802) 484-3804



CONSTRUCTION SECTION

REGIONAL CONSTRUCTION ENGINEERS



DEFINITIONS

Listed below are the definitions of the terms used in this document. The definitions are generally consistent with the definitions of the terms in VTrans' typical Design-Builder procurement documents.

Administrative Submittals: Submittals of administrative information required following Execution of the Design-Build Contract but prior to Authorization to Design and Construct. Requirements of the administrative submittals are defined in the RFP.

Agency or VTrans: The State of Vermont Agency of Transportation or any duly authorized representative thereof.

Bidder: Any company, firm, partnership, joint venture, corporation, association, or other entity that formally submits a Design-Build Proposal in response to the solicitation for the Work contemplated, or for any portion thereof, acting directly or through a duly authorized representative. Typically "Bidder" terms are used prior to the execution of the Design-Build Contract.

CFR: Code of Federal Regulations.

Construction Manager – Team member of the Design-Builder, who shall be on the Project site for the duration of all construction operations and shall be responsible for managing all construction activities during the construction process, including all QC activities. This individual shall also implement the Traffic Control Plan for the project and be the key point of contact for issues arising relative to the traffic control. This individual shall be able to demonstrate relevant licensing, certification(s), and training.

Contract Documents: Design-Build Contract, including but not limited to RFP, RFP Changes, the most recent revision of the VTrans Standard Specifications for Construction; General Special Provisions; Supplemental Specifications; Special Provisions; the Agency's RFQ and RFP; the Design-Builder's SOQ and Proposal; any Clarification document finalized by the Agency; any and all pertinent supporting documents, and plans; and, the accepted Administrative Submittals.

Design-Build (D-B) Contract: A written agreement executed between the State and a Design-Builder that sets forth the obligations of the Design-Builder, including, but not limited to, the performance of work, furnishing of materials and labor, quality of the materials, and basis of payment to both design and construct the work specified to be performed in the Contract. Oral representations or promises shall not be considered a part of the Contract.

Design-Builder: The Bidder who executes the Contract with the Agency is the Design-Builder. The Design-Builder shall be a company, firm, partnership, joint venture, corporation, association, or other entity permitted by law to practice engineering and construction contracting in the State of Vermont. The Design-Builder shall have the capability, in all respects, to fully perform the

contract requirements, and have the business integrity and reliability which will assure good faith performance.

Design-Build Project Manager – The Key Person, a team member of the Design-Builder, who shall be responsible for the overall management, scheduling, design, construction, quality management and contract administration for the Project.

Design Manager – The Key Person of the Design-Builder who shall be responsible for coordinating all individual design disciplines, including design of traffic control, and ensuring that the overall project design is in conformance with the Contract Documents. The Design Manager shall be responsible for establishing and overseeing Design Quality for all pertinent disciplines involved in the design of the project, including: review of design, working plans and drawings, specifications, and constructability for the Project. This individual shall be a licensed Professional Engineer in the State of Vermont.

Environmental Commitments: The term environmental commitments includes any action that (1) is intended to avoid, minimize, and mitigate environmental impacts of a project, and (2) is required to be implemented as a condition of project approval as part of the environmental review, clearance or permitting process required for a given project. These actions shall be compiled into a list of items that will be defined as the Environmental Commitments.

Environmental Commitments Officer (ECO): The Key Person who shall be the environmental lead for the Design-Builder and the single point of contact for all matters relating to the project environmental review, including clearances and permitting, compiling the environmental commitments, and conformance to the commitments. The ECO shall be independent from the Construction Contractor and the QAM firm.

FHWA: Federal Highway Administration, including any duly authorized representative thereof.

Independent Assurance Program: Activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the acceptance program.

Key Personnel: Individuals designated as Key Personnel pursuant to the RFQ for this project.

OSHA: United States Department of Labor’s Occupational Safety & Health Administration, including but not limited to OSHA-approved state plans such as the Vermont Occupational Safety & Health Administration (VOSHA).

