State of Vermont
Agency of Transportation
Finance & Administration
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Contract Administration
One National Life Drive
Montpelier VT 05633-5001
http://vtrans.vermont.gov/

December 4, 2018

Request for Proposals (RFP): **Structures Engineering Services 2019**

The Structures Section of the Highway Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking consultant engineering services to assist in the development of bridge and other transportation structures projects. The selected consultants, hereinafter referred to as the Consultant, shall be responsible for performing a variety of assignments that may include but are not limited to: engineering; project administration; design; peer review of VTrans in-house designs or other Consultant designs; load rating; hydraulic analysis; traffic analysis; environmental permitting; right-of-way (ROW) services; utility relocation services; developing construction schedules; independent cost estimating; advertisement and bidding support and construction engineering support. The types of services required will be in accordance with the "Project Development Process Manual" and as directed by the VTrans Project Manager (VPM). This RFP will result in award to multiple Consultants.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW) dated November 15, 2018;
- 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)

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 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 2:00 p.m. on Tuesday, December 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 PROPOSER'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 Consultant. Unselected proposals may be destroyed or returned to the proposer 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 proposer must state in the business proposal any exceptions taken to the terms and conditions in this RFP. For each exception the proposer 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) Consultant 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 Consultant 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 Consultants including but not limited to: requesting technical proposals from more than one firm for comparison; requesting a proposal from a single Consultant, or requesting proposals addressing more than one project. Award of Work Orders will be qualification based.

Consultants 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-Consultants not named in the proposal, utilization of sub-Consultant personnel will require written approval by VTrans prior to the sub-Consultant 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. A formal amendment 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 proposer to be proprietary and confidential under 1 V.S.A. § 315 et seq., the proposer shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The proposer 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 proposer if the identified material were to be released. Additionally, the proposer 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 proposer 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 proposer 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 proposer from further consideration for award.

Required Shipping Information:

Clearly indicate the following on the outside of the (3) three sealed envelopes or packages containing the 1) Technical proposal, 2) Cost Proposal and 3) Financial Information:

Name and address of the Proposer
Due date and time **(Friday, January 4, 2019 prior to 2:00 p.m.**) **"Structures Engineering Services 2019"**
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 **Friday, January 4, 2019**.

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

Delivery Methods:

- U.S. MAIL: B i d d e r s 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 V T r a n s 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 (20) single sided or ten (10) 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 (20) pages shall include information as required below:

Proposal Substantive Content

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

A. **Cover Letter**. All proposer's or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the proposer that it is willing and able to perform the services described in the RFP and their proposal response. **This section counts toward the twenty (20) page limit.**

B. **Technical Capability/Approach**. In this section the proposer must explain the proposer's understanding of VTrans' intent, objectives, and how the proposer proposes to achieve those objectives. The proposer must discuss the proposer'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 (20) 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 (20) page limit.**

D. **Organizational Chart.** Provide a one-page organizational chart of the Consultant'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 (20) 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 two-page resumes for each individual. **This section DOES NOT count toward the twenty (20) 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 Consultant 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. **Quality Control Plan.** Provide a description of controls, documents, personnel and processses of Quality Assurance and Quality Control that will be applied to work orders to insure high-quality and on time deliverables. **This section counts toward the twenty (20) page limit.**

G. <u>Subcontracts.</u>

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

(1) Company name of each subConsultant, or individual name in the case of independent Consultants;
(2) Names of each subConsultant principals and/or corporate officers
(3) Names of each subConsultant'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 subConsultant.

This section DOES NOT count toward the twenty (20) page limit.

NOTE: Fully executed sub-agreements must be in place for each subConsultant prior to the subConsultant 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.

H. **<u>Past Performance.</u>** 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.

Consultant shall use the provided Past Performance and Reference Form

The contact person must be able to speak knowledgably about the proposer'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 Consultant's past performance with any VTrans employee who has had experience with the Consultant.

This section counts toward the twenty (20) page limit.

<u>Required Certifications/Documents</u> ***Sections 1-5 DOES NOT count toward the twenty (20) page limit. Section 6 counts toward the twenty (20) page limit.***

1. **Completed Certification Regarding Lobbying** – <u>fillable PDF provided</u>

2. **Debarment and Non-Collusion Affidavit** – Form CA-91: All proposers will be required to execute a sworn statement, certifying that the proposer 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. **Consultant'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 Consultants and proposed subConsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause.

4. **Worker Classification Compliance Requirements (Self Reporting and SubConsultant Reporting)** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

5. **Consultant and Sub-Consultant 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. **Past Performance and Reference Form** – fillable PDF provided

Consultant Cost Proposal

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

Price/Cost

Actual price/cost for each project assigned under this contract will be determined at the work assignment level based on the approved Hourly Classification Rate Schedule or at Cost Plus Fixed Fee. For the purposes of determining the rates to be included in the Primary Contract, proposer's 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-Consultants named in the proposal, include classification rates for all sub-Consultant personnel.

The submitted rates in this proposal will be binding on the proposer 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 three (3) 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 hourly classification rates to evaluate cost reasonableness and realism for their inclusion in the Primary Contract **after** the qualifications-based selection of the Consultant(s) for Primary Contracts is completed.

Example of a Classification Rate Table:

Classification	Total
Senior Designer	$xxx.00
Junior Designer	$ xx.00
Other (Specify)	$ xx.00
Sub-Consultants	
ABC Company	
Specify Expertise	
CADD Specialist	$ xx.00

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

Consultant 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:

Classification	Direct Rate	Overhead Rate 150%	Profit	Total	Overtime Premium	Overtime Total
Senior Designer	$40.00	$60.00	$8.00	$108.00	n/a	$108.00
Junior Designer	$32.50	$48.75	$6.50	$ 87.75	$16.25	$104.00
Other Specify	$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 Consultant), 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 Consultant shall be for the most recently completed fiscal year.