Project Manager (PM): VTrans’ designee for managing all phases of contract procurement, project development and administering of the Design-Build contract. This individual is responsible for managing the procurement development, proposal evaluation, contract execution, project scope, project schedule, and project budget.

Quality Assurance Manager (QAM) – The person from an independent firm selected by VTRANS responsible for providing both representation and oversight for continuous quality assurance monitoring, and inspection for 100 percent of all construction activities related to the

project, both onsite and offsite, including materials testing. The QAM shall also monitor the contractor's QC program. The QAM shall be present for all field activities including, but not limited to, implementation of traffic control and site cleanup at the end of each day. The QAM shall be responsible for and shall ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements and the "Released for Construction" plans and specifications.

Quality Assurance (QA): All those planned and systematic actions necessary to ensure confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC): All Design-Builder/vendor operational techniques and activities that are performed or conducted to demonstrate fulfillment of the contract requirements.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting a proposal. The advertisement of the RFP initiates the second phase of a two-phase selection process.

Request for Qualifications (RFQ): All documents, whether attached or incorporated by reference, utilized for soliciting Bidders to submit specific qualifications/ certifications for a project. The RFQ initiates the first phase of a two-phase selection process for the purpose of qualifying interested Bidders for short-list consideration.

Resident Engineer: VTrans' designee for managing all phases of the Project construction and administration once the Design-Build Contract is executed. The "Resident Engineer" has the exclusive authority for the acceptance of all work and materials for the Project.

Specifications: The compilation of provisions and requirements for the performance of prescribed work, including: the Selecting Contractors and Specifications for Contractor Services document; Customary State Contract Provisions and Revised Customary State Contract Provisions; Standard Specifications; Supplemental Specifications; General Special Provisions; Special Provisions; Plans, and any other documents that are part of a particular contract.

Statement of Qualifications (SOQ): The formal documentation submitted by a Bidder in response to an RFQ. Information must be limited to qualification and experience as specified in the RFQ.

SubCONTRACTOR: An individual or legal entity to which the Designer sublets a part of the Work included in a contract.

Subcontractor: An individual or legal entity to which the Contractor sublets a part of the Work included in a contract.

Verification Sampling and Testing: Sampling and testing performed by qualified testing personnel employed by the Agency or its designated agent, excluding the contractor and vendor, to validate the quality of the product.

VTrans or Agency: The State of Vermont Agency of Transportation or any duly authorized representative thereof.

Work: The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of a project and the carrying out of all the duties and obligations imposed by a contract.

Design Standards and Reference Documents

The design and construction Work for a Design-Build Project shall be performed in accordance with the current applicable federal and state laws and 2011 VTrans Standard Specifications and Reference Documents to include, but not limited to the documents listed herein.

All references listed below shall be the current version with the current interims as of the date of the RFP release.

General Design:

- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO LRFD Bridge Design Specifications
- AASHTO Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals
- AASHTO Roadside Design Guide
- AASHTO Guide for Design of Pavement Structures
- AREMA Manual for Railway Engineering
- Bridge Welding Code AASHTO/AWS-D1.5m/D1.5
- ANSI/AASHTO/AWS D1.1 Welding Code
- AASHTO Guide Design Specifications for Bridge Temporary Works
- AASHTO Guide Specifications for Distribution of Loads for Highway Bridges
- AASHTO Maintenance Manual for Roadways and Bridges
- NCHRP Report 476: Guidelines for Design and Operation of Nighttime Traffic Control for Highway Maintenance and Construction
- “Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation’s Bridges,” FHWA-PD-96-001
- AASHTO Manual for Bridge Evaluation
- Transportation Research Board Highway Capacity Manual
- FHWA Manual On Uniform Traffic Control Devices
- Vermont State Design Standards (<http://vtransengineering.vermont.gov/publications>)
- VTrans Standard Drawings
(<http://www.aot.state.vt.us/caddhelp/Download/Standards/Standards.htm>)
- VTrans Project Development Process Manual
(http://vtransengineering.vermont.gov/sites/aot_program_development/files/documents/publications/PDManual.pdf)
- VTrans Policy on Design Exceptions
- VTrans Structures Manual
- VTrans Engineering Instructions
(<http://vtransengineering.vermont.gov/sections/structures/instructions>)
- VTrans Road Design Manual
- VTrans Level of Service Policy
- Vermont’s Guide to Highway Work Zones
- VTrans Guardrail Policy

- VTrans Bridge Rail Policy
- VTrans Policy on Earth Retaining Structures
- VTrans Traffic Design Manual
- VTrans Traffic Operations Manual
- VTrans Pavement Management Manual
- VTrans Pavement Design Guide
- VTrans Right-of-Way Manual
- VTrans Hydraulics Manual
- VTrans Hydraulic Evaluation of Bridges
- VTrans CADD Standards and Procedures Manual
- VTrans Geodetic Survey Manual
- VTrans Route Survey Manual
- VTrans Environmental Operations Manual
- VTrans Erosion and Sediment Control Details
(http://vtransengineering.vermont.gov/sections/environmental/erosion_prevention)
- VTrans Workzone Safety and Mobility Guidance Document
- The Vermont Stormwater Management Manual
(http://www.anr.state.vt.us/dec/waterq/stormwater/docs/sw_manual-vol1.pdf)
- SHRP 2 Renewal Project R19A – “Design Guide for Bridges for Service Life”
- Federal-Aid Policy Guide (FAPG) 625, Design Standards for Highways
- Federal-Aid Policy Guide (FAPG) 626, Pavement Policy
- NCHRP Report 350 Recommended Procedures for Safety Performance Evaluation of Highway Features
- VTrans Approved Products List
- VTrans Standard Specifications for Construction (2011)
- “Bridge Inspector’s Training Manual 90,” FHWA-PD-91-015
- NSBA/AASHTO Collaboration Standard Steel Details/Guidelines
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- AASHTO Manual for Assessing Safety Hardware

Geotechnical Work:

- AASHTO Manual on Subsurface Investigations
- AREMA Manual for Railway Engineering
- “Standard Practice for Description and Identification of Soils” (Visual-Manual Procedure) ASTM D2488-00
- “Design and Construction of Driven Pile Foundations”, Vols. 1 and 2, FHWA-HI-97-013 and 014
- “Earth Retaining Structures,” FHWA-NHI-99-025
- “Soil Nail Walls,” FHWA-IF-03-017 (GEC 7)
- “Shallow Foundations,” FHWA-IF-02-054 (GEC 6)
- “Soil Slope & Embankment Designs,” FHWA-NHI-01-026
- “Geosynthetic Design and Construction Guidelines,” FHWA-HI-95-038

- FHWA, Bridge Technology, Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications; FHWA ED-88-053
- “Geotechnical Instrumentation,” FHWA-HI-98-034

Environmental Work:

- AASHTO’s Center for Environmental Excellence Practitioner’s Handbook No. 4 “Tracking Compliance with Environmental Commitments/Use of Environmental Monitors”
- Federal and Environmental Permits

Hydraulic Work:

- Hydraulic Engineering Circular No. 18 – “Evaluating Scour at Bridges” FHWA-HIF-12-003
- Hydraulic Engineering Circular No. 20 – “Stream Stability at Highway Structures” FHWA-HIF-12-004
- Hydraulic Engineering Circular No. 23 – “Bridge Scour and Stream Instability Countermeasures” FHWA-NHI-09-111
- Hydraulic Design Series No. 7 – “Hydraulic Design of Safe Bridges” FHWA-HIF-12-018

Construction Work:

- AASHTO LRFD Bridge Construction Specifications
- AASHTO Construction Handbook for Bridge Temporary Works
- AREMA Manual for Railway Engineering
- VTrans Construction Manual
- VTrans Quality Assurance Program (Dated March 1, 2010)
- VTrans Materials Sampling Manual (Current)
- VTrans Qualified Laboratory Program
- VTrans Qualified Technician Program
- VTrans Standard Specifications for Construction (2011)
- United States Department of Labor Occupational Safety and Health Administration Regulations
- AASHTO PP65-11 – “Standard Practice for Determining the Reactivity of Concrete Aggregates and Selecting Appropriate Measures for Preventing Deleterious Expansion in New Concrete Construction”
- Rational for the AASHTO PP65 Prescriptive Approach – “Selecting Measures to Prevent Deleterious Alkali-Silica Reaction in Concrete”
- VOSHA 29 CFR 1926/1910 Safety and Health Standards for Construction – special attention should also be given to VOSHA’s Subsection 1926.503 – Training Requirements