If the Consultant has a completed AASHTO ICQ and current financials are on file already with the VTrans Audit Section, the Consultant does not need to resubmit for this RFP. Any Consultant 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/Approach (This section will be evaluated and rated at thrice (3x) the weight of the other sections)

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

- Demonstrated experience with bridge and culvert design and engineering including conventional and accelerated bridge construction
- Demonstrate experience and ability with the various types of engineering services that are outlined in the SOW that may be requested by VTrans.
- Demonstrated innovation on projects and assignments similar to those types listed in the SOW
- Ability to be resourceful, flexible, and adaptable to new initiatives aimed at reducing the time it takes to deliver projects in design and construction

2. Business and Management Structure

- The proposal clearly demonstrates a sound organizational structure and management approach which indicate positive business ethics, clear lines of communication between the proposer's team and VTrans, active and continuing participation of senior executives, a focus on quality assurance and partnering.

- The proposal clearly demonstrates that the proposer has the resources and managerial capability to provide the required services in a timely, cost-effective manner.

3. **Key Personnel (This section will be evaluated and rated at thrice (3x) the weight of the other sections)**

   - Proposer'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.

   - Demonstrates committement of key personnel to tasks/assignments.

   - Key personnel meet the Secretary of the Interior's Professional Qualifications Standards as specified in 36 CFR Part 61 and possess additional professional certification(s) and licensing required for the Scope of Work.

4. **Past Performance (This section will be evaluated and rated at twice (2x) the weight of the other sections)**
   The past performance evaluation will examine how the proposer'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.

5. **Quality Control Plan.**
   Provide a description of controls, documents, personnel and processses of Quality Assurance and Quality Control that will be applied to work orders to insure high-quality and on time deliverables. Demostrates commitment to quality.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the proposer'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	Thrice Max Weight	Overall Rating	Description
4	**8**	**12**	**Exceptional**	**Indicates a proposal containing significant strengths with few to no weaknesses**
3	**6**	**9**	**Very Good**	**Indicates a proposal containing a number of strengths but also some weaknesses**
2	**4**	**6**	**Acceptable**	**Indicates a proposal containing some strengths but also some significant weaknesses**
1	**2**	**3**	**Unacceptable**	**Indicates a proposal that contains significant weaknesses that outweigh any strengths**

The Proposer 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 Consultant is registered with the Secretary of State's office.

The Proposer 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 Consultant 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 Consultant 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 proposer'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.

The Consultant 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.

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.

Enclosures:

- Scope of Work (SOW) dated November 15, 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
- Consultant and Sub-Consultant Information Form

Link for: AASHTO Internal Control Questionnaire (ICQ) http://vtrans.vermont.gov/finance-admin/audit

ATTACHMENT A
SCOPE OF WORK

STRUCTURES ENGINEERING SERVICES 2019
November 15, 2018

I. GENERAL

The Structures Section of the Highway Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking consultant engineering services to assist in the development of bridge and other transportation structures projects. The selected consultants, hereinafter referred to as the Consultant, shall be responsible for performing a variety of assignments that may include but are not limited to: engineering; project administration; design; peer review of VTrans in-house designs or other Consultant designs; load rating; hydraulic analysis; traffic analysis; environmental permitting; right-of-way (ROW) services; utility relocation services; developing construction schedules; independent cost estimating; advertisement and bidding support and construction engineering support. The types of services required will be in accordance with the "Project Development Process Manual" and as directed by the VTrans Project Manager (VPM).

VTrans looks for opportunities to improve our plan development process and project delivery methods. This includes using the Accelerated Bridge Program (ABP) to quickly advance projects with little to no resource or ROW impacts, early coordination with resource groups, standardizing plan details for consistency and efficiency, generating plans and special provisions to support accelerated bridge construction. We are seeking Consultants who deliver projects early or on time, are resourceful, innovative, flexible, and aspire to partner with VTrans to efficiently deliver quality transportation infrastructure projects.

II. BACKGROUND

The Structures Section is organized into a Bridge Preservation group, Consultant Management/Alternative Contracting group, an In-House Design group and a Project Initiation and Innovation Team (P.I.I.T).

The Bridge Preservation group is an in-house design group that focuses on preservation and rehabilitation of covered bridges, re-painting steel superstructures, deck replacements, joint replacements, bearing replacements, culvert linings, culvert repair and other work to extend the service life of VTrans transportation assets. The Bridge Preservation group may utilize consultants to supplement their work load as needed.

The Consultant Management/Alternative Contracting group will be the largest user of Consultants encompassing a wide range of rehabilitation and replacement bridge projects ranging from culverts and small bridges to large complex bridges. This group will manage the majority of Alternative Contracting projects such as Construction Manager/General Contractor (CM/GC) and Design Build. This group will also assist/support the In-house Design group when they use Alternative Contracting methods.

The In-House Design group will be using VTrans staff to design and deliver rehabilitation and replacement bridge projects ranging from culverts and small bridges to large complex bridges. These projects can be conventional or accelerated bridge delivery projects utilizing accelerated bridge construction details. The Accelerated Bridge Program resides in this group and will manage the majority of the accelerated bridge projects. The ABP will also be a resource to other groups when utilizing accelerated bridge delivery to facilitate consistency throughout the Structures section. The In-House Design group may utilize consultants to supplement their projects as work load requires.

The P.I.I.T. is an in-house team responsible for generating a project scoping report and project definition. The P.I.I.T may use consultants to supplement their projects as work load requires. The Hydraulic group

resides in the P.I.I.T. and may use Consultants for complex hydraulic modeling and to support their hydraulics analysis work as needed.

III. VTRANS PLAN DEVELOPMENT PROCESS

A general description of the VTrans project development process, and the Consultant's role, is provided below. For more information, please refer to the Project Development Process Manual on the VTrans Publication and Maps webpage (http://vtrans.vermont.gov/docs):

A. Project Definition – The intent of the project definition phase is to define the need for bridge replacement, scope the project to document site constraints, resource identification, local concerns, maintenance of traffic and determine the best alternative for Management Approval of Scope (MAOS). After MAOS, the project will be assigned to a VTrans Project Manager (VPM), who will utilize a second round QBS process for selecting a Consultant for the specific assignment. The selected Consultant may be required to attend a public alternatives meeting and will be required to review all project documentation and attend a kick off meeting with the VPM prior to beginning project design services. For more information regarding project definition see Project Definition Process Guidebook 2017 on the VTrans Publications and Maps webpage.

B. Project Design – The Consultant shall provide design services. VTrans may ask a Consultant to provide peer reviews of VTrans in-house or other Consultant designs. The standard project design phase consists of the following sequence: Conceptual Plans, Preliminary Plans, Final Plans and Contract Plans. At each design phase, there will be a minimum of two plans submittal reviews by VTrans and two updates by the consultant. See section "X. Plans Development" of this scope of work for additional information regarding plan submissions and the review process.

The VPM, at their discretion, may ask for additional progress plan on complex projects during design to facilitate discussions and obtaining environments permits.

All project development and design will be in accordance with the requirements of section "VII. Design Manuals, Guidelines and Standards" and "VIII. CADD File Requirements" of this scope of work.

There are several activities that occur concurrently with project design. A brief description is provided herein:

1. Subsurface Investigations and Geotechnical Analysis – A geotechnical investigation is required for any design of structural foundations or buried structures and may be required for foundations being reused. Generally, a geotechnical investigation request is prepared and submitted during the Project Definition by the Structures Section. At times, the Consultant may be asked to complete and submit a geotechnical investigation request form during later phases of project development.

2. Utility Relocation Routes – Generally, VTrans will perform utility coordination. The Consultant shall support this effort by providing technical information as needed. Proposed utility relocation routes shall be incorporated into the preliminary plan set by the Consultant. At times, the Consultant may be asked to provide utility relocation services including coordination and design.

3. Final Hydraulics Analysis – Generally, VTrans will provide hydraulics design services and recommendations for bridge replacement projects. The Consultant shall coordinate with the VTrans Hydraulics Engineer or their consultant to assist with the development of Final Hydraulics. At times, the Consultant may be asked to perform preliminary and/or final hydraulics analyses in accordance with the most recent VTrans Hydraulics Manual.

4. Environmental Permits - Initial coordination with resource agencies generally takes place during the Project Definition phase. Additional coordination during the design phase, will be required to facilitate project sign offs and obtaining permits. The Consultant shall prepare calculations and plans showing the impact areas for VTrans use in permit acquisition and regulatory approvals. Permit applications are generally prepared and submitted by VTrans. In support of VTrans, the Consultant shall provide technical project information as needed to complete applications for permits. At times, the Consultant may be asked to prepare draft applications or perform environmental permitting and coordination with State and Federal regulators.

5. ROW - For projects requiring easements, VTrans will provide ROW services. The standard ROW process includes: a 502 Hearing, Necessity, Appraisal, Review, Negotiation, and Condemnation. Generally, VTrans will address ROW issues as they arise and will prepare ROW Plans. The Consultant shall participate in Property Owner Visits and ensure that any necessary changes are made to the Preliminary Plans. The Consultant shall participate in 502 Hearing, Necessity Hearing, Acquisitions Review Meeting (ARM), and associated Condemnation Hearing, if necessary. The Consultant shall also supply supporting documentation for condemnation such as hearing rolls or other visuals requested by the VPM. The Consultant may be asked to perform ROW functions.

6. Project Development Coordination – Clear and frequent communication, coordination and documentation is expected throughout the project development process.

C. Project Contracting – VTrans generally uses the standard design-bid-build (D-B-B) procurement method. Other alternative contracting methods may be used such as Design-Build (D-B) and Construction Manager/General Contractor (CM/GC). The Consultant may be asked to support alternative contracting initiatives including developing the request for qualifications and proposals. During the procurement phase, the Consultant may be asked to perform a bid analysis and make a recommendation with respect to bid acceptance. Typically, a bid analysis shall include four components: 1) competition analysis, 2) major cost deviation analysis, 3) unit price deviation analysis, and 4) documentation of results and recommendations.

D. Construction – The Consultant shall provide construction support services including, but not limited to participating in the preconstruction conference, project inspection, change order and/or value engineering proposal review and cost evaluations/analysis, provide responses to requests-for- information, plan clarifications, design changes, fabrication/construction drawing review and approval, and final inspection meeting.