If during the course of the design the Design-Builder has a question regarding the applicability of a specific Standard, Specification or reference document, it is the responsibility of the Design-Builder to identify the Standard, Specification or reference document in question and submit a recommendation to VTrans for review and approval.

Applicable reference documents published by VTrans are included in the RFP Information Package or through the web address provided. The documents and links have been provided for the convenience of the Design-Builder. It is the responsibility of the Design-Builder to acquire any and all additional reference documents needed to complete the work specified herein.

In the event of a discrepancy between VTrans and non-VTrans design standards and design references listed herein, the VTrans' specifications, design standards, and manuals shall take precedence during design.

Abbreviations

ACI	American Concrete Institute
CONTRACTOR	Engineering Consultant Firm
ENGINEER	Resident Engineer (VTrans employee)
FAA	Federal Aviation Administration
FRA	Federal Railroad Administration
GSA	Federal General Services Administration
HMA	Hot Mix Asphalt
NACE	National Association of Corrosion Engineers
NETTCP	NorthEast Transportation Technician Certification Program
NICET	National Institute for Certification in Engineering Technologies
QA	Quality Assurance
QAM	Construction Quality Assurance Manager
SSPC	Society for Protective Coatings
VOSHA	Vermont Occupational Safety and Health Administration
VTrans, VAOT, AOT	State of Vermont Agency of Transportation

Consultant Field Staff Upgrade Request

Firm:

Name and current title of individual being considered for upgrade:

Name and title of individual requesting this upgrade:

1 - Does the person's experience and/or degree meet the Job Specification of the position being requested? Provide Details.

2 - Is the individual's work experience relevant to their assignment? Provide details.

3 - Is the higher grade warranted based on the person's current or future assignment? Provide details.

Regional Engineer Reviewing Request:

Approve/Deny Signature:

NOTE: This is an example to demonstrate the content required, not the format

Work Authorizations. VTrans will award specific work under retainer contracts by conducting a second-tier qualification-based selection, considering such factors as experience/expertise, availability/capacity, required specialized equipment, creative/technical solution and past performance. The second-tier selection may be conducted informally, based upon information already in VTrans' possession, or as necessary, more formally for example, by requesting technical proposals from more than one retainer contract holder; requesting a proposal from a single contractor, or requesting proposals addressing more than one project.

Contractors who are awarded work authorizations will report to the assigned VTrans Supervisor. For sub-contractors not named in the proposal, utilization of sub-contractor personnel will require written approval by VTrans prior to the sub-contractor performing any work on orders under this contract.

Work Authorization Maximum Duration. Work Authorizations may assign work on *projects* which will extend beyond the duration of the contract, however, no work authorization will extend beyond the final end point of the original *contract* duration, plus the duration of any exercised option periods. Further, there is no guarantee that a contractor who performed work on a specific project under an expired or expiring contract will be awarded a new contract to perform additional work on that specific project. In exceptional circumstances where it might be mutually desired to have work extend beyond the term of a Contract, written authorization will be needed, overseen by VTrans' Contract Administration, and authorized by the Secretary of Transportation, the Agency's Chief Financial Officer and if required Federal oversight agencies.

Work Authorization Process.