IV. SPECIFIC SCOPE OF WORK

VTrans shall direct the Consultant to perform services on a project by project or program basis. The engineering services requested of the Consultant will primarily be related to the development of bridge and other transportation structures projects. Services for individual projects may range from a discrete task (i.e. load rating or topographic survey) to all phases of a project. All engineering services performed shall be in accordance with the Project Development Process and as directed by the VPM, but are not necessarily

limited to, those services listed in Section III of this SOW. Requests for services may be on a variety of projects which may include, but are not necessarily limited to, the following types of projects:

A. Design of Bridge Replacement Projects
B. Design of Bridge Rehabilitation Projects
C. Design of Bridge Preservation Projects
D. Design of Replacement, Rehabilitation or Maintenance of large Culvert Projects

In addition to the bridge design related tasks the requested services may include ancillary tasks related to the design of transportation facilities that include but are not limited to:

A. Roadway Design
B. Traffic Design
C. Railroad Design
D. Hydraulic Designs
E. Landscape Design
F. Bicycle and Pedestrian Facility Design
G. Advertising for and Opening of Construction Bids
H. Development of NEPA Documents
I. ROW Acquisition
J. Independent Cost Estimating (production-based construction cost estimating)
K. Constructability Review
L. Design Assistance to VTrans Staff
M. Peer Design Review

The Consultant may also be selected to provide Project Administrator services related to the development of one or several transportation structures projects. The Consultant will be responsible for all project administrator functions, including but not limited to: developing project schedules, oversight of all project related activities outlined in Section III VTrans Development Process, ensuring projects are developed in accordance with the project schedule and budget, and managing the project design of another Consultant. The Consultant Project Administrator will review hours billed by the design Consultant against the applicable work order/s but will not be able to see the associated financial information. The Consultant Project Administrator will not be allowed to manage any projects developed by the same firm performing Consultant design services. The Consultant may be required to sign confidentiality waiver if potentially exposed to a Design Consultants proprietary or sensitive information.

The Consultant may be asked to report to VTrans offices at an assigned location, one or more days a week if it is in the best interest of VTrans. If the Consultant's/Subconsultant's employee(s) providing services are assigned to a VTrans office, there will be no mileage reimbursement to and from the VTrans office.

V. ADMINISTRATIVE REQUIREMENTS

A. Coordination and Communication

1. It is imperative that coordination between the Consultant and the VPM be maintained at all times to ensure compliance with the VTrans requirements for all assigned tasks. For consistency, the Consultant shall provide one Consultant project manager throughout the project development process to coordinate directly with the VPM. However, VTrans reserves the right to request a different Consultant project manager if deemed necessary.

2. All Project communication shall be through the VPM unless otherwise specifically directed by the VPM.

3. VTrans may require the Consultant to establish and maintain communications with other VTrans personnel, municipal representatives, regional planning organizations and resource agencies.

B. Consultant Project Management

1. The Consultant shall manage their retainer contract in compliance with the General Terms and Conditions for Contract for Services and Federal Terms and Conditions, Services (Non-Construction).

2. The Consultant project manager will be responsible for maintaining the project design schedule, within budget and within the approved scope of work. Meeting project deliverables on schedule is essential.

3. An initial project delivery schedule shall be submitted for approval for each assignment. The schedule shall contain important milestone dates by assigned task. As the work assignment progresses, the schedule shall be kept current. The Consultant project manager shall keep the VPM knowledgeable about risks to the project schedule, anticipated project delays and proposed resolutions to maintain the project schedule. The Consultant project manager shall also supply schedule and budget updates as requested by the VPM. The schedule must allow for necessary online shared review periods.

4. The Consultant project manager shall be responsive to the VPM. This may include, but is not limited to, email correspondence, phone correspondence, conference calls, skype or attendance at coordination meetings. The Consultant shall provide options and recommended solutions to unanticipated challenges encountered during design and take direction from the VPM. The Consultant project manager shall ensure that quality control and quality assurance protocol is followed throughout the project development process. In the event that continuous delinquencies are encountered during design or development that cannot be resolved between the VPM and Consultant project manager, VTrans may request a different Consultant project manager or reassign the project to a different Consultant.

5. The Consultant project manager shall be responsible for reviewing subconsultant deliverables to ensure quality and completeness. The Consultant Project Administrator shall be responsible for the timely delivery of subconsultant deliverables.

C. Monthly Submittals

1. Monthly Status Report

The Consultant shall provide the VPM with a Monthly Status Report via email that identifies project activities completed during the reporting period. The Monthly Status Report shall outline the status of all ongoing activities of the task assignment (including work begin performed by subconsultants), any direction received from VTrans, any outstanding issues requiring resolution and the entity responsible for achieving the resolution. The report shall also indicate anticipated activities for the upcoming reporting period. If the Consultant fails to meet a project milestone or is falling behind schedule, the Monthly Status Report shall

include this information, revised target dates for completion, as well as proposed solutions to recover the schedule. The VPM may request a status report on a more frequent basis or at any time.

2. Monthly Invoice

The Consultant shall submit monthly invoices, electronically to the Contract Administrator in the Contract Administration Section of VTrans at (aot.contract.administrators@vermont.gov). Invoices will be in accordance with the "Consultant Invoice Guidelines". If a monthly invoice is less than $1,000, the Consultant may extend that particular invoicing period to two months to reduce administrative and processing costs.

VI. INFORMATION TYPICALLY PROVIDED BY VTRANS

VTrans will make available to the Consultant any existing information relating to the project. Project information will vary based on the project assignment. The following is a list of those materials which may be provided to the Consultant by VTrans, if required or available, as part of a specific project agreement:

A. Traffic Data, Crash Data
B. Existing Plans, Bridge Inspections Reports, and Load Capacity Analysis
C. Existing Highway ROW and Railroad Valuation Plans
D. Survey Control Points
E. Electronic CADD files in MicroStation and InRoads format
F. Copies of Applicable Supplemental Specifications
G. Environmental Resource Information
H. Archeological and Historic Information
I. Topographic Survey
J. Preliminary Subsurface Information
K. Pavement Design
L. ROW Information
M. Utility Information

VII. DESIGN STANDARDS, CRITERIA, & GUIDELINES

The Consultant shall comply with all current applicable state and federal design standards, specifications and policies, to include (but not limited to) the latest approved editions of the following:

A. VTrans Project Development Process Manual
B. Vermont State Design Standards
C. Roadway Design Manual
D. Structures Design Manual
E. Structures Plan Generation Manual
F. Structures Section QC/QA Program Manual
G. AASHTO A Policy on Geometric Design of Highways and Streets
H. AASHTO LRFD Bridge Design Specifications
I. AASHTO Roadside Design Guide
J. FHWA Manual on Uniform Traffic Control Devices
K. VTrans Hydraulic Manual
L. VTrans Erosion Sediment Control Details

M. Vermont Stormwater Management Manual
N. VTrans Work Zone Safety and Mobility Guidance Document

VIII. CADD FILE REQUIREMENTS

The Consultant shall comply with current VTrans CADD Standards and Procedure Manual, CADD Standard Supplemental, CADD Drafting Standards, VAOT Inroads Manual, standard drawings and details. All CADD resources are available on the Vermont Agency of Transportation CADD Help web site.

A. MicroStation

All Design file data shall be provided in Bentley MicroStation design file format (*.dgn). The VTrans quantity sheet builder shall be used when creating quantity sheets in MicroStation.

B. InRoads

The Consultant is required to design/engineer the project utilizing InRoads software. Use of the most current VTrans InRoads preference and workspace resource files is required. The deliverables for project assignments shall consist of the InRoads Geometry (*.alg) file(s), and InRoads digital terrain models for the project in InRoads (*.dtm) format. The following *.dtm's are required:

1. Original ground, the digital terrain model of the existing site. If not provided by VTrans.
2. All design surfaces, the digital terrain model of the proposed design.

The InRoads Template library (*.itl) and Roadway Library (*.ird) shall be submitted as a deliverable as determined by the VPM.

IX. DESIGN DOCUMENTATION

A. Electronic Design Submission Requirements

The Consultant shall post all applicable project information to the VTrans Consultant Sharepoint Site.

B. Interim Design Submissions

At the discretion of the VPM anytime during the authorized project, the VPM may request and shall receive electronic copies of the project's design calculations with associated sketches, quantity calculations and construction cost estimate.

C. Design and Quantity Calculations

The following shall be provided electronically to the VPM:

1. The project's final design calculations with associated sketches.
2. Quantity calculations.
3. Completed load rating table and load rating calculations separate from design calculations.

D. Quality Certification

It is imperative that the Consultant provide a high quality product through the use of a systematic quality control process. The Consultant shall follow the Structures Section QC/QA Program Manual to ensure quality of the project production efforts. At the conclusion of the design phase of a project the Consultant Project Administrator shall issue a certification of quality that documents the quality control efforts that were utilized to ensure a safe, buildable, and biddable design.

X. PLANS DEVELOPMENT

A. Plan Sheet Submission

Project plan sheets shall use a full size border of 21 inches by 32 inches on a printing set of 22 inches by 34 inches during the sheeting process. See CADD Standards Procedure Manual and CADD Standards Supplemental.

B. Standard Drawings & Design Details

Standard drawings and standard design details are available from the VTrans CADD website. If requested by the Consultant, VTrans may provide pertinent data using digital formats. Transferred files shall be used only for VTrans projects. Files transferred to the Consultant may not be sold or transferred to others without written approval from VTrans.

C. Plan Submission

At each milestone there will be other documents expected to be submitted with the plans in PDF format. Consultant will work with VPM to clarify what is required for a complete submittal. Below is the minimum expected:

1. Conceptual Submission – Conceptual plans, conceptual construction cost estimate, updated risk registry and traffic management plan.
2. Preliminary Submission – Preliminary plans, itemized preliminary construction cost estimate, draft special provisions for new items, updated risk registry and traffic management plan.
3. Final Submission – Final plans, final construction cost estimate utilizing the Estimator module of Trns·port® (in EST and PDF format), complete special provisions including front end "Notice to Proposers" (in Word and PDF format), incentive/disincentive calculations (if necessary), permit impact plans, construction schedule (in MS Project), updated risk registry and traffic management plan.
4. Contract Submission – Updated versions of all documents submitted at final submission. All design and quantity calculations (see IX. Design Documentation).

D. Review Process

The Consultant shall submit project documents electronically using the Consultant Sharepoint Site for review and comment, in PDF file format. Consultant shall notify, via email, the VPM when files have been uploaded to the sharepoint site.

Submissions at Conceptual, Preliminary and Final will have an internal review by the

Structures Section to assess conformance to project expectations and the adequacy of the Consultants quality control. Structures will send reviewed documents back to the Consultant, who will address, discuss and document all internal review comments. Review comment resolution shall be documented on VTrans review sets, in Adobe PDF format and submitted to the VPM. After the internal Structures review is completed, updated documents will be resubmitted to the VPM for Agency wide review which will include other state, federal and municipal entities.

Structures shall forward all comments to the Consultant after the Agency wide review has concluded. The Consultant shall prepare for, attend and participate in the "constructability review" meeting after Preliminary Plan review and a "plans and specifications" meeting after Final Plans review. Consultant shall review all comments and propose resolutions for discussion at the meeting. This is also an opportunity for the Consultant to seek further clarification of review comments if necessary. The Consultant shall document the decisions and resolutions resulting from these meetings and summarize in writing any action required by VTrans, Town, etc., to allow the design to proceed. Responses to comments shall be documented on the VTrans review sets in Adobe PDF format and uploaded to the sharepoint site for the VPM to distribute to all reviewers. The Consultant shall modify the plans, as necessary, to incorporate the review comments and decisions/resolutions from the review meeting and submit updated documents to the VPM.