- Individual projects will be assigned under the Retainer Contract by the issuance of a Work Order to the Contractor. A Work Order Request Form and a Work Authorization Notice will be used for this purpose.
- VTrans will begin this process by issuing a Work Order Request detailing the proposed project/task and request a bid from the Contractor. The Work Order Request will indicate which payment provision (hourly rate schedule / firm fixed price or cost plus fixed fee) will be utilized based on the options allowed within the contract. Detailed information regarding the project will be included on the first part of the Work Order Request. The second part of the Work Order Request will be completed by the contractor for submittal by the due date for review and selection/award.
- Once the most qualified Contractor is selected, a cost proposal will be requested from the selected Contractor. The cost will then be reviewed. VTrans reserves the right to examine cost elements and negotiate the price prior to award of the Work Order.
- When all aspects of the Work Order have been negotiated and accepted by both parties, VTrans shall issue a Work Authorization to the Contractor, which will specify the effective date for commencement of services and the agreed upon cost.

Attachment B

Payment Provisions

Payment Basis:

The maximum amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, Scope of Work (SOW), up to the maximum amount specified on page one (1) of the contract. Award of a contract does not guarantee payment of any or all the maximum amount.

Work Assignments will be based on the hourly classification rate schedule included in the contract.

Once the most qualified Contractor is selected for a project or task at the Work Authorization level, a cost proposal will be requested from the selected Contractor for hourly rates or a fixed price lump sum. The cost will then be negotiated with the most qualified contractor. If negotiations are not successful in the sole discretion of VTrans, VTrans may reject the proposal, request a cost proposal from the next most-qualified contractor, and continue in this manner until successful negotiations are achieved.

The rates are binding on the Bidder for the initial term of the Primary Contract, which is three (3) years. Rates can be revised during the amendment process for the option of extending for two (2) additional one (1) year periods. The rates are binding on the bidder for work at the Work Authorization level unless a lesser price is negotiated at that stage.

The Work Authorizations must accompany the invoice with all associated back-up to verify the charges.

All Invoices will be submitted electronically to aot.contractadministrators@vermont.com

Hourly Classification Rate Schedule:

With hourly classification rate schedule assignments, meals will be reimbursed at actual cost up to the maximum State rates. Mileage will be reimbursed at State rates. Please be aware that the mid-day meal is not eligible for reimbursement unless an overnight stay is required. Current State rates can be located at the following link: <http://humanresources.vermont.gov/compensation/expense-reimbursement>

Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, hours of work performed, rates of pay, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.

Work required during weekends, holidays, or outside of the typical working hours, shall be entitled to a rate increase. Any rate increase shall be identified on the Hourly Classification Rate Schedule. Written approval must be obtained from the VTrans representative before overtime hours are utilized.

**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

Standard State Provisions

Architect/Engineer Professional Service Agreement

Attachment C, Paragraphs 6 and 7 are deleted in its entirety and replaced with the following:

6. Independence, Liability, Indemnity:

- A. The Party will act in an independent capacity and not as officers or employees of the State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. 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 C, 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.
- D. 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.
- E. 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.

F. 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.

G. 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.

H. 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.

I. 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.



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 has been adopted during the interval since the inception 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.

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 projects over \$250,000, all contractors and subcontractors must have:

A payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that

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

contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the job site, and similar 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 their documentation regarding the above for the period applicable to retention of documents connected with the contract.
- 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/ 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, which may vary by the details of the services provided under the contract.
 - ii. Environmental/ pollution 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 Construction Contract:
 - i. Where contractor's work under the contract will in whole or part be providing design/ engineering professional services for one or more specific construction projects, then before commencing work and throughout the term of this

contract, contractor must provide Professional Liability and Errors and Omissions (E&O) insurance for all relevant services performed under this Agreement, with minimum coverage of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) policy aggregate.

- ii. The required Professional Liability and E&O 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/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 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 - \$100,000.00.

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/or 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/or 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.
- iii. 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' as defined in statute at 3 V.S.A. §2222(a)(10), 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, at minimum: 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; the Breach coverage 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 Construction Project:

a. Prime Contractor:

Where a contract is for design/engineering professional services for a specific construction 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 construction 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 construction project, the prime contractor will include the same design-specific provisions from Attachment D 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 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. Chapter 102, 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) day 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 affected 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 items eliminated from the Contract.
- e. Termination of the Contract, or portion 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. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (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 action 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 in which 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 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, VTrans, may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation 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/or 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 accruing from 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, hereafter referred to as "instruments of professional service," shall become the property of the State as they are prepared and/or developed during performance of the work of 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.