XI. SPECIFIC WORK TASK ASSIGNMENT (WORK AUHORIZATION)

VTrans will award specific work tasks (Work Authorizations) under this Retainer Contract by conducting a second-tier qualification-based selection. VTrans shall select a Consultant from the Structures Retainer Contract considering such factors as experience/expertise, availability/capacity, creative/technical solution and past performance with a focus on the proposed personnel being assigned to the task. The second-tier selection may be conducted informally, based upon information already in VTrans' possession or more formally by requesting task specific technical proposals from more than one retainer contract holder.

For Sub-Consultants not named in the original primary retainer contract proposal, utilization of Sub-Consultant personnel will require evaluation and approval by VTrans based on additional information provided by the Consultant, prior to the Sub-Consultant performing any work on orders under this contract.

Work Authorizations will not extend beyond the final end point of the original retainer contract duration, plus the duration of any exercised option periods. Further, there is no guarantee that a Consultant 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.

A. Work Authorization Process

1. Specific task will be assigned under the Retainer Contract by the issuance of a Work Order Request Form and a Work Authorization Notice.

2. VTrans will begin this process by issuing a Work Order Request detailing the proposed tasks/projects and request a specific task technical proposal from Consultant(s) on the Structures Retainer Contract. The Work Order Request will also indicate which payment provision (hourly rate schedule or cost plus fixed fee) will be utilized for this task assignment. 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 Consultant for submittal by the due date for VTrans evaluation and selection.

3. Once the most qualified Consultant is selected, a cost proposal will be requested from the selected Consultant. The cost will then be reviewed by VTrans. VTrans reserves the right to examine cost elements and negotiate the price prior to award of the Work Order.

4. When all aspects of the Work Order have been negotiated and accepted by both parties, VTrans shall issue a Work Authorization to the Consultant, which will specify the effective date for commencement of services and the agreed upon cost.

Attachment B

Payment Provisions

Payment Basis

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Consultant will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the contract. Award of a contract does not guarantee payment of any or all the maximum limiting amount.

Work Assigments will be awarded as a cost plus fixed fee or on a hourly classification rate schedule basis.

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 found here:
http://humanresources.vermont.gov/compensation/expense-reimbursement

Subcontractor(s) labor, materials and other direct expenses shall be billed at cost with a copy of the invoice verifying the charges attached to the billing sent to VTrans.

1. Work assignments will be awarded on a qualifications-based selection. The bid that is the most qualified to VTrans may involve some negotiation regarding the classifications and estimated hours prior to award of the work assignment. If successful negotiations cannot be completed, VTrans reserves the right to move to the next most qualified Consultant. Qualifications will be based upon capacity, creative and technical solution, experience and past performance.

2. Consultant 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.

3. 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 Price Schedule. Written approval must be obtained from the VTrans representative before overtime hours are utilized.

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

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

CONSULTANT INVOICE GUIDELINES

This guideline document suggests an outline for consultant's invoice. The objectives of the document are:

- To achieve uniformity in invoices
- To ensure that the invoice include all essential information
- To emphasize the need for presenting the distribution of staff effort and cost
- To emphasize the need to show the personnel working on any task and the work performed
- To enable tracking of progress against billing for each task
- To make progress tracking and reporting an integral part of invoicing

The invoice guidelines apply to all consultant services including the services provided for alternative contracting methods.

As described below, VTrans expects a Project Status Report with each invoice. If requested by the VTrans Project Manager, the Project Status Report shall include a project schedule with percentage progress for each task.

In order to achieve this goal, draft templates for invoice, project status report and progress schedule from the consultants are encouraged for review and comments by the VTrans Project Manager prior to the first invoice. See Attachment A for example Typical Invoice expectations.

Project Status Report

- Date of the Report and the period it applies to
- Status of each task
    - Narrative of work accomplished during this period
    - Narrative of work planned for next period
    - Problems affecting the projects
    - Items that require VTrans resolution

Schedule/Progress (If requested by VTrans Project Manager)

- The progress on each task and subtasks shall be graphically shown on the schedule submitted with the proposal
- The schedule shall be updated to reflect actual contract award date and other durations provided by VTrans such as VTrans review durations
- Any changes to schedule shall be approved by the VTrans project manager
- VTrans project manager will review progress against schedule as part of the invoices approval
- The schedule/progress chart shall show the initials of the preparer and checker/reviewer

Invoice Tables

- The invoice shall reflect the phases and tasks identified in the proposal
- The invoice shall have tables similar to what was included in the proposal. This may include separate tables for:
    - Invoice Summary
    - Summary of Direct Labor
    - Summary of Direct Expenses
    - Labor Hour Breakdown
    - Personnel Classification (If required)
- The invoice shall show breakdown of all labor by tasks, overhead, profit and reimbursable direct expenses
- Invoice from subconsultant /subcontractor tasks shall follow the same guidelines as consultants, although it may be in a separate document
- All invoice tables shall show the initials of the preparer and checker/reviewer

Frequently Asked Questions:

1. The originally proposed staff in the retainer contract proposal is currently not available to work on the project. Does VTrans have any objection, if we change staff as long as we stay within the proposed budget?

   If the person working on the project is included in the original proposal personnel classification or the new person and his rate had already been approved by VTrans, it is acceptable for the consultants to change staff. However, no adjustments to the budget will be allowed. Changes to proposed staff identified in the Task Order Request (initial project assignment) need to be approved by the VTrans Project Manager. The invoice should show the actual person working on the project for VTrans to track and ensure that expected quality of the services is maintained.