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 referral;
 - 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, to include 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 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. Obtaining and maintaining 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
 - b. Financial interests of the employee, of close family members, or of other members of the covered employee's household
 - c. Other employment or financial relationships of the employee (including seeking or negotiating for prospective employment or business).
 - d. Gifts, including travel; and
 - e. 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. 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 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; or
2. Is or might be otherwise 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; and/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

OCOs 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 OCOs. 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/ proposer will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOs relative to the anticipated procurement. Potential submitters/proposers will be notified that existing and/or future contractual obligations relative to the proposed procurement may present an OCOI and these 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 organizational conflicts of interest, and report such to the VTrans Project Manager.
2. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the VTrans Project Manager. If the subcontractor's organizational conflict 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 contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

K. CONFLICT OF INTEREST REMEDIES

VTrans may terminate this contract, in whole or in part, or decline to make 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 assigned to carry out or administer activities related to the contract.
2. Upon VTrans request the contractor shall supply resumes for staff proposed to work on assignment and/or under retainer contracts for VTrans review and acceptance or rejection. VTrans retains the right to interview the proposed staff.
3. If a 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 REQUIREMENT 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 9 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 should 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 an 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 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 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 responsibility for the performance of 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. With the exception of 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, change(s) in standards, work product, or other issues that warrant change(s), 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 death(s) 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) and/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 and defend its services provided under the contract.

2. The contractor shall perform any liaison that the State deems 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, and 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 Agency, 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/contract. Whenever possible, any such adjustments shall be administered under the appropriate fee 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 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 and/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 Agency's Secretary of Transportation, or an authorized official delegated this responsibility
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 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, with justification, 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 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. The contractor shall provide professional services expeditiously and consistent with standard professional skill and care, the orderly progress of the work, and all standards and provisions of the contract. Errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the state.
2. A contractor may be liable for VTrans' costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a contract is required because of an error or deficiency in the services provided under the contract, VTrans shall consider the extent to which the contractor may be reasonably liable, and enforce the liability and issue a demand for payment of the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the state's interest.
3. The VTrans Contract Manager shall include in the contract file a written statement of the reasons for the decision to recover or not to recover the costs from the firm, and the contractor shall be and remain liable to the state in accordance with applicable law for all damages to the Government caused by the contractor's erroneous performance of any of the services furnished under this contract.
4. Neither VTrans' review, approval or acceptance of, nor payment for, the services required under this contract shall 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
5. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law.
6. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

U. DISPUTE RESOLUTION

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, but not thereafter. 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. § 5c.

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 and/or retainage provision is/are advisable in a particular contract, the VTrans will include such a provision(s) 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 of Vermont 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 date(s) 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 SOW, 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 RETAINER-TYPE CONTRACTS

Specific tasks or projects Retainer or Primary Indefinite Delivery/Indefinite Quantity (IDIQ) 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 retainer or Primary IDIQ 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 design contractor shall consult with the Agency's Utility Section and initiate contacts and/or discussions with the affected owner(s) 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 need to enter upon private property to accomplish the work under the contract, the contractor shall inform property owners and/or 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 owner 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, or representative(s) of the State, 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 agency(ies).

EE. WRITTEN DELIVERABLES/REPORTS

All communications and deliverables presented under terms of the contract shall 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 being 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. VTrans is not responsible in any way for costs or other consequences, whether direct or indirect, that may occur to the contractor or any subsequent users of the information due to errors that may or may not be detected.

GG. REVIEWS AND APPROVALS.

All work prepared by the contractor, subcontractor(s), 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 entity 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 or in the statement of work section of the contract.