2. Do we need to include personnel classification table with each invoice?

   No. However, personnel classification table need to be updated, if there is any change in personnel or hourly rate. Also such change should be approved by VTrans. Also, it is acceptable for the personnel classification table to include additional personnel that are not used in the original retainer contract proposal.

3. Does VTrans have a preference for the scheduling software?

   Yes, VTrans prefers Microsoft Project.

4. In the schedule, how minute the tasks should be broken down to?

   The tasks shall be sufficiently broken down to subtasks such that progress of the critical activities can be monitored. Consultants are encouraged to discuss with VTrans Project Manager and seek consensus on tasks and subtasks for the schedule. If VTrans Project Manager is concerned about the progress of any tasks, he may direct the consultant to breakdown those tasks to subtasks in order to monitor them closely.

Attachment A: Typical Invoice

May 6, 2019

Project Manager
c/o
Contract Administrator
Contract Administration Section, VTrans
State of Vermont
Vermont Agency of Transportation
1 National Life Drive
Montpelier, VT 05633

RE: Essex BF 1234(5)
Bridge No. XYZ, Over No Name Brook
Authorization Consultant Name Contract No, PSXXXX
EA#_____ SUBJOB(s)#_____
Invoice No.XX

Dear Project Manager:

Please find attached one original and one copy of our invoice for the services rendered during the period from *April 1, 2019 to April 30, 2019* in the amount of ------. Also attached is the project status report including task by task progress for the same period.

I certify that during the period covered by the payroll, all personnel listed were gainfully employed in service to the Vermont Agency of Transportation, and their classification, rates of pay, hours worked and amount earned is a true and accurate report.

Sincerely,

A-Z Engineering Company, Inc.

Consultant, P.E.

Enclosures:

Project Status Report

Date: 05-06-19 **Duration: 04-01-19 to 04-30-19**

Task 1:	Revised project schedule and reported progress to VTrans
Task 2, 3, 4 and 5:	Completed
Task 6:	Provided corrected quantity sheet and title sheet
	Highway design under QC review
	Hydraulic calculations in progress
Task 7:	Attended meeting with ANR to clarify comments
Task 8-13:	Not started

Deliverables

Following is the status of deliverables:

- Draft preliminary plans were uploaded to SharePoint site on 04-15-19
- Following submittals were updated for VTrans Review on 04-29-19

Problems affecting the Project

- Geotechnical Investigation delayed due to severe cold weather. We expect the investigation to commence on May 8, 2019.

Items Requiring VTrans Resolution

- Draft preliminary plan comments have not been received
- Following submittals were updated for VTrans review on 04-30-19

Schedule/Progress (If required by VTrans Project Manager)

Updated schedule with progress is attached.

Invoice Tables

A-Z Engineering Company, Inc.
Essex BF 1234(5) -- Bridge XX on VT Route XX
Contract No. PSXXXX
Period: From April 1, 2019 to April 30, 2019

Prepared: Checked:

Table 1: INVOICE SUMMARY(1)

PHASE A: PROJECT SCOPING (subjob 001)

	Contract Amount	Total Billed to Date	Previous Invoice	Current Invoice
Direct Labor	$2,125.76	$2,055.34	$0.00	$0.00
Overhead (145.55%)	$3,094.04	$2,991.54	$0.00	$0.00
Fixed Fee	$498.30	$498.30	$0.00	$0.00
Direct Expenses	$1,212.00	$1,142.40	$0.00	$0.00
SUBTOTAL	$6,930.10	$6,687.58	$0.00	$0.00

PHASE B: PROJECT DESIGN (subjob 100)

	Contract Amount	Total Billed to Date	Previous Invoice	Current Invoice
Direct Labor	$5,525.00	$3,660.00	$1,000.00	$2,660.00
Overhead (145.55%)	$8,041.64	$5,327.13	$1,455.50	$3,871.63
Fixed Fee	$1,085.33	$718.97	$196.44	$522.53
Direct Expenses	$2,979.00	$2,772.00	$100.00	$202.85
SUBTOTAL	$17,630.97	$12,478.10	$2,751.94	$7,257.01

SUBCONSULTANTS

A.B.C. Survey	$1,400.00	$100.00	$100.00	$1,200.00
X.Y.Z. Geotech Services	$1,100.00	$0.00	$0.00	$1,000.00
SUBTOTAL	$2,500.00	$100.00	$100.00	$2,200.00

PHASE C: CONSTRUCTION (subjob 300)

	Contract Amount	Total Billed to Date	Previous Invoice	Current Invoice
Direct Labor	$1,145.00	$0.00	$0.00	$0.00
Overhead (145.55%)	$1,666.55	$0.00	$0.00	$0.00
Fixed Fee	$224.92	$0.00	$0.00	$0.00
Direct Expenses	$1,462.00	$0.00	$0.00	$0.00
SUBTOTAL	$4,498.47	$0.00	$0.00	$0.00

CURRENT INVOICE TOTALS	$31,559.54	$19,265.68	$2,851.94	$9,457.01

AMOUNT DUE THIS INVOICE: $9,457.01

(1) This is an example table. The consultant may choose a different format provided all the information on this table is included.

A-Z Engineering Company, Inc.
Essex BF 1234(5) - Bridge XX on VT Route XX
Contract No. PSXXXX

Period from: April 1, 2019 to April 30, 2019

Table 2: SUMMARY OF DIRECT LABOR

Employee Name	Employee Name	Hourly Rate	Phase B Total Hours	Phase C Total Hours	Total Hours	Regular
Bob Smith	Program Manager	$ 55.00	6	0	6	$ 330.00
Betty Smith	Project Manager	$ 45.00	25	0	25	$ 1,125.00
Bruce Smith	QA/QC Manager	$ 40.00	2	0	2	$ 80.00
Barb Smith	Structural Engineer	$ 35.00	22	0	22	$ 770.00
Ben Smith	Transportation Eng.	$ 35.00	0	0	0	$ -
Barry Smith	Staff Engineer	$ 30.00	6	0	6	$ 180.00
Bill Smith	Technician	$ 25.00	7	0	7	$ 175.00
Bart Smith	Admin Assistant	$ 20.00	0	0	0	$ -

TOTAL PAYROLL FOR PERIOD: **$ 2,660.00**

I, (Name) , (Title) , do hereby certify that during the periods covered by the payroll, all personnel listed were gainfully employed in service to the Vermont Agency of Transportation, and their classification, rates of pay, hours works and amount earned is a true and accurate report.

Signature

Date

A-Z Engineering Company, Inc.
Essex BF 1234(5) - Bridge XX on VT Route XX
Contract No. PSXXXX

Period: From April 1, 2019 to April 30, 2019

Table 3: SUMMARY OF DIRECT EXPENSES

Travel, Lodging, Meals, Etc.	
Travel: 100 miles @ $.535 on 4/17/2019	$55.00
Lodging: Howard Johnson's Motor Lodge*	$100.00
Brattleboro, VT for onsite meeting on 4/17/19	
Meals: Evening Dinner on 4/17/19	$12.85
Overnight Mailing	$20.00
Printing and Reproductions	
Printing: 20 copies @.50/ea*	$10.00
TOTAL DIRECT NON-SALARY EXPENSES	$197.85

*Documentation must accompany all reimbursement requests for expenses.

Prepared: Checked:

Table 4: LABOR HOURS BREAKDOWN

	TASK DESCRIPTION	Budgeted Hours	Hours To Date	Program Manager	QA/QC Manager	Project Manager	Structural Engineer	Transpo. Engineer	Staff Engineer	Technician	Admin. Assistant	Hours This Invoice
PHASE A	PROJECT SCOPING											
Task 1	Project Management											
	1.1 General Coordination & Updates											0
	1.2 Meetings & Site Visits											0
	1.3 Invoicing & Contracts											0
Task 2	Alternatives Development											0
Task 3	Alternatives Evaluation&Report											0
Task 4	Presentation & Updates											0
	Phase A Total hours	0	0	0	0	0	0	0	0	0	0	0
PHASE B	PROJECT DESIGN											
Task 1	Project Management											
	1.1 General Coordination&Updates											0
	1.2 Meetings & Site Visits											0
	1.3 Invoicing & Contracts											0
Task 5	Conceptual Plans											
	5.1 Conceptual Design											0
	5.2 Conceptual Plan Generation											0
	5.3 Conceptual Quantities & Estimate											0
	5.4 Conceptual Plans/Design QA/QC											0
Task 6	Preliminary Design											
	6.1 Preliminary Design											0
	6.2 Hydraulic Design											0
	6.3 Preliminary Plan Generation											0
	6.4 Preliminary Quantities & Estimate											0
	6.5 Traffic Management Plan & Risk Registry											0
	6.6 Preliminary Plans/Design QA/QC											0
Task 7	Permitting											0
Task 8	Final Design											
	8.1 Final Design											0
	8.2 Final Plan Generation											0
	8.3 Special Provisions											0
	8.4 Final Quantities & Estimate											0
	8.5 Traffic Management Plan & Risk Registry											0
	8.6 Final Plans/Design QA/QC											0
Task 9	Contract Plans											0
Task 10	Bid Phase Services											0
	Phase B Total Hours	0	0	0	0	0	0	0	0	0	0	0
PHASE C	CONSTRUCTION											
Task 1	Project Management											
	1.1 General Coordination&Updates											0
	1.2 Meetings & Site Visits											0
	1.3 Invoicing & Contracts											0
Task 11	Submittal Review											0
Task 12	Plan Clarification											0
Task 13	Site Inspections											0
	Phase C Total Hours	0	0	0	0	0	0	0	0	0	0	0

(1) This is an example table. Please add personnel, phases, tasks and sub-tasks as appropriate to suit the project

A-Z Engineering Company, Inc.
Essex 1234(5)
Contract No. PSXXXX

Period: From April 1, 2019 to April 30, 2019

Prepared: Checked:

Table 5: Personnel Classification and Rates (1)

Personnel (Names)	Classification	Rate
Bob Smith	Program Manager	$ 55.00
Betty Smith	Project Manager	$ 45.00
Bruce Smith	QA/QC Manager	$ 40.00
Barb Smith	Structural Engineer	$ 35.00
Ben Smith	Transportation Engineer	$ 35.00
Barry Smith	Staff Engineer	$ 30.00
Bill Smith	Technician	$ 25.00
Bart Smith	Administration Assistant	$ 20.00

(1) This is an example table. Please add names, classifications and rates as necessary

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.

2018

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

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

OCOI Screening

Prior to submitting a proposal, each submitter/ proposer will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the anticipated procurement. Potential submitters/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 REQUREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES

1. Contractors are required to obtain VTrans approval prior to making offers of employment to VTrans employees who are engaged in acquisition functions as defined in paragraph 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 Quaintly (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: Joe Flynn **Date** 02/15/2018

Secretary of Transportation

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-LLL, “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.

DOT Form 272-040 EF
Revised 1/2000

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

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	**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, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
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 employeeof 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 organizationallevel 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.

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	☐

RFP/PROJECT:
DATE:

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: **Phone:**

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

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

PROJECT 2

Company Name:

Contact Name: **Phone:**

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

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

PROJECT 3

Company Name:

Contact Name: **Phone:**

E-mail:

Consultant and Sub-Consultants 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	