II. AUDIT REQUIREMENTS

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

- a. The contractor shall furnish the Agency 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. 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 Agency 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 (are) a non-resident individual(s) doing business in Vermont in his/her (their) individual capacity(ies).
 - 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. 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: _____


Secretary of Transportation

Date _____

02/15/2018



Federal Terms and Conditions Services (Non-Construction)

VERMONT AGENCY OF TRANSPORTATION

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- v. Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and
- vi. Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

* * * * *

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
 - i. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and
 - iii. is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant; the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

C. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, NONDISCRIMINATION AND RELATED CONTRACT REQUIREMENTS

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

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

Disadvantaged Business Enterprise (DBE) Program Goals. The Vermont Agency of Transportation (VTrans) is required to set an overall DBE goal for participation in all transportation related Federal-aid projects. The goal is determined following guidelines set

forth in 49 CFR 26.45, and based on the availability of ready, willing and able DBEs who submitted bids and quotes for transportation related projects, compared as a percentage of all available contractors who submitted bids and quotes for transportation related projects during the same time period. The DBE goal may be adjusted to take into account other factors impacting DBE utilization, in an effort to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the VTrans website at: <http://vtranscivilrights.vermont.gov/doing-business/dbe-center/program-goals>.

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

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

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

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

Certified DBE Directory. The current Vermont Unified Disadvantaged Business Enterprise (DBE) Directory is available online at:

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

Counting DBE Participation Towards Project Goals. In order for payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a commercially useful function (CUF). The DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by actually performing, managing, and supervising the work involved, consistent with standard industry practices.

This means that:

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

- A DBE Prime Contractor: Count 100% of the value of the work performed by own forces, equipment and materials towards the DBE goals.
- An approved DBE subcontractor: Count 100% of the value of work performed by the DBE's own forces, equipment and materials, excluding the following:
 - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
 - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- A DBE owner-operator of construction equipment: Count 100% of expenditures committed.
- A DBE manufacturer: Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- A regular DBE dealer/supplier: Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long-term agreement, and not by a contract by contract basis.
- A DBE broker: Count for DBE credit only the fees or commissions charged for assistance in the procurement, and, fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies, and does not take physical possession of the materials or supplies at their place of business for resale.
- A DBE renter of construction equipment to a contractor: Count 20% of expenditures committed, with or without operator.
- A bona fide DBE service provider: Count 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.

- A trucking, hauling or delivery operation: Count 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- Any combination of the above.

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

Federal-aid projects which specify a DBE contract goal. The provisions of the Vermont Agency of Transportation Supplemental Specification – Disadvantaged Business Enterprise (DBE) Utilization (CA 160) shall apply to all VTrans Federal-aid projects which specify a DBE contract goal.

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

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

D. NONDISCRIMINATION AND RELATED CONTRACT REQUIREMENTS

The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

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

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

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct

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

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. Assurance Required by 49 CFR 26.13(b):
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - i. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - ii. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

E. NONSEGREGATED FACILITIES

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

F. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a

subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- i. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - ii. the prime contractor remains responsible for the quality of the work of the leased employees;
 - iii. the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - iv. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

G. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

H. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to

be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

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

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

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

J. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

K. USED OR RE-CYCLED OR RECOVERED MATERIALS

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or 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-LLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

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

(Project Name)

_____ project located on _____,
(Project Number) (Route or Highway)

bids opened at _____,
(Town or City)

Vermont on _____, 20__.
(Date)

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

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

Sworn to before me this

____ day of _____, 20__

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

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

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

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

EXCEPTIONS:

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.

ATTACHMENT

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting Form 1 of 2

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

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

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

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Subcontractor Reporting Form
Form 2 of 2**

This form must be completed in its entirety by the Contractor and included in all requests to sublet or assign work as outlined in Section 108.01 of the Standard Specifications for Construction. This form must be updated as necessary and provided to the State as additional subcontractors are hired.

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

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

Additionally, the Contractor shall collect and retain evidence of subcontractors' workers' compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractors' compliance.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Vermont Agency of Transportation
Contract Administration

One National Life Drive Montpelier,
VT 05633-5001

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:

E-mail:

Phone:

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:

E-mail:

Phone:

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:

E-mail:

Phone:

Contractor and Sub-Contractors Information

Use additional pages as necessary

Name of Your Company	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

Submitted By (Your Company):	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